CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez

AGENDA

Tuesday, October 7, 2025
9:00 AM

BOARD OF SUPERVISORS

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))
1. Latricia Johnson-Terry v. Contra Costa County, WCAB Nos. ADJ15489372; ADJ15489399
2. Jennifer Rillera v. Contra Costa County, WCAB No. ADJ17828450
3. Alexei P. Shabanoff v. Contra Costa County, WCAB No. ADJ18662202
4. Nicole Valadao v. Contra Costa County, WCAB No. ADJ8584363
5. Edward Gatlin, et al. v. Contra Costa County, et al., United States District Court, Northern District of California, Case No. 3:21-cv-00370 SI
6. Reagan DeGuzman v. City of Antioch, et al.; Contra Costa County Superior Court, Case No. C23-00666

B. PUBLIC EMPLOYMENT (Gov. Code § 54957)
Title: Director of Risk Management

4. Inspirational Thought-

October is the fallen leaf, but it is also a wider horizon more clearly seen. It is the distant hills once more in sight, and the enduring constellations above them once again." — Hal Borland

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.168 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. Items removed from the Consent Calendar will be considered with the Discussion Items.

PR. PRESENTATIONS

PR.1 PRESENTATION awarding the Carnegie Medal to Troy White (Supervisor Burgis).

PR.2 PRESENTATION recognizing October 2025 as Domestic Violence Awareness Month in Contra Costa County (Marla Stuart, Employment & Human Services Director).

PR.3 PRESENTATION recognizing October 2025 as Filipino American History Month (Supervisor Andersen).

PR.4 PRESENTATION recognizing the Rainbow Community Center on its 30th Anniversary (Supervisor Carlson).

DISCUSSION ITEMS

D.1. CONSIDER electing 2026 officers of the Board of Supervisors. (Supervisor Andersen) **25-4069**

Attachments: BOS Historical List 2025

D.2. HEARING to consider adopting Resolution No. 2025-317 to increase Small Water System Program regulatory fees charged by the Health Services Department, Environmental Health Division, for non-public small water systems, effective October 7, 2025; and consider directing the Heath Services Director, or designee, to terminate the Contra Costa County Local Primacy Agency Delegation Agreement with the State Water Resources Control Board with sufficient statutory notice so that the Agency's regulatory authority terminates no later than February 28, 2026. (Kristian Lucas, Environmental Health Services Director) **RES 2025-317**

Attachments: Attachment 1_CCC EH_Final Report_6.6.25
Attachment 2_Resolution_EHD Small Water System Fee Updates_FINAL_09.16.2025
Attachment 3_CCC LPA Delegation Agreement (28-852)_11.30.2013
Attachment 4_SWRCB CCC LPA Delegation Agreement Amendments_01.03.2017
Attachment A_EHD Small Water Systems Fee Schedule_09.16.2025
Notice of Hearing_EHD Small Water System Fees_FINAL_09.16.2025
Presentation

D.3. HEARING to consider adopting Resolution No. 2025-318 for new rates and charges for the Buchanan Field and Byron Airports effective October 7, 2025. (Greg Baer, Airports Director) **RES 2025-318**

Attachments: Exhibit A Rates and Charges Effective 10.7.25

D.4. HEARING on the impasse with IFPTE Local 21 regarding revisions to the Supervising Capital Facilities Project Manager classification specification, and CONSIDER implementing revisions to the specification. (David Sanford, Chief of Labor Relations) **25-4070**

Attachments: Supervising Capital Facilities Project Manager (NEHC) Strikethrough April 2025

D.5. CONSIDER accepting a report on adoption of the 2025 California Building Code, as presented to the Sustainability Committee and provide direction to staff. (Jason Crapo, Department of Conservation and Development) **25-4071**

Attachments: 2025 CBSC Adoption v1

D.6. CONSIDER accepting a report on the Comprehensive Zoning Code Update and providing direction to staff. (Joseph Lawlor and Ruben Hernandez, Department of Conservation and Development) **25-4072**

Attachments: Zoning Code Outreach Plan Draft
Zoning Code Update PPT
CCC ZCU BOSMtg PPT 10072025

D.7. CONSIDER accepting a report on noise related issues and AUTHORIZE Department of Conservation and Development staff to prepare new noise regulations based on staff recommendations and Board direction. (Grant Farrington and John Kopchik, Department of Conservation and Development) **25-4073**

Attachments: Board Order 3.5.24.pdf
2024 Noise Issue Summary of Survey Free Responses (003)
Work Group Task Force Meeting Presentation 9.19.24 final.pdf
Work Group Task Force Meeting Presentation 7.8.25.pdf
BoS Presentation 10.7.25

D.8 CONSIDER consent items previously removed.

D.9 PUBLIC COMMENT (2 Minutes/Speaker)

D.10 CONSIDER reports of Board members.

11. ADJOURN

12. CONSENT CALENDAR

Airport

C.1. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Wailea Aircraft, LLC., for a north-facing modernized T-hangar at Buchanan Field Airport effective September 4, 2025, in the monthly amount of $415, Pacheco area. (100% Airport Enterprise Fund) **25-4074**

Attachments: Hangar Rental Agreement pg 4-5_ CCR F-10_Wailea Aircraft, LLC

C.2. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the November 1, 2020, On-Call Consulting Services Agreement between the County and Mead & Hunt, Inc., to extend the contract from October 31, 2025, to June 30, 2026, and to update rate sheet effective September 1, 2025. (100% Airport Enterprise Fund) **25-4075**

Attachments: Mead Hunt CSA Amendment

Agriculture/Weights and Measures

C.3. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with Waiterock Kennel Group in an amount not to exceed $20,500 for dog boarding services for the Agriculture Dog Team Program for the period August 29, 2025, through June 30, 2026. (100% State) **25-4076**

C.4. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed $356,108 for the County's provision of parcel section center inspections for unwanted pests using a specially trained dog for the period July 1, 2025, through June 30, 2026. (100% State) **25-4077**

C.5. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with VCA Encina Veterinary Medical Center in an amount not to exceed $25,000 for veterinary services for the Agriculture Dog Team Program for the period September 1, 2025, through June 30, 2026. (100% State) **25-4078**

C.6. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed $264,324 for control of Glassy-winged sharpshooter infestations, for the period July 1, 2025, through September 30, 2026. (100% State) **25-4079**

Animal Services

C.7. APPROVE and AUTHORIZE the Animal Services Director, and designees, to execute, on behalf of the County, standard form foster agreements for the voluntary fostering of animals under the care of the Animal Services Department, as recommended by the Animal Services Director. (No fiscal impact) **25-4080**

Attachments: CCAS_Foster Agreement_Final

Assessor

C.8. AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of $0.09 per special assessment, pursuant to Board Resolution No. 84/332, to mitigate the Assessor's costs to administer the special assessment on behalf of other local agencies, as recommended by the Assessor. (100% General Fund) **25-4081**

Attachments: Board Resolution No. 84-332

Auditor-Controller

C.9. ACCEPT the Annual Report on Revolving and Cash Difference Funds, Overage Fund, and Shortages for fiscal year 2024-2025, as recommended by the Auditor-Controller. **25-4082**

Attachments: Annual Report_2025.pdf

C.10. APPROVE AND AUTHORIZE County Counsel, or designee, on behalf of the Auditor-Controller, to enter into tolling agreements for three matters: Golden State Water Company v. County of Contra Costa, Contra Costa Superior Court Case No. C23-02606, Golden State Water Company v. County of Contra Costa, Contra Costa Superior Court Case No. C24-01879, and Zayo Group, LLC v. County of Contra Costa, Contra Costa Superior Court Case No. C24-01130, related to Golden State Water Company's claims for refund of property taxes for the 2018-2019 and 2019-2020 fiscal years, and Zayo Group LLC's claim for refund of property taxes for the 2019-2020 fiscal year. **25-4083**

Board Standing Committees (referred items)

C.11. APPROVE updates to the County's social media policy, as recommended by the Internal Operations Committee. (No fiscal impact) **25-4084**

Attachments: Proposed Updated Social Media Policy
Social Media Policy_redline

Clerk of the Board

C.12. ADOPT Resolution No. 2025-319 proclaiming October 2025 as Domestic Violence Awareness Month in Contra Costa County, as recommended by the Employment & Human Services Director. **RES 2025-319**

C.13. ADOPT Resolution No. 2025-320 recognizing the designation of the third week of October as National Hunter Syndrome Awareness Day, as recommended by Supervisor Andersen. **RES 2025-320**

C.14. ADOPT Resolution No. 2025-321 recognizing Duli Enamorado for 25 years of service to Contra Costa County, as recommended by the Public Works Director. **RES 2025-321**

C.15. ADOPT Resolution No. 2025-322 recognizing Timothy Jensen for 35 years of service to Contra Costa County, as recommended by the Public Works Director. **RES 2025-322**

C.16. ADOPT Resolution No. 2025-323 recognizing Monish Sen for 25 years of service to Contra Costa County, as recommended by the Public Works Director. **RES 2025-323**

C.17. ADOPT Resolution No. 2025-324 recognizing October 2025 as Filipino American History Month as recommended by Supervisor Andersen. **RES 2025-324**

C.18. ADOPT Resolution No. 2025-325 recognizing the Rainbow Community Center on its 30th Anniversary, as recommended by Supervisor Carlson. **RES 2025-325**

C.19. ADOPT Resolution No. 2025-326 Recognizing Shirley Krohn, Senior Assemblymember of the California Legislature as recommended by Supervisor Andersen **RES 2025-326**

C.20. ADOPT Resolution No. 2025-327 Honoring Alejandra Sanchez-Ezidro for Her Dedicated Service to Contra Costa County, as recommended by Supervisor Carlson. **RES 2025-327**

C.21. ADOPT Resolution No. 2025-328 recognizing the contributions of Craig Standafer on the occasion of his retirement from Contra Costa County, as recommended by the Public Works Director (No fiscal impact) **RES 2025-328**

C.22. ACCEPT the Alamo-Lafayette Cemetery District's 2024-25 Annual Report, as recommended by Supervisor Andersen. **25-4085**

Attachments: ALCD Annual Report

C.23. ACCEPT the Byron-Brentwood-Knightsen Union Cemetery District 2024-25 Annual Report, as recommended by Supervisor Burgis. **25-4086**

Attachments: BBKUCD Report

C.24. ACCEPT the resignation of Michelle Parkinson from the Alternate seat on the Alamo Municipal Advisory Council (Alamo MAC), APPOINT Michelle Parkinson to the Appointee 3 Seat on the Alamo MAC for a term ending December 31, 2028, DECLARE a vacancy in the Alternate seat on the Alamo MAC for a term ending December 31, 2028, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen. **25-4087**

C.25. ACCEPT the resignation of Igor Skaredoff, DECLARE a vacancy in the Director 4 seat on the Contra Costa Resource Conservation District board of directors for a term ending November 30, 2028, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator. **25-4088**

C.26. ACCEPT the resignation of Regina Rubier; DECLARE a vacancy in Seat B10 on the Emergency Medical Care Committee for a term ending September 30, 2026; and DIRECT the Clerk of the Board to post this vacancy, as recommended by the Health Services Director. **25-4089**

C.27. ACCEPT the resignations of Angelica Lopez, Charles Tremaine, and Christopher Pedraza; DECLARE vacant the City of Pittsburg Seat 2, the Bay Point MAC Seat 2, and the Behavioral Health Division Seat on the Los Medanos Health Advisory Committee for terms ending December 31, 2027; and DIRECT the Clerk of the Board to post the vacancies as recommended by the Health Services Director. **25-4090**

C.28. APPOINT Allen Bonny to the Secretary and Community Liaison Commissioner Seat on the Diablo Municipal Advisory Council for a term expiring December 31, 2026, as recommended by Supervisor Andersen. **25-4091**

C.29. APPOINT Judy Kiersey to the Alternate Seat on the County Service Area P-2A Citizens Advisory Committee for a term with an expiration date of December 31, 2026, as recommended by Supervisor Andersen. **25-4092**

C.30. APPOINT Vedrana Varagic to the At-Large #4 seat on the Contra Costa Commission for Women and Girls with a term expiring February 28, 2029, as recommended by the Family and Human Services Committee. **25-4093**

Attachments: CCCWG Roster Seats Terms 8.27.25
Varagic Vedrana (CCCWG) 06-26-25 D5 Redacted

C.31. APPOINT Candida Duperroir to the Community #4 - East County seat with a term ending April 30, 2027 on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee. **25-4094**

Attachments: LPC updated Roster 8.5.25
Duperroir, Candida (LPC application) 07-11-25 redacted

C.32. APPOINT Wilson Cheng to the Consumer Under 60 Seat #1 with a term expiring March 6, 2028 and Rose Acampora to the Under 60 Seat #2 with a term expiring March 6, 2026 on the In-Home Supportive Services Public Authority Advisory Committee, as recommended by the Family and Human Services Committee. **25-4095**

Attachments: AC Member Speard Sheet 07-28-2025
07-15-2025 Redacted Application_Rose Acampora
07-15-2025 Redacted Application Wilson Chen

C.33. APPOINT Tim Sbranti to the Labor Seat #3 seat, Doug Jones to the Labor Seat #4, Patience Ofodo to the Business Seat #12, Dawn King to the Business Seat #13 with terms expiring June 30, 2029; and REAPPOINT Timothy Jeffries to the Labor Seat #1 with a term expiring June 30, 2029 on the Workforce Development Board (WDB), as recommended by the Family and Human Services Committee. **25-4096**

Attachments: WDB Board Roster 08.2025 - PUBLIC
A4b - Tim (WDB) 07-30-25 OOC D5 Redacted
A4c - Jones, Doug (WDB) 07-30-25 OOC Redacted
A3b -Ofodu Patience Application (WDB) 08-02-24 (002) - Redacted
A3c -King Dawn Application (WDB) 02-19-25 - Redacted
Jefferies, Timothy (WDB) 08-01-25 D3, D4 Redacted

C.34. APPOINT, in lieu of election, Jim Price, Matt Lipary, and Janelle Byrkit to serve on the Board of Trustees of Reclamation District 799 (Hotchkiss Tract) for four-year terms ending in December 2029, as recommended by the County Administrator. **25-4097**

Attachments: Reclamation District 799 Letter 09.19.25

C.35. APPOINT, in lieu of election, Katie Wadsworth and Emma Mendonsa to the Board of Trustees of reclamation District 2122 for four year terms ending December 2029, as recommended by the County Administrator. **25-4098**

Attachments: Reclamation District 2122 Letter 09.18.25

C.36. APPOINT, in lieu of election, Bob Lyman and Frank Morgan to the Board of Trustees of Reclamation District 800 for four-year terms ending December 2029, as recommended by the County Administrator. **25-4099**

Attachments: Reclamation District 800 Letter 09.22.25

C.37. APPOINT, in lieu of election, Kevin Lahar and Don Wagenet to the Board of Trustees for Reclamation District 2024 (Orwood and Palm Tracts) for terms ending December 2029, as recommended by the County Administrator. **25-4100**

Attachments: Reclamation District 2024 Letter 2025

Clerk-Recorder/Elections

C.38. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a use permit with the Port Costa Conservation Society allowing the County to conduct civil wedding ceremonies at the Port Costa School on October 31, 2025. (No fiscal impact) **25-4101**

Attachments: PCCS Special Event Permit.pdf

C.39. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment with NBS Government Finance Group to extend the term from May 31, 2025 to October 31, 2025 with no change to the payment limit of $14,000, for continued consultation on cost recovery and billing. (100% General Fund) **25-4102**

Communications & Media

C.40. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to amend the Statement of Work, subject to the terms of the Master Service Agreement, on behalf of the County with CivicPlus, LLC, and execute a purchase order in an amount not to exceed $15,125 to provide a cloud-based platform to automatically and reliably archive social media activity on County social media platforms. (100% Cable Franchise Fees) **25-4103**

Conservation & Development

C.41. RATIFY a license agreement dated August 18, 2025 between Colony Park Town House Association and the Hookston Station Parties, which include Union Pacific Railroad Company, Contra Costa County, and the Helix Family Trust, allowing the installation of three monitoring wells located at Bancroft Road in the City of Concord.(100% Successor Agency funds) **25-4104**

Attachments: Complete_with_Docusign_Hookston_CPTHA_License

C.42. AUTHORIZE General Plan amendment feasibility study, County File #CDGP25-00002, to consider changing the General Plan land use designations from Heavy Industry and Public and Semi-Public to Residential Medium Density or Residential Medium-High Density and Resource Conservation in support of a proposal to subdivide an approximately 5.15-acre parcel identified as Assessor's Parcel No. 380-030-045, located in the unincorporated Vine Hill area, into 65 townhouse lots and four common area parcels, as recommended by the Conservation and Development Director (Discovery Builders Inc., Applicant and Owner). (100% Applicant Fees) **25-4105**

Attachments: Attachment A - GP25-0002 Proposed General Plan Amendment
Attachment B - GP25-0002 Aerial Photo
Attachment C - GP25-0002 Tentative Map
Attachment D - GP25-0002 Architectural Plan Set
Attachment E - GP25-0002 Conceptual Landscape Set

C.43. APPROVE an allocation of $30,000 from the Livable Communities Trust to the Public Works Department for construction of rapid rectangular flashing beacon pedestrian signage at the Iron Horse Trail Crossing on La Serena Avenue in Alamo, as recommended by Supervisor Andersen. (100% Livable Communities Trust funds, District II portion) **25-4106**

Attachments: LCT Project List 10.7.2025

C.44. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a Memorandum of Understanding with the Rails to Trails Conservancy to enable the County to receive technical assistance to further develop bicycle, pedestrian, and related improvements along Garretson Avenue near Rodeo Hills Elementary School in Rodeo for a period of eight months that will conclude not later than December 31, 2026. (No County match; 100% Federal funds passed through the State) **25-4107**

Attachments: (Exhibit A) Rails to Trails-CCC MOU
(Exhibit B) Rails to Trails Scope of Work

County Administration

C.45. ACCEPT the first quarterly progress report on the eight community-based projects funded in Round 2 of the Measure X Innovation Fund, as recommended by the County Administrator. (No fiscal impact) **25-4108**

C.46. APPROVE and AUTHORIZE the County Administrator, or designee, to execute an agreement with Contra Costa Community College District, dba Los Medanos College, in an amount not to exceed $1,000,000, to implement nonprofit capacity-building and leadership development programs in East Contra Costa, for the period of November 1, 2025, through October 31, 2028. (100% Measure X). **25-4109**

C.47. APPROVE and AUTHORIZE the District III Supervisor to execute, on behalf of the County, an agreement among the County, the Bethel Island Municipal Improvement District, and Mt Diablo Resource Recovery, to jointly host a Bethel Island Community Cleanup Day on November 8, 2025, within Improvement District-owned property identified as Assessor's Parcel No. 029-040-011, Bethel Island area, as recommended by the Bethel Island Municipal Advisory Council and the District III Supervisor. **25-4110**

District Attorney

C.48. ADOPT Resolution No. 2025-329 to approve and authorize the District Attorney, or designee, to apply for, accept, and execute a grant award agreement, including any modifications or extensions thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, in an amount not to exceed $147,000, to fund the Human Trafficking Victim Advocacy Program, for the period January 1, 2026 through December 31, 2026. (100% State) **RES 2025-329**

C.49. APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a contract and related terms of use with Waste Management Property Holdings, LLC for the transportation, temporarily holding, and removal of waste for the District Attorney's Office to conduct inspections for investigative purposes. (No fiscal impact) **25-4111**

C.50. APPROVE and AUTHORIZE the District Attorney, or designee, to execute a contract amendment with LanceSoft, Inc. to extend the term through September 30, 2026, to continue to place qualified crime analysis personnel in the District Attorney's Office as funded by the Project Safe Neighborhood Grant, with no change to the payment limit. (100% Federal) **25-4112**

C.51. APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a purchase order and related license agreement with First American Data Tree, LLC in an amount not to exceed $3,600 for accessing a software research tool for real estate fraud investigation, for the period December 1, 2025 through November 30, 2026. (100% General Fund) **25-4113**

Employment & Human Services

C.52. ADOPT Resolution No. 2025-330 to approve and authorize the Employment and Human Services Director, or designee, to apply for and accept allocations from the State of California, Department of Housing and Community Development for the Transitional Housing Program Round 7, Transitional Housing Program Plus - Supplement Housing Program Round 5, and the Housing Navigation Maintenance Program Round 4 funding in a total amount not to exceed $794,828 to be expended by June 30, 2028. (100% State; No county match) **RES 2025-330**

C.53. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with First 5 Contra Costa Children and Families Commission in an amount not to exceed $1,000,000 to provide childcare provider training services for the period July 1, 2025 through June 30, 2027. (100% Measure X) **25-4114**

C.54. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Empowered Aging, in an amount not to exceed $529,416 for the provision of Long-Term Care Ombudsman services pursuant to the Older Americans Act for the period July 1, 2025 through June 30, 2026. (80% State, 20% Federal) **25-4115**

C.55. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Contra Costa Senior Legal Services, in an amount not to exceed $319,978 for the provision of legal assistance and elder abuse prevention services, for the period July 1, 2025 through June 30, 2026. (66% Federal, 34% State) **25-4116**

C.56. APPROVE the Employment and Human Services Department's Services Awards events for FY 25-26 and AUTHORIZE the expenditure of up to $22,000 annually for recognizing and appreciating department staff for their public service, as recommended by the Employment and Human Services Director. (100% County General Fund) **25-4117**

C.57. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Memorandum of Understanding with the California Emerging Technology Fund to accept funding in an amount not to exceed $93,000 to distribute direct mail postcards to existing public assistance program clients for the period August 1, 2025 through June 30, 2026. (100% California Emerging Technology Fund (CETF) grant fund) **25-4118**

C.58. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a grant extension with the State of California, Board of State and Community Corrections to extend the term through September 30, 2027 with no change to the grant amount of $1,000,000 to implement the Byrne State Crisis Intervention Program in Contra Costa County. (100% Federal) **25-4119**

Fire Protection District

C.59. Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, INTRODUCE Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments, as the fire code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; WAIVE reading; and FIX November 4, 2025 at the Contra Costa County Board of Supervisors Meeting at 9:00 a.m. as the hearing date for the proposed adoption of the ordinance. (No fiscal impact) **25-4120**

Attachments: 2025 California Fire Code Ordinance adoption
Findings ISO Ord 2025-14

C.60. Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, INTRODUCE Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, with local amendments, as the Wildland-Urban Interface code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; WAIVE reading; and FIX November 4, 2025 at the Contra Costa County Board of Supervisors Meeting at 9:00 a.m. as the hearing date for the proposed adoption of the ordinance. (No fiscal impact) **25-4121**

Attachments: 2025 Wildland Urban Interface Ordinance Adoption
Findings WUI Ord 2025-15

Health Services

C.61. ADOPT Resolution No. 2025-331 approving and authorizing the Health Services Director, or designee, to submit an application for grant funding in an amount not to exceed $35,000,000, made available by the California Department of Health Care Services through the Behavioral Health Continuum Infrastructure Program, Round 2 Unmet Needs Program, for the construction of two social rehabilitation facilities in West County to provide mental health services to Medi-Cal eligible clients with serious behavioral health conditions. (10% County match) **RES 2025-331**

C.62. ACCEPT a report from Contra Costa Health with updates on staff activities related to retailer survey and development of an ordinance that promotes the placement of healthy food options at the point of sale in certain stores, since the last report at the September 16, 2025, Board of Supervisors meeting; and ADOPT Ordinance No. 2025-04, requiring large retail stores, over 2,000 square feet, within unincorporated Contra Costa County to stock healthy foods and beverages in checkout areas, which was introduced on September 16, 2025. (No fiscal impact) **25-4122**

Attachments: Healthy Retail Report
Ordinance No. 2025-04

C.63. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Draeger, Inc., in an amount not to exceed $748,972 and related agreement for the purchase of an anesthesia machine and accessories for Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **25-4123**

Attachments: Sale Agreement

C.64. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Medvision, Inc., to increase the payment limit by $146,815 to an amount not to exceed $405,031, and extend the term through April 17, 2026, and for successive one-year terms thereafter until terminated for patient medical necessity review criteria software for the Contra Costa Health Plan. (100% Contra Costa Health Plan Enterprise Fund II) **25-4124**

C.65. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Thermo Fisher Scientific (Asheville) LLC, in an amount not to exceed $1,120, and a related agreement for preventative maintenance and support services for a laboratory refrigerator at the Contra Costa Regional Medical Center Inpatient Pharmacy for the period October 3, 2025 through October 2, 2026. (100% Hospital Enterprise Fund I) **25-4125**

C.66. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Availity, L.L.C., in an amount not to exceed $1,500,000 to provide electronic claims processing to reimburse providers for services provided to Contra Costa Health Plan members and behavioral health services clients for the period September 1, 2025 through August 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4126**

C.67. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Baxter Healthcare Corporation, in an amount not to exceed $1,260,000, and related agreement for the purchase of IV solutions and other supplies as needed for Contra Costa Regional Medical Center for the period January 1, 2025 through December 31, 2027. (100% Hospital Enterprise Fund I) **25-4127**

Attachments: Acute Vizient Agreement

C.68. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 2,000 gift cards and transportation vouchers including applicable fees and shipping in an amount not to exceed $80,320 for clients served by Public Health's Family, Maternal and Child Health Program for the period July 1, 2025 through June 30, 2026. (100% California Department of Public Health and California Home Visiting Program) **25-4128**

C.69. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with RHD Healthcare Consulting, Inc., in an amount not to exceed $350,000 to provide subject matter expertise, consultation, guidance and technical assistance regarding regulatory compliance for the Health Services Department for the period October 1, 2025 through September 30, 2026. (100% Hospital Enterprise Fund I) **25-4129**

C.70. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Regents of the University of California, on behalf of UC Davis Health, to increase the payment limit by $10,000 to an amount not to exceed $23,000 to provide additional specialized outside laboratory testing services at Contra Costa Regional Medical and Health Centers with no change in the term ending October 31, 2025. (100% Hospital Enterprise Fund I) **25-4130**

C.71. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 480 Safeway gift cards plus applicable shipping and handling in an amount not to exceed $2,500 for community members who actively engage in Tobacco Prevention Coalition meetings, work groups, and related efforts for the period July 1, 2025 through June 30, 2026. (100% California Department of Public Health, Local Lead Agencies Grant) **25-4131**

C.72. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Stryker Sales, LLC, in an amount not to exceed $41,290 and related agreement for the purchase of battery powered hydraulic gurney equipment and repair and maintenance services for a period of five years, beginning two years after the date of delivery for the Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **25-4132**

Attachments: Standard Terms of Sale

C.73. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Central Valley Specialty Hospital, Inc., in an amount not to exceed $3,000,000 to provide long-term acute care services for Contra Costa Health Plan members and County recipients for the period August 1, 2025 through July 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4133**

C.74. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Airgas USA, LLC, in an amount not to exceed $50,000 and related agreement for the rental of oxygen cylinders at the Public Health Clinics for the period October 1, 2025 through September 30, 2030. (100% Hospital Enterprise Fund I) **25-4134**

Attachments: Product Sale Agreement

C.75. APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the California Department of Public Health, to pay County an amount not to exceed $1,300,750 for the Family Maternal and Child Health, Nurse Family Partnership project through the California Home Visiting Program for the period July 1, 2025 through June 30, 2026. ($568,812 County General Fund match) **25-4135**

C.76. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Polymedco LLC, to increase the payment limit by $500 to an amount not to exceed $1,200,500, and related amendment for the purchase of reagents and supplies to perform immunochemical fecal occult blood testing for the Clinical Laboratory at Contra Costa Regional Medical Center with no change in the original term ending January 31, 2026. (100% Hospital Enterprise Fund I) **25-4136**

Attachments: Amendment 1 to OC-Auto Sensor Diana Reagent Agreement

C.77. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Computacenter United States Inc., to increase the payment limit by $2,200,000 to an amount not to exceed $3,000,000 and extend the term through June 30, 2029 for the purchase of data communication equipment for the Health Services Department. (100% Hospital Enterprise Fund I) **25-4137**

Attachments: NASPO Agreement AR3228
NASPO Agreement AR3227
PA 7-20-70-47-01
PA 7-20-70-47-04

C.78. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Black Duck Software, Inc., to increase the payment limit by $378,147 to an amount not to exceed $894,525 and extend the term through August 2, 2028 and for successive one-year terms thereafter until terminated for software and services to identify and remediate network security vulnerabilities for Contra Costa Health Services Information Systems Unit. (100% Hospital Enterprise Fund I) **25-4138**

C.79. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Richmond, to increase the amount payable to the County by $2,875,440 to an amount not to exceed $4,306,079 for additional homeless outreach services for the City of Richmond's Encampment Resolution Funding 2-R Program with no change in the term ending June 30, 2026. (No County match) **25-4139**

C.80. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mountain Violet Healthcare, Inc. (dba Danville Post-Acute Rehabilitation), in an amount not to exceed $3,000,000 to provide skilled nursing facility services for Contra Costa Health Plan members and County recipients for the period October 8, 2025 through September 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4140**

C.81. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed $1,308,928 to provide Medi-Cal specialty mental health services for children, youth and their families in West County for the period July 1, 2025 through June 30, 2026. (45% Federal Medi-Cal; 45% State Medi-Cal; 10% Mental Health Realignment) **25-4141**

C.82. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Fred Finch Youth Center, in an amount not to exceed $2,541,247 to provide Medi-Cal specialty mental health services for seriously emotionally disturbed youth for the period July 1, 2025 through June 30, 2026. (50% Federal Medi-Cal; 50% State Medi-Cal) **25-4142**

C.83. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John H. Karan, M.D. (dba Delta Medical Neurology), in an amount not to exceed $750,000 to provide neurology services for Contra Costa Health Plan members and County recipients for the period September 1, 2025 through August 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4143**

C.84. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed $32,330 to Paradise Adolescent Homes, Inc., for additional Medi-Cal specialty mental health services for seriously emotionally disturbed youth in Contra Costa County provided during the period April 1, 2025 through June 30, 2025, as recommended by the Health Services Director. (50% Federal Medi-Cal; 50% State Medi-Cal) **25-4144**

C.85. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with San Ramon Valley Fire Protection District, to extend the term through October 1, 2026 for continued emergency ambulance services in County's Emergency Response Area IV. (Non-financial agreement) **25-4145**

C.86. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Focus Strategies, in an amount not to exceed $227,000 to provide consultation and technical assistance to the Health, Housing and Homeless Services Division to promote and facilitate the reduction of unsheltered homelessness in Contra Costa County for the period July 1, 2025 through June 30, 2026. (56% Housing and Homeless Incentive Program funds; 44% Homeless Housing Assistance and Prevention funds) **25-4146**

C.87. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed $2,185,587 to provide rapid re-housing and homeless prevention services to families enrolled in the County's Employment and Human Services Department's CalWORKs program for the period July 1, 2025 through June 30, 2026. (100% Employment and Human Services Department CalWORKs) **25-4147**

C.88. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with GE HFS, LLC, in an amount not to exceed $455,000 and a related agreement to lease a GE Revolution EVO Gen 2 EX Mobile CT Unit and Trailer for Contra Costa Regional Medical Center and reimburse GE HFS, LLC for assessed property taxes for the period October 13, 2025 through October 15, 2028. (100% Hospital Enterprise Fund I) **25-4148**

Attachments: Lease Agreement- GE Healthcare

C.89. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Atrium Hospice LLC (dba Atrium Hospice), in an amount not to exceed $1,400,000 to provide hospice services to Contra Costa Health Plan members and County recipients for the period August 1, 2025 through July 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4149**

C.90. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Neil Sachs, M.D., in an amount not to exceed $250,000 to provide outpatient psychiatric care services to adults with mental illness in West County for the period October 1, 2025 through September 30, 2026. (100% Mental Health Realignment) **25-4150**

C.91. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Boutros Dental Corporation, in an amount not to exceed $950,000 to provide oral surgery services at Contra Costa Regional Medical Center, Health Centers and the Martinez Adult Detention Facility for the period July 1, 2025 through June 30, 2028. (100% Hospital Enterprise Fund I) **25-4151**

C.92. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bi-Bett, in an amount not to exceed $293,999 to provide transitional housing services for homeless adult males who have recently completed substance use treatment, including referrals from the County's Assembly Bill 109 program for the period July 1, 2025 through June 30, 2026. (70% Assembly Bill 109; 30% Opioid Settlement funds) **25-4152**

C.93. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oxford House, Inc., in an amount not to exceed $321,837 to provide alcohol and drug abuse prevention and treatment services to County residents in a recovery residence living facility for the period July 1, 2025 through June 30, 2026. (25% Substance Abuse Prevention and Treatment Discretionary Fund; 36% Opioid Settlement Funds; 36% Residential Substance Abuse Treatment Program; 3% Assembly Bill 109) **25-4153**

C.94. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Fresenius Medical Care Practice Holdings, Inc., in an amount not to exceed $3,600,000 to provide dialysis services for Contra Costa Health Plan members and County recipients for the period October 1, 2025 through September 30, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4154**

C.95. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County contract amendments with 179 Contra Costa Health Plan network providers specified on the attached list, effective January 1, 2026, to allow the Contra Costa Health Plan to meet Dual Eligible Special Needs Plans (D-SNPs) eligibility status and authorize existing contractors to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the original payment limits or terms. (No fiscal impact) **25-4155**

Attachments: D-SNP Agreement Amendment Provider List 10.7.2025

C.96. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute of Valencia), an amount not to exceed $201,233 for outside clinical laboratory services for Contra Costa Regional Medical Center provided during the period January 1, 2024 through July 31, 2024, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I) **25-4156**

C.97. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Tulare County Office of Education, to pay the County an amount not to exceed $92,000 to provide expansion of mentoring services and continuous development of prevention and youth programs for the period July 1, 2025 through June 30, 2027. (No County match) **25-4157**

C.98. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Digestive Care, Inc., in an amount not to exceed $1,200,000 to provide gastroenterology services for Contra Costa Health Plan members and County recipients for the period June 1, 2025 through May 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4158**

C.99. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ashwini Anumandla, M.D., in an amount not to exceed $600,000 to provide gastroenterology services at Contra Costa Regional Medical Center and Health Centers for the period October 1, 2025 through September 30, 2026. (100% Hospital Enterprise Fund I) **25-4159**

C.100. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Legacy Court, L.P, to develop and implement the Legacy Court Project to provide housing and supportive services for individuals and their families who have severe mental illness and/or serious emotional disturbance and who are homeless, or at risk of becoming homeless under the No Place Like Home Program effective October 1, 2025 and shall be coterminous with the state No Place Like Home Regulatory Agreement through September 30, 2045, with an option to extend the term for one-year periods. (Non-financial agreement) **25-4160**

C.101. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ebrahim Ahmadi M.D., P.C., in an amount not to exceed $300,000 to provide primary care physician services for Contra Costa Health Plan members and County recipients for the period October 1, 2025 through September 30, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4161**

C.102. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Health Care Services, to provide Managed Mental Health Care services for Medi-Cal eligible residents of Contra Costa County for the period July 1, 2025 through December 31, 2026. (Non-financial) **25-4162**

C.103. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Children's Hospital & Research Center at Oakland (dba UCSF Benioff Children's Hospital), to increase the payment limit by $155,000 to an amount not to exceed $455,000 for additional prenatal hemoglobinopathy screening services with no change in the term ending June 30, 2026 (100% Hospital Enterprise Fund I) **25-4163**

C.104. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, to pay County an amount not to exceed $19,006,640 to provide a Supplemental Food Program for Women, Infants and Children (WIC) services for the period October 1, 2025 through September 30, 2028. (No County match) **25-4164**

C.105. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Naomi Natalie Terao, M.D., in an amount not to exceed $425,000 to provide outpatient psychiatric care services for mental health patients with a substance abuse disorder in Contra Costa County for the period October 1, 2025 through September 30, 2026. (100% Mental Health Measure X) **25-4165**

C.106. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Forward Advantage Holdings, Inc., in an amount not to exceed $2,500,000 to provide network log-in software licenses, maintenance and support for Contra Costa Health's Information Systems Unit for the period October 30, 2025 through December 29, 2028. (100% Hospital Enterprise Fund I) **25-4166**

C.107. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with BHC Sierra Vista Hospital, Inc., in an amount not to exceed $250,000 to provide inpatient psychiatric hospital services to County-referred adults and adolescents for the period July 1, 2025 through June 30, 2026, including a six-month automatic extension through December 31, 2026 in an amount not to exceed $125,000. (100% Mental Health Realignment) **25-4167**

C.108. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Teodoro P. Nissen, M.D., Inc. (dba Bay Area Orthopedic Surgery and Sports Medicine), in an amount not to exceed $300,000 to provide orthopedic surgery services for Contra Costa Health Plan members and County recipients for the period August 1, 2025 through July 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4168**

C.109. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Leica Microsystems Inc., in an amount not to exceed $65,290 to provide preventative maintenance and repair services of the pathology equipment at Contra Costa Regional Medical Center for the period April 1, 2025 through March 31, 2028. (100% Hospital Enterprise Fund I) **25-4169**

C.110. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Covelo Direct, LLC, in an amount not to exceed $400,000 for the provision of temporary pharmacists and pharmacy technicians at Contra Costa Regional Medical Center and Health Centers to provide coverage during peak loads, temporary absences, and emergencies for the period July 1, 2025 through June 30, 2027. (100% Hospital Enterprise Fund I) **25-4170**

C.111. APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review Credentialing Committee and Medical Director and the Health Services Director on August 14 and 28, 2025, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (No fiscal impact) **25-4171**

Attachments: Provider Lists-August 14 and 28, 2025

C.112. AUTHORIZE the Auditor-Controller to reimburse the new Chief of Plant Operations in the Health Services Department for reasonable moving expenses incurred in relocating in a total amount not to exceed $10,000. (100% Hospital Enterprise Fund I) **25-4172**

C.113. RATIFY the Health Services Director's cancellation by written mutual consent of a contract between the County and Pacific Medical Care, effective October 1, 2025. (No fiscal impact) **25-4173**

Human Resources

C.114. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Human Resources Director, to execute (1) a purchase order with Carahsoft Technology Corporation in an amount not to exceed $22,440, and (2) a Subscription Agreement with LinkedIn Corporation, for a vendor-hosted job posting portal for the period October 8, 2025, through October 7, 2026. (100% General Fund) **25-4174**

C.115. APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with GovernmentJobs.com, Inc. (dba NeoGov), in an amount not to exceed $626,521 for a vendor-hosted internet-based performance management system for the period of October 15, 2025, through October 14, 2028. (100% General Fund) **25-4175**

C.116. ADOPT Position Adjustment Resolution No. 26512 to reallocate the salary of the Fire District Communications Center Manager (represented) in the Contra Costa County Fire Protection District. (100% Fire District General Operating Fund) **25-4176**

Attachments: PAR No. 26512 Reallocate Salary of FD Communications Center Mgr 10.7.25

C.117. ADOPT Position Adjustment Resolution No. 26479 to add two Forensic Social Worker (25WC) (represented) positions in the Office of the Public Defender. (Cost neutral) **25-4177**

Attachments: PAR 26479 Add FSW

C.118. ADOPT Position Adjustment Resolution No. 26494 to transition one (1) Mental Health Specialist II- Project position and its incumbent to the Merit System classification of Mental Health Specialist II (represented) in the Health Services Department. (Cost increase-Mental Health Realignment) **25-4178**

Attachments: PAR 26494 Attachment A
PAR 26494

C.119. ADOPT Position Adjustment Resolution No. 26495 to reassign one (1) vacant Secretary-Advanced Level (represented) position from Emergency Medical Services to Hospital and Health Centers in the Health Services Department. (Cost shift - 100% Hospital Enterprise Fund I) **25-4179**

Attachments: 26495

C.120. ADOPT Position Adjustment Resolution No. 26502 to reallocate the salary of Director of Risk Management - Exempt (AJD3) at Salary Plan and Grade BD5 1001 from $15,719.17 - $19,106.75 to BD5 1001 $17,330.39 - $21,065.19, as recommended by the Human Resources Department. (100% Risk Management Internal Service Funds) **25-4180**

Attachments: PAR 26502 Reallocate Director Dept Risk Management

Library

C.121. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, an amended purchase order with DigiCert, Inc., in an amount not to exceed $11,301 for the renewal and upgrade of the Ultra DNS subscription, an application that improves Internet browsing security, speed, and efficiency, for the period June 1, 2025 through May 31, 2027. (100% Library Fund) **25-3579**

C.122. APPROVE and AUTHORIZE the County Librarian, or designee, to close the Prewett Library in Antioch on Friday, November 28, 2025 to coincide with the holiday closure of the Antioch Community Center. (No fiscal impact) **25-4181**

C.123. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, LP, in an amount not to exceed $33,026 for the renewal of Rubrik Enterprise Edition subscription, for the period April 8, 2025 through April 7, 2028. (100% Library Fund) **25-4182**

C.124. APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with Follett Software, LLC, in an amount not to exceed $9,092 for the purchase of a Follett Destiny Solutions subscription for a library management application, effective for five (5) years upon contract execution. (100% Library Fund) **25-4183**

C.125. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order amendment with DigiCert, Inc., to increase the payment limit by $582 to a new payment limit of $11,883 with no change to the term, to manage the Domain Name System for the Library's online services. (100% Library Fund) **25-4184**

Public Defender

C.126. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Public Defender, a purchase order amendment with Caltronics Business Systems to increase the payment limit by $75,000 to a new payment limit of $390,000 for copier rentals and managed print services with no change to the term through February 24, 2026. (100% General Fund) **25-4185**

Attachments: PO 020747.PDF

Public Works

C.127. Acting as the governing body of the Crockett-Carquinez Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the District, a lease-purchase agreement between the District and JP Morgan Chase Bank N.A., to purchase two fire engines, for an amount not to exceed $1,734,116 over a 10-year term. (100% Crockett-Carquinez Fire Protection District Funds) **25-4186**

C.128. Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute on behalf of the District a license agreement with Good Sports, LLC, to use and maintain approximately 3,800 square feet of District property located west and adjacent to the Licensee's property at 5844 Pacheco Boulevard, Assessor's Parcel Number 188-077-018, for ingress and egress purposes, during the term from October 7, 2025, through October 7, 2035, for an initial annual payment of $4,500, as recommended by the Public Works Director, Pacheco area. (100% Licensee Funds) **25-4187**

Attachments: License Agreement

C.129. ADOPT Resolution No. 2025-332 terminating and abandoning an Offer of Dedication of excess road right of way on Bernhard Avenue, and AUTHORIZE the Director of Public Works to execute a quitclaim deed to release any interest the County may have in the property, as recommended by the Public Works Director, Richmond area. (100% Applicant Fees) **RES 2025-332**

Attachments: Recordable Resolution Exhibit A and B
Quitclaim Deed Exhibit A and B
Map of Tewksbury Heights

C.130. ADOPT Resolution No. 2025-333 approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue between Grizzly Peak Blvd. and Lake Drive, on October 21, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Kensington area. (No fiscal impact) **RES 2025-333**

C.131. ADOPT Resolution No. 2025-334 accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for minor subdivision MS14-00012 for a project developed by Ravinder Parmar, as recommended by the Public Works Director, Walnut Creek area. (100% Developer Fees) **RES 2025-334**

C.132. ADOPT Resolution No. 2025-335 accepting completion of landscape improvements without the need of a warranty period for subdivision SD17-09300, for a project developed by Shapell Industries, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact) **RES 2025-335**

C.133. ADOPT Resolution No. 2025-336 accepting completion of the warranty period for the Subdivision Agreement and release of cash deposit for subdivision SD16-09301, for a project developed by Shapell Industries, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees) **RES 2025-336**

C.134. ADOPT Resolution No. 2025-337 approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on October 14, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2025-337**

C.135. ADOPT Resolution No. 2025-338 approving and authorizing the Public Works Director, or designee, to fully close a portion of Coventry Road, between Ardmore Road and 716 Coventry Road, on October 20, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2025-338**

C.136. ADOPT Resolution No. 2025-339 declaring October 2025 as Creek and Channel Safety Awareness Month, ACCEPT the status report and DIRECT the Public Works Department and the Flood Control and Water Conservation District to continue with implementation and the annual campaign of a Countywide sustainable Creek and Channel Safety Awareness Program, as recommended by the Chief Engineer, Flood Control and Water Conservation District, Countywide. (100% Flood Control Zone 3B Funds) **RES 2025-339**

C.137. ADOPT Resolution No. 2025-340 approving the Stormwater Management Facilities Operation and Maintenance Agreement for tree permit TP16-00005, for a project being developed by Stonehurtz Properties, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact) **RES 2025-340**

Attachments: Recordable Resolution for TP16-00005
Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry

C.138. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum with ATS Traffic Ltd., in an amount not to exceed $3,000,000, for the purchase of Safety and Traffic Management equipment and related products for use by Public Works Road Maintenance, during the period of October 7, 2025 through June 27, 2029, Countywide. (100% Local Road Funds) **25-4188**

Attachments: Participating Addendum - ATS Traffic Ltd. - FINAL
ATS Traffic Contract 042225-ATST

C.139. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum with CDW Government, LLC., in an amount not to exceed $2,500,000, for the purchase of technology products, services and related solutions, during the period of October 7, 2025 through February 27, 2028, Countywide. (100% User Departments) **25-4189**

Attachments: Participating Addendum Contract 121923
CDW Contract 121923-CDW

C.140. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to a blanket purchase order with Antioch Building Materials Co., effective October 7, 2025, to increase the payment limit by $400,000 to a new payment limit of $1,100,000, and extend the term through April 25, 2027, Countywide. (100% Local Road Funds) **25-4190**

C.141. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with ST Engineering Leeboy, Inc., in an amount not to exceed $3,000,000, for the purchase of road paving equipment, for use by the Public Works Department, during the period of October 7, 2025 through August 1, 2026. (100% Local Road Funds) **25-4191**

Attachments: Participating Addendum - ST Engineering FINAL 9 18 2025
ST Engineering LeeBoy Inc - Contract 060122-VTL

C.142. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with Garland/DBS, Inc., in an amount not to exceed $10,000,000, for the purchase of roofing and waterproofing supplies, related products and ancillary services for use by the Public Works Department, during the period of October 7, 2025 through October 14, 2029, Countywide. (100% General Fund) **25-4192**

Attachments: Participating Addendum
PW Contract

C.143. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with OneSource Distributors, LLC and Rexel USA, Inc., in amounts not to exceed $2,000,000, to supply electrical materials and components for the period November 1, 2025 through October 31, 2030, Countywide. (100% General Fund) **25-4193**

C.144. APPROVE and AUTHORIZE the Public Director, or designee, to execute a contract in an amount not to exceed $2,700,000 with WSP USA Inc. for construction management services related to the Vasco Road Safety Improvement Project Phase 2 for the period October 8, 2025 through June 30, 2029, Brentwood area. (62% East Contra Costa Regional Fee and Financing Authority Funds and 38% Regional Measure 3 Funds) **25-4194**

Attachments: Contract WSP Vasco

C.145. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Sharjo, LLC, effective August 31, 2025, to increase the payment limit by $1,000,000 to a new payment limit of $4,000,000 and extend the term through August 31, 2026, for on-call restoration services at various County sites and facilities, Countywide. (100% General Fund) **25-4195**

C.146. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with C & J Painting, effective October 7, 2025, to increase the payment limit by $1,500,000 to a new payment limit of $6,000,000, for on-call painting services at various County sites and facilities, Countywide. (100% General Fund) **25-4196**

C.147. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Global ARFF Services, LLC in an amount not to exceed $500,000, to provide aircraft rescue firefighting apparatus, maintenance and repairs, for the period of October 7, 2025 through October 6, 2030, Countywide. (100% Fleet Internal Service Fund) **25-4197**

C.148. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement with the East Contra Costa Regional Fee Authority and the State Route 4 Bypass Authority for the Vasco Road Safety Improvements – Phase 2 project, Brentwood Area. (62% East Contra Costa Regional Fee and Financing Authority Funds and 38% Regional Measure 3 Funds) **25-4198**

Attachments: JEPA-Joint Exercise of Powers of Agreement

C.149. APPROVE and AUTHORIZE the Public Works Director, or designee, to advertise the Demolition of Old Juvenile Hall project, Martinez area (40% Juvenile Facilities Improvement Construction Funds, 24% Orin Allen Youth Rehabilitation Facility Sale Proceeds, 36% General Fund) **25-4199**

Attachments: BOS Approval for demolition 11-28-23
NOE Old Juvenile Hall Demolition 8-10-23-signed

C.150. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Valley Air Conditioning & Repair, Inc. in an amount not to exceed $1,000,000, to provide on-call cogeneration plant maintenance and repair services at various County sites and facilities, for the period of October 1, 2025 through September 30, 2030, Countywide. (75% General Fund, 25% Hospital Enterprise Funds) **25-4200**

C.151. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Waterproofing Associates, Inc. in an amount not to exceed $7,000,000, to provide on-call roofing and exterior/interior waterproofing services at various County sites and facilities, for the period of September 15, 2025 through September 14, 2030, Countywide. (100% General Fund) **25-4201**

C.152. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the First Amendment to License Agreement between Contra Costa County and City of Concord for the purpose of establishing a long-term maintenance and operation plan with the City of Concord for a portion of the Iron Horse Corridor Trail. (No fiscal impact) **25-4202**

Attachments: First Amendment to License Agreement

C.153. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Roofing Constructors, Inc. in an amount not to exceed $3,000,000, to provide on-call roofing and exterior/interior waterproofing services at various County sites and facilities, for the period of September 15, 2025 through September 14, 2030, Countywide. (100% General Fund) **25-4203**

C.154. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Blackboard LLC, to provide training video services with no change to contract term or payment limit. (No fiscal impact) **25-4204**

Attachments: Learning Management System Contract

C.155. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Autumn Wood I, LP, Pinewood Condominiums, LP, and Vaca Villa Apartments, LP Trust, for approximately 6,603 square feet of office space located at 2151 Salvio Street, Suite 310, Concord, for the Library – Project Second Chance, for a five-and-a-half-year term, at an initial annual rent of $174,319, with annual increases thereafter. (100% Library Fund) **25-4205**

Attachments: Lease 2151 Salvio St. Suite 310

C.156. APPROVE an allocation of $310,000 from the Measure X Parks & Recreation funding allocation (District III portion) to expand parks and recreation programming and facilities in District III, and AUTHORIZE the Public Works Director, or designee, to execute contracts with identified public and private nonprofit organizations to provide the expanded parks and recreation programming and facilities for the period July 1, 2025 through June 30, 2027, as recommended by Supervisor Burgis. (100% Measure X Parks & Recreation funding allocation, District III portion) **25-4206**

Attachments: Attachment A - Supervisor Burgis Funding Recommendations Revised

C.157. APPROVE the FCZ 1 Marsh Creek Storm Damage Repair Project and AUTHORIZE the Chief Engineer, or designee, to advertise the Project, Brentwood area. (100% Flood Control Zone 1 Funds) **25-4207**

Attachments: NOE FCZ 1 Marsh Creek Storm Repair

C.158. DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact) **25-4208**

Attachments: Surplus Vehicles and Equipment

Risk Management

C.159. Acting as the governing board of the Contra Costa County Housing Authority, DENY claim filed by Malika Darrett. **25-4209**

C.160. DENY claims filed by Alana Allerton; Lilian Chavez; Kimberly Davis; Karen Jones; Lori & Gary Lawhon; Belen Andrea Masry; Vanessa E. Pimenta obo herself & minor E.M.C.P. (4); Pleasant Hill Recreation & Park District; and William E. Schupp. **25-4210**

C.161. RECEIVE report concerning the final settlement of Mark Emeryvs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $350,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund) **25-4211**

Sheriff

C.162. ADOPT Resolution No. 2025-341 authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant, with an initial allocation of up to $100,000 for the abatement of abandoned vessels on county waterways and surrendered vessels, for the period October 1, 2025 through September 30, 2027. (90% State, 10% County In-kind match) **RES 2025-341**

C.163. ADOPT Resolution No. 2025-342 authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding, including contract amendments and extensions pursuant to the grant guidelines, with the California State Parks, Division of Boating and Waterways for its FY 2025/2026 Boating Safety and Enforcement Equipment Grant, with an initial allocation of up to $78,703 for repair and purchase of boat equipment for the Sheriff's Marine Patrol Unit. (100% State) **RES 2025-342**

C.164. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to accept a donation in the amount of $45,000 from the California Municipal Finance Authority to support the Contra Costa County Sheriff's Search and Rescue Team operations. (100% Donation Revenue) **25-4212**

C.165. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Magnet Forensics, LLC in an amount not to exceed $20,160 for the use of the Axiom software in the Office of the Sheriff Investigations Division, for the period November 25, 2025 through November 24, 2026. (100% General Fund) **25-4213**

C.166. APPROVE and AUTHORIZE the Purchasing Agent, to execute, on behalf of the Sheriff-Coroner, a purchase order with LexisNexis, a division of RELX Inc., in an amount not to exceed $30,600, and ACCEPT a Master Prison Solutions Agreement to facilitate access to the courts law services for inmates confined in the Contra Costa County Office of the Sheriff Detention Facilities, for the period November 1, 2025 through October 31, 2028. (100% General Fund) **25-4214**

C.167. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Professional Accounts Management, LLC for a web-based software for processing autonomous parking citations, at no cost to the County, for the period October 1, 2025 through June 30, 2026. (No fiscal impact) **25-4215**

Treasurer - Tax Collector

C.168. ADOPT Resolution No. 2025-343 authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code 3698, as recommended by the Treasurer-Tax Collector. **RES 2025-343**

Attachments: 2026 Public Auction List
Resolution Attachment

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

BOARD OF SUPERVISORS STANDING COMMITTEES

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

Airport Committee: December 18, 2025 at 10:00 a.m.
Economic Development Committee: December 1, 2025 at 10:30 a.m.
Equity Committee: October 20, 2025 at 10:30 a.m.
Family and Human Services Committee: October 13, 2025 at 10:30 a.m.
Finance Committee: November 3, 2025 at 9:30 a.m.
Head Start Advisory Committee: November 17, 2025 at 9:00 a.m.
Internal Operations Committee: October 27, 2025 at 10:30 a.m.
Legislation Committee: October 27, 2025 at 9:00 a.m.
Los Medanos Healthcare Operations Committee: November 3, 2025 at 10:00 a.m.
Public Protection Committee: October 20, 2025 at 1:30 p.m.
Resilient Shoreline Committee: October 13, 2025 at 9:00 a.m.
Sustainability Committee: November 10, 2025 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: October 27, 2025 at 1:00 p.m.

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

Glossary of Acronyms, Abbreviations, and other Terms

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. For a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms.

File #: 25-4069 **Agenda Date:** 10/7/2025 **Agenda #:** D.1.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Nomination of 2026 Officers of the Board of Supervisors

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ELECT a Supervisor to be Chairperson of the Board of Supervisors for calendar year 2026 or until the selection of a successor, whichever occurs later.
2. ELECT a Supervisor to be Vice Chairperson of the Board of Supervisors for calendar year 2026 or until the selection of a successor, whichever occurs later.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

At the first meeting of each calendar year, the Board of Supervisors reorganizes, updates its rules of procedure, establishes the list of standing and ad hoc committees and appoints Board members to committees, and discusses prior year accomplishments and new year goals and challenges. Preparation for the annual reorganization meeting requires many weeks of staff effort, under the direction of the Board Chair.

The Board of Supervisors votes to select its officers following a nomination process. Although not a requirement, the Board has rotated the offices of Chair and Vice Chair among the five members, i.e., each member would serve as Chair at least once during their term in office.

The Chair serves as presiding officer of the Board; rules on questions of procedure; nominates for Board approval representatives to Board committees whose appointment is not otherwise provided for; signs resolutions, ordinances, contracts, leases and other official documents approved by the Board; preserves order and decorum; and decides all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board of Supervisors.

The Vice Chair has and may exercise all powers and duties of the Chair at the meetings at which the Chair is absent. If neither the Chair nor the Vice Chair is present at a Board meeting, the Board members present select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that meeting only.

Because the reorganization requires substantial thought and planning, early selection of new year officers permits the incoming Board Chair to take an active role in planning for the annual reorganization.

CONSEQUENCE OF NEGATIVE ACTION:

Planning and administration of the annual board reorganization may take longer to implement if the 2026 board officers are not decided in the fall of 2025.

BOS HISTORICAL LIST OF CHAIR & VICE CHAIR 2000-2025

DATE	District I	District II	District III	District IV	District V	*Chair*	*Vice Chair*
2025	John Gioia	Candace Andersen	Diane Burgis	Ken Carlson	Shanelle Scales-Preston	*Andersen*	*Burgis*
2024	John Gioia	Candace Andersen	Diane Burgis	Ken Carlson	Federal Glover	*Glover*	*Andersen*
2023	John Gioia	Candace Andersen	Diane Burgis	Ken Carlson	Federal Glover	*Gioia*	*Glover*
2022	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Mitchoff*	*Glover*
2021	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Burgis*	*Glover*
2020	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Andersen*	*Burgis*
2019	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Gioia*	*Andersen*
2018	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Mitchoff*	*Gioia*
2017	John Gioia	Candace Andersen	Diane Burgis	Karen Mitchoff	Federal Glover	*Glover*	*Mitchoff*
2016	John Gioia	Candace Andersen	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Andersen*	*Piepho*
2015	John Gioia	Candace Andersen	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Gioia*	*Andersen*
2014	John Gioia	Candace Andersen	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Mitchoff*	*Gioia*
2013	John Gioia	Candace Andersen	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Glover*	*Mitchoff*
2012	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Piepho*	*Glover*
2011	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Karen Mitchoff	Federal Glover	*Uilkema*	*Piepho*
2010	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Susan Bonilla	Federal Glover	*Gioia*	*Uilkema*
2009	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Susan Bonilla	Federal Glover	*Bonilla*	*Gioia*
2008	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Susan Bonilla	Federal Glover	*Glover*	*Bonilla*
2007	John Gioia	Gayle B. Uilkmema	Mary N. Piepho	Susan Bonilla	Federal Glover	*Piepho*	*Glover*
2006	John Gioia	Gayle B. Uilkema	Mary N. Piepho	Mark DeSaulnier	Federal Glover	*Gioia*	*Piepho*
2005	John Gioia	Gayle B. Uilkema	Mary N. Piepho	Mark DeSaulnier	Federal Glover	*Uilkema*	*Gioia*
2004	John Gioia	Gayle B. Uilkema	Donna Gerber	Mark DeSaulnier	Federal Glover	*Glover*	*Uilkema*
2003	John Gioia	Gayle B. Uilkema	Donna Gerber	Mark DeSaulnier	Federal Glover	*DeSaulnier*	*Glover*
2002	John Gioia	Gayle B. Uilkema	Donna Gerber	Mark DeSaulnier	Federal Glover	*Gioia*	*DeSaulnier*
2001	John Gioia	Gayle B. Uilkema	Donna Gerber	Mark DeSaulnier	Federal Glover	*Uilkema*	*Gioia*
2000	John Gioia	Gayle B. Uilkema	Donna Gerber	Mark DeSaulnier	Joe Canciamilla	*Gerber*	*Uilkema*

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-317 **Agenda Date:** 10/7/2025 **Agenda #:** D.2.

To: **Board of Supervisors**

From: Dr. Grant Colfax, Health Services Director

Report Title: Hearing to Consider Adoption of Revised Fees for the Contra Costa County Health Services Department, Environmental Health Division, Small Water System Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. RECEIVE staff presentation regarding the increase of two regulatory fees charged by the Contra Costa County Health Services Department, Environmental Health Division ("EH Division"), Small Water System Program ("SWS Program"), based on a fee study;

2. OPEN a public hearing regarding the adoption of the attached Resolution, to increase regulatory fees charged by the EH Division, SWS Program, effective October 7, 2025, for Local Small Water System (2 -4 connections) and State Small Water System (5-14 connections);

3. RECEIVE oral and written testimony, public comments, and any objections to the resolution; and CLOSE the public hearing; CONSIDER staff's presentation, all testimony, public comments, objections, the staff report, Appendix A.6 of the NBS "Contra Costa County Health Services, Environmental Health Division Fee Study," dated June 6, 2025, (Attachment 1), and all other testimony and materials presented to the Board prior to the close of the public hearing;

4. ADOPT Resolution, (Attachment 2) increasing SWS Program regulatory fees charged by the EH Division, effective October 7, 2025, for Local Small Water System (2-4 connections) and State Small Water System (5-14 connections); and

5. DIRECT the Health Services Director, or designee, to terminate the Contra Costa County Local Primacy Delegation Agreement with sufficient statutory notice so that the Agency's regulatory authority terminates no later than February 28, 2026, returning the regulatory oversight of the delegated small public water systems back to the State Water Resources Control Board.

FISCAL IMPACT:

Revenue from the increased Environmental Health Division Fees will recover the division's reasonable costs to administer its non-public Small Water System Program, including staff costs and overhead expenses connected with those programs. There will be no impact to the General Fund.

BACKGROUND:

Regulation of Public Small Water Systems

California has operated a public Drinking Water Protection Program since 1915. Beginning in 1976, the California drinking water program has been conducted under an agreement with the United States Environmental Protection Agency ("US EPA") that delegates primacy to the State. The State Water Resources Control Board ("State Water Board") is responsible for regulating approximately 7,500 public water systems that provide drinking water to over 98 percent of California's population. A "public water system" is a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year. (Cal. Health & Saf. Code, § 116275, subd. (h).)

California Health and Safety Code sections 116270-116762.60 authorize the State Water Board to conduct ongoing surveillance and inspections of public water systems, to issue operational permits to the systems, to ensure water quality monitoring is conducted, and to take enforcement actions when violations occur. These include public water systems that supply small communities, as well as systems that supply restaurants, hotels, parks, schools, businesses, and similar "non-communities".

Until 1992, local health agencies and the state shared responsibility for regulating and permitting public small water systems ("SWSs"). Chapter 1248, Statutes of 1992 ("AB 2995"), required the state to take over the regulation of these systems. This law is now codified as California Health and Safety Code ("HSC") section 116270 et seq. Section 116565 establishes annual fees to be paid by SWSs. Section 116330 creates a process that allows the state to enter into delegation agreements with local health jurisdictions, making them responsible for regulating the SWSs. These agreements are termed Local Primacy Agency ("LPA") delegation agreements and allow the counties to regulate SWSs with between 2 and 199 service connections. Contra Costa County entered into its first LPA delegation agreement in 1993. The County's most recent LPA delegation agreement became effective on November 30, 2013 ("Attachment 3") and was later amended by the State Water Board in January 2017 ("Attachment 4"). As of January 24, 2025, California has delegated primacy to 26 counties. The State Water Board regulates all public water systems in the remaining 32 counties, as well as those SWSs serving between 200 and 1,000 service connections in the LPA delegated counties.

Local Primacy Agency Delegation Agreement for 75 Public Small Water Systems

In Contra Costa County, there are currently 75 public SWSs delegated to the LPA with permits issued by the Contra Costa County Health Services Department, Environmental Health Division ("EH Division"). The public water systems delegated to the LPA are divided into the following categories and also defined by HSC section 116275:

- Community Water System ("CWS"): A public water system that serves at least 15 service connections used by yearlong residents or serves at 25 yearlong residents of the area served by the system. Examples of CWSs are rural mobile home parks, apartments, condominiums, and large residential subdivisions. CWSs account for 28 out of the 75 SWSs delegated to and regulated by the LPA.

- Transient, Non-community Water System ("TNCWS"): A public noncommunity water system that does not regularly serve at least 25 of the same persons over six months per year. Examples of TNCWSs are rural gas stations, restaurants, campgrounds, marinas, and churches. TNCWSs account for 42 out of the 75 SWSs delegated to and regulated by the LPA.

- Non-transient, Non-community Water System ("NTNCWS"): A public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year. Examples of NTNCWSs are rural schools, office and industrial buildings, and businesses that have their own water systems. NTNCWSs account for 5 out of the 75 SWSs delegated to and regulated by the LPA.

The EH Division as the LPA is authorized to collect fees to recover the costs of regulating these public SWSs. At the June 24, 2025 Board of Supervisors meeting, the Board adopted fee updates for many EH Division programs but elected to revisit the SWS Program fee updates at a later date ("Resolution 2025-225"). As explained in the "Contra Costa County Health Services, Environmental Health Division Fee Study," dated June 6, 2025, ("Attachment 1"), current EH Division SWS Program permit fees collected by the County are inadequate. Current fees only provide funding of $75,423 for the public SWS Program expenses but a funding of $244,751 is necessary to recover full costs of the public SWS program. Accordingly, there is a $169,328 deficit to the LPA.

A significant increase to the EH Division permit fees is necessary to recover the full cost (salaries, benefits, overhead, etc.) of the LPA Program. Given the aforementioned $195,162 deficit, proposed fee increases range from 161% to 357%, depending on the fee category. Currently, many of the EH Division public SWS permit fees are higher than the State Water Board fees for comparable fee categories (see table below).

Permit Type	Unit	Capacity	Current Fees	Proposed Fees	Percent Change	SWB Fees	# of Active SWSs
Small Water System Annual Permit Fee Comparisons							
Community ground water system	connections	15-24	$1,392	$3,867	178%	$677	10
Community ground water system	connections	25-99	$1,392	$3,631	161%	$677-1121	12
Community ground water system with treatment	connections	25-99	$1,392	$4,368	214%	$677-1121	1
Community ground water system	connections	100-199	$1,740	$4,697	170%	$1132-2253	5
Non-transient, non-community groundwater system			$1,215	$4,058	234%	$862-2256	3
Non-transient, non-community groundwater system w/ treatment			$1,392	$4,180	200%	$862-2256	2
Transient, non-community surface water system			$1,392	$5,728	311%	$1,509	2
Transient, non-community transient groundwater system			$510	$2,329	357%	$1,509	35
Transient, non-community groundwater system w/ treatment			$870	$2,509	188%	$1,509	5

However, in all permit categories, the proposed permit fees charged by the County will be significantly more than the permit fees adopted by the State Water Board. Many State Water Board regulated SWS permit fees are based on the number of service connections. Similar to the County, the fees collected by the State are used to support the activities related to SWSs regulated by the State. These fees are not used to support LPA counties.

In 2020, LPA counties were hopeful about the proposed Assembly Bill ("AB") 2296, authorizing LPA counties to elect to participate in a funding stabilization program, administered by the State Water Board, to fund regulatory oversight of SWSs. Despite the California Association of Environmental Health Administrators' ("CAEHA") and Rural County Representatives of California's ("RCRC") efforts, AB 2296 was vetoed. The Governor's Veto Message indicated that "this bill would authorize LPA counties to elect to

participate in a funding stabilization program, administered by the State Water Board, to fund regulatory oversight of small public drinking water systems. The goal of stabilizing the funding that is needed to assist LPAs with providing proper regulatory oversight of small water systems is laudable and fits into the state's overarching goal of achieving clean drinking water for every Californian. However, to the extent that LPA counties choose to participate in the new funding stabilization program authorized by the bill, the State Water Board would need to raise fees to cover the costs of the program. If participation among LPAs is high, the total funding needed from the Safe Drinking Water Account to administer the funding stabilization program would almost certainly exceed the statutory funding cap, and as a result, the State Water Board would be unable to implement the program."

Therefore, any fee increase implemented by the County would further exacerbate the disparity between what the County would charge and what the State charges for regulatory oversight of SWSs. Some of our SWSs are serving disadvantaged communities and during the formal 60-day public comment period earlier this year, the public stated that increasing their permit fees will affect their already scarce operating and maintenance funds, making it difficult to comply with current and new requirements.

Currently, the permit fees for all public SWSs are paid through February 28, 2026, and are to be renewed March 1, 2026. If regulatory authority for the public SWSs is returned to the State by February 28, 2026, the public SWSs will not be subject to the increased fees. Accordingly, EH Division staff recommend returning the LPA program to the State, so that public SWS operators can take advantage of the lower permitting fees provided by the State Water Board and potentially benefit from opportunities to receive increased technical support and other funding opportunities. The operative LPA Delegation Agreement and HSC section 116330(c)(2) state that a local primacy delegation approved by the State Water Board shall remain in effect until the LPA provides 120-day advance written notice to the State Water Board that it no longer wishes to retain local primacy. As soon as the EH Division obtains authority from the Board to return the LPA program to the State, the EH Division will send a letter to the State to ensure that regulatory authority for public SWSs is reverted to the State by February 28, 2026.

34 Non-Public Small Water Systems Requiring Continued Regulation by Contra Costa Health

There are 34 non-public SWSs regulated under the Health Officer's authority in Contra Costa County. Non-public SWSs are regulated strictly by counties and have less stringent requirements than community water systems. There are two categories of non-public SWSs subject to the County Health Officer's regulatory authority: (1) State Small Water System; and (2) Local Small Water System.

A State Small Water System is defined by HSC section 116275 as a system that serves at least 5, but not more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year. An example includes a small subdivision.

Given the aforementioned definition of a State Small Water System and the Contra Costa County Ordinance Code section 414-4.221 definition of a SWS as a system which furnishes water for domestic purposes from 2 through 199 service connections, a Local Small Water System is interpreted as a system that serves between 2 and 4 service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year. An example of a Local Small Water System includes 2 or three parcels sharing a water source.

As explained in the "Contra Costa County Health Services, Environmental Health Division Fee Study," dated June 6, 2025, ("Attachment 1"), current EH Division permit fees for Local Small Water Systems and State

Small Water Systems that are collected by the County are inadequate. Current fees only provide funding of $14,790 for the non-public SWS Program expenses but the fee study projected that a funding of $40,624 is necessary to recover full costs of the program.

However, if the regulatory authority for the public SWS programs is returned to the State, it will impact the ultimate cost for the non-public SWS programs because overall, less support is needed from employees to regulate a smaller number of SWSs. Accordingly, the labor cost will decrease as included in Appendix A.6. Specifically, the Department calculates the "Office Admin." number in Appendix A.6 to decrease from 1.58 for both local small water system and state small water system to 0.25 each. Based on the calculation provided in Appendix A.6, the increased costs for Local Small Water Systems and State Small Water Systems are $474 and $910, respectively. An increase to the EH Division permit fees for these non-public SWSs is necessary to recover the full cost for regulation thereof. Accordingly, the EH Division proposes the following fees for the two non-public SWS Programs:

Permit Type	Unit	Capacity	Current Fees	Recommended Fees
Local Small Water System	Connections	2-4	$348	$474
State Small Water System	Connections	5-14	$522	$910

As the regulatory authority for these non-public SWSs remains with the County Health Officer, EH Division staff recommend that the Board adopt the above-referenced recommended fees, which are also included in the attached Resolution regarding updates to the EH Division fee schedule for all non-public SWSs, effective October 7, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If the regulatory authority of public small water systems is not reverted to the State and Environmental Health Division's current Small Water System Program fee schedule remains in place, regulated businesses, collectively, will pay less than the required necessary costs to administer this program, resulting in a significant deficit to the program. Additionally, even if the regulatory authority of public small water systems is reverted to the State but the fees for the non-public small water systems are not increased as recommended, the EH Division would not recover its reasonable costs of administering its regulatory program.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF ESTABLISHING AND ADJUSTING FEES FOR THE SMALL WATER SYSTEM PROGRAM CHARGED BY THE ENVIRONMENTAL HEALTH DIVISION OF THE CONTRA COSTA HEALTH SERVICES DEPARTMENT

The Contra Costa County Board of Supervisors FINDS, as follows:

A. California Health and Safety Code section 101325, Contra Costa County Ordinance Code section 413-3.204, and other applicable laws, regulations, and ordinances, authorize the County to adopt fees to recover the Health Service Department, Environmental Health Division's ("EH Division") costs to administer its Small Water System Program ("SWS Program").

B. Fees charged by the EH Division are intended to recover the reasonable regulatory costs to the County for issuing licenses and permits, performing investigations, inspections, and audits connected with the SWS Program administered by the EH Division. The amounts of the EH Division's fees are calculated to be no more than necessary to cover the reasonable costs of the EH Division's SWS Program, and the manner in which those costs are allocated to each fee payor bears a fair and reasonable relationship to each payor's burdens on, or benefits received from, the EH Division's SWS Program. (Cal. Const., art. XIII C, § 1(e).)

C. The EH Division's operations and expenses connected with its SWS Program are intended to be financed entirely by revenues from fees imposed by the EH Division. Fees charged by the EH Division for various programs were last reviewed and adopted by the Board of Supervisors in Resolution No. 2025-225 in June 2025. However, at that time the Board elected to revisit the SWS Program fee updates at a later date. Therefore, the fees charged by the EH Division for the SWS Program have not been adjusted since the 2019 adoption of Resolution No. 2019/521. Since 2019, the EH Division's costs to administer its SWS Program have increased. These increased costs include increases in personnel and overhead costs, as well as other expenses. Therefore, revenues from current fees are insufficient to recover the EH Division's reasonable costs to administer its SWS Program. The fees need to be adjusted to ensure that they continue to bear a fair and reasonable relationship to the fee payors' burdens on or benefits from the SWS Program administered by the EH Division, and to ensure the EH Division charges fees that recover the reasonable costs of administering the EH Division's SWS Program.

D. The Division contracted with independent financial consulting firm, NBS, to conduct a review of time accounting data to develop fees that are based on fully-burdened hourly rates aligned with the Division's regulatory activities, as more particularly described in the NBS Fee Study, dated June 6, 2025 ("Fee Study") attached as Attachment 1 to the Staff Report in support of this Resolution. The Fee Study determined that certain regulatory fees for programs require adjustment to ensure the EH Division's fees continue to bear a fair and reasonable relationship between the fee payors' burdens on or benefits from the regulatory activities for which the fees are charged, and also to ensure the EH Division is able to recover its reasonable costs of performing its regulatory activities.

E. Based on the Fee Study, the Health Services Department, Environmental Health Division recommends that the Board of Supervisors direct the Department to return regulatory authority of public SWS Program to the State, and adopt the fee tables attached as Attachment A to this resolution ("Fee Schedule") and incorporated herein, to establish fees to be charged for the EH Division's SWS Program, including increased fees for the non-public SWS Program. The fees set forth in the Fee Schedule are calculated to recover the reasonable regulatory costs to the County for issuing licenses and permits, performing investigations, inspections, and audits connected with those regulatory activities performed by the EH Division's SWS Program. Additionally, based on the Fee Study, the fees set forth in the Fee

Schedule are no more than necessary to recover the reasonable costs of EH Division's activities, and the manner in which those costs are allocated to payors of the fees bears a fair and reasonable relationship to each payor's burdens on, or benefits received from, the EH Division's activities.

F. In accordance with Government Code section 66018, the EH Division caused a hearing notice to be published twice in the East Bay Times, on September 26, 2025, and October 3, 2025, to give notice of the October 7, 2025 hearing on the adoption of the Fee Schedule for the SWS Program.

G. On October 7, 2025, the Board of Supervisors held a noticed public hearing on the EH Division's proposed fee update for the SWS Program. The Board has considered all comments, testimony, and objections submitted verbally or in writing before the close of the public hearing. The Board of Supervisors has considered the Fee Study, the Fee Schedule, the Staff Report, staff presentation, public comments and testimony, any objections to the fees, and all other information and materials presented to the Board before the close of the public hearing.

NOW, THEREFORE, BE IT RESOLVED

1. The Board FINDS that the fees set forth in the Fee Schedule, attached hereto as Attachment A, (a) are calculated to recover but not exceed the reasonable regulatory costs to the EH Division for issuing licenses and permits, performing investigations, inspections, and audits in connection with the SWS Program administered by the Division, and (b) each of the fees bears a fair and reasonable relationship to each payor's burdens on and benefits from the SWS Program administered by the EH Division. The Board further FINDS that the fees will recover the EH Division's reasonable costs to administer its SWS Program, including the increased fees for the non-public SWS Program.

2. The Board ADOPTS the Fee Schedule, attached hereto as Attachment A, as the Fee Schedule for the EH Division's SWS Program. The Fee Schedule attached hereto as Attachment A shall be effective as of October 7, 2025.

3. The Board AUTHORIZES the Health Services Director, or designee, to collect delinquent SWS Program permit fees, including penalties and the County's administrative, legal, and collection costs, in accordance with Ordinance Code section 413-3.1206, and any other applicable ordinances and laws.

4. This Resolution is effective immediately upon its adoption on October 7, 2025. This Resolution supersedes and replaces the Small Water System fees established in Resolution No. 2025-225 in their entirety.

CONTRA COSTA COUNTY
HEALTH SERVICES
ENVIRONMENTAL HEALTH DIVISION

Final Report for:

Fee Study

June 6, 2025

Prepared by:

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helping communities fund tomorrow

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1. EXECUTIVE SUMMARY

NBS performed a Fee Study (Study) for Contra Costa Environmental Health (CCEH), a Division of the Contra Costa County Health Services Department. The purpose of this report is to present the findings and recommendations of the various fee analyses performed as part of the Study and provide CCEH with the information needed to update and establish regulatory fees for service. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold the statutory and Constitutional requirements of the State of California.

California cities, counties, and special districts may impose regulatory fees for services and activities they provide through provisions set forth in the Health and Safety Code, Government Code, Public Resources Code, Water Code and California Code of Regulations and the police power under the California Constitution. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. For a regulatory fee to qualify as a fee and not a tax, the estimated costs of the regulatory service or regulatory activity must be provided, and the basis for determining the manner in which the costs are apportioned must bear a fair or reasonable relationship to the payor's burdens on, or benefits from, the regulatory activity. Regulatory fees pay for the reasonable regulatory costs associated with operating a regulatory program, including issuing licenses and permits, performing investigations, inspections and audits, as well as other regulatory activities such as associated training, travel and overhead.

CCEH's main reason for conducting this Study was twofold: (1) first, to ensure that existing fees do not exceed the costs of service and bear a reasonable relationship to the payor's burdens on or benefit from regulatory activity; and (2) second, to provide an opportunity for the Board of Supervisors to re-align fee amounts with localized cost recovery policies.

1.1 Findings

This Study examined regulatory fees managed by the Contra Costa Environmental Health Division (CCEH). The Study identified an estimated $12.2 million in eligible costs for recovery from fees for service compared to approximately $9.1 million CCEH is currently collecting each year from fees. The table on the following page provides a summary of the Study's results:

Table 1. Report Summary

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus/ Deficit
Solid Waste	$ 18,992	$ 28,028	$ (9,036)
Medical Waste	241,752	320,437	(78,685)
Body Art	187,702	256,329	(68,627)
Commercial Cannabis	18,172	8,947	9,225
Land Use	1,179,178	937,927	241,251
Small Water Systems	90,213	285,375	(195,162)
Recreational Health	930,340	781,402	148,937
Retail Food	5,748,569	8,097,605	(2,349,036)
Plan Review	586,169	1,234,604	(648,435)
General Program Fees	72,712	203,032	(130,320)
Total	**$ 9,073,799**	**$ 12,153,687**	**$ (3,079,888)**

Should the Board adopt fees at the full cost recovery amounts determined by this Study, an additional $3.1 million in costs could be recovered, to recover the full costs of the regulatory programs. The fees have been calculated to ensure they remain proportional to a payor's burdens on or benefits from the regulatory program.

1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from proportional regulatory fees, and provides a comparative survey of fees to neighboring agencies for similar services. The report is organized into the following sections:

- Section 2 - Outlines the general framework, approach, and methodology of the Fee Study.
- Section 3 - Discusses the results of the cost of service analysis for each program including calculation of the fully burdened hourly rate, and calculation of the costs of providing service.
- Section 4 - Presents the conclusions of the analysis provided in the preceding sections.
- Appendices to this report - Include additional details of the analysis performed and a comparison of the fees imposed by neighboring agencies for similar services.

2. INTRODUCTION AND FUNDAMENTALS

2.1 Scope of Study

The Contra Costa Environmental Health Division administers the following programs:

- Solid Waste
- Medical Waste, including safe drug disposal
- Body Art
- Commercial Cannabis
- Land Use
- Small Water Systems
- Recreational Health
- Retail Food, including detention facilities
- Plan Review
- General Program Fees

The fees examined in this report focus on regulatory fees and other applicable fees for services, and specifically excludes fines and penalties imposed by CCEH for violations of its requirements or codes.[1]

2.2 Methods of Analysis

Three phases of analysis were completed for the Environmental Health Division:



2.2.1 COST OF SERVICE ANALYSIS

This cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Direct Costs:

- **Direct personnel costs –** Salary, wages and benefits expenses for personnel specifically involved in the provision of services and activities to the public.
- **Direct non-personnel costs –** Discrete expenses attributable to a specific service or activity performed, such as contractor costs, third-party charges, and materials used in the service or activity.

[1] According to the California Constitution Article XIII C § 1 (e) (4) and (5), the CCEH is not limited to the costs of service when imposing fines and penalties.

Indirect Costs:

- **Indirect personnel costs –** Personnel expenses supporting the overall provision of services, including and not limited to line supervision, departmental management, administrative support, and time spent on general training related activities. These support activities cannot be identified to a single fee objective, but rather support the entire fee program as a whole.
- **Indirect non-personnel costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to individual fee/rate categories.
- **Overhead costs** – These are expenses, both labor and non-labor, related to County-wide support services. Support services include general administrative services such as County Administrator, Finance, Human Resources, etc. The amount of costs attributable to CCEH included in this Study were sourced from the CCEH Cost Allocation Plan published on the California State Controller Office website and adopted operating budget.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the Division in the provision of all services and activities County-wide.

Nearly all the fees reviewed in this Study require specific actions on the part of CCEH staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Environmental Health fee programs. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened rate requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services.

The annual cost of providing services was derived from the earlier steps of the cost of service analysis described above. The number of staff hours available was determined through a review of a complete list of the County's Environmental Health Division staff and/or available service hours of its contracted professionals (where applicable). CCEH also supplied the total number of paid labor hours for each employee involved in the delivery of services included in this Study. NBS reviewed documentation regarding basic types of leave such as vacation, sick, and holiday time to establish a Net Paid Productive Hours for each position. These "net" available hours represent the amount of time available to provide both fee-recoverable and non-fee recoverable services and activities. Time tracking records for the fee programs studied as part of this analysis, when available, proved useful in identifying time spent providing indirect categories of service (e.g., division administration, plan review, inspection, public information assistance, etc.), versus direct categories of service for individual fee for service activities. The annual full cost of providing fee for service activities divided by the available labor hours attributable to the fee program equals the composite, fully burdened hourly rate.

The fully burdened rate was then applied at the individual fee level through further time data analysis to yield the average total cost of providing each fee for service or activity. NBS received three (3) fiscal years' worth of time tracking data that was used to establish an average amount of time spent per year on each individual fee for service activity. This data was analyzed and then reviewed and revised carefully by the Division's staff and managers. Based on the results of this review, CCEH reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level

provided. Where needed, NBS also assisted CCEH in estimating the average amount of staff time required for services that did not have tracked time data to rely upon or where the tracked time data did not reflect the reasonable level of effort required to perform the service.

It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and Division managers to assess the reasonableness of such estimates.

2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- **Addition to and deletion of fees** – The Study provided the opportunity to propose additions and deletions to the current fee schedule, as well as to re-name, re-organize, and clarify fee names and categories as needed. Many of these fee revisions allow for better adherence to current practices, as well as for improvement in the calculation, application, and collection of the fees when administered by staff.
- **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- **Documentation of the tools used to calculate special cost recovery –** CCEH's fee schedule should include the fully burdened rate developed by the Study. Documenting that rate in the fee schedule provides an opportunity for the Board of Supervisors to approve a rate for cost recovery under a "time and materials" approach, when needed. It also provides clear publication of the rate so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, the published hourly rate is used to estimate a flat fee or bill on an hourly basis, at the director's discretion.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Possible and typical outcomes of the fee analysis include:

- No current recovery of costs from fee revenues (or insufficient information available for evaluation).
- Partial recovery of the full cost of service through fees.
- Fee exceeds the full cost of service.

In all cases, Regulatory fees should not exceed the full cost of service. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service based fee to a tax, which would require voter approval to implement. The purpose of any fee study is to establish the necessary and reasonable cost of providing regulatory services. For any fee that exceeds the full cost recovery outcome, the fee must be reestablished at no more than the full cost of service.

The County can decide upon the "recommended" or "target" level of cost recovery for each fee, established at either the full cost of service or any amount less than the calculated full cost of service. Targets and recommendations reflect discretion on the part of the agency based on a variety of factors, such as existing CCEH policies and County-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

2.2.4 COMPARATIVE FEE SURVEY

Policy makers often request a comparison of their jurisdictional fees to those of surrounding or similar communities. The purpose of a comparison is to provide a sense of market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments.

NBS worked with CCEH to choose five comparative agencies – Alameda County, Sacramento County, San Mateo County, Santa Clara County and Sonoma County. The results of the comparison are detailed in Appendix C, and are for informational and comparative purposes only.

It is important to keep the following in mind when interpreting the general approach to, and use of, comparative survey data:

- Comparative surveys do not provide information about cost recovery policies or procedures inherent in each comparison agency.
- A "market-based" decision to price services below the full cost of service calculation is the same as deciding to subsidize that service from other funding sources (e.g. General Fund monies).
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis of the comparative agencies' fees.
- The results of comparative fee surveys are often non-conclusive for many fee categories due to comparative agencies using varied terminology for similar services and different fee setting methodologies.

NBS made every reasonable attempt to source each comparison agency's fee schedule from their respective websites and compile a comparison of fee categories and amounts for the most readily comparable fee items that match CCEH's existing fee structure.

2.2.5 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee calculation phases of this Study:

- The Adopted Budget for Fiscal Year 2024-25
- A complete list of all CCEH personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- Prevailing adopted fee schedules
- Annual workload data (number of permits processed/services performed)

The adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate CCEH's financial documents and budget practices, nor was the cost

information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts CCEH's budget as a legislatively adopted directive describing the most appropriate and reasonable level of CCEH spending. NBS consultants accept the Board of Supervisors' deliberative process and CCEH's budget plan and further assert that through this legislative process, CCEH has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

3. ENVIRONMENTAL HEALTH DIVISION

The mission of the Contra Costa Environmental Health Division (CCEH) is to protect and promote the health of the people of Contra Costa County, through programs for safe food, safe water for drinking and recreation, and the sanitary management of wastes. CCEH is a regulatory agency that provides oversight for businesses and property owners to protect the health and safety of the citizens of Contra Costa County and our environment.

CCEH is organized into various programs, summarized as follows:

- **Solid Waste** – Enforcement of standards for the collection, handling, storage and disposal of residential, commercial and industrial solid waste.
- **Medical Waste** – Services include conducting required inspections, complaint investigations, in-service training, and consultation to all generators of medical waste. Also includes review of stewardship programs for safe drug disposal.
- **Body Art** – Services include conducting required inspections, complaint investigations, in-service training, and consultation to all generators of body art practitioners.
- **Commercial Cannabis** – Regulation of commercial cannabis health permits required to conduct any type of commercial cannabis activity. This includes review of applications and unannounced inspections of cannabis operations.
- **Land Use** – Ensures the compliance of wells & septic systems.
- **Small Water Systems** – Regulation of small water systems, including small Public Water Systems and Non-Public Water Systems.
- **Recreational Health** – Ensures that public swimming pools, spas, water recreation attractions and natural bathing places are maintained or operated in compliance with local and state regulations.
- **Retail Food** – Ensuring that food establishments operate in compliance with Local, State and Federal regulations.
- **Plan Review** – Ensures that all construction or remodeling of food and recreational health facilities conform to local and state regulations.
- **General Program Fees** – Miscellaneous fees that are applicable to all programs, where required.

3.1 Cost of Service Analysis

NBS developed a composite, fully burdened, hourly rate for CCEH as shown in Table 2 on the next page:

Table 2. Fully Burdened Hourly Rate

Expenditure Type	Other Funding Sources	Direct Services (Fee Recovery)	Total
Labor	$ 1,539,239	$ 4,194,236	$ 5,733,475
Recurring Non-Labor	154,773	421,738	576,512
Overhead	63,033	171,758	234,791
Division Administration [4]	-	8,028,917	8,028,917
Division Subtotal	**$ 1,757,045**	**$ 12,816,649**	**$ 14,573,694**
Other Funding Sources [3]	$ (1,757,045)	$ (182,000)	
Division Total	**$ -**	**$ 12,634,649**	
Fully Burdened Hourly Rate	**n/a**	**$ 376**	
Reference: Direct Hours Only		33,565	

[3] Includes revenue from misc forfeits & penalties, CalRecycle LEA, waste tire grants, stormwater, etc.

[4] Refer to Section 2.2.1 and Appendix B for more information on the types of costs included in the analysis.

CCEH incurs a total annual cost of approximately $14.6 million, of which approximately $12.8 million is eligible for recovery from fees for service. These costs are first offset by revenue from alternate funding sources such as grants, fines and penalties. Approximately $12.6 million remains targeted for recovery from fees for service. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **$376**, rounded to the nearest dollar.

3.2 Fee Establishment

The following is a summary of the overall changes to the CCEH fee schedule:

- Solid Waste
  - Deletion of fees that are no longer used or needed, such as application fee.
  - Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure such as moving safe drug disposal to medical waste fee schedule.
- Medical Waste: Deletion of fees that are no longer used or needed, such as application fee.
- Body Art
  - Deletion of fees that are no longer used or needed, such as application fee.
  - Addition of new fee categories, notated as “New” in the Current Fee column of Appendix A.3[2] such as body art school plan review.
- Commercial Cannabis: Deletion of fees that are no longer used or needed, such as application fee.
- Land Use
  - Deletion of fees that are no longer used or needed, such as:
    - Application fee

[2] Refer to Section 2.2, *Methods of Analysis*, for additional discussion on the Study’s approach to adding, deleting, and revising fee categories.

        - Well destruction permit – when done at inspection of replacement well
        - Soil Borings 11 or more
        - Soil Vapor Probe 11 or more
        - CPT Permit 11 or more
        - Piezometer w/out Casing Permit 11 or more
        - Annual Permit for Driller Conducting Shallow Hole/Notification Only
        - Shallow Hole Notification
    - Addition of new fee categories, notated as "New" in the Current Fee column of Appendix A.5 such as health officer appeal hearing.
- Water System: Deletion of fees that are no longer used or needed, such as application fee and non-community ground water system – prepackaged food only.
- Recreational Health: Deletion of fees that are no longer used or needed, such as application fee, and addition of new fee categories, notated as "New" in the Current Fee column of Appendix A.7 such as temporary inactive pool.
- Retail Food Permit
    - Deletion of fees that are no longer used or needed, such as:
        - Application fee
        - Campus without Cafeteria
        - Wiping Rags Business
    - Addition of new fee categories, notated as "New" in the Current Fee column of Appendix A.8 such as:
        - Microenterprise Home Kitchen Operations
        - Detention Facility Kitchen
        - School w/1 On-Campus Food Service Location
        - MFF:
            - Full Prep (Unenclosed/Enclosed)
            - Limited Commissary – Prepackaged only
            - Registered Service Commissary (Parking only)
        - CMFO:
            - Prepackaged non-PHF > 25 sq. ft (non-motorized)
            - Prepackaged PHF (non-motorized)
        - Temporary Events
            - Sampling/Demonstrators
            - Prepackaged/Beverage
        - Temporary event application penalties when submitted less than 2 weeks prior to event.
- Plan Review: Addition of new fee categories, notated as "New" in the Current Fee column of Appendix A.9 such as CMFO – Limited Prep and Spray Ground.
- General Program Fees: Relocated miscellaneous fees from Recreational Health to General Program Fees. These fees are applicable to all programs where required.

3.3 Cost Recovery Evaluation

Appendix A.1 – A.10 presents the results of the detailed cost recovery analysis of fees for Contra Costa's Environmental Health Division. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list.

Currently, CCEH is recovering approximately $9.1 million per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, approximately $12.2 million would be recovered.

Table 3. Cost Recovery Outcomes

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus/ Deficit
Solid Waste	$ 18,992	$ 28,028	$ (9,036)
Medical Waste	241,752	320,437	(78,685)
Body Art	187,702	256,329	(68,627)
Commercial Cannabis	18,172	8,947	9,225
Land Use	1,179,178	937,927	241,251
Small Water Systems	90,213	285,375	(195,162)
Recreational Health	930,340	781,402	148,937
Retail Food	5,748,569	8,097,605	(2,349,036)
Plan Review	586,169	1,234,604	(648,435)
General Program Fees	72,712	203,032	(130,320)
Total	**$ 9,073,799**	**$ 12,153,687**	**$ (3,079,888)**

NBS provided a full cost of service evaluation and the framework for considering fees, while CCEH staff determined the appropriate cost recovery levels at or below full cost amounts.

4. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the proposed Fee Schedule has been prepared by CCEH staff for implementation and included in the Division's Staff Report to the Board of Supervisors.

The adopted Fee Schedule should become a living document. The following are recommended best management practices for the County's future consideration:

- A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the CCEH. Once adopted by the Board of Supervisors, the fee schedule establishes fees that will be charged and supersedes all previous fee schedules.
- A comprehensive review and analysis to the extent presented in this report is recommended on a periodic basis, approximately every three to five years. Conducting a comprehensive fee study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change. In between comprehensive fee program reviews, CCCEH could consider recommending adjusting these fees on an annual basis to keep pace with negotiated wage increases for staff and cost increases for supplies.

As discussed throughout this report, the intent of the proposed fee schedule is to improve CCEH's recovery of costs incurred to provide individual services within the regulatory program. Predicting the amount to which any adopted fee increases will affect CCEH revenues is difficult to quantify. For the near-term, CCEH should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels, proposed fee amendments should enhance cost recovery performance over time, providing CCCEH the ability to stretch other resources (e.g. General Fund monies) further for the benefit of the public at-large.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including CCEH's budgets, time estimate data, and workload information from CCEH staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

APPENDIX A.1

Cost of Service Analysis – Solid Waste

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis: Estimated Average Labor Time Per Activity (hours) – Office Admin	Travel	EHS - DARS Data	Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenues – Current Fee	Full Cost Recovery
Solid Waste				[1,2]										
1		Solid Waste Tonnage Fee	per ton	[3]							$ 1.25			
2		Mandatory Garbage Service Subscription												
	4493	Exemption	flat		0.00	0.00	0.57	0.57	$ 376	**$ 215**	$ 89	28	$ 2,492	$ 6,008
3		Non-Franchise Solid Waste Collection & Transport												
	4425	Permit	per vehicle		0.00	0.00	0.78	0.78	$ 376	**$ 294**	$ 220	75	$ 16,500	$ 22,020
4		Bio Solid Facility Sites												
		Annual Inspection	flat		0.00	0.00	2.00	2.00	$ 376	**$ 753**	$ 316	0	$ -	$ -
		Quarterly Inspection	per quarter		0.00	0.00	8.00	8.00	$ 376	**$ 3,011**	$ 1,264	0	$ -	$ -
		Monthly Inspection	per month		0.00	0.00	16.00	16.00	$ 376	**$ 6,023**	$ 2,528	0	$ -	$ -
5		Bio-Solid Facility Application and Review Fee												
	4406	With Public Hearings	flat		0.00	0.00	10.00	10.00	$ 376	**$ 3,764**	$ 1,580	0	$ -	$ -
	4407	Without Public Hearings	flat		0.00	0.00	4.94	4.94	$ 376	**$ 1,860**	$ 780	0	$ -	$ -
6		Solid Waste Facility Permit												
	4404	Review Fee	flat		0.00	0.00	36.58	36.58	$ 376	**$ 13,771**	$ 1,580	0	$ -	$ -
7	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 224	0	$ -	$ -
TOTAL Solid Waste													**$ 18,992**	**$ 28,028**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject to other applicable penalties and enforcement procedures authorized by the state law and/or this code.

[3] NBS did not evaluate

APPENDIX A.2

Cost of Service Analysis – Medical Waste

Appendix A.2

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Medical Waste				[1,2]										
1	4501	Health Care Service Plan Facility	flat		0.07	0.05	24.15	24.27	$ 376	**$ 9,134**	$ 2,024	8	$ 16,192	$ 73,076
2		Medical/Dental/Veterinary Clinic												
	4503	< 200 lbs/month	flat		0.07	0.05	0.21	0.33	$ 376	**$ 123**	$ 116	1199	$ 139,084	$ 147,507
	4502	> 200 lbs/month	flat		0.07	0.05	6.75	6.87	$ 376	**$ 2,585**	$ 1,054	20	$ 21,080	$ 51,696
3		Medical/Dental/Veterinary Clinic w/on-site treatment systems												
	4504	< 200 lbs/month	flat		0.00	0.00	0.92	0.92	$ 376	**$ 345**	$ 280	0	$ -	$ -
	4506	> 200 lbs/month	flat		0.07	0.05	1.71	1.83	$ 376	**$ 688**	$ 589	3	$ 1,767	$ 2,063
4	4505	Small Quantity Generator w/on-site treatment system (< 200 lbs/month)	flat		0.00	0.00	0.56	0.56	$ 376	**$ 211**	$ 112	0	$ -	$ -
5	4520	Primary Care Clinic	flat		0.00	0.00	4.68	4.68	$ 376	**$ 1,762**	$ 931	0	$ -	$ -
6	4521	Intermediate Care Facility	flat		0.00	0.00	2.91	2.91	$ 376	**$ 1,095**	$ 580	0	$ -	$ -
7	5422	Acute Psychiatric Care	flat		0.00	0.00	2.69	2.69	$ 376	**$ 1,013**	$ 536	0	$ -	$ -
8		Acute Care Hospital												
	4526	1-99 Beds	flat		0.07	0.05	6.00	6.12	$ 376	**$ 2,302**	$ 1,807	1	$ 1,807	$ 2,302
	4525	100-199 Beds	flat		0.07	0.05	3.22	3.34	$ 376	**$ 1,256**	$ 2,207	4	$ 8,828	$ 5,024
	4524	200-250 Beds	flat		0.07	0.05	6.83	6.95	$ 376	**$ 2,615**	$ 2,783	1	$ 2,783	$ 2,615
	4523	251+ Beds	flat		0.07	0.05	5.35	5.47	$ 376	**$ 2,058**	$ 3,373	2	$ 6,746	$ 4,116
9		Skilled Nursing												
	4528	< 200 lbs/month	flat		0.07	0.05	0.62	0.74	$ 376	**$ 277**	$ 245	23	$ 5,635	$ 6,379
	4527	> 200 lbs/month	flat		0.07	0.05	1.54	1.66	$ 376	**$ 624**	$ 1,013	7	$ 7,091	$ 4,366
10	4529	Skilled Nursing Facility w/on-site treatment (< 200 lbs/month)	flat		0.00	0.00	1.83	1.83	$ 376	**$ 689**	$ 364	0	$ -	$ -
11	4533	Specialty Clinic (< 200 lbs/month)	flat		0.07	0.05	0.94	1.06	$ 376	**$ 398**	$ 931	19	$ 17,689	$ 7,558
12		Clinical Lab												
	4536	< 200 lbs/month	flat		0.00	0.00	0.66	0.66	$ 376	**$ 248**	$ 116	0	$ -	$ -
	4530	> 200 lbs/month	flat		0.07	0.05	4.23	4.35	$ 376	**$ 1,636**	$ 1,391	2	$ 2,782	$ 3,272
13	4537	Clinical Lab w/on-site treatment (< 200 lbs/month)	flat		0.07	0.05	1.83	1.95	$ 376	**$ 733**	$ 364	1	$ 364	$ 733

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
14		Bio Producer												
	4535	< 200 lbs/month	flat		0.07	0.05	0.86	0.98	$ 376	**$ 368**	$ 349	4	$ 1,396	$ 1,471
	4534	> 200 lbs/month	flat		0.07	0.05	1.33	1.45	$ 376	**$ 545**	$ 1,339	4	$ 5,356	$ 2,178
15		Bio Producer w/on-site treatment												
	4531	< 200 lbs/month	flat		0.00	0.00	1.83	1.83	$ 376	**$ 689**	$ 364	0	$ -	$ -
	4532	> 200 lbs/month	flat		0.07	0.05	7.96	8.08	$ 376	**$ 3,040**	$ 1,576	2	$ 3,152	$ 6,081
16		Common Storage Facility												
	4512	2-10 Generators	flat		0.00	0.00	1.83	1.83	$ 376	**$ 689**	$ 364	0	$ -	$ -
	4541	11-49 Generators	flat		0.00	0.00	2.92	2.92	$ 376	**$ 1,098**	$ 382	0	$ -	$ -
	4540	50+ Generators	flat		0.00	0.00	5.09	5.09	$ 376	**$ 1,916**	$ 1,013	0	$ -	$ -
17		Safe Drug Disposal												
	4580	Initial Plan Review	flat		0.00	0.00	31.04	31.04	$ 376	**$ 11,685**	$ 21,691	0	$ -	$ -
	4585	Amended Plan Review	flat		0.00	0.00	34.00	34.00	$ 376	**$ 12,798**	$ 1,194	0	$ -	$ -
18	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL Medical Waste													**$ 241,752**	**$ 320,437**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject t other applicable penalties and enforcement procedures authorized by the state law and/or this code.

APPENDIX A.3

Cost of Service Analysis – Body Art

					Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
No.	PE	Fee Description	Fee Unit Type	Notes	Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
BODY ART														
1		Body Art Facility												
	4960	Tattoo/Body Piercing	flat		0.43	0.24	0.48	1.14	$ 376	**$ 430**	$ 796	45	$ 35,820	$ 19,372
	4961	Permanent Cosmetics	flat		0.43	0.24	0.32	0.98	$ 376	**$ 370**	$ 796	64	$ 50,944	$ 23,697
2	4950	Body Arts Facility & School Permit	flat		0.43	0.24	1.65	2.31	$ 376	**$ 871**	$ 1,194	4	$ 4,776	$ 3,484
3	NEW	Body Arts School Plan Review	flat		0.00	0.00	2.00	2.00	$ 376	**$ 753**	NEW	0	$ -	$ -
4	4962	Body Arts Practitioner Yearly Registration	flat		0.00	0.00	0.75	0.75	$ 376	**$ 282**	$ 150	0	$ -	$ -
5	4955	Body Arts Temporary Practitioner Registration - 15 days	flat		0.00	0.00	0.50	0.50	$ 376	**$ 188**	$ 100	0	$ -	$ -
6		Body Arts Event Permit												
	4964	Organizer	per event		0.43	0.24	5.17	5.83	$ 376	**$ 2,196**	$ 244	1	$ 244	$ 2,196
	4965	Demonstrator	per station/ booth		0.00	0.00	0.33	0.33	$ 376	**$ 124**	$ 66	0	$ -	$ -
7		Mobile Body Arts												
	4974	Application to Operate (up to 4 hours)	flat		0.00	0.00	4.00	4.00	$ 376	**$ 1,506**	$ 796	0	$ -	$ -
	4966	Permit	flat		0.00	0.00	2.00	2.00	$ 376	**$ 753**	$ 398	0	$ -	$ -
8		Fixed Facility Application to Operate (up to 4 hours)												
	4970	Tattoo/Body Piercing	flat		0.43	0.24	3.65	4.31	$ 376	**$ 1,624**	$ 796	18	$ 14,328	$ 29,227
	4971	Permanent Cosmetics	flat		0.43	0.24	3.60	4.26	$ 376	**$ 1,605**	$ 796	94	$ 74,824	$ 150,862
	4972	Piercing	flat		0.43	0.24	3.75	4.41	$ 376	**$ 1,661**	$ 796	3	$ 2,388	$ 4,984
	4973	Branding	flat		0.00	0.00	4.00	4.00	$ 376	**$ 1,506**	$ 796	0	$ -	$ -
9	4968	Blood Borne Pathogen Trainer (up to 2 hours)	flat		0.43	0.24	5.89	6.55	$ 376	**$ 2,467**	$ 398	8	$ 3,184	$ 19,735
10		Practitioner ID Card	flat		0.00	0.00	0.23	0.23	$ 376	**$ 87**	$ 45	0	$ -	$ -
11	4975	Body Arts Facility Remodel Plan Review (up to 2 hours)	flat		0.43	0.24	1.79	2.45	$ 376	**$ 924**	$ 398	3	$ 1,194	$ 2,771
12	4967	Body Arts Plan Review (up to 4 hours)	flat		0.00	0.00	4.67	4.67	$ 376	**$ 1,758**	$ 796	0	$ -	$ -

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
13	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL BODY ART													**$ 187,702**	**$ 256,329**

Notes

[1] Sourced from: "2019-body-art-program-fees.pdf" downloaded from the County's website

[2] A technology fee surcharge will be assessed separately from the fees shown here to offset County costs associated with the permit tracking system.

[3] Unless otherwise noted, all inspections are annual regulatory inspections

APPENDIX A.4

Cost of Service Analysis – Commercial Cannabis

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
COMMERCIAL CANNABIS				[1, 2]										
1	**410**	Testing Laboratory Permit	flat		0.00	0.00	7.50	7.50	$ 376	**$ 2,823**	$ 1,492	0	$ -	$ -
2	**420**	Retail Storefront Permit (Type 10 State License)	flat	[3]	0.36	0.30	2.13	2.79	$ 376	**$ 1,050**	$ 2,985	2	$ 5,970	$ 2,100
3	**430**	Cannabis Delivery Permit (Originates Within Unincorporated)	flat		0.36	0.30	7.58	8.24	$ 376	**$ 3,101**	$ 2,985	1	$ 2,985	$ 3,101
4		Distribution Permit												
	435	Type 13 State License	flat		0.36	0.30	0.65	1.31	$ 376	**$ 493**	$ 1,492	1	$ 1,492	$ 493
	438	Transport Only - Type 11 State License	flat		0.00	0.00	7.50	7.50	$ 376	**$ 2,823**	$ 1,492	0	$ -	$ -
5		Manufacturing Permit												
	440	Type 6 State License	flat		0.36	0.30	0.65	1.31	$ 376	**$ 493**	$ 2,985	1	$ 2,985	$ 493
	445	Type N State License	flat		0.00	0.00	15.00	15.00	$ 376	**$ 5,646**	$ 2,985	0	$ -	$ -
	450	Type P State License	flat		0.00	0.00	15.00	15.00	$ 376	**$ 5,646**	$ 2,985	0	$ -	$ -
6	**448**	Manufacturing Only (Type S State License)	flat		0.00	0.00	2.50	2.50	$ 376	**$ 941**	$ 497	0	$ -	$ -
7	**460**	Cultivation Indoor Permit (Small or Medium State License)	flat		0.36	0.30	0.33	0.99	$ 376	**$ 372**	$ 1,990	2	$ 3,980	$ 744
8	**465**	Cultivation Outdoor Permit (Specialty or Nursery State License)	flat		0.00	0.00	7.50	7.50	$ 376	**$ 2,823**	$ 1,492	0	$ -	$ -
9	**425**	Cannabis Delivery Permit (Originates Outside Unincorporated)	flat		0.36	0.30	2.02	2.68	$ 376	**$ 1,008**	$ 380	2	$ 760	$ 2,017
10		Additional Inspection / Verified Complaint Inspection	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
11	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL COMMERCIAL CANNABIS													**$ 18,172**	**$ 8,947**

Notes

[1] Sourced from: "2019 Commercial Cannabis Fees" downloaded from the County's website

[2] Penalties will be imposed for delinquent payments as provided in County Ordinance No. 93-58; Article 413-3.1206

[3] Retail storefronts that also do deliveries need a retail storefront health permit and a delivery health permit

APPENDIX A.5

Cost of Service Analysis – Land Use

Appendix A.5

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Land Use				[1,2]										
Sewage Collection & Disposal														
1		Preliminary Investigations												
	4230	Site Evaluation	flat		1.10	0.00	0.06	1.16	$ 376	**$ 438**	$ 697	10	$ 6,915	$ 4,350
	4238	Percolation Test	flat		1.10	0.00	0.50	1.60	$ 376	**$ 604**	$ 995	42	$ 41,567	$ 25,233
	4233	Soil Profile Test	flat		1.10	0.00	0.26	1.36	$ 376	**$ 514**	$ 796	40	$ 31,798	$ 20,520
2		Standard/Conventional OWTS												
	4242	Standard/Conventional System Plan Review	flat		1.10	0.00	5.10	6.20	$ 376	**$ 2,336**	$ 697	6	$ 4,186	$ 14,025
	4212	Standard/Conventional System Construction/Replacement/Relocation Permit	flat		1.10	0.00	0.28	1.38	$ 376	**$ 521**	$ 1,592	22	$ 34,916	$ 11,431
3		Alternative OWTS												
	4243	Alternative System Plan Review	flat		1.10	0.00	7.22	8.32	$ 376	**$ 3,134**	$ 1,194	7	$ 8,417	$ 22,090
	4215	Alternative System Construction/Replacement/Relocation Permit	flat		1.10	0.00	18.41	19.51	$ 376	**$ 7,346**	$ 2,189	10	$ 21,719	$ 72,881
		Monitoring Report Audit	flat		0.00	0.00	0.50	0.50	$ 376	**$ 188**	$ 100	0	$ -	$ -
		Additional Plan Review	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
4		Related OWTS and Other Activities												
	4240	Building Plan Reviews - Building Additions/Remodels	flat		1.10	0.00	2.55	3.65	$ 376	**$ 1,376**	$ 697	35	$ 24,568	$ 48,490
	4221	Septic Tank Abandonment Permit	flat		1.10	0.00	0.15	1.25	$ 376	**$ 472**	$ 697	76	$ 52,775	$ 35,759
	4225	Septic Tank Replacement	flat		1.10	0.00	3.55	4.65	$ 376	**$ 1,752**	$ 697	23	$ 15,833	$ 39,799
	4253	Vault Privy	flat		1.10	0.00	5.58	6.69	$ 376	**$ 2,517**	$ 697	2	$ 1,638	$ 5,916
	4218	Sewage Holding Tank	flat		1.10	0.00	1.78	2.88	$ 376	**$ 1,085**	$ 1,364	3	$ 3,561	$ 2,833
	4219	OWTS Alteration Permit	flat		1.10	0.00	0.05	1.15	$ 376	**$ 435**	$ 1,277	11	$ 13,670	$ 4,653
	4241	General Building Plan Review	flat		1.10	0.00	0.15	1.25	$ 376	**$ 472**	$ 498	79	$ 39,268	$ 37,239
Liquid Waste Disposal Annual Permits														
5	4255	Portable Toilet Pumper Vehicle	flat		1.10	0.00	0.61	1.71	$ 376	**$ 645**	$ 252	4	$ 921	$ 2,359
6	4244	Septic System Pumper Vehicle	flat		1.10	0.00	0.54	1.64	$ 376	**$ 619**	$ 229	2	$ 538	$ 1,455
7	4245	Sewage Pumper Company	flat		1.10	0.00	1.57	2.67	$ 376	**$ 1,007**	$ 772	6	$ 4,838	$ 6,309

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Wells and Soil Borings														
8	4301	Soil Boring Permit	per parcel		0.04	0.00	0.42	0.46	$ 376	**$ 171**	$ 614	379	$ 232,935	$ 65,020
		Each Additional Soil Boring	per parcel		0.00	0.00	0.25	0.25	$ 376	**$ 94**	$ 50	0	$ -	$ -
9	4302	Soil Vapor Probe Permit	per parcel		0.04	0.00	1.49	1.53	$ 376	**$ 574**	$ 614	52	$ 31,865	$ 29,797
		Each Additional Soil Vapor Probe	per parcel		0.00	0.00	0.25	0.25	$ 376	**$ 94**	$ 50	0	$ -	$ -
10	4348	Geothermal Heat Exchange Well Permit	flat		0.04	0.00	4.86	4.90	$ 376	**$ 1,843**	$ 796	1	$ 623	$ 1,443
11	4349	Cathodic Protection Well Permit	flat		0.04	0.00	2.43	2.47	$ 376	**$ 928**	$ 697	20	$ 13,649	$ 18,172
12	4351	Dewatering Well Permit Up to 10 Wells	per parcel		0.04	0.00	2.30	2.34	$ 376	**$ 879**	$ 706	20	$ 14,009	$ 17,443
13	4352	Inclinometer Permit	per parcel		0.04	0.00	2.91	2.95	$ 376	**$ 1,109**	$ 608	9	$ 5,239	$ 9,552
14	4353	CPT Permit	per parcel		0.04	0.00	1.97	2.01	$ 376	**$ 755**	$ 557	83	$ 46,392	$ 62,870
		Each Additional CPT	per parcel		0.00	0.00	0.25	0.25	$ 376	**$ 94**	$ 50	0	$ -	$ -
15	4365	Monitoring Well Permit	flat		0.04	0.00	1.57	1.61	$ 376	**$ 604**	$ 697	160	$ 111,738	$ 96,872
16	4366	Piezometer w/out Casing Permit	per parcel		0.04	0.00	3.93	3.97	$ 376	**$ 1,493**	$ 614	2	$ 1,122	$ 2,728
		Each Additional Piezometer w/out Casing	per parcel		0.00	0.00	0.25	0.25	$ 376	**$ 94**	$ 50	0	$ -	$ -
17	4367	Piezometer with Casing Permit	flat		0.04	0.00	0.98	1.02	$ 376	**$ 382**	$ 632	9	$ 5,940	$ 3,592
18	NEW	Inclinometer/Piezometer Destruction Permit	flat		0.00	0.00	2.72	2.72	$ 376	**$ 1,024**	NEW	0	$ -	$ -
19	4368	Well Destruction Permit	flat		0.04	0.00	1.32	1.36	$ 376	**$ 510**	$ 671	296	$ 198,322	$ 150,785
20	4369	Domestic Well Construction Permit	flat		0.04	0.00	2.44	2.48	$ 376	**$ 932**	$ 1,383	86	$ 118,801	$ 80,038
21	4370	Well Variance	flat		0.04	0.00	0.44	0.48	$ 376	**$ 179**	$ 367	37	$ 13,511	$ 6,587
22	4371	Well Site Evaluation	per well		0.00	0.00	3.00	3.00	$ 376	**$ 1,129**	$ 597	0	$ -	$ -
23	4372	Irrigation/Ag Well Construction Permit	flat		0.04	0.00	1.38	1.42	$ 376	**$ 533**	$ 1,383	53	$ 73,664	$ 28,376
24	4399	Well Flow Test	flat		0.04	0.00	4.95	4.99	$ 376	**$ 1,877**	$ 796	5	$ 3,949	$ 9,309

					Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
No.	PE	Fee Description	Fee Unit Type	Notes	Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Subdivisions - Land Use Projects														
25		Department of Conservation & Development (DCD) report reviewed for land use permits; rezoning; developmental plans; EIR review; lot line adjustments; and DCD variance requests	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
26		Environmental Health Review of DCD Applications	flat		0.00	0.00	0.30	0.30	$ 376	**$ 113**	$ 59	0	$ -	$ -
Miscellaneous														
27	**NEW**	Health Officer Appeal Hearing	flat		0.00	0.00	4.00	4.00	$ 376	**$ 1,506**	NEW	0	$ -	$ -
28	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL Land Use													**$ 1,179,178**	**$ 937,927**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject t other applicable penalties and enforcement procedures authorized by the state law and/or this code.

APPENDIX A.6

Cost of Service Analysis – Small Water Systems

Appendix A.6

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Small Water System				[1,2]										
1	4623	Non-Community Surface Water System	flat		1.58	0.00	13.64	15.22	$ 376	**$ 5,728**	$ 1,392	1	$ 1,392	$ 5,728
2		Non-Community, Non-Transient												
	4626	Surface Waster System	flat		0.00	0.00	6.99	6.99	$ 376	**$ 2,631**	$ 1,392	0	$ -	$ -
	4624	Groundwater System	flat		1.58	0.00	9.20	10.78	$ 376	**$ 4,058**	$ 1,215	3	$ 3,645	$ 12,174
	4625	Groundwater System w/Treatment	flat		1.58	0.00	9.53	11.10	$ 376	**$ 4,180**	$ 1,392	4	$ 5,568	$ 16,720
3	4663	Non-Community, Transient Groundwater System	flat		1.58	0.00	4.61	6.19	$ 376	**$ 2,329**	$ 510	36	$ 18,360	$ 83,858
4		Community Ground Water System												
	4627	15-24 Connections	flat		1.58	0.00	8.70	10.27	$ 376	**$ 3,867**	$ 1,392	10	$ 13,920	$ 38,675
	4630	25-99 Connections	flat		1.58	0.00	8.07	9.65	$ 376	**$ 3,631**	$ 1,392	13	$ 18,096	$ 47,200
	4633	100-199 Connections	flat		1.58	0.00	10.90	12.48	$ 376	**$ 4,697**	$ 1,740	5	$ 8,700	$ 23,483
5		Community Ground Water System w/Treatment												
	4628	15-24 Connections	flat		0.00	0.00	0.33	0.33	$ 376	**$ 125**	$ 1,392	0	$ -	$ -
	4631	25-99 Connections	flat		1.58	0.00	10.03	11.60	$ 376	**$ 4,368**	$ 1,392	1	$ 1,392	$ 4,368
	4634	100-199 Connections	flat		0.00	0.00	4.28	4.28	$ 376	**$ 1,611**	$ 851	0	$ -	$ -
6		Community Surface Water System												
	4632	25-99 Connections	flat		0.00	0.00	3.43	3.43	$ 376	**$ 1,291**	$ 682	0	$ -	$ -
	4635	100-199 Connections	flat		0.00	0.00	4.28	4.28	$ 376	**$ 1,611**	$ 851	0	$ -	$ -
7	4661	Local Small Water System	flat		1.58	0.00	1.01	2.59	$ 376	**$ 974**	$ 348	20	$ 6,960	$ 19,485
8	4662	State Small Water System	flat		1.58	0.00	2.17	3.74	$ 376	**$ 1,409**	$ 522	15	$ 7,830	$ 21,139
9		Non-Community Ground Water System												
		With Food Preparation	flat		0.00	0.00	2.56	2.56	$ 376	**$ 964**	$ 510	0	$ -	$ -
	4664	With Treatment	flat		1.58	0.00	5.09	6.67	$ 376	**$ 2,509**	$ 870	5	$ 4,350	$ 12,546
10		Public Water System Plan Review												
	4665	New Community Water System	flat		0.00	0.00	8.74	8.74	$ 376	**$ 3,290**	$ 1,740	0	$ -	$ -
	4666	New Non-Community Water System	flat		0.00	0.00	8.74	8.74	$ 376	**$ 3,290**	$ 1,740	0	$ -	$ -
	4667	Amended Permit because of Ownership Change	flat		0.00	0.00	6.12	6.12	$ 376	**$ 2,304**	$ 1,218	0	$ -	$ -
	4668	Amended Permit because of System Change	flat		0.00	0.00	13.12	13.12	$ 376	**$ 4,939**	$ 2,610	0	$ -	$ -

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
11	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 224	0	$ -	$ -
TOTAL Small Water System													**$ 90,213**	**$ 285,375**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject t other applicable penalties and enforcement procedures authorized by the state law and/or this code.

APPENDIX A.7

Cost of Service Analysis – Recreational Health

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Recreational Health				[1,2]										
Swimming Pools/Spas														
1		Swimming Pool (Seasonal)												
	3630	Multi-Use	flat		0.22	0.24	0.80	1.26	$ 376	**$ 474**	$ 730	914	$ 667,220	$ 433,451
	3634	Each Additional Pool	flat		0.22	0.24	0.70	1.16	$ 376	**$ 437**	$ 261	158	$ 41,238	$ 68,982
2		Spa (Seasonal)												
	3632	Multi-Use	flat		0.22	0.24	0.51	0.97	$ 376	**$ 365**	$ 631	7	$ 4,417	$ 2,556
	3634	Each Additional Spa	flat		0.22	0.24	0.70	1.16	$ 376	**$ 437**	$ 261	158	$ 41,238	$ 68,982
3		Public School/Municipal/Public Pools (Seasonal)												
	3601	First Pool	flat		0.22	0.24	0.84	1.30	$ 376	**$ 489**	$ 730	2	$ 1,460	$ 979
	3606	Each Additional Pool	flat		0.22	0.24	1.17	1.63	$ 376	**$ 614**	$ 261	1	$ 131	$ 307
4		Public School/Municipal/Public Spa (Seasonal)												
	3603	First Spa	flat		0.00	0.00	3.17	3.17	$ 376	**$ 1,193**	$ 631	0	$ -	$ -
	3606	Each Additional Spa	flat		0.22	0.24	1.17	1.63	$ 376	**$ 612**	$ 261	1	$ 261	$ 612
5		Recreational Water Park (Seasonal)												
	3620	One System	flat		0.22	0.24	1.00	1.46	$ 376	**$ 550**	$ 1,263	1	$ 1,263	$ 550
	3624	Each Additional	flat		0.22	0.24	5.31	5.77	$ 376	**$ 2,172**	$ 631	5	$ 3,155	$ 10,859
6		Splash/Spray Park (Seasonal)												
	3636	One System	flat		0.22	0.24	0.61	1.07	$ 376	**$ 403**	$ 730	3	$ 2,190	$ 1,208
		Each Additional	flat		0.00	0.00	0.31	0.31	$ 376	**$ 117**	$ 261	0	$ -	$ -
7		Swimming Pool (Year Round)												
	3660	Multi-Use	flat		0.22	0.24	1.41	1.87	$ 376	**$ 704**	$ 835	121	$ 101,035	$ 85,166
	3664	Each Additional Pool	flat		0.22	0.24	1.22	1.68	$ 376	**$ 632**	$ 299	71	$ 21,229	$ 44,895
8	NEW	Temporarily Inactive Pool	flat		0.00	0.00	1.00	1.00	$ 376	**$ 376**	NEW	0	$ -	$ -
9		Spa (Year Round)												
	3662	Multi-Use	flat		0.22	0.24	0.59	1.05	$ 376	**$ 395**	$ 722	11	$ 7,942	$ 4,347
	3664	Each Additional Spa	flat		0.22	0.24	1.22	1.68	$ 376	**$ 632**	$ 299	71	$ 21,229	$ 44,895
10		Public School/Municipal/Public Pools (Year Round)												
	3650	First Pool	flat		0.22	0.24	0.89	1.35	$ 376	**$ 508**	$ 835	9	$ 7,515	$ 4,573
	3656	Each Additional Pool	flat		0.22	0.24	0.66	1.12	$ 376	**$ 422**	$ 299	10	$ 2,990	$ 4,215

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
11		Public School/Municipal/Public Spa (Year Round)												
	3653	First Spa	flat		0.00	0.00	3.17	3.17	$ 376	**$ 1,193**	$ 722	0	$ -	$ -
	3647	Each Additional Spa	flat		0.22	0.24	1.00	1.46	$ 376	**$ 550**	$ 299	5	$ 1,495	$ 2,748
12		Splash/Spray Park (Year Round)												
	3666	One System	flat		0.00	0.00	4.20	4.20	$ 376	**$ 1,581**	$ 835	0	$ -	$ -
		Each Additional	flat		0.00	0.00	1.50	1.50	$ 376	**$ 565**	$ 299	0	$ -	$ -
13	**3680**	Public Beach (Seasonal) - One System	flat		0.22	0.24	1.38	1.84	$ 376	**$ 693**	$ 1,444	3	$ 4,332	$ 2,078
14	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 224	0	$ -	$ -
TOTAL Recreational Health													**$ 930,340**	**$ 781,402**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject t other applicable penalties and enforcement procedures authorized by the state law and/or this code.

APPENDIX A.8

Cost of Service Analysis – Retail Food

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
RETAIL FOOD PERMIT				[2,3,6]										
Fixed Food Facilities														
1		Restaurant												
		0-25 Seats												
	601	RC1	flat		1.25	0.85	1.21	3.30	$ 376	**$ 1,244**	$ 798	235	$ 187,530	$ 292,240
	602	RC2	flat		1.25	0.85	2.35	4.44	$ 376	**$ 1,673**	$ 1,188	591	$ 702,108	$ 988,559
	603	RC3	flat		1.25	0.85	3.57	5.66	$ 376	**$ 2,132**	$ 1,686	175	$ 295,050	$ 373,086
		26-49 Seats												
	604	RC1	flat		1.25	0.85	1.47	3.56	$ 376	**$ 1,341**	$ 896	49	$ 43,904	$ 65,731
	605	RC2	flat		1.25	0.85	2.79	4.88	$ 376	**$ 1,838**	$ 1,258	365	$ 459,170	$ 670,984
	606	RC3	flat		1.25	0.85	3.99	6.08	$ 376	**$ 2,290**	$ 1,767	189	$ 333,963	$ 432,813
		50-149 Seats												
	607	RC1	flat		1.25	0.85	1.55	3.64	$ 376	**$ 1,372**	$ 1,194	16	$ 19,104	$ 21,945
	608	RC2	flat		1.25	0.85	2.75	4.84	$ 376	**$ 1,823**	$ 1,315	338	$ 444,470	$ 616,261
	609	RC3	flat		1.25	0.85	4.51	6.60	$ 376	**$ 2,486**	$ 1,885	347	$ 654,095	$ 862,556
		150+ Seats												
	610	RC1	flat		1.25	0.85	0.59	2.68	$ 376	**$ 1,010**	$ 1,242	10	$ 12,420	$ 10,102
	611	RC2	flat		1.25	0.85	2.60	4.69	$ 376	**$ 1,767**	$ 1,512	40	$ 60,480	$ 70,672
	612	RC3	flat		1.25	0.85	5.42	7.51	$ 376	**$ 2,828**	$ 2,073	138	$ 286,074	$ 390,304
2	619	Cocktail Lounge / Bar	flat		1.25	0.85	0.81	2.90	$ 376	**$ 1,093**	$ 884	63	$ 55,692	$ 68,859
3	620	Intermittent Snack Bar	flat		1.25	0.85	0.66	2.75	$ 376	**$ 1,037**	$ 732	49	$ 35,868	$ 50,791
4	614	Registered Exempt Retail Food Markets	flat		1.25	0.85	0.12	2.21	$ 376	**$ 833**	No Charge	119	$ -	$ 99,160
5	613	Incidental Retail Food Markets	flat		1.25	0.85	0.80	2.89	$ 376	**$ 1,089**	$ 498	112	$ 55,776	$ 121,995
6		Retail Food Markets												
		Less than 2,000 s.f.												
	615	RC1	flat		1.25	0.85	0.99	3.08	$ 376	**$ 1,161**	$ 793	454	$ 360,022	$ 526,985
	644	RC2	flat		1.25	0.85	1.95	4.04	$ 376	**$ 1,522**	$ 1,028	28	$ 28,784	$ 42,619
		2,001 to 4,000 s.f.												
	616	RC1	flat		1.25	0.85	1.17	3.26	$ 376	**$ 1,229**	$ 892	234	$ 208,728	$ 287,473
	645	RC2	flat		1.25	0.85	1.66	3.75	$ 376	**$ 1,413**	$ 1,200	15	$ 18,000	$ 21,194
		4,001 to 6,000 s.f.												
	617	RC1	flat		1.25	0.85	1.60	3.69	$ 376	**$ 1,390**	$ 973	25	$ 24,325	$ 34,759
	646	RC2	flat		1.25	0.85	4.54	6.63	$ 376	**$ 2,497**	$ 1,374	4	$ 5,496	$ 9,988
		6,001+ s.f.												
	618	RC1	flat		1.25	0.85	1.95	4.04	$ 376	**$ 1,522**	$ 1,099	134	$ 147,266	$ 203,964
	647	RC2	flat		1.25	0.85	3.88	5.97	$ 376	**$ 2,249**	$ 1,430	25	$ 35,750	$ 56,215

					Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
No.	PE	Fee Description	Fee Unit Type	Notes	Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
7	649	Remote Food Storage	flat		1.25	0.85	0.55	2.64	$ 376	**$ 995**	$ 299	3	$ 897	$ 2,985
8		Bakery												
		Less than 2,000 s.f.												
	628	RC1	flat		1.25	0.85	1.10	3.19	$ 376	**$ 1,202**	$ 651	97	$ 63,147	$ 116,610
	629	RC2	flat		1.25	0.85	1.65	3.74	$ 376	**$ 1,409**	$ 1,095	28	$ 30,660	$ 39,457
		2,001 to 4,000 s.f.												
	630	RC1	flat		1.25	0.85	1.28	3.37	$ 376	**$ 1,270**	$ 749	16	$ 11,984	$ 20,319
	631	RC2	flat		1.25	0.85	3.10	5.19	$ 376	**$ 1,955**	$ 1,194	2	$ 2,388	$ 3,910
		4,001 to 6,000 s.f.												
	632	RC1	flat		1.25	0.85	2.00	4.09	$ 376	**$ 1,541**	$ 1,059	0	$ -	$ -
	633	RC2	flat		1.25	0.85	4.00	6.09	$ 376	**$ 2,294**	$ 1,294	0	$ -	$ -
		6,001+ s.f.												
	634	RC1	flat		1.25	0.85	6.05	8.14	$ 376	**$ 3,065**	$ 1,204	0	$ -	$ -
	635	RC2	flat		1.25	0.85	7.00	9.09	$ 376	**$ 3,423**	$ 1,393	0	$ -	$ -
9		Production Kitchen												
	637	First Permit	flat		1.25	0.85	1.08	3.17	$ 376	**$ 1,195**	$ 1,052	34	$ 35,768	$ 40,618
	638	Additional Permit (Restaurant/Caterer)	flat		1.25	0.85	0.52	2.61	$ 376	**$ 984**	$ 199	10	$ 1,990	$ 9,838
	643	Fee Exempt	flat		1.25	0.85	0.55	2.64	$ 376	**$ 995**	$ -	12	$ -	$ 11,942
10		Microenterprise Home Kitchen Operations												
	658	Initial Permit	flat		0.00	0.00	2.25	2.25	$ 376	**$ 847**	NEW	0	$ -	$ -
	659	Annual Renewal Permit	flat		0.00	0.00	1.50	1.50	$ 376	**$ 565**	NEW	0	$ -	$ -
11	NEW	Detention Facility Kitchen	flat		0.00	0.00	1.46	1.46	$ 376	**$ 550**	NEW	0	$ -	$ -
12	652	Catering Operation Self Owner	flat		1.25	0.85	1.30	3.39	$ 376	**$ 1,277**	$ 1,052	16	$ 16,832	$ 20,439
13	622	Catering Operation	flat		1.25	0.85	1.28	3.37	$ 376	**$ 1,270**	$ 1,052	66	$ 69,432	$ 83,815
14	653	Host Facility	flat		1.25	0.85	2.08	4.18	$ 376	**$ 1,572**	$ 1,052	1	$ 1,052	$ 1,572
15	636	Food Demonstrator	flat		1.25	0.85	4.33	6.42	$ 376	**$ 2,418**	$ 424	6	$ 2,544	$ 14,508
16		Schools												
	624	Summer Food Service Program (grant funded)	flat		1.25	0.85	3.00	5.09	$ 376	**$ -**	$ 299	2	$ 598	$ -
	626	School Food Distribution Center	flat		1.25	0.85	2.87	4.96	$ 376	**$ 1,868**	$ 299	38	$ 11,362	$ 71,000
	625	School w/3+ On-Campus Food Service Locations	flat		1.25	0.85	2.48	4.57	$ 376	**$ 1,722**	$ 995	256	$ 254,720	$ 440,736
	627	School w/2 On-Campus Food Service Locations	flat		1.25	0.85	0.31	2.41	$ 376	**$ 906**	$ 299	25	$ 7,475	$ 22,643
	NEW	School w/1 On-Campus Food Service Location	flat		1.25	0.85	0.25	2.34	$ 376	**$ 882**	$ 299	0	$ -	$ -
	NEW	Addtl. School On-Campus Food Service Location	flat							**No Fee**	No Fee			

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
17	656	Event Center	flat		1.25	0.85	0.36	2.45	$ 376	**$ 924**	$ 1,052	17	$ 17,884	$ 15,701
18	639	Season Fixed Facility	flat		1.25	0.85	2.43	4.52	$ 376	**$ 1,703**	$ 570	4	$ 2,280	$ 6,811
Mobile Food Facilities														
19		CMFO - Prepackaged Ice Cream Carts (non-motorized)												
	701	1 to 4	each		0.25	0.17	0.68	1.10	$ 376	**$ 414**	$ 183	10	$ 1,830	$ 4,141
	702	5 to 10	each		0.25	0.17	0.65	1.07	$ 376	**$ 403**	$ 150	0	$ -	$ -
	703	11+	each		0.25	0.17	0.63	1.05	$ 376	**$ 395**	$ 137	9	$ 1,233	$ 3,557
20	708	CMFO - Limited Food Prep (non-motorized)	flat		1.06	0.31	1.19	2.55	$ 376	**$ 961**	$ 728	38	$ 27,664	$ 36,522
21	718	MFF - Limited Food Prep	flat		1.06	0.31	1.26	2.62	$ 376	**$ 987**	$ 896	194	$ 173,824	$ 191,564
22	NEW	MFF - Full Prep	flat		1.06	0.31	1.55	2.91	$ 376	**$ 1,097**	NEW	0	$ -	$ -
23	728	MFF - Prepackaged Ice Cream Vehicle (motorized)	flat		1.06	0.31	0.34	1.70	$ 376	**$ 641**	$ 454	32	$ 14,528	$ 20,516
24	738	MFF Pre-packaged Non-PHF	flat		1.06	0.31	0.76	2.12	$ 376	**$ 799**	$ 454	2	$ 908	$ 1,598
25	NEW	CMFO - Prepackaged Non-PHF (non-motorized, >25 sq. ft.)	flat		1.06	0.31	0.80	2.16	$ 376	**$ 814**	NEW	0	$ -	$ -
26	NEW	CMFO - Prepackaged PHF (non-motorized)	flat		1.06	0.31	1.00	2.36	$ 376	**$ 890**	NEW	0	$ -	$ -
27	740	MFF - Whole Uncut Produce	flat		1.06	0.31	0.50	1.86	$ 376	**$ 701**	NEW	0	$ -	$ -
28	745	MFF/CMFO - Mobile Support Unit	flat		1.06	0.31	0.55	1.91	$ 376	**$ 720**	$ 110	1	$ 110	$ 720
29	746	CMFO - Auxiliary Conveyance Unit	flat		1.06	0.31	0.71	2.07	$ 376	**$ 780**	$ 110	1	$ 110	$ 780
30	747	MFF/CMFO - Addtl. MFF Operating Unit	flat		1.06	0.31	1.00	2.36	$ 376	**$ 890**	$ 110	3	$ 330	$ 2,669
31	754	MFF - Limited Commissary Addtl. Permit (prepackaged only)	flat		1.06	0.31	0.50	1.86	$ 376	**$ 701**	NEW	0	$ -	$ -
32	755	MFF - Limited Commissary (prepackaged only)	flat		1.06	0.31	0.50	1.86	$ 376	**$ 701**	NEW	0	$ -	$ -
33	756	MFF - Registered Service Commissary (parking only)	flat		1.06	0.31	0.50	1.86	$ 376	**$ 701**	NEW	0	$ -	$ -
34	758	MFF - Commissary	flat		1.06	0.31	0.58	1.94	$ 376	**$ 731**	$ 798	15	$ 11,970	$ 10,972
35	757	MFF - Commissary Addtl. Permit (restaurant)	flat		1.06	0.31	0.31	1.67	$ 376	**$ 630**	$ 199	32	$ 6,368	$ 20,155

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Other Types of Food Facilities														
36		Temporary Events												
	817	Food Prep 1 to 2	per booth		0.00	0.05	0.68	0.73	$ 376	**$ 273**	$ 196	572	$ 112,112	$ 156,134
	818	Food Prep 3 to 7	per booth		0.00	0.05	0.42	0.47	$ 376	**$ 178**	$ 142	367	$ 52,114	$ 65,503
	819	Food Prep 8+	per booth		0.00	0.05	0.35	0.40	$ 376	**$ 151**	$ 126	1220	$ 153,720	$ 183,764
	NEW	Sampling/Demonstrators 1 to 2	per booth		0.00	0.00	0.34	0.34	$ 376	**$ 128**	NEW	0	$ -	$ -
	NEW	Sampling/Demonstrators 3 to 7	per booth		0.00	0.00	0.23	0.23	$ 376	**$ 87**	NEW	0	$ -	$ -
	NEW	Sampling/Demonstrators 8+	per booth		0.00	0.00	0.20	0.20	$ 376	**$ 75**	NEW	0	$ -	$ -
	NEW	Prepackaged/Beverage 1 to 2	per booth		0.00	0.00	0.17	0.17	$ 376	**$ 64**	NEW	0	$ -	$ -
	NEW	Prepackaged/Beverage 3 to 7	per booth		0.00	0.00	0.12	0.12	$ 376	**$ 45**	NEW	0	$ -	$ -
	NEW	Prepackaged/Beverage 8+	per booth		0.00	0.00	0.10	0.10	$ 376	**$ 38**	NEW	0	$ -	$ -
37		Temporary Event Application												
		Submitted two weeks prior to event	flat	[5]	0.00	0.00	0.75	0.75	$ 376	**$ 282**	$ 45	0	$ -	$ -
		Submitted < 2 weeks and > 1 week prior to event	per booth	[4]							25% of permit fee			
		Submitted < 1 week prior to event	per booth	[4]							40% of permit fee			
38		Swap Meet/Flea Market Pre-Packaged Food Stand												
	814	< 20,000 s.f.	flat		0.00	0.00	2.00	2.00	$ 376	**$ 753**	$ 1,716	0	$ -	$ -
	815	>20,000 s.f.	flat		0.00	0.00	3.00	3.00	$ 376	**$ 1,129**	$ 3,432	0	$ -	$ -
39		Cert-Ag. Vendor - Farmers Market RC 2												
	802	1-25 Booths	flat		0.00	0.05	2.00	2.05	$ 376	**$ 772**	$ 597	14	$ 8,358	$ 10,804
	803	26-45 Booths	flat		0.00	0.05	2.75	2.80	$ 376	**$ 1,054**	$ 796	4	$ 3,184	$ 4,216
	804	46+ Booths	flat		0.00	0.00	3.25	3.25	$ 376	**$ 1,223**	$ 995	0	$ -	$ -
40		Non-Ag. Food Vendor - Farmers Market												
	805	1-5 Booths	flat		0.00	0.05	1.40	1.45	$ 376	**$ 547**	$ 478	6	$ 2,868	$ 3,281
	806	6-10 Booths	flat		0.00	0.05	2.00	2.05	$ 376	**$ 773**	$ 600	3	$ 1,800	$ 2,318
	807	11+ Booths	flat		0.00	0.05	2.50	2.55	$ 376	**$ 961**	$ 839	9	$ 7,551	$ 8,649
41	**801**	Farm Stands	flat		0.00	0.05	0.48	0.53	$ 376	**$ 200**	$ 498	2	$ 996	$ 399
42		Vending Machines												
	1644	1-4 Machines	flat		0.00	0.00	1.64	1.64	$ 376	**$ 617**	$ 249	3	$ 747	$ 1,852
	1644	5+ Machines	each		0.00	0.00	1.64	1.64	$ 376	**$ 617**	$ 37	0	$ -	$ -
43		Skilled Nursing Facility												
	1501	0-50 Beds	flat		0.00	0.00	1.66	1.66	$ 376	**$ 625**	$ 1,147	8	$ 9,176	$ 4,999
	1502	51-100 Beds	flat		0.00	0.00	1.59	1.59	$ 376	**$ 599**	$ 1,434	11	$ 15,774	$ 6,584
	1503	101-200 Beds	flat		0.00	0.00	1.81	1.81	$ 376	**$ 681**	$ 1,720	10	$ 17,200	$ 6,813
	1504	201-300 Beds	flat		0.00	0.00	10.09	10.09	$ 376	**$ 3,798**	$ 2,008	0	$ -	$ -
	1505	301+ Beds	flat		0.00	0.00	11.53	11.53	$ 376	**$ 4,340**	$ 2,295	0	$ -	$ -

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
44		General Acute Care Facility												
	1506	0-100 Beds	flat		0.00	0.00	1.30	1.30	$ 376	**$ 489**	$ 2,295	1	$ 2,295	$ 489
	1507	101-200 Beds	flat		0.00	0.00	1.17	1.17	$ 376	**$ 439**	$ 2,581	1	$ 2,581	$ 439
	1508	201+ Beds	flat		0.00	0.00	1.33	1.33	$ 376	**$ 501**	$ 2,868	1	$ 2,868	$ 501
45		General Acute Care Facility												
		0-100												
	1509	0-50 Beds & Seats	flat		0.00	0.00	2.17	2.17	$ 376	**$ 817**	$ 3,155	1	$ 3,155	$ 817
	1510	51-149 Beds & Seats	flat		0.00	0.00	17.29	17.29	$ 376	**$ 6,508**	$ 3,441	0	$ -	$ -
	1511	150+ Beds & Seats	flat		0.00	0.00	18.73	18.73	$ 376	**$ 7,050**	$ 3,728	0	$ -	$ -
		101-200												
	1512	0-50 Beds & Seats	flat		0.00	0.00	2.08	2.08	$ 376	**$ 783**	$ 4,015	1	$ 4,015	$ 783
	1513	51-149 Beds & Seats	flat		0.00	0.00	2.13	2.13	$ 376	**$ 802**	$ 4,060	1	$ 4,060	$ 802
	1514	150+ Beds & Seats	flat		0.00	0.00	1.92	1.92	$ 376	**$ 723**	$ 4,588	1	$ 4,588	$ 723
		201+												
	1515	0-50 Beds & Seats	flat		0.00	0.00	4.18	4.18	$ 376	**$ 1,573**	$ 4,875	1	$ 4,875	$ 1,573
	1516	51-149 Beds & Seats	flat		0.00	0.00	4.00	4.00	$ 376	**$ 1,506**	$ 5,162	0	$ -	$ -
	1517	150+ Beds & Seats	flat		0.00	0.00	3.64	3.64	$ 376	**$ 1,370**	$ 5,448	1	$ 5,448	$ 1,370
	1518	Food Stations 1-20	flat		0.00	0.00	1.53	1.53	$ 376	**$ 576**	$ 440	9	$ 3,960	$ 5,183
Cottage Food Operations														
46		Class A												
	809	Application Packet Review	flat		0.00	0.05	0.83	0.88	$ 376	**$ 331**	$ 498	47	$ 23,406	$ 15,571
	810	Renewal of Class A Registration	flat		0.00	0.05	0.69	0.74	$ 376	**$ 279**	$ 109	118	$ 12,862	$ 32,876
47		Class B												
	811	Application Packet Review & Inspection	flat		0.00	0.05	0.86	0.91	$ 376	**$ 343**	$ 796	13	$ 10,348	$ 4,454
	812	Renewal of Class B Permit	flat		0.00	0.05	0.84	0.89	$ 376	**$ 335**	$ 348	40	$ 13,920	$ 13,403
Housing														
48	2468	City Jails	flat		0.00	0.00	1.73	1.73	$ 376	**$ 651**	$ 710	11	$ 7,810	$ 7,163
49	2466	Court Holding	flat		0.00	0.00	2.67	2.67	$ 376	**$ 1,005**	$ 603	4	$ 2,412	$ 4,020
50	2467	Detention Facilities	flat		0.00	0.00	4.34	4.34	$ 376	**$ 1,634**	$ 1,603	5	$ 8,015	$ 8,168
51	2444	Organized Camps	flat		3.50	0.83	1.38	5.71	$ 376	**$ 2,149**	$ 597	4	$ 2,388	$ 8,597

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Miscellaneous														
52	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL RETAIL FOOD PERMIT													**$ 5,748,569**	**$ 8,097,605**

Notes

[1] Sourced from: "2019 Retail Food Permit Fee Schedule" downloaded from the County's website

[2] Penalties will be imposed for delinquent payments as provided in County Ordinance No. 93-58; Article 413-3.1206

[3] A fee will be charged equal to the current hourly rate for verified complaints at permitted and fee exempt facility. A second re-inspection of verified complaints will be charged to the property owner/responsible party.

[4] The permit fee for a temporary event application form submitted less than 2 weeks and greater than 1 week prior to the event shall be increased by 25%. An additional penalty of 40% of the permit fee will be imposed for any temporary event application form submitted less than 1 week prior to the event (similar to preexisting penalty language in Contra Costa County Ordinance

[5] Non-refundable

[6] Frequency of inspections conducted is based on the Risk Type of each establishment

APPENDIX A.9

Cost of Service Analysis – Plan Review

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis							Annual Estimated Revenue Analysis		
					Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
Plan Review				[1,2,3]										
Food Establishments														
1		Restaurant												
	901	0-25 Seats	flat		2.84	0.01	6.55	9.40	$ 376	**$ 3,539**	$ 2,189	37	$ 81,011	$ 130,958
	902	26-49 Seats	flat		2.84	0.01	8.06	10.91	$ 376	**$ 4,107**	$ 2,388	22	$ 52,553	$ 90,383
	903	50-149 Seats	flat		2.84	0.01	8.30	11.15	$ 376	**$ 4,197**	$ 2,985	18	$ 53,217	$ 74,831
	904	150+ Seats	flat		2.84	0.01	9.09	11.94	$ 376	**$ 4,495**	$ 3,383	4	$ 14,389	$ 19,117
2	**928**	Cocktail Lounge/Bar	flat		2.84	0.01	6.07	8.92	$ 376	**$ 3,358**	$ 2,189	2	$ 4,743	$ 7,276
3	**927**	Snack Bar	flat		2.84	0.01	4.45	7.30	$ 376	**$ 2,748**	$ 2,189	2	$ 3,361	$ 4,219
4		Retail Food Market												
	914	Less than 2,000 s.f.	flat		2.84	0.01	6.30	9.15	$ 376	**$ 3,445**	$ 1,990	8	$ 15,461	$ 26,762
	915	2,001 to 4,000 s.f.	flat		2.84	0.01	6.45	9.30	$ 376	**$ 3,501**	$ 2,587	6	$ 16,500	$ 22,330
	916	Greater than 4,001 s.f.	flat		2.84	0.01	7.76	10.61	$ 376	**$ 3,994**	$ 3,184	5	$ 17,259	$ 21,650
5		Bakery												
	917	Less than 4,000 s.f.	flat		2.84	0.01	7.88	10.73	$ 376	**$ 4,039**	$ 2,388	4	$ 10,199	$ 17,251
	918	Greater than 4,000 s.f.	flat		2.84	0.01	14.00	16.85	$ 376	**$ 6,343**	$ 2,786		$ -	$ -
6	**933**	Production Kitchen/Event Center	flat		2.84	0.01	7.28	10.13	$ 376	**$ 3,813**	$ 2,587	4	$ 10,475	$ 15,441
7		Host Facility	flat		2.84	0.01	4.00	6.85	$ 376	**$ 2,579**	$ 796	0	$ -	$ -
8	**926**	School	flat		2.84	0.01	7.90	10.75	$ 376	**$ 4,047**	$ 1,990	7	$ 13,499	$ 27,451
9	**934**	Commissary - MFF	flat		2.84	0.01	7.58	10.43	$ 376	**$ 3,926**	$ 2,388	1	$ 2,695	$ 4,431
10	**935**	Cart Commissary	flat		2.84	0.01	4.78	7.63	$ 376	**$ 2,872**	$ 1,393	0	$ -	$ -
11	**957**	Food Minor Remodel	flat		2.84	0.01	4.41	7.26	$ 376	**$ 2,733**	$ 1,194	78	$ 92,845	$ 212,524
12		Equipment Change												
	945	1 Equipment Change	flat		2.84	0.01	1.73	4.58	$ 376	**$ 1,724**	$ 398	16	$ 6,374	$ 27,613
	946	2 Equipment Change	flat		2.84	0.01	2.48	5.33	$ 376	**$ 2,007**	$ 597	19	$ 11,299	$ 37,977
	947	3 Equipment Change	flat		2.84	0.01	4.45	7.30	$ 376	**$ 2,748**	$ 796	3	$ 2,714	$ 9,370
13		Mobile Food Facility												
	983	Limited Prep	flat		1.06	0.01	1.55	2.62	$ 376	**$ 986**	$ 398	4	$ 1,600	$ 3,964
	984	Full Prep	flat		1.06	0.01	2.14	3.21	$ 376	**$ 1,208**	$ 498	33	$ 16,202	$ 39,295

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis: Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
14	NEW	CMFO - Limited Prep	flat		1.06	0.01	1.15	2.22	$ 376	**$ 835**	NEW	0	$ -	$ -
Public Pools														
15	967	Swimming Pool	flat		2.84	0.01	6.57	9.42	$ 376	**$ 3,546**	$ 2,786	7	$ 19,590	$ 24,936
	968	Plus 1	flat		2.84	0.01	8.78	11.63	$ 376	**$ 4,378**	$ 4,179	3	$ 13,023	$ 13,644
	969	Plus 2	flat		2.84	0.01	11.28	14.13	$ 376	**$ 5,319**	$ 6,766	0	$ 1,714	$ 1,347
16	974	Spa	flat		2.84	0.01	7.24	10.09	$ 376	**$ 3,798**	$ 2,189	3	$ 7,496	$ 13,007
17	994	Public Pool Minor Remodel	flat		2.84	0.01	5.89	8.74	$ 376	**$ 3,290**	$ 1,194	68	$ 81,159	$ 223,643
18		Equipment Change												
	987	1 Equipment Change	flat		2.84	0.01	1.90	4.75	$ 376	**$ 1,788**	$ 398	13	$ 5,312	$ 23,869
	988	2 Equipment Change	flat		2.84	0.01	3.85	6.70	$ 376	**$ 2,522**	$ 597	5	$ 3,145	$ 13,289
	989	3 Equipment Change	flat		2.84	0.01	2.78	5.63	$ 376	**$ 2,120**	$ 796	4	$ 3,239	$ 8,625
19	985	Replastering or Replacement	flat		2.84	0.01	4.97	7.82	$ 376	**$ 2,944**	$ 597	35	$ 21,105	$ 104,072
20	986	Deck or Fence Replacement	flat		2.84	0.01	3.24	6.09	$ 376	**$ 2,293**	$ 597	7	$ 3,991	$ 15,327
21	NEW	Spray Ground	flat		2.84	0.01	3.58	6.43	$ 376	**$ 2,420**	NEW	0	$ -	$ -
Miscellaneous														
22	n/a	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 266	0	$ -	$ -
TOTAL Plan Review													**$ 586,169**	**$ 1,234,604**

Notes

[1] Sourced from: "2019 Land Use Fee Schedule" downloaded from the County's website

[2] Any person violating Section 414-4.1019 or regulations issued hereunder, by failing to submit plans, obtain necessary inspections and approvals, or pay fees, or by commencing or continuing construction or remodeling in violation hereof, shall pay triple the appropriate fee as a penalty and remain subject t other applicable penalties and enforcement procedures authorized by the state law and/or this code.

[3] Any excess time incurred for a plan review beyond the time covered by the fee above will be charged at the current hourly rate.

APPENDIX A.10

Cost of Service Analysis – General Program Fees

No.	PE	Fee Description	Fee Unit Type	Notes	Activity Service Cost Analysis: Estimated Average Labor Time Per Activity (hours)			Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenues	
					Office Admin	Travel	EHS - DARS Data						Current Fee	Full Cost Recovery
General Program Fees				[1, 3]										
Miscellaneous														
1		Application Fee	flat	[2]	0.00	0.00	0.23	0.23	$ 376	**$ 87**	$ 45	0	$ -	$ -
2		General Program Fee												
		Violation Re-inspection	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		Change of Ownership/Site Evaluation	flat		0.00	0.00	1.81	1.81	$ 376	**$ 681**	$ 244	298	$ 72,712	$ 203,032
3		Special Services Fee												
		Administrative Hearings	per hour (2 hr min)		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		Field & Office Consultations	per hour (1 hr min)		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		Non-Routine Site Evaluations	per hour (1 hr min)		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		Non-Routine Field Inspections and/or reinspections	per hour (1 hr min)		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
4		Special Services Fee	per hour (2 hr min)		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
5	**n/a**	For services requested, which have no fee listed in this fee schedule												
		During Work Hours	per hour		0.00	0.00	1.00	1.00	$ 376	**$ 376**	$ 199	0	$ -	$ -
		After Work Hours	per hour		0.00	0.00	1.00	1.00	$ 423	**$ 423**	$ 224	0	$ -	$ -
TOTAL General Program Fees													**$ 72,712**	**$ 203,032**

Notes

[1] Applicable to all programs where required

[2] Non-refundable

[3] Hourly fee will be charged for verified complaints at permitted and fee exempt facilities

APPENDIX B

Fully Burdened Hourly Rate

County of Contra Costa
Environmental Health Services - User Fee Study FY 2025
Fully Burdened Hourly Rate

LABOR EXPENDITURES AND STATISTICS

Expenditure or Statistic		Notes	2024-25 Adopted Budget	Adjustments	Net Divisional Expenditures to be Considered	Allocated or Direct Assignment of Cost to Functional Activity: General Support Activities	Other Funding Sources	Direct Services (Fee Recovery)
Labor Hours Allocation Percentage					*100%*	*53.92%*	*12.37%*	*33.71%*
Environmental Health - 5800		[1]						
1011	Permanent Salaries		$ 8,105,193	-	$ 8,105,193	$ 4,370,483	$ 1,002,640	$ 2,732,071
1013	Temporary Salaries		100,000	-	100,000	53,922	12,370	33,708
1014	Permanent Overtime		150,000	(150,000)	-	-	-	-
1015	Deferred Comp		73,228	-	73,228	39,486	9,059	24,683
1019-1070	Benefits		4,164,557	-	4,164,557	2,245,612	515,170	1,403,774
	TOTAL LABOR		**$ 12,592,978**	**$ (150,000)**	**$ 12,442,978**	**$ 6,709,503**	**$ 1,539,239**	**$ 4,194,236**
Functional "Productive" Labor Hours					106,384	59,739	13,080	33,565

County of Contra Costa
Environmental Health Services - User Fee Study FY 2025
Fully Burdened Hourly Rate

RECURRING NON-LABOR EXPENDITURES

Operating Expenditures By Budget Unit		Notes	2024-25 Adopted Budget	Adjustments	Net Divisional Expenditures to be Considered	Allocated or Direct Assignment of Cost to Functional Activity: General Support Activities	Other Funding Sources	Direct Services (Fee Recovery)
Environmental Health - 5800		[1]						
2100	OFFICE EXPENSE		$ 65,000	$ -	$ 65,000	$ 35,049	$ 8,041	$ 21,910
2102	BOOKS,PERIODICALS,SUBSCRP		5,000	-	5,000	2,696	619	1,685
2103, 2305	POSTAGE, FREIGHT		20,000	-	20,000	10,784	2,474	6,741
2110	COMMUNICATIONS		100,000	-	100,000	53,922	12,370	33,708
2111	TELEPHONE EXCHANGE		12,500	-	12,500	6,740	1,546	4,214
2130	SMALL TOOLS & INSTRUMENTS		5,000	-	5,000	2,696	619	1,685
2131, 2132	MINOR EQUIPMENT		50,000	-	50,000	26,961	6,185	16,854
2140	MEDICAL & LAB SUPPLIES		10,000	-	10,000	5,392	1,237	3,371
2150	FOOD		9,000	-	9,000	4,853	1,113	3,034
2160	CLOTHING & PERSONAL SUP		22,500	-	22,500	12,132	2,783	7,584
2170	HOUSEHOLD EXPENSE		5,000	-	5,000	2,696	619	1,685
2190	PUB & LEGAL NOTICES		2,500	-	2,500	1,348	309	843
2200	MEMBERSHIPS		12,500	-	12,500	6,740	1,546	4,213
2250, 2260	RENTS & LEASES-EQUIPMENT		10,000	-	10,000	5,392	1,237	3,371
2251	COMPUTER SOFTWARE COST		5,000	-	5,000	2,696	619	1,685
2262, 2265	BLDG OCCUPANCY COSTS		441,346	-	441,346	237,983	54,596	148,767
2276	MNTN RADIO-ELECTRON EQUIP		5,000	-	5,000	2,696	619	1,685
2284, 2281,	REQUESTED MAINTENANCE		50,000	-	50,000	26,961	6,185	16,854
2301	AUTO MILEAGE - EMPLOYEES		75,000	-	75,000	40,442	9,278	25,281
2303	OTHER TRAVEL - EMPLOYEES		25,000	-	25,000	13,481	3,093	8,427
2310	PROFESSIONAL/SPEC SVCS		350,000	-	350,000	350,000		
2314	CONTRACTED SERVICES		20,000	-	20,000	20,000	-	-
2315	DATA PROCESSING SVCS		104,589	-	104,589	56,396	12,938	35,254
2320	OUTSIDE MEDICAL SERVICES		500	-	500	270	62	169
2326	Information Security charges		25,000	-	25,000	13,481	3,093	8,427
2328	ADMINISTRATION	[2]	337,886	(337,886)	-	-	-	-
2331	GSD Courier Svc.		4,230	-	4,230	2,281	523	1,426
2335	Other Telecom Charges		25,000	-	25,000	13,481	3,093	8,427
2340	OTHER INTRDPTMNTL CHARGES		15,000	-	15,000	8,088	1,856	5,056
2467, 2477	ED SUPPLIES & COURSES		20,000	-	20,000	10,784	2,474	6,742
2479	OTHER SPECIAL DEPT EXP		120,000	-	120,000	64,706	14,844	40,449
2490, 2491	MISC SERVICES & SUPPLIES		5,000	-	5,000	2,696	619	1,685
3000	Other Charges		1,500	-	1,500	809	186	506
4000	Fixed Assets		100,000	(100,000)	-	-	-	-
5000	Expenditure Transfers		209,668	(209,668)	-	-	-	-
Total Non-Labor			**$ 2,268,719**	**$ (647,554)**	**$ 1,621,165**	**$ 1,044,653**	**$ 154,773**	**$ 421,738**

County of Contra Costa
Environmental Health Services - User Fee Study FY 2025
Fully Burdened Hourly Rate

OVERHEAD COSTS

Allocated Indirect/Support Services	Notes	Overhead Cost	Adjustments	Net Divisional Expenditures to be Considered	Allocated or Direct Assignment of Cost to Functional Activity: General Support Activities	Other Funding Sources	Direct Services (Fee Recovery)
Department Overhead		$ 337,886	$ -	$ 337,886	$ 182,195	$ 41,798	$ 113,893
Countywide Overhead		171,666	-	171,666	92,565	21,236	57,864
TOTAL OVERHEAD COSTS		**$ 509,552**	**$ -**	**$ 509,552**	**$ 274,760**	**$ 63,033**	**$ 171,758**

SUMMARY OF LABOR, NON-LABOR, & OVERHEAD COSTS

Cost Element	Notes	Established Cost	Allocated or Direct Assignment of Cost to Functional Activity: General Support Activities	Other Funding Sources	Direct Services (Fee Recovery)
Labor		$ 12,442,978	$ 6,709,503	$ 1,539,239	$ 4,194,236
Recurring Non-Labor		1,621,165	1,044,653	154,773	421,738
Overhead		509,552	274,760	63,033	171,758
TOTAL LABOR, NON-LABOR, & OVERHEAD COST		**$ 14,573,694**	**$ 8,028,917**	**$ 1,757,045**	**$ 4,787,732**

ALLOCATION OF COMMON ACTIVITIES

Cost Layer	Notes	Established Cost	Allocated or Direct Assignment of Cost to Functional Activity: Other Funding Sources	Direct Services (Fee Recovery)
General Support Activities		$ 8,028,917	$ -	$ 8,028,917
Total		**$ 8,028,917**	**$ -**	**$ 8,028,917**

FULLY-BURDENED HOURLY BILLING RATE FOR RECOVERY IN FEES

		Functional Activities / Cost Pools		
Expenditure Type	**Notes**	**Other Funding Sources**	**Direct Services (Fee Recovery)**	**Total**
Labor		$ 1,539,239	$ 4,194,236	$ 5,733,475
Recurring Non-Labor		154,773	421,738	576,512
Overhead		63,033	171,758	234,791
Division Administration		-	8,028,917	8,028,917
Division Subtotal		**$ 1,757,045**	**$ 12,816,649**	**$ 14,573,694**
Other Funding Sources [3]		$ (1,757,045)	$ (182,000)	
Division Total		**$ -**	**$ 12,634,649**	
Fully Burdened Hourly Rate		**n/a**	**$ 376**	
Reference: Direct Hours Only			33,565	

Notes

[1] Sourced from: "FY 24-25 budget (002)_NBS" provided by County

[2] Reclassed as overhead expenses

[3] Includes revenue from misc forfeits & penalties, CalRecycle LEA, waste tire grants, stormwater, etc.

APPENDIX C.1

Comparative Fee Survey – Solid Waste

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Solid Waste										
1		Solid Waste Tonnage Fee	per ton	$ 1	NBS did not evaluate	$ 0.38		*No comparison available*	*No comparison available*	*No comparison available*
2		Mandatory Garbage Service Subscription								
	4493	Exemption	flat	$ 89	$ 215	*No comparison available*		*No comparison available*	Annual request for excluded status: $274	$ 1,960
3		Non-Franchise Solid Waste Collection & Transport								
	4425	Permit	per vehicle	$ 220	$ 294	$ 174	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
4		Bio Solid Facility Sites								
		Annual Inspection	flat	$ 316	$ 753	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
		Quarterly Inspection	per quarter	$ 1,264	$ 3,011					
		Monthly Inspection	per month	$ 2,528	$ 6,023					
5		Bio-Solid Facility Application and Review Fee								
	4406	With Public Hearings	flat	$ 1,580	$ 3,764	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	4407	Without Public Hearings	flat	$ 780	$ 1,860					
6		Solid Waste Facility Permit								
	4404	Review Fee	flat	$ 1,580	$ 13,771	*No comparison available*	*No comparison available*	$ 3,122	Application fee/Registration: $1,099	New Facility Application: (18 hours + hourly rate): $3,918
7	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	$ 376	$ 174	$ 213	$ 198	$ 271	$ 218
		After Work Hours	per hour	$ 224	$ 423					

APPENDIX C.2

Comparative Fee Survey – Medical Waste

APPENDIX C.2

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Medical Waste										
1	4501	Health Care Service Plan Facility	flat	$ 2,024	$ 9,134	*No comparison available*	*No comparison available*	Health care facility/SNF: $1,068	$ 697	*No comparison available*
2		Medical/Dental/Veterinary Clinic						LQG w/ off-site treatment	Dental LQG: $398 Dental Practice: $54 Veterinary Office: $54 Medical Practice: $54	Medical Office LQG: $839
	4503	< 200 lbs/month	flat	$ 116	$ 123	*No comparison available*	Veterinary Clinic: $836	*No comparison available*		
	4502	> 200 lbs/month	flat	$ 1,054	$ 2,585			$ 1,335		
3		Medical/Dental/Veterinary Clinic w/on-site treatment systems						LQG w/ on-site treatment		
	4504	< 200 lbs/month	flat	$ 280	$ 345	*No comparison available*	$ 836	*No comparison available*		
	4506	> 200 lbs/month	flat	$ 589	$ 688			$ 1,335		
4	4505	Small Quantity Generator w/on-site treatment system (< 200 lbs/month)	flat	$ 112	$ 211	$ 546	$ 706	SQG off-site and/or on-site treatment (1-199 lbs/mo): $800	*No comparison available*	SQG: $92
5	4520	Primary Care Clinic	flat	$ 931	$ 1,762	*No comparison available*	$ 836	*No comparison available*	$ 697	$ 1,318
6	4521	Intermediate Care Facility	flat	$ 580	$ 1,095	*No comparison available*	*No comparison available*	*No comparison available*	$ 697	$ 1,022
7	5422	Acute Psychiatric Care	flat	$ 536	$ 1,013	*No comparison available*	$ 836	*No comparison available*	Psych Hospital - 100-199 Beds: $697 Psych Hospital 200+ beds: $798	$ 2,281

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
8		Acute Care Hospital				LQG	Hospital			LQG - Hospital Beds
	4526	1-99 Beds	flat	$ 1,807	**$ 2,302**	W/O Onsite Treatment: <100 Beds $1,013 100-200 Beds: $1,222 >200 Beds: $1,310	$ 1,455	*No comparison available*	$ 1,194	$ 2,303
	4525	100-199 Beds	flat	$ 2,207	**$ 1,256**		$ 1,910		$ 1,714	$ 3,298
	4524	200-250 Beds	flat	$ 2,783	**$ 2,615**	W Onsite Treatment: <100 Beds $1,627 100-200 Beds: $1,730 >200 Beds: $1,832	$ 2,247	*No comparison available*	$ 2,192	$ 4,188
	4523	251+ Beds	flat	$ 3,373	**$ 2,058**		$ 2,837		$ 2,788	$ 5,358
9		Skilled Nursing								
	4528	< 200 lbs/month	flat	$ 245	**$ 277**	*No comparison available*	1-99 Beds: $1,077 100-199 Beds: $1,152 200+ Beds: $1,266	Health care facility/SNF: $1,068	1-99 Beds: $547 100-199 Beds: $697 200+ Beds: $798	*No comparison available*
	4527	> 200 lbs/month	flat	$ 1,013	**$ 624**					LQG: $890
10	**4529**	Skilled Nursing Facility w/on-site treatment (< 200 lbs/month)	flat	$ 364	**$ 689**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
11	**4533**	Specialty Clinic (< 200 lbs/month)	flat	$ 931	**$ 398**	*No comparison available*	$ 836	*No comparison available*	Specialty clinic: $697	$ 1,318
12		Clinical Lab								
	4536	< 200 lbs/month	flat	$ 116	**$ 248**	*No comparison available*	$ 836	*No comparison available*	SQG: $54	Clinical Lab: $970
	4530	> 200 lbs/month	flat	$ 1,391	**$ 1,636**					
13	**4537**	Clinical Lab w/on-site treatment (< 200 lbs/month)	flat	$ 364	**$ 733**	*No comparison available*	*No comparison available*	*No comparison available*	Clinical Lab: $398	
14		Bio Producer								
	4535	< 200 lbs/month	flat	$ 349	**$ 368**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	4534	> 200 lbs/month	flat	$ 1,339	**$ 545**					
15		Bio Producer w/on-site treatment								
	4531	< 200 lbs/month	flat	$ 364	**$ 689**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	4532	> 200 lbs/month	flat	$ 1,576	**$ 3,040**					

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
16		Common Storage Facility								
	4512	2-10 Generators	flat	$ 364	**$ 689**	Common Storage Facility: $476	2-15: $658	SQG member of CSF: $198	$ 201	*No comparison available*
	4541	11-49 Generators	flat	$ 382	**$ 1,098**		16-49:$769	1-199 lbs/mo: $535	$ 500	
	4540	50+ Generators	flat	$ 1,013	**$ 1,916**		50+: $1,076	> 200 lbs/mo: $1,335	$ 997	
17		Safe Drug Disposal								
	4580	Initial Plan Review	flat	$ 21,691	**$ 11,685**	$246 per hour	2-15: $658	SQG member of CSF: $198	$ 201	*No comparison available*
	4585	Amended Plan Review	flat	$ 1,194	**$ 12,798**		16-49:$769	1-199 lbs/mo: $535	$ 500	
18	**n/a**	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	**$ 376**	$ 174	$ 213	*No comparison available*	$ 271	$ 218
		After Work Hours	per hour	$ 266	**$ 423**					

APPENDIX C.3

Comparative Fee Survey – Body Art

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
BODY ART										
1		Body Art Facility								
	4960	Tattoo/Body Piercing	flat	$ 796	$ 430	Body Art Establishment: $435	Facility Permit: $366 Mechanical Ear Piercing Notification: $45	Body Art Establishment: 396	$ 400	Facility Registration (Annual): 1 Artist: 612 2-4 Artists: $659 5+ Artists: $690
	4961	Permanent Cosmetics	flat	$ 796	$ 370	Lower Ear Lobe Piercing Establishment/ Mechanical Stud & Clasp Ear Piercing Facility: $45				
2	4950	Body Arts Facility & School Permit	flat	$ 1,194	$ 871	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*
3	NEW	Body Arts School Plan Review	flat	NEW	$ 753	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*
4	4962	Body Arts Practitioner Yearly Registration	flat	$ 150	$ 282	$ 174	Owner: $92 Practicioner: $181	$ 198	$ 175	Initial: $209 Renewal: $132
5	4955	Body Arts Temporary Practitioner Registration - 15 days	flat	$ 100	$ 188	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	$ 75
6		Body Arts Event Permit								
	4964	Organizer	per event	$ 244	$ 2,196	$ 428	$ 217	$ 396	$ 532	1.5 hours + Hourly Rate: $381
	4965	Demonstrator	per station/ booth	$ 66	$ 124	$ 174	*No Comparison Available*	$100 per 100 s.f. of booth space	$ 120	1/2 Hour + Hourly Rate: $115
7		Mobile Body Arts								
	4974	Application to Operate (up to 4 hours)	flat	$ 796	$ 1,506	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	Temporary: $120	*No Comparison Available*
	4966	Permit	flat	$ 398	$ 753	$ 435	Facility Permit: $108		$ 798	

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
8		Fixed Facility Application to Operate (up to 4 hours)								
	4970	Tattoo/Body Piercing	flat	$ 796	**$ 1,624**	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*
	4971	Permanent Cosmetics	flat	$ 796	**$ 1,605**					
	4972	Piercing	flat	$ 796	**$ 1,661**					
	4973	Branding	flat	$ 796	**$ 1,506**					
9	4968	Blood Borne Pathogen Trainer (up to 2 hours)	flat	$ 398	**$ 2,467**	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*	*No Comparison Available*
10		Practitioner ID Card	flat	$ 45	**$ 87**	$ 50	*No Comparison Available*	$ 67	$ 50	*No Comparison Available*
11	4975	Body Arts Facility Remodel Plan Review (up to 2 hours)	flat	$ 398	**$ 924**	$684/hr	$ 386	*No Comparison Available*	$ 458	$218/hr
12	4967	Body Arts Plan Review (up to 4 hours)	flat	$ 796	**$ 1,758**	$ 684	$ 551	*No Comparison Available*	$ 916	$218/hr
13		For services requested, which have no fee listed in this fee schedule								
		During Normal Business Hours	per hour	$ 199	**$ 376**	*No Comparison Available*	$ 213	$ 198	$ 266	$ 218
		After Normal Business Hours	per hour	$ 266	**$ 423**					

APPENDIX C.4

Comparative Fee Survey – Commercial Cannabis

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
COMMERCIAL CANNABIS										
1	410	Testing Laboratory Permit	flat	$ 1,492	$ 2,823	Commercial Kitchen Cannabis: $1,194	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
2	420	Retail Storefront Permit (Type 10 State License)	flat	$ 2,985	$ 1,050					Dispensary: $3,136
3	430	Retail Delivery Only Permit (Type 9 State License)	flat	$ 2,985	$ 3,101					Microbusiness: $5,155
4		Distribution Permit								
	435	Type 13 State License	flat	$ 1,492	$ 493					*No comparison available*
	438	Transport Only - Type 11 State License	flat	$ 1,492	$ 2,823					
5		Manufacturing Permit								
	440	Type 6 State License	flat	$ 2,985	$ 493					Plan Check (10 Hours + Hourly Rate): $2,180
	445	Type N State License	flat	$ 2,985	$ 5,646					Site Review (4 hours + Hourly Rate): $872
	450	Type P State License	flat	$ 2,985	$ 5,646					Edible Product: $4,356
6	448	Manufacturing Only (Type S State License)	flat	$ 497	$ 941					*No comparison available*
7	460	Cultivation Indoor Permit (Small or Medium State License)	flat	$ 1,990	$ 372					*No comparison available*
8	465	Cultivation Outdoor Permit (Specialty or Nursery State License)	flat	$ 1,492	$ 2,823					*No comparison available*
9	425	Out of County Delivery Permit	flat	$ 380	$ 1,008					*No comparison available*
10		Additional Inspection / Verified Complaint Inspection	per hour	$ 199	$ 376					$ 218
11		For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	$ 376					$ 218
		After Work Hours	per hour	$ 266	$ 423					

APPENDIX C.5

Comparative Fee Survey – Land Use

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Land Use										
Sewage Collection & Disposal										
1		Preliminary Investigations								
	4230	Site Evaluation	flat	$ 697	$ 438	OWTS Preliminary Design: $174	Plot Plan Review/Approval: $287	$ 1,199	$ 615	
	4238	Percolation Test	flat	$ 995	$ 604	Existing OWTS As-Built Plans: $174	Engineering/Perc Test Review/Approval: $1,038	$ 2,181	$ 894	*No comparison available*
	4233	Soil Profile Test	flat	$ 796	$ 514	Existing OWTS - Performance Eval.: $174	*No comparison available*	Wet weather testing: $1,141	$ 615	
2		Standard/Conventional OWTS						Septic Install		
	4242	Standard/Conventional System Plan Review	flat	$ 697	$ 2,336	OWTS Final Design: $174	OWTS Operating Permit: Tier 1 (Annual): $627 Tier 2 (3 year): $189 Tier 3 (5 year): $106	<2,500 s.f.: $2,181	*No comparison available*	*No comparison available*
	4212	Standard/Conventional System Construction/Replacement/Relocation Permit	flat	$ 1,592	$ 521	OWTS Construction Permit: $174 OWTS Operation Permit: $174	$ 1,028	2,501-3,500 s.f.: $3,319 >3,501 s.f.: $4,561		
3		Alternative OWTS								
	4243	Alternative System Plan Review	flat	$ 1,194	$ 3,134	*No comparison available*	OWTS Operating Permit: Tier 1 (Annual): $627 Tier 2 (3 year): $189 Tier 3 (5 year): $106	*No comparison available*	$ 1,898	*No comparison available*
	4215	Alternative System Construction/Replacement/Relocation Permit	flat	$ 2,189	$ 7,346		$ 1,654	Installation Permit: $5,944	*No comparison available*	
		Monitoring Report Audit	flat	$ 100	$ 188		*No comparison available*	Alternate/Pressure Dosed System - Annual Oversight: $515		
		Additional Plan Review	per hour	$ 199	$ 376	$ 174		$ 198		

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
4		Related OWTS and Other Activities								
	4240	Building Plan Reviews - Building Additions/Remodels	flat	$ 697	$ 1,376	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	4221	Septic Tank Abandonment Permit	flat	$ 697	$ 472		$ 237	Destruction: $1,046	$ 447	
	4225	Septic Tank Replacement	flat	$ 697	$ 1,752		$ 835	Replacement (same location): $1,046	*No comparison available*	
	4253	Vault Privy	flat	$ 697	$ 2,517		*No comparison available*	*No comparison available*		
	4218	Sewage Holding Tank	flat	$ 1,364	$ 1,085		Temporary: $414 Fixed/Special Condition: $520			
	4219	OWTS Alteration Permit	flat	$ 1,277	$ 435		*No comparison available*	Variance: $828		
	4241	General Building Plan Review	flat	$ 498	$ 472		*No comparison available*	*No comparison available*		
Liquid Waste Disposal Annual Permits										
5	4255	Portable Toilet Pumper Vehicle	flat	$ 252	$ 645	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
6	4244	Septic System Pumper Vehicle	flat	$ 229	$ 619	*No comparison available*	Septic Tank Cleaner Registration: $473	$ 760	*No comparison available*	Pumper Truck: $599
7	4245	Sewage Pumper Company	flat	$ 772	$ 1,007	*No comparison available*	Pumper Truck/Portable Toilet Facility Tier 1 (Annual): $746 Tier 2 (3 Year): $249 Tier 3 (5 Year): $150	$ 1,682	*No comparison available*	*No comparison available*
Wells and Soil Borings										
8	4301	Soil Boring Permit	per parcel	$ 614	$ 171	*No comparison available*	Exploratory Hole (Boring) within 10 feet of groundwater such as: (Seismic, Site Assessment or Geotech Borings) and Soil Vapor Probes: $803	*No comparison available*	*No comparison available*	$ 460
		Each Additional Soil Boring up to 10	per parcel	$ 50	$ 94					$ 120
9	4302	Soil Vapor Probe Permit	per parcel	$ 614	$ 574	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
		Each Additional Soil Vapor Probe up to 10	per parcel	$ 50						
	4304	Soil Vapor Probe 11 or more	per parcel	$ 1,112	$ 845					

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
10	**4348**	Geothermal Heat Exchange Well Permit	flat	$ 796	**$ 1,843**	*No comparison available*	$ 1,179	Heat Exchange Bores/Wells 1-3 Bores: $1,634 4-8 Bores: $3,269 9-13 Bores: $4,903 14-19 Bores: $6,537 20-29 Bores: $8,172 30-39 Bores: $9,806 40-49 Bores: $11,440	*No comparison available*	First Geotechnical Boring: $460 Ea. Addtl.: $120
11	**4349**	Cathodic Protection Well Permit	flat	$ 697	**$ 928**	*No comparison available*	$ 1,179	*No comparison available*	*No comparison available*	*No comparison available*
12	**4351**	Dewatering Well Permit Up to 10 Wells	per parcel	$ 706	**$ 879**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
13	**4352**	Inclinometer Permit	per parcel	$ 608	**$ 1,109**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
14	**4353**	CPT Permit	per parcel	$ 557	**$ 755**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
		Each Additional CPT up to 10	per parcel	$ 50	**$ 94**					
15	**4365**	Monitoring Well Permit	flat	$ 697	**$ 604**	*No comparison available*	Monitoring Well, Extraction Well, Soil Vapor Extraction Well, Piezometer (+- Jump): $935	Installation/Destruction: $747	*No comparison available*	Motioring Well Drilling: $574 Ea. Addtl.: $120
16	**4366**	Piezometer w/out Casing Permit	per parcel	$ 614	**$ 1,493**	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
		Each Additional Piezometer w/out Casing	per parcel	$ 50	**$ 94**					
17	**4367**	Piezometer with Casing Permit	flat	$ 632	**$ 382**	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
18	**NEW**	Inclinometer/Piezometer Destruction Permit	flat	NEW	**$ 1,024**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
19	**4368**	Well Destruction Permit	flat	$ 671	**$ 510**	*No comparison available*	Supply Well: $1,151 Any Other Well: $889	Well abandonment/destruction: $828	*No comparison available*	First: $574 Ea. Addtl.: $120

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
20	4369	Domestic Well Construction Permit	flat	$ 1,383	$ 932	*No comparison available*	New Supply Well w/ Pump Installation (Public, Domestic): $1,310	Cert. Quality/Quantity Domestic Use: $1,656	*No comparison available*	*No comparison available*
21	4370	Well Variance	flat	$ 367	$ 179	*No comparison available*	*No comparison available*	Well exception/variance: $828	$ 223	*No comparison available*
22	4371	Well Site Evaluation	per well	$ 597	$ 1,129	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
23	4372	Irrigation/Ag Well Construction Permit	flat	$ 1,383	$ 533	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
24	4399	Well Flow Test	flat	$ 796	$ 1,877	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
Subdivisions - Land Use Projects										
25		Department of Conservation & Development (DCD) report reviewed for land use permits; rezoning; developmental plans; EIR review; lot line adjustments; and DCD variance requests	per hour	$ 199	$ 376	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
26		Environmental Health Review of DCD Applications	flat	$ 59	$ 113	*No comparison available*	*No comparison available*	*No comparison available*	EIR Review: $894	*No comparison available*
Miscellaneous										
27	NEW	Health Officer Appeal Hearing	flat	NEW	$ 1,506	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
28	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	$ 376	*No comparison available*	$ 213	$ 198	$ 223	$ 218
		After Work Hours	per hour	$ 266	$ 423					

APPENDIX C.6

Comparative Fee Survey – Small Water Systems

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Small Water System										
1	4623	Non-Community Surface Water System	flat	$ 1,392	$ 5,728	*No comparison available*	*No comparison available*	*No comparison available*	Individual Water Clearance: $1,118	*No comparison available*
2		Non-Community, Non-Transient								
	4626	Surface Waster System	flat	$ 1,392	$ 2,631	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	4624	Groundwater System	flat	$ 1,215	$ 4,058					
	4625	Groundwater System w/Treatment	flat	$ 1,392	$ 4,180					
3	4663	Non-Community, Transient Groundwater System	flat	$ 510	$ 2,329	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
4		Community Ground Water System								
	4627	15-24 Connections	flat	$ 1,392	$ 3,867	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	4630	25-99 Connections	flat	$ 1,392	$ 3,631					
	4633	100-199 Connections	flat	$ 1,740	$ 4,697					
5		Community Ground Water System w/Treatment								
	4628	15-24 Connections	flat	$ 1,392	$ 125	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	4631	25-99 Connections	flat	$ 1,392	$ 4,368					
	4634	100-199 Connections	flat	$ 851	$ 1,611					
6		Community Surface Water System								
	4632	25-99 Connections	flat	$ 682	$ 1,291	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	4635	100-199 Connections	flat	$ 851	$ 1,611					
7	4661	Local Small Water System	flat	$ 348	$ 974	(5 - 14 Conn.) $174		*No comparison available*	*No comparison available*	*No comparison available*
8	4662	State Small Water System	flat	$ 522	$ 1,409	(2 to 4 Conn.) $174		$ 1,395	(5-14 SVC Conn): $824	$ 1,221

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
9		Non-Community Ground Water System								
		With Food Preparation	flat	$ 510	**$ 964**	*No comparison available*	*No comparison available*	Permit application: Non-Community System: $850	*No comparison available*	Water well at food facility: $267
	4664	With Treatment	flat	$ 870	**$ 2,509**					Water Tank at food facility: $267
10		Public Water System Plan Review								
	4665	New Community Water System	flat	$ 1,740	**$ 3,290**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	Plan Review (2 Hours + Hourly Rate): $436
	4666	New Non-Community Water System	flat	$ 1,740	**$ 3,290**					
	4667	Amended Permit because of Ownership Change	flat	$ 1,218	**$ 2,304**			Change of ownership: $425		
	4668	Amended Permit because of System Change	flat	$ 2,610	**$ 4,939**			Permit Amendment: $707		
11	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	**$ 376**	$ 174	$ 213	$ 198	$ 223	$ 218
		After Work Hours	per hour	$ 224	**$ 423**					

APPENDIX C.7

Comparative Fee Survey – Recreational Health

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Recreational Health										
Swimming Pools/Spas										
1		Swimming Pool (Seasonal)								
	3630	Multi-Use	flat	$ 730	$ 474	$ 579	Pool: $602	*No comparison available*	Recreational Body of Water up to 4,999 SQ FT RC 2: $646 Recreational Body of Water up to 4,999 SQ FT RC 3: $870 Recreational Body of Water >5,000 SQ FT RC 2: $898 Recreational Body of Water >5,000 SQ FT RC 3: $1,214 Recreational Body of Water - Temp Inactive PMT (per hour): $219	Pool: $645
	3634	Each Additional Pool	flat	$ 261	$ 437	*No comparison available*				
2		Spa (Seasonal)								
	3632	Multi-Use	flat	$ 631	$ 365	$ 579	Spa: $564	*No comparison available*	*No comparison available*	*No comparison available*
	3634	Each Additional Spa	flat	$ 261	$ 437	*No comparison available*				
3		Public School/Municipal/Public Pools (Seasonal)								
	3601	First Pool	flat	$ 730	$ 489	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	3606	Each Additional Pool	flat	$ 261	$ 614					
4		Public School/Municipal/Public Spa (Seasonal)								
	3603	First Spa	flat	$ 631	$ 1,193	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	3606	Each Additional Spa	flat	$ 261	$ 612					
5		Recreational Water Park (Seasonal)								
	3620	One System	flat	$ 1,263	$ 550	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	3624	Each Additional	flat	$ 631	$ 2,172					

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
6		Splash/Spray Park (Seasonal)								
	3636	One System	flat	$ 730	$ 403	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
		Each Additional	flat	$ 261	$ 117					
7		Swimming Pool (Year Round)								
	3660	Multi-Use	flat	$ 835	$ 704	$ 891	Pool: $602	$ 548	*No comparison available*	Pool: $645
	3664	Each Additional Pool	flat	$ 299	$ 632	*No comparison available*		$ 277		
8	NEW	Temporarily Inactive Pool	flat	NEW	$ 376	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
9		Spa (Year Round)								
	3662	Multi-Use	flat	$ 722	$ 395	$ 891	*No comparison available*	$ 548	*No comparison available*	*No comparison available*
	3664	Each Additional Spa	flat	$ 299	$ 632	*No comparison*		$ 277		
10		Public School/Municipal/Public Pools (Year Round)								
	3650	First Pool	flat	$ 835	$ 508	*No comparison available*	*No comparison available*	High use pool/spa: $1,094	*No comparison available*	*No comparison available*
	3656	Each Additional Pool	flat	$ 299	$ 422					
11		Public School/Municipal/Public Spa (Year Round)								
	3653	First Spa	flat	$ 722	$ 1,193	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	3647	Each Additional Spa	flat	$ 299	$ 550					
12		Splash/Spray Park (Year Round)								
	3666	One System	flat	$ 835	$ 1,581	*No comparison available*	Spray grounds: $407	*No comparison available*	*No comparison available*	*No comparison available*
		Each Additional	flat	$ 299	$ 565					
13	3680	Public Beach (Seasonal) - One System	flat	$ 1,444	$ 693	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
14	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	$ 376	*No comparison available*	$ 213	$ 198	$ 219	$ 218
		After Work Hours	per hour	$ 224	$ 423					

APPENDIX C.8

Comparative Fee Survey – Retail Food

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
RETAIL FOOD PERMIT										
Fixed Food Facilities										
1		Restaurant								
		0-25 Seats				<26 Seats		Food Prep - <10 Seats	Food Prep/Food Svc 0-5 Employees	Less than 2,000 s.f.
	601	RC1	flat	$ 798	**$ 1,244**			$ 594	$ 635	Moderate prep: $1,255
	602	RC2	flat	$ 1,188	**$ 1,673**	$ 998		$ 793	$ 789	Extensive prep: $1,637
	603	RC3	flat	$ 1,686	**$ 2,132**			$ 1,387	$ 1,227	2,000-6,000 s.f.:
		26-49 Seats				26-50 Seats		11-100 Seats	Food Prep/Food Svc 6-25 Employees	Moderate prep: $1,364
	604	RC1	flat	$ 896	**$ 1,341**			*No comparison available*	$ 865	
	605	RC2	flat	$ 1,258	**$ 1,838**	$ 1,129		$ 991	$ 1,085	
	606	RC3	flat	$ 1,767	**$ 2,290**		Restaurant: $1,292	$ 1,684	$ 1,435	Extensive prep: $1,767
		50-149 Seats				51-75 Seats		>100 Seats	Food Prep/Food Svc 26+ Employees	
	607	RC1	flat	$ 1,194	**$ 1,372**			*No comparison available*	$ 986	>6,000 s.f.:
	608	RC2	flat	$ 1,315	**$ 1,823**	$ 1,194		$ 1,189	$ 1,424	Moderate prep: $1,582
	609	RC3	flat	$ 1,885	**$ 2,486**			$ 1,981	$ 1,578	Extensive prep: $1,963
		150+ Seats				>75 Seats				
	610	RC1	flat	$ 1,242	**$ 1,010**					
	611	RC2	flat	$ 1,512	**$ 1,767**	$ 1,325				
	612	RC3	flat	$ 2,073	**$ 2,828**					
2	**619**	Cocktail Lounge / Bar	flat	$ 884	**$ 1,093**	$ 736	$ 815	*No comparison available*	*No comparison available*	*No comparison available*
3	**620**	Intermittent Snack Bar	flat	$ 732	**$ 1,037**	$ 834	*No comparison available*	Coffee House/Bar/Minimal Handling RC 1: $594	*No comparison available*	*No comparison available*
4	**614**	Registered Exempt Retail Food Markets	flat	No Charge	**$ 833**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
5	**613**	Incidental Retail Food Markets	flat	$ 498	**$ 1,089**	*No comparison available*	*No comparison available*	Retail Store w/ Inc Food sales 25-300 RC 1: $496	*No comparison available*	*No comparison available*
6		Retail Food Markets							No Food Prep (Grocery Store)	Food
		Less than 2,000 s.f.				<3,000 s.f.	25-300 s.f.	< 2,000 s.f.	<5,000 s.f.	< 2,000 s.f.
	615	RC1	flat	$ 793	**$ 1,161**	$ 540	Prepackaged, non-PHF: $365	RC 1: $594	$ 684	Moderate prep: $1,255
	644	RC2	flat	$ 1,028	**$ 1,522**			RC 2: $991		Extensive prep: $1,637
		2,001 to 4,000 s.f.				3,000-10,000 s.f.	<6,000 s.f.	RC 3: $1,090	5,000-20,000 s.f.	2,000-6,000 s.f.:
	616	RC1	flat	$ 892	**$ 1,229**	$ 589	$ 619	> 2,000 s.f.	$ 870	Moderate prep: $1,364
	645	RC2	flat	$ 1,200	**$ 1,413**			RC 1: $694		
		4,001 to 6,000 s.f.				<10,000 s.f.	6,000 - 14,999 s.f.: $933	RC 2: $1,585	>20,000 s.f.	Extensive prep: $1,767
	617	RC1	flat	$ 973	**$ 1,390**	$ 687		RC 3: $1,981	$ 1,069	
	646	RC2	flat	$ 1,374	**$ 2,497**					
		6,001+ s.f.					>15,000 s.f.:			>6,000 s.f.:
	618	RC1	flat	$ 1,099	**$ 1,522**		$ 1,091			Moderate prep: $1,582
	647	RC2	flat	$ 1,430	**$ 2,249**					Extensive prep: $1,963
7	**649**	Remote Food Storage	flat	$ 299	**$ 995**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
8		Bakery								
		Less than 2,000 s.f.								
	628	RC1	flat	$ 651	**$ 1,202**	$ 802	Bakery - No Prep: $568	*No comparison available*	*No comparison available*	*No comparison available*
	629	RC2	flat	$ 1,095	**$ 1,409**					
		2,001 to 4,000 s.f.				2,000-6,000 s.f.				
	630	RC1	flat	$ 749	**$ 1,270**					
	631	RC2	flat	$ 1,194	**$ 1,955**					
		4,001 to 6,000 s.f.				$ 933				
	632	RC1	flat	$ 1,059	**$ 1,541**					
	633	RC2	flat	$ 1,294	**$ 2,294**					
		6,001+ s.f.				>6,000 s.f.				
	634	RC1	flat	$ 1,204	**$ 3,065**	$ 1,063				
	635	RC2	flat	$ 1,393	**$ 3,423**					

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
9		Production Kitchen								
	637	First Permit	flat	$ 1,052	**$ 1,195**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	638	Additional Permit (Restaurant/Caterer)	flat	$ 199	**$ 984**					
	643	Fee Exempt	flat	$ -	**$ 995**					
10		Microenterprise Home Kitchen Operations								
	658	Initial Permit	flat	NEW	**$ 847**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
	659	Annual Renewal Permit	flat	NEW	**$ 565**					
11	**NEW**	Detention Facility Kitchen	flat	NEW	**$ 550**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
12	**652**	Catering Operation Self Owner	flat	$ 1,052	**$ 1,277**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
13	**622**	Catering Operation	flat	$ 1,052	**$ 1,270**	$ 1,194	$ 391	Catering/Kitchen Rental RC 2: $793	Caterer Food Prep RC 1: $305 Caterer Food Prep RC 2: $458	$ 983
14	**653**	Host Facility	flat	$ 1,052	**$ 1,572**	$ 408	Host Facility A: $73 Host Facility B: $365	*No comparison available*	$ 438	$ 572
15	**636**	Food Demonstrator	flat	$ 424	**$ 2,418**	*No comparison available*		*No comparison available*	$ 175	*No comparison available*
16		Schools								
	624	Summer Food Service Program (grant funded)	flat	$ 299	**$ -**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	$ 841
	626	School Food Distribution Center	flat	$ 299	**$ 1,868**	*No comparison available*	School Satellite: $496	Satellite Serving Area: $0	*No comparison available*	*No comparison available*
	625	School w/3+ On-Campus Food Service Locations	flat	$ 995	**$ 1,722**	$ 834	$ 686	School Food Service RC 2: $396 School Food Service RC 3: $1,090	School Food Service: RC 0: No Fee RC 1: $394 RC 2: $756 RC 3: $876	Private School (1 Inspection/yr): $654 Satellite (2 Inspections/yr): $872 Processing Kitchen (2 Inspections/yr): $1,309
	627	School w/2 On-Campus Food Service Locations	flat	$ 299	**$ 906**					
	NEW	School w/1 On-Campus Food Service Location		$ 299	**$ 882**					
	NEW	Addtl. School On-Campus Food Service Location		No Fee	**No Fee**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
17	656	Event Center	flat	$ 1,052	$ 924	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
18	639	Season Fixed Facility	flat	$ 570	$ 1,703	$ 377	Seasonal Restaurant/Bar: $869 Seasonal low risk: $244 Seasonal high risk: $298	Seasonal Business: $0	*No comparison available*	Seasonal (<5 consecutive months/year): $719
Mobile Food Facilities										
19		CMFO - Prepackaged Ice Cream Carts (non-motorized)								
	701	1 to 4	each	$ 183	$ 769	Hot Dog Cart w/ Steam Table and 1 Sink/Tamales: $500	MFF: Category A: $190 Category B: $381 Category C: $378 Category D: $670	MFF Pre-packaged Cart RC 1: $383	Mobile Food Facility: No Food Prep: $138 Limited Food Prep: $438 Full Food Prep: $635	Mobile Food Facility: Min. to no prep. $149 Moderate prep: $587 Extensive prep: $841
	702	5 to 10	each	$ 150	$ 1,025	MFF: Espresso: $657				
	703	10+	each	$ 137	$ 750	Cooking Cart CRFC + 4 Sinks: $500				
20	708	CMFO - Limited Food Prep (non-motorized)	flat	$ 728	$ 961	*No comparison available*		Limited Prep Unit RC 2: $828		
21	718	MFF - Limited Food Prep	flat	$ 896	$ 987	Enclosed/Occupied Truck/Trailer Low Risk: $657		*No comparison available*		
22	NEW	MFF - Full Prep	flat	NEW	$ 1,097	*No comparison available*		*No comparison available*		
23	728	MFF - Prepackaged Ice Cream Vehicle (motorized)	flat	$ 454	$ 641	Prepack only: $444		*No comparison available*		
24	738	MFF Pre-packaged Non-PHF	flat	$ 454	$ 799	$ 370		Pre-Packaged Truck RC 1: $550		

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
25	**NEW**	CMFO - Prepackaged Non-PHF (non-motorized, >25 sq. ft.)	flat	NEW	**$ 814**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	
26	**NEW**	CMFO - Prepackaged PHF (non-motorized)	flat	NEW	**$ 890**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	
27	**740**	MFF - Whole Uncut Produce	flat	NEW	**$ 701**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	
28	**745**	MFF/CMFO - Mobile Support Unit	flat	$ 110	**$ 720**	$ 500	$ 295	Prep Unit RC 2: $1,245	$ 219	
29	**746**	CMFO - Auxiliary Conveyance Unit	flat	$ 110	**$ 780**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	Mobile Food Facility:
30	**747**	MFF/CMFO - Addtl. MFF Operating Unit	flat	$ 110	**$ 890**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	Min. to no prep. $149 Moderate prep: $587
31	**754**	MFF - Limited Commissary Addtl. Permit (prepackaged only)	flat	NEW	**$ 701**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	Extensive prep: $841
32	**755**	MFF - Limited Commissary (prepackaged only)	flat	NEW	**$ 701**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	
33	**756**	MFF - Registered Service Commissary (parking only)	flat	NEW	**$ 701**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	
34	**758**	MFF - Commissary	flat	$ 798	**$ 731**	$ 671	*No comparison available*	*No comparison available*	*No comparison available*	
35	**757**	MFF - Commissary Addtl. Permit (restaurant)	flat	$ 199	**$ 630**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Other Types of Food Facilities										
36		Temporary Events								
	817	Food Prep 1 to 2	per booth	$ 196	**$ 273**	Temp Event <12 mo: $207 Sponser - 2-15 Booths: $218 16-50 Booths: $349 >50 Booths: $433	Event Coordinator: Community Event (5 or Less): $362 6 or Less: $493 Over 80 vendors: $10,938	RC 2: $976 Temp Event Coord.: $198 Temp Event Vendor - No Prep RC 1: $100 Temp Event Vendor RC 2: $149 Non-Profit Temp Event Coord.: $0 Non-Profit Temp Event Vendor: $0 Temp Event Vendor No Prep RC 1: $298 Temp Event Vendor w/ Prep RC 2: $447	1-10 Booths: $172	5 Days or Less Prepackaged: $105 Minimal Prep: $212 Moderate Prep: $284 Estensive Prep: $449 Annual Prepackaged: $141 Minimal Prep: $294 Moderate Prep: $384 Estensive Prep: $714
	818	Food Prep 3 to 7	per booth	$ 142	**$ 179**				11-20 Booths: $252	
	819	Food Prep 8+	per booth	$ 126	**$ 151**				>20 Booths: $343	
	NEW	Sampling/Demonstrators 1 to 2	per booth	NEW	**$ 128**				*No comparison available*	
	NEW	Sampling/Demonstrators 3 to 7	per booth	NEW	**$ 87**					
	NEW	Sampling/Demonstrators 8+	per booth	NEW	**$ 75**					
	NEW	Prepackaged/Beverage 1 to 2	per booth	NEW	**$ 64**					
	NEW	Prepackaged/Beverage 3 to 7	per booth	NEW	**$ 45**					
	NEW	Prepackaged/Beverage 8+	per booth	NEW	**$ 38**					
37		Temporary Event Application	flat							
		Submitted two weeks prior to event	flat	$ 45	**$ 282**	*No comparison available*	*No comparison available*		RC 1: $99 RC 2: 1-12 Days: $145 RC 2: $202 RC 3: 1-12 Days: $186 RC 3: $241 RC 1: Annual: $99 RC 2: 13+ Days Annual: $202 RC 3: 13+ Days Annual: $241	
		Submitted < 2 weeks and > 1 week prior to event [4]	per booth	25% of permit fee	**NBS did not evaluate**					
		Submitted < 1 week prior to event [4]	per booth	40% of permit fee	**NBS did not evaluate**					
38		Swap Meet/Flea Market Pre-Packaged Food Stand								
	814	< 20,000 s.f.	flat	$ 1,716	**$ 753**	*No comparison available*	Organizer: $346		*No comparison available*	
	815	>20,000 s.f.	flat	$ 3,432	**$ 1,129**		Prepackaged food stand: $150			
39		Cert-Ag. Vendor - Farmers Market RC 2							CFM	
	802	1-25 Booths	flat	$ 597	**$ 772**	Certified Farmer's Market: $539	Certified Farmer's Market: $539		2-10 Permits: $172	(1.5 Hours + Hourly Rate): $329
	803	26-45 Booths	flat	$ 796	**$ 1,054**				11-20 Permits: $252	
	804	46+ Booths	flat	$ 995	**$ 1,223**				>20 Permits: $343	
40		Non-Ag. Food Vendor - Farmers Market								
	805	1-5 Booths	flat	$ 478	**$ 1,144**				TST Demo Sampler	
	806	6-10 Booths	flat	$ 600	**$ 832**				$ 88	
	807	11+ Booths	flat	$ 839	**$ 1,991**					

Contra Costa County						Comparison Agencies				
No.	**PE**	**Fee Description**	**Fee Unit Type**	**Current Fee**	**Full Cost Recovery**	**Alameda County**	**Sacramento County**	**San Mateo County**	**Santa Clara County**	**Sonoma County**
41	**801**	Farm Stands	flat	$ 498	**$ 200**	*No comparison available*	$ 402	*No comparison available*	*No comparison available*	$ 141
42		Vending Machines						1-5/Facility - Hourly Rate	1-5 at same location	
	1644	1-4 Machines	flat	$ 249	**$ 617**	$ 46	*No comparison available*	$ 198	$ 298	$ 22
	1644	5+ Machines	each	$ 37	**$ 617**					
43		Skilled Nursing Facility								
	1501	0-50 Beds	flat	$ 1,147	**$ 625**					
	1502	51-100 Beds	flat	$ 1,434	**$ 599**	16-25 Beds: $998		*No comparison available*	*No comparison available*	*No comparison available*
	1503	101-200 Beds	flat	$ 1,720	**$ 681**	26-50 Beds: $1,129				
	1504	201-300 Beds	flat	$ 2,008	**$ 3,798**	51-75 Beds: $1,194				
	1505	301+ Beds	flat	$ 2,295	**$ 4,340**	76+ Beds: $1,325				
44		General Acute Care Facility						Licensed Healthcare Facility		
	1506	0-100 Beds	flat	$ 2,295	**$ 489**			Subfacility 11-100 Beds RC 2: $793		
	1507	101-200 Beds	flat	$ 2,581	**$ 439**	*No comparison available*		Subfacility >100 Beds RC 2: $793	*No comparison available*	*No comparison available*
	1508	201+ Beds	flat	$ 2,868	**$ 501**			Food Prep 11-100 Beds RC 2: $991		
								Food Prep 11-100 Beds RC 3: $1,684		
45		General Acute Care Facility					Licensed Health Care Facility: $1,204	Food Prep >100 Beds RC 3: $1,981		
		0-100								
	1509	0-50 Beds & Seats	flat	$ 3,155	**$ 817**					
	1510	51-149 Beds & Seats	flat	$ 3,441	**$ 6,508**					
	1511	150+ Beds & Seats	flat	$ 3,728	**$ 7,050**					
		101-200								
	1512	0-50 Beds & Seats	flat	$ 4,015	**$ 783**	*No comparison available*		*No comparison available*	*No comparison available*	*No comparison available*
	1513	51-149 Beds & Seats	flat	$ 4,060	**$ 802**					
	1514	150+ Beds & Seats	flat	$ 4,588	**$ 723**					
		201+								
	1515	0-50 Beds & Seats	flat	$ 4,875	**$ 1,573**					
	1516	51-149 Beds & Seats	flat	$ 5,162						
	1517	150+ Beds & Seats	flat	$ 5,448	**$ 1,370**					
	1518	Food Stations 1-20	flat	$ 440	**$ 576**					

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Cottage Food Operations										
46		Class A								
	809	Application Packet Review	flat	$ 498	**$ 331**	*No comparison available*	$ 268	$ 198	$ 219	$218 + hourly rate after 1 hour
	810	Renewal of Class A Registration	flat	$ 109	**$ 279**		$ 201	*No comparison available*		
47		Class B								
	811	Application Packet Review & Inspection	flat	$ 796	**$ 343**	*No comparison available*	$ 421	$ 396	$ 635	$547 + hourly rate after 2.5 hours
	812	Renewal of Class B Permit	flat	$ 348	**$ 335**		$ 201	*No comparison available*		
Housing										
48	**2468**	City Jails	flat	$ 710	**$ 651**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
49	**2466**	Court Holding	flat	$ 603	**$ 1,005**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	$ 366
50	**2467**	Detention Facilities	flat	$ 1,603	**$ 1,634**	$ 1,436	*No comparison available*	*No comparison available*	*No comparison available*	Adult: $2,803 Juvenile: $1,832
51	**2444**	Organized Camps	flat	$ 597	**$ 2,149**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	Year-Round: $2,114 Seasonal: $1,047
Miscellaneous										
52	**n/a**	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	**$ 376**	$ 174	$ 213	$ 198	$ 219	$ 218
		After Work Hours	per hour	$ 266	**$ 423**					

APPENDIX C.9

Comparative Fee Survey – Plan Review

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
Plan Review										
Food Establishments										
1		Restaurant								
	901	0-25 Seats	flat	$ 2,189	**$ 5,214**	<26 Seats: $909	*No comparison available*	Food Plan Check - Min. 3 hours @ Hourly Rate (minor equip. change): $594 Food Plan Review - Major: $1,932	New/Major Remodel: RC 1 up to 1000 s.f.: $1,452 RC 1 >1000 s.f.: $1,788 RC 2-3 up to 1000 s.f.: $2,011 RC 2-3 >1000 s.f.: $2,347	New Construction (4 hours + Hourly Rate): $872
	902	26-49 Seats	flat	$ 2,388	**$ 5,590**	26-50 Seats: $1,296				
	903	50-149 Seats	flat	$ 2,985	**$ 6,719**	51-75 Seats: $1,662				
	904	150+ Seats	flat	$ 3,383	**$ 7,472**	*No Comparison Available*				
2	**928**	Cocktail Lounge/Bar	flat	$ 2,189	**$ 5,214**	$ 929	*No comparison available*			
3	**927**	Snack Bar	flat	$ 2,189	**$ 5,214**	$ 891	*No comparison available*			
4		Retail Food Market					No Prep: $952			
	914	Less than 2,000 s.f.	flat	$ 1,990	**$ 4,837**	<3,000 s.f.: $891	<2,000 s.f.: $2,344		No Food Prep - Grocery Store <5K s.f.: $1,565	
	915	2,001 to 4,000 s.f.	flat	$ 2,587	**$ 5,967**	3,000-10,000 s.f.: $1,330.50	2,000-6,000 s.f.: $2,615		No Food Prep - Grocery Store 5K-20K s.f.: $1,899	
	916	Greater than 4,001 s.f.	flat	$ 3,184	**$ 7,096**	<10,000 s.f.: $1,666.50	>6,000 s.f.: $3,824		No Food Prep - Grocery Store: >20K s.f.: $2,235	
5		Bakery								
	917	Less than 4,000 s.f.	flat	$ 2,388	**$ 5,590**	<2,000 s.f.: $1,045.50	*No comparison available*		*No comparison available*	
	918	Greater than 4,000 s.f.	flat	$ 2,786	**$ 6,343**	2,000-6,000 s.f.: $1,357				
						>6,000 s.f.: $1,693.50				
6	**933**	Production Kitchen/Event Center	flat	$ 2,587	**$ 5,967**	*No comparison available*	*No comparison available*		*No comparison available*	
7		Host Facility	flat	$ 796	**$ 2,579**	*No comparison available*	*No comparison available*		*No comparison available*	

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
8	926	School	flat	$ 1,990	$ 4,837	$ 891	*No comparison available*	Food Plan Check - Min. 3 hours @ Hourly Rate (minor equip. change): $594 Food Plan Review - Major: $1,932	*No comparison available*	New Construction (4 hours + Hourly Rate): $872
9	934	Commissary - MFF	flat	$ 2,388	$ 5,590	$ 1,241	*No comparison available*		*No comparison available*	
10	935	Cart Commissary	flat	$ 1,393	$ 3,708	$ 907	*No comparison available*		*No comparison available*	
11	957	Food Minor Remodel	flat	$ 1,194	$ 3,332	*No comparison available*	W/ Inspection: $572 W/O Inspection: $191		Minor Remodel (add'l operation): $894 Minor Remodel: $1,118	Remodel (2 Hours + Hourly Rate): $436
11		Equipment Change								
	945	1 Equipment Change	flat	$ 398	$ 1,826	*No comparison available*	$ 175		Single PC - Equip Addition or Replacement: $336	
	946	2 Equipment Change	flat	$ 597	$ 2,202		Major Remodel: $1,583			
	947	3 Equipment Change	flat	$ 796	$ 2,579					
12		Mobile Food Facility								
	983	Limited Prep	flat	$ 398	$ 1,073	*No comparison available*	MFF: New Contruction: $725		No food prep: $223 Limited Food Prep: $447 Full Food Prep: $648	1 Hour + Hourly Rate: $218
	984	Full Prep	flat	$ 498	$ 1,073					
14	NEW	CMFO - Limited Prep	flat	NEW	$ 1,638	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
Public Pools										
15	967	Swimming Pool	flat	$ 2,786	$ 6,343	$ 1,256	$ 2,410	One Pool/Spa: $1,493 Ea. Addtl.: $1,119 Pool/Spa w/ auxillary areas: $2,238	Recreational body of water <4,999 s.f.: $2,011 Recreational body of water >5,000 s.f.: $2,682	Plan Check - New Const. (4 hour min. + hourly rate): $872
	968	Plus 1	flat	$ 4,179	$ 8,978		PO/FR: $3,372			
	969	Plus 2	flat	$ 6,766	$ 13,871		WF/WS: $3,478			
16	974	Spa	flat	$ 2,189	$ 5,214	$ 1,256	$ 2,410			

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
17	994	Public Pool Minor Remodel	flat	$ 1,194	$ 3,332	$ 535	W/ Inspection: $572 W/O Inspection: $191	Major Pool/Spa Remodel: $1,024 Ea. Addtl: $768	Recreational body of water <4,999 s.f.: $1,006 Recreational body of water >5,000 s.f.: $1,267	Plan Check - Remodel (1 hour min. + hourly rate): $218
18		Equipment Change								
	987	1 Equipment Change	flat	$ 398	$ 1,073	*No comparison available*	Single Equipment Replacement: $175	Minor Pool/Spa Remodel: $275 Ea. Addtl: $206	*No comparison available*	*No comparison available*
	988	2 Equipment Change	flat	$ 597	$ 1,073					
	989	3 Equipment Change	flat	$ 796	$ 1,073					
19	985	Replastering or Replacement	flat	$ 597	$ 2,202	*No comparison available*	*No comparison available*	*No comparison available*	$ 570	*No comparison available*
20	986	Deck or Fence Replacement	flat	$ 597	$ 2,202	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
21	NEW	Spray Ground	flat	NEW	$ 2,420	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
Miscellaneous										
22	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	$ 376	*No comparison available*	$ 213	$ 198	$ 223	$ 218
		After Work Hours	per hour	$ 266	$ 423					

APPENDIX C.10

Cost of Service Analysis – *General Program Fees*

Contra Costa County						Comparison Agencies				
No.	PE	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery	Alameda County	Sacramento County	San Mateo County	Santa Clara County	Sonoma County
General Program Fees										
Miscellaneous										
1		Application Fee	flat	$ 45	**$ 87**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
2		General Program Fee								
		Violation Re-inspection	per hour	$ 199	**$ 376**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	$ 218
		Change of Ownership/Site Evaluation	flat	$ 244	**$ 681**					
3		Special Services Fee								
		Administrative Hearings	per hour (1 hr min)	$ 199	**$ 376**	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*	*No comparison available*
		Field & Office Consultations	per hour (1 hr min)	$ 199	**$ 376**					Site Review: $436
		Non-Routine Site Evaluations	per hour (1 hr min)	$ 199	**$ 376**					*No comparison available*
		Non-Routine Field Inspections and/or reinspections	per hour (1 hr min)	$ 199	**$ 376**					
4		Special Services Fee	per hour (2 hr min)	$ 199	**$ 376**	*No comparison available*	*No comparison available*	*No comparison available*	AB1020 State Fee: $5 AB1020 Agency Fee: $1	*No comparison available*
5	n/a	For services requested, which have no fee listed in this fee schedule								
		During Work Hours	per hour	$ 199	**$ 376**	*No comparison available*	$ 213	$ 198	$ 219	$ 218
		After Work Hours	per hour	$ 224	**$ 423**					

Resolution

IN THE MATTER OF ESTABLISHING AND ADJUSTING FEES FOR THE SMALL WATER SYSTEM PROGRAM CHARGED BY THE ENVIRONMENTAL HEALTH DIVISION OF THE CONTRA COSTA HEALTH SERVICES DEPARTMENT

The Contra Costa County Board of Supervisors FINDS, as follows:

A. California Health and Safety Code section 101325, Contra Costa County Ordinance Code section 413-3.204, and other applicable laws, regulations, and ordinances, authorize the County to adopt fees to recover the Health Service Department, Environmental Health Division's ("EH Division") costs to administer its Small Water System Program ("SWS Program").

B. Fees charged by the EH Division are intended to recover the reasonable regulatory costs to the County for issuing licenses and permits, performing investigations, inspections, and audits connected with the SWS Program administered by the EH Division. The amounts of the EH Division's fees are calculated to be no more than necessary to cover the reasonable costs of the EH Division's SWS Program, and the manner in which those costs are allocated to each fee payor bears a fair and reasonable relationship to each payor's burdens on, or benefits received from, the EH Division's SWS Program. (Cal. Const., art. XIII C, § 1(e).)

C. The EH Division's operations and expenses connected with its SWS Program are intended to be financed entirely by revenues from fees imposed by the EH Division. Fees charged by the EH Division for various programs were last reviewed and adopted by the Board of Supervisors in Resolution No. 2025-225 in June 2025. However, at that time the Board elected to revisit the SWS Program fee updates at a later date. Therefore, the fees charged by the EH Division for the SWS Program have not been adjusted since the 2019 adoption of Resolution No. 2019/521. Since 2019, the EH Division's costs to administer its SWS Program have increased. These increased costs include increases in personnel and overhead costs, as well as other expenses. Therefore, revenues from current fees are insufficient to recover the EH Division's reasonable costs to administer its SWS Program. The fees need to be adjusted to ensure that they continue to bear a fair and reasonable relationship to the fee payors' burdens on or benefits from the SWS Program administered by the EH Division, and to ensure the EH Division charges fees that recover the reasonable costs of administering the EH Division's SWS Program.

D. The Division contracted with independent financial consulting firm, NBS, to conduct a review of time accounting data to develop fees that are based on fully-burdened hourly rates aligned with the Division's regulatory activities, as more particularly described in the NBS Fee Study, dated June 6, 2025 ("Fee Study") attached as Attachment 1 to the Staff Report in support of this Resolution. The Fee Study determined that certain regulatory fees for programs require adjustment to ensure the EH Division's fees continue

to bear a fair and reasonable relationship between the fee payors' burdens on or benefits from the regulatory activities for which the fees are charged, and also to ensure the EH Division is able to recover its reasonable costs of performing its regulatory activities.

E. Based on the Fee Study, the Health Services Department, Environmental Health Division recommends that the Board of Supervisors direct the Department to return regulatory authority of public SWS Program to the State, and adopt the fee tables attached as Attachment A to this resolution ("Fee Schedule") and incorporated herein, to establish fees to be charged for the EH Division's SWS Program, including increased fees for the non-public SWS Program. The fees set forth in the Fee Schedule are calculated to recover the reasonable regulatory costs to the County for issuing licenses and permits, performing investigations, inspections, and audits connected with those regulatory activities performed by the EH Division's SWS Program. Additionally, based on the Fee Study, the fees set forth in the Fee Schedule are no more than necessary to recover the reasonable costs of EH Division's activities, and the manner in which those costs are allocated to payors of the fees bears a fair and reasonable relationship to each payor's burdens on, or benefits received from, the EH Division's activities.

F. In accordance with Government Code section 66018, the EH Division caused a hearing notice to be published twice in the East Bay Times, on September 26, 2025, and October 3, 2025, to give notice of the October 7, 2025 hearing on the adoption of the Fee Schedule for the SWS Program.

G. On October 7, 2025, the Board of Supervisors held a noticed public hearing on the EH Division's proposed fee update for the SWS Program. The Board has considered all comments, testimony, and objections submitted verbally or in writing before the close of the public hearing. The Board of Supervisors has considered the Fee Study, the Fee Schedule, the Staff Report, staff presentation, public comments and testimony, any objections to the fees, and all other information and materials presented to the Board before the close of the public hearing.

NOW, THEREFORE, the Board of Supervisors of Contra Costa County hereby RESOLVES, as follows:

1. The Board **FINDS** that the fees set forth in the Fee Schedule, attached hereto as Attachment A, (a) are calculated to recover but not exceed the reasonable regulatory costs to the EH Division for issuing licenses and permits, performing investigations, inspections, and audits in connection with the SWS Program administered by the Division, and (b) each of the fees bears a fair and reasonable relationship to each payor's burdens on and benefits from the SWS Program administered by the EH Division. The Board further **FINDS** that the fees will recover the EH Division's reasonable costs to administer its SWS Program, including the increased fees for the non-public SWS Program.

2. The Board **ADOPTS** the Fee Schedule, attached hereto as Attachment A, as the Fee Schedule for the EH Division's SWS Program. The Fee Schedule attached hereto as Attachment A shall be effective as of October 7, 2025.

3. The Board **AUTHORIZES** the Health Services Director, or designee, to collect delinquent SWS Program permit fees, including penalties and the County's administrative, legal, and collection costs, in accordance with Ordinance Code section 413-3.1206, and any other applicable ordinances and laws.

4. This Resolution is effective immediately upon its adoption on October 7, 2025. This Resolution supersedes and replaces the Small Water System fees established in Resolution No. 2025-225 in their entirety.

28-852

LOCAL PRIMACY DELEGATION AGREEMENT

This PRIMACY DELEGATION AGREEMENT (this "Agreement") is entered into as of November 30, 2013, (the "Effective Date") by and between the California State Department of Public Health (the "Department") and the County of Contra Costa (the "County").

BACKGROUND

A. The Department may delegate enforcement of the California Safe Drinking Water Act for small public water systems to local health officers under the terms and conditions of this Agreement.

B. The Department has adopted regulations specifying the requirements for a small public water system regulatory program by a local health officer under authority delegated by the Department.

C. The County has submitted a complete primacy delegation application (the "Application") to the Department requesting delegation of primacy for the small public water system regulatory program within the County.

D. The Department has reviewed the Application submitted by the County and determined that the County is capable of conducting a small public water system regulatory program.

E. The Department hereby wishes to delegate to the County the authority to enforce state laws and regulations applicable to the delivery of drinking water to consumers by small public water systems pursuant to the terms of this Agreement, and the County hereby accepts such delegation.

F. All statutory references in this Agreement are to the California Health and Safety Code ("HSC") as the same may be amended from time to time, unless otherwise noted.

G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree as follows:

AGREEMENT

ARTICLE I. DELEGATION; DESIGNATION OF LOCAL PRIMACY AGENCY

Section 1.01 Termination of Prior Agreement. This Agreement supersedes, in its entirety, the prior Delegation Agreement between the parties, which Delegation Agreement is hereby agreed to be of no further force or effect.

Section 1.02 Delegation and Reservation of Rights. The Department hereby delegates to the County all authority granted to it under the California Safe Drinking Water Act (HSC §116270 et. seq.) for regulation of small public water systems. This delegation

does not include regulation of community water systems serving 200 or more service connections. Notwithstanding the foregoing, the Department retains concurrent authority to regulate, and take enforcement action against, small public water systems within the County's jurisdiction to the extent determined necessary by the Department.

Section 1.03 Designation. The designated local primacy agency for the County of Contra Costa shall be its environmental health director (the "LPA").

Section 1.04 Small Public Water Systems Not Subject to Delegation. The following small public water systems shall be regulated directly by the Department and are not subject to the delegation granted by this Agreement:

(a) All small public water systems owned and operated by agencies of the State of California; including the Department of Parks and Recreation, Department of Transportation, Department of Forestry, Department of Mental Health, Department of Corrections, Department of Veterans Affairs, and the Department of Water Resources;

(b) All small public water systems operated by the Chancellor of the University of California System or the Chancellor of the California State Universities and Colleges;

(c) All small public water systems owned or operated by the federal government except those that are: (1) operated by, or under the authority of, the U.S. Forest Service; or (2) campgrounds that are operated by, or under the authority of, the Bureau of Land Management or the Army Corps of Engineers; and

(d) The following specifically named small public water systems:

(i) _____, ID #_____

(ii) _____, ID #_____

ARTICLE II. TERMS OF DELEGATION

Section 2.01 Permitting of Small Public Water Systems.

(a) Issuance. The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for all small public water systems within the County's jurisdiction. The Permit must be issued in conformity with and include all terms and conditions set forth in HSC §116525 through §116550.

(b) TMF Capacity. The County shall cause the LPA to deny a Permit to any small public water system that lacks adequate technical, managerial, and financial capacity, consistent with HSC § 116540(a).

(c) 10 Year Review. All Permits must be reviewed and updated as determined by the LPA at least once in every ten (10) year period, starting from the date of issuance.

(d) Department Review. The County shall cause the LPA to deliver to the Department all Permit applications submitted to it for proposed new community water systems that are designed to serve 200 or more service connections. The LPA may only issue a Permit for such a system upon the Department's written approval.

Section 2.02 Annual Work Plan. The work plan submitted and approved by the Department will be the LPA's program guide for the fiscal year 2013. Annually thereafter the County will submit an annual work plan, in form and substance as required by 22 CCR §64260, by May 1st of each year (the "Annual Work Plan"). Upon the Department's approval, the Annual Work Plan shall be considered a part of this Agreement. The Annual Work Plan may be used by the Department, in its sole discretion, as part of the ongoing evaluation of the conduct of the small public water system program by the County.

Section 2.03 Surveillance. The County shall cause the LPA to:

(a) Inventory. Establish and maintain an inventory of all small public water systems under its jurisdiction. The inventory must be updated annually and shall include the information specified in 22 CCR §64255(a).

(b) Routine Inspections. Conduct routine on-site inspections of each small public water system as required by 22 CCR §64255(b). This includes inspection of system operations, operation and maintenance records, system facilities and equipment.

(c) Sanitary Surveys. Conduct an on-site sanitary survey of each small public water system at least every three (3) years for community water systems and every five (5) years for non-community water systems. Such sanitary survey may be conducted in lieu of any routine inspection. Such a survey is intended to evaluate the adequacy and condition of the water source, facilities, equipment, and operation and maintenance procedures and records for producing and distributing safe drinking water. A sanitary survey must review the following components of a water system: (1) sources, (2) treatment, (3) distribution system, (4) finished water storage, (5) pumps, pump facilities, and controls, (6) monitoring and reporting and data verification, (7) system management and operation, and (8) operator certification compliance with State requirements.

(d) Follow-up. Identify deficiencies found during routine inspections and sanitary surveys, and, within 60 days of the date of completion of such routine physical inspection or sanitary survey, deliver a written follow-up notice to such small public water system describing the deficiencies and prescribing a schedule for corrective action.

(e) Reporting. Complete a written routine inspection or sanitary survey report for each such inspection or survey within 90 days of such routine physical inspection or sanitary survey's completion.

(f) Surface Water. Determine the small public water systems under its jurisdiction that utilize surface water or groundwater under the direct influence of surface water and are therefore subject to surface water treatment requirements.

Performance Evaluation. The Department will evaluate the LPA's surveillance performance based upon the requirements of this Section 2.03(a), and 2.03 (c)-(f).

Section 2.04 Sampling and Monitoring. The County shall cause the LPA to:

(a) Notice. Notify each small public water system under its jurisdiction in writing of the monitoring requirements for that system. Such notification shall be provided at least once every three (3) years for each community water systems and every five (5) years for each non-community water systems. The notice shall identify the specific contaminants to be monitored, the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system. To assist with compliance with this Section 2.04, the Department shall provide guidance or related documents upon the LPA's request.

(b) Sample Siting Plan. Ensure that each small public water system under its jurisdiction complies with the sample siting plan requirements of 22 CCR §64422.

(c) Tracking System. Use a tracking system to assure that all required sampling and laboratory analyses are completed and reported by the small public water systems. The tracking system shall include the date the sample was collected, the type or purpose of the sample, the laboratory result, and the date the next sample is required to be collected.

(d) Compliance Records. Maintain an ongoing record of the status of compliance with monitoring and reporting requirements for each small public water system.

(e) Monitoring. Establish a system to assure that the water quality monitoring data submitted by each small public water system is reviewed each month for compliance.

Section 2.05 Data Management and Reporting.

The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications as follows:

(a) On a monthly basis, no later than 30 days following the month being reported:

(i) A list of all small public water systems that failed during the previous month to comply with drinking water monitoring and reporting requirements of California or federal law.

(ii) A compliance report containing the following information for each small public water system that is in violation of California or federal law: (1) the name and water system identification number of the system; (2) a description of the type of violation and the standard violated; and (3) a description of any enforcement action taken by the LPA with respect to the violation.

(iii) An electronic copy of each enforcement action in a PDF format (citations, compliance orders, and any court filings) issued by the LPA that was submitted to the Department as listed in Section 2.05(a)(ii)(3).

(b) On a quarterly basis, no later than 30 days following the quarter being reported:

(i) A list of domestic water supply permits for small public water systems that have been issued, amended, or renewed during the reporting period. The list shall include the name and the identification number of the water system.

(ii) A list of the small public water systems for which an inspection or sanitary survey was conducted during the reporting period. The list shall indicate the name and identification number of the small public water system and the type of routine inspection or sanitary survey performed.

(iii) A list of small public water systems that are required to comply with the Lead and Copper Rule (LCR) requirements of 22 CCR Chapter 17.5 and the LPA's LCR data, including the name and identification number of the small public water system, LCR monitoring period frequency, water sample collection date, number of water samples collected, number of water samples required, the lead 90th percentile result, and the copper 90th percentile result. The LPA may request a copy of the Department's LCR database for tracking and reporting LCR data in order to clarify the information the LPA is required to track and report and to provide a template for the LPA's report of LCR data.

(c) On an annual basis, no later than August 15th of each year, the LPA shall submit an updated inventory of small public water systems under the LPA's jurisdiction.

(d) The LPA agrees to submit electronic data files as requested by the Department, but in no case greater than monthly.

(e) The LPA agrees to submit their entire water system database electronically within 30 days of the Department's request for same.

Section 2.06 Additional Data Reporting to the Department. The County shall cause the LPA to (i) send written notice to all small public water systems under their jurisdiction

directing them to electronically submit, to the Department's designated location, an electronic annual report in the format specified by the Department, submitted no later than July 1st of each year (the "EAR"), and (ii) review and, if adequate, accept such EAR. If the EAR is deficient in any manner, the LPA shall notify the small public water system of the specific defects in the EAR and the system shall then resubmit a corrected EAR for further review.

Section 2.07 Enforcement. The County shall cause the LPA to take enforcement action against small public water systems in accordance with 22 CCR § 64258 and consistent with the Department's enforcement manual. As used in this Section, "enforcement action" shall be limited to the actions set forth in Division 104, Part 12, Chapter 4, Articles 9 (*Remedies*), 10 (*Judicial Review*) and 11 (*Crimes and Penalties*) of the HSC (commencing with HSC §116650).

Section 2.08 Compliance with Current Laws and Regulations. The County agrees to cause the LPA to comply with and enforce all applicable state laws and regulations and as each may be created or amended from time to time, including but not limited to HSC §116330, and 22 CCR, §§ 64253 - 64260. Each LPA will notify each small public water system under their jurisdiction of any new state or federal drinking water requirement applicable to those systems.

ARTICLE III. LPA PROGRAM REQUIREMENTS

Section 3.01 Dedicated Staff Time. The LPA will dedicate adequate staffing for the implementation of the small public water system regulatory program during the 2013 fiscal year and in subsequent years. The "adequate" level of staff workload dedicated and performed for the 2013 fiscal year shall be as set forth in the special conditions attached hereto in Exhibit A and in subsequent years shall be negotiated and incorporated into the Annual Work Plan.

Section 3.02 Adequate Staffing and Expertise. The County certifies that all LPA staff necessary to administer and fulfill the obligations delegated by this Agreement, including all technical and professional staff, have been hired or retained, and are adequately trained as of the Effective Date. The LPA may consult with the Department's staff and local district engineers for purposes of technical assistance at no cost to the LPA.

Section 3.03 Training. The Department shall provide appropriate training and technical consultation to the staff of the LPA regarding the implementation and enforcement of state and federal drinking water regulations.

Section 3.04 Program Management and Costs. Each LPA will establish and maintain a time accounting system to determine the amount of reimbursement to be billed to each small public water system consistent with the terms of HSC §116595. The hourly cost rate of the LPA must be determined using the criteria set forth in HSC §116590(b).

Section 3.05 Local Ordinances. The County certifies that any applicable local ordinances as proposed in the County's Application have been adopted and are in effect as of the Effective Date.

Section 3.06 Program Management. The County shall cause the LPA to manage the LPA program in accordance with 22 CCR § 64259.

Section 3.07 Special Conditions. The County shall cause the LPA to satisfy the special terms and conditions set forth in Exhibit A. Failure by the LPA to satisfy the special terms and conditions may, at the option of the Department, result in breach of this Agreement.

Section 3.08 Confidentiality Agreement. The County shall cause the LPA to execute a Confidentiality Agreement with the Department, as more specifically provided in Exhibit B attached hereto.

Section 3.09 Incorporation of Other Documents. This Agreement incorporates by this reference: Exhibit A "Special Conditions", Exhibit B "Confidentiality Agreement", the Annual Work Plan, and the Application as submitted to and approved by Department, and any attachments to said documents. County agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, representations, and statements made by County in the same.

ARTICLE IV. GENERAL PROVISIONS.

Section 4.01 Amendments; Waiver. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Department. Any waiver of any provision of this Agreement, and any consent to any departure by the County from the terms of any provision of this Agreement, shall be effective only if in writing and only in the specific instance and for the specific purpose for which given.

Section 4.02 Notices. Any notice to be provided to a party to this Agreement shall be delivered to the following addresses:

CDPH-Division of Drinking Water and Environmental Management
Small Water Systems Unit
1616 Capitol Avenue, MS 7418
P.O. Box 997377
Sacramento, CA 95899-7377

Contra Costa County Environmental Health
Attn: Environmental Health Director
2120 Diamond Boulevard, Suite 200
Concord, CA 94520

Section 4.03 Term; Termination of Agreement. This Agreement shall remain in effect unless terminated pursuant to HSC §116330(c). No later than ninety (90) days after termination of this Agreement, the County shall cause the LPA to deliver all records pertaining to small public water systems in either Microsoft Word and/or PDF format.

Section 4.04 Successors and Assigns. This Agreement shall be binding upon the County, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Department and its successors, transferees, and assigns. The County shall not assign its rights or duties hereunder without the consent of the Department.

Section 4.05 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision. Should any provision of this Agreement be determined to be in conflict with the provisions of the Health and Safety Code or the California Code of Regulations, the provisions of those codes shall prevail.

Section 4.06 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 4.07 Entire Agreement. This Agreement, and the other documents specifically referred to herein, embody the entire agreement and understanding between the County and the Department with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 4.08 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 4.09 No Agency. Nothing in this Agreement is intended to or does establish the County as the agent for the Department, or grants to the County any powers, rights, or privileges other than those contained in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEPARTMENT:

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By: _____

Name: David M. Mazzera

Title: Acting Division Chief

COUNTY:

CONTRA COSTA

By: _____

Name: Marilyn C Underwood, PhD

Title: Environmental Health Director

EXHIBIT "A"

SPECIAL CONDITIONS

Article A-1. Supremacy of Special Conditions. Notwithstanding any other term or condition in this Agreement or any document attached hereto or incorporated by reference, the special conditions set forth in this Article A-1 shall control in the event of any conflict or discrepancy with any other term.

Article A-2. Adequate Staffing. The "adequate" level of dedicated staff time referred to Section 3.01 of this Agreement means 0.8 FTE.

Article A-3. Confidentiality Agreement. Notwithstanding anything to the contrary in this Agreement or any document attached hereto or incorporated by reference, Contra Costa County may make such disclosures as may be required by court orders or by applicable state or federal law, including, but not limited to, the California Public Records Act.

Article A-5. Annual Work Plan. The FY 13/14 annual work plan to be submitted as a part of this agreement per Section 2.02 shall be identical to the workplan for FY 13/14 which was previously submitted to the State. In future years the work plan shall be submitted annually by May 1st of each year.

Article A-6. Sampling & Monitoring. Per the last sentence in Section 2.04(a), the County requests the State provide a written list of approved testing methods in order to assist in achieving the requirements of this section.

Section 4.10 Article A-7. Data Management and Reporting. In reference to Section 2.05. The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications. Upon the requirement for new electronic submission specifications, the LPA shall comply with this Section when their database of record has the ability to be upgraded to meet those specifications.

Article A-8. Program Management & Costs. In lieu of fees as stipulated in sections 116595 and 116590 of the HSC, Contra Costa County will continue to charge the public water systems in its' jurisdiction as per Contra Costa County Ordinance Chapter 413-3, entitled "Environmental Health Permits and Fees".

EXHIBIT "B"

CONFIDENTIALITY AGREEMENT

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT

CONFIDENTIALITY AGREEMENT

WHEREAS the California Department of Public Health, Division of Drinking Water and Environmental Management (hereafter "CDPH") and the County of Contra Costa (hereafter "County") have entered into that certain Local Primacy Delegation Agreement of even date herewith (hereafter "LPDA"); and

WHEREAS in the performance of the LPDA, CDPH will disclose to County records and information, or portions thereof, that are confidential and exempt from disclosure to the public.

THEREFORE, CDPH and County hereby agree that County will use such records and information subject to the following terms and conditions effective as of November 30, 2013.

1. Confidential Information: The following shall be deemed "Confidential Information":

    a. Documents and records provided by CDPH, including electronically stored and/or transmitted information, concerning the precise geographical location of public water systems' drinking water sources, treatment facilities, pumping stations, distribution systems, and storage facilities for all public water systems in the County. These records may include maps, project plans or specifications, water supply permits/engineering reports, facilities lists; source water assessments, well driller's logs, and schematic diagrams.

    b. Documents, records, memoranda, policy and guidance documents and all other materials provided by CDPH to County by means of CDPH's SharePoint system, any internal non-public websites or any other related or successor databases or sources that are managed by CDPH and accessed by County.

    c. Information or records provided by CDPH that are marked "Confidential" or which are understood to be or intended to be treated as "Confidential".

2. Non-Disclosure: County agrees to treat the "Confidential Information" as confidential and exempt from disclosure to the public, allowing access to the records only to those persons who are employed, retained, or otherwise under the control of the County and are subject to confidentiality obligations substantially similar to those contained herein (collectively "Permitted

Recipients"). County agrees to protect Confidential Information from disclosure to others to the greatest degree allowed by law.

3. Treatment of Non-Confidential Information: Information derived from sources other than CDPH is not subject to this Agreement.

4. Use: County agrees to use Confidential Information only for official business purposes directly related to performance of the LPDA. To the extent that Confidential Information is used to create public reports, publications, maps, or other representations of the data contained in the records, physical addresses of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will not be included, and any geographical locations of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will be displayed or represented in a manner that is randomized within a one-mile radius.

    a. Protective Order: To the extent that Confidential Information comprises part of an administrative record for, or are otherwise to be used in, administrative or judicial litigation, physical addresses and/or a higher resolution may be provided to the court under seal or subject to the court's protective order(s). County may request CDPH provide a template for such a protective order.

5. Approval of Third Parties: County agrees that reports, publications, maps, or other representations or information contained in the Confidential Information will be released only to Permitted Recipients unless County has obtained the prior written approval of an authorized representative of CDPH or a court order.

6. Notice: County agrees to notify CDPH promptly of any requests or demands for disclosure of any Confidential Information, and to coordinate with CDPH in its response to those requests. In addition, County agrees to immediately notify and coordinate with CDPH regarding the initiation of any judicial proceeding to compel the County to disclose Confidential Information and/or any representation based thereon. County further agrees to seek direction from CDPH regarding further judicial review or appeal of any such order and shall act in accordance with such direction from CDPH.

7. Amendments: CDPH and County agree that this Agreement may not be amended, except in writing signed by authorized representatives of CDPH and County.

8. Continuity of Obligations: County agrees that its obligations under this Agreement shall continue indefinitely until the parties agree in writing to the contrary.

9. Destruction: County agrees to destroy any Confidential Information disclosed by CDPH as soon as County is finished using it and to notify CDPH when it has been destroyed.

10. Governing Law: CDPH and County agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

By their signatures below, CDPH and County represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

County

Signature: Marilyn C Underwood Date: Nov 14, 2013

Name: Marilyn C. Underwood

Title: Environmental Health Director

CDPH

Signature: David M. Mazzera Date: 11/21/13

Name: David M. Mazzera

Title: Acting Division Chief

Contra Costa County, Deputy County Counsel

Moe Jamil

State Water Resources Control Board
Division of Drinking Water

REC'D
JAN 05 2017
CCEH

January 3, 2017

Dr. Marilyn Underwood, Director
Contra Costa County Environmental Health Division
2120 Diamond Blvd, Suite 200
Concord, CA 94520

Dear Dr. Underwood:

Pursuant to Health and Safety Code, section 116271 (i), on July 1, 2014, the State Water Resources Control Board (hereinafter "State Board" or "Board") assumed the rights, obligations, liabilities and duties of the State Department of Public Health with respect to the Local Primacy Delegation Agreement (hereinafter "Agreement") entered into by the County of **Contra Costa** (hereinafter "County") and the State Department of Public Health for purposes of administering the California Safe Drinking Water Act. In accordance with section 4.01 of the Agreement, the State Board hereby amends the Agreement as further described below (hereinafter "Amendments"). Unless otherwise noted, all Amendments are effective as of **April 1, 2017**. The State Board has delegated to the Deputy Director for the Division of Drinking Water (Division) the authority to administer the local primacy delegation program for small water systems. (See State Board Resolution No. 2014-0029.)

LPA Delegation Agreement Amendments

I. Renaming ARTICLE II. TERMS OF DELEGATION to "ARTICLE II. LPA PROGRAM REQUIREMENTS."

II. Amending Section 2.01 by:
A. Amending Section 2.01 (a) to read: Issuance. The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for each public water system within the County's jurisdiction for which the State Board concurs that the permit may be issued as provided for in Health & Safety Code, section 116540 (b) (as amended by SB 1263 (2016)). The County shall cause the LPA to submit to the State Board a copy of each permit application for a new public water system and each technical report required by

Health & Safety Code, section 116527. The County shall prohibit the LPA from issuing a Permit to any public water system unless it has received written concurrence from the State Board to issue the Permit. The Permit must be issued in conformity with and include all terms and conditions set forth in the Safe Drinking Water Act and the Permit Manual on the Division's FTP website (https://ftp.waterboards.ca.gov/WebInterface/login.html), and on any successor website, (hereinafter FTP website). The State Board shall notify the County within three (3) business days of making any change to any requirement on the FTP website that is referenced in the Agreement or these Amendments with which the County is required to comply.

B. Deleting Section 2.01 (d).

III. Amending Section 2.04 (e) to read:

Monitoring and Review. Establish and maintain a system to ensure that each public water system under its jurisdiction: (A) Is in compliance with all applicable requirements of California Code of Regulations, Title 22; and (B) Submits all required water quality data electronically to the Board. The County shall be deemed to be in compliance with requirement (A) with regard to any public water system that is out of compliance so long as the County is taking appropriate and timely enforcement action as provided for in Section 2.07.

IV. Amending Section 2.05 by deleting the existing introductory paragraph and subparagraphs (a) through (e), and adding the following subparagraphs:

(a). The County shall cause the LPA to comply with the Board's instructions on the FTP website regarding issuance of unsafe water alerts, including, but not limited to, notifying the agencies identified in the document.

(b). The County shall cause the LPA to use: (1) SDWIS-State to report to the Division on or before 30 days after the last day of each calendar quarter each of those data elements in SDWIS-State that are being implemented by the Division; (2) SDWIS -State to report to the Division any additional data element within 90 days of being notified that the Division has implemented the additional element; and (3) any database that is a successor to SDWIS-State within 90 days of being notified that the Division has implemented the successor database as directed by the Board. The County shall cause the LPA to comply with all guidance on the Division's FTP SDWIS website (hereinafter "FTP- SDWIS website") relating to SDWIS-State data entry procedures and compliance management rules.

(c). The County shall cause the LPA to submit to the Board's Division of Information Technology an electronic PDF copy of each citation and each order issued by the LPA within 30 days of issuance and shall use the file naming convention and submission procedures that are provided on the FTP website.

(d). The County shall cause the LPA to submit to the Board an electronic copy of each pleading initiating a civil or criminal action that the County has filed or referred for filing against a public water system within 30 days of the later of the date of filing of the pleading or the date of receipt by the County of the pleading.

(e). The County shall cause the LPA to submit to the Board a written list of issued, amended, or renewed domestic water supply permits for each public water system under

the LPA regulatory jurisdiction electronically no later than 30 days after the last day of each calendar quarter. The list shall be in the format specified on the FTP website.
(f). The County shall cause the LPA to comply with all requests from the Board to issue an amended permit to public water systems regardless of whether the public water system submitted an application for an amended permit, provided that the Board has determined that the amended permit is necessary to protect public health.
(g). The County shall cause the LPA to make all reasonable effort to provide to the Board any communications it receives, including, but not limited to, reports of oral communications, relating to matters under the Board's authority that are not delegated to the LPA.
(h). The County shall cause the LPA to provide to the Board within five (5) business days all petitions for reconsideration as described in Health and Safety Code section 116701 that the LPA receives from public water systems, and shall not take any other action with regard to any petition for reconsideration.

V. Amending Section 2.06 to read:
Unless otherwise directed by the Board, the County shall cause the LPA to: (a) by March 1 of each calendar year, direct all public water systems under its jurisdiction to submit by April 1 of each calendar year to the DRINC website an electronic annual report (hereinafter "EAR"); (b) by June 1 of each calendar year review each EAR and, if complete, accept such EAR; (c) by June 15 of each calendar year notify each public water system that failed to submit a timely, complete EAR that the water system must submit a complete EAR by July 1; and (d) by July 15, issue a citation or compliance order to each public water system that has not submitted a complete EAR. The LPA shall comply with the FTP website's EAR guidance documents.

VI. Amending Section 2.07 to read:
The County shall cause the LPA to take appropriate and timely enforcement action against small public water systems in accordance with California Code of Regulations, Title 22, section 64258 and consistent with the Division's Staff Guide to Compliance and Enforcement on the Division's Enforcement webpage (http://drinc.ca.gov/tgs/Login.aspx?ReturnUrl=Contact.aspx).

VII. Renaming ARTICLE III. LPA PROGRAM REQUIREMENTS to "ARTICLE III. LPA MANAGEMENT REQUIREMENTS."

VIII. Amending Section 3.01 to read:
The County shall cause the LPA to submit as a part of its Annual Work Plan pursuant to section 2.02: 1) the proposed staffing level for the fiscal year; and 2) justification that will demonstrate the proposed staffing level will meet the requirements of the Agreement.

IX. Amending Section 3.04 to read:
The County shall cause the LPA to establish and maintain a time accounting system that provides an accurate record of all time spent by each LPA staff person in performing

public water system activities. Each entry in the time accounting system must include the following: date, staff identification, activity name/code, hours spent on activity.

The County shall notify the Division of Drinking Water no later than **10 working business days upon receipt** of this letter, stating whether the County accepts the terms and conditions of the Amendments and will implement all Amendments beginning on the effective date stated above. Failure to submit a timely notification may result in the State Board taking action to initiate a revocation of the Contra Costa County Local Primacy Delegation Agreement.

If you have any questions or concerns, please contact Wendy Killou at (916) 449-5158 or by email at wendy.killou@waterboards.ca.gov.

Sincerely,



Darrin Polhemus, Deputy Director
Division of Drinking Water

cc: Contra Costa County Board of Supervisors
651 Pine Street, Room 106
Martinez, CA 94553

William B. Walker, MD
Contra Costa County Health Officer
50 Douglas Drive, Suite 310-A
Martinez, CA 94553

SWRCB-DDW-San Francisco District Engineer
850 Marina Bay Parkway, Bldg. P, Second Floor
Richmond, CA 94804-6403

ECM

Permit Type	Unit	Capacity	Current Fees	Recommended Fees
Land Use				
Small Public Water Systems				
Non-Community Surface Water System			$1,392	No Change
Non-Community, Non-Transient Surface Water System			$1,392	No Change
Non-Community, Non-Transient Groundwater System			$1,215	No Change
Non-Community, Non-Transient Groundwater System w/Treatment			$1,392	No Change
Non-Community, Transient Groundwater System			$510	No Change
Non-Community Ground Water System w/Treatment			$870	No Change
Non-Community Ground Water System w/Food Preparation			$510	No Change
Non-Community Ground Water System w/Prepackaged Food Only			No Fee	No Change
Community Ground Water System	Connections	15 – 24	$1,392	No Change
Community Ground Water System	Connections	25 – 99	$1,392	No Change
Community Ground Water System	Connections	100 – 199	$1,740	No Change
Community Ground Water System w/Treatment	Connections	15 – 24	$1,392	No Change
Community Ground Water System w/Treatment	Connections	25 – 99	$1,392	No Change
Community Ground Water System w/Treatment	Connections	100 – 199	$851	No Change
Community Surface Water System	Connections	25 – 99	$682	No Change
Community Surface Water System	Connections	100 – 199	$851	No Change
Community Surface Water System	Connections	25 – 99	$682	No Change
Community Surface Water System	Connections	100 – 199	$851	No Change
Local Small Water System	Connections	2 – 4	$348	$474
State Small Water System	Connections	5 – 14	$522	$910
Small Public Water Systems Plan Review				
New Community water system ~~(up to 8.74 hours)~~			$1,740	No Change
New Non-Community Water System ~~(up to 8.74 hours)~~			$1,740	No Change
Amended Permit because of Ownership Change ~~(up to 6.12 hours)~~			$1,218	No Change
Amended permit because of System Change ~~(up to 13.12 hours)~~			$2,610	No Change

NOTICE OF PUBLIC HEARING

The Contra Costa County Board of Supervisors will hold a public hearing on Tuesday, October 7, 2025, in the Board of Supervisors Chambers, 1025 Escobar Street, Martinez, California to consider the adoption of adjusted regulatory fees to fund regulatory activities of the Environmental Health Division of the Contra Costa County Health Department, effective October 7, 2025. The Environmental Health Division administers the small water systems program. The fees being adjusted include fees for this regulatory program, specifically the fees for the non-public small water systems, i.e., local small water system and state small water system. It is proposed that the Board of Supervisors adopt adjusted fees in amounts determined in the "Contra Costa County Health Services, Environmental Health Division Fee Study," dated June 6, 2025 for this regulatory program.

A copy of the resolution and a copy of the fee study are available for review in the office of the Clerk of the Board of Supervisors at 1025 Escobar Street, Martinez, California, (925) 655-2000 or clerkoftheboard@cob.cccounty.us.

Members of the public may attend the Board of Supervisors meeting and participate in this public hearing in-person at 1025 Escobar Street, Martinez, California, on the date and at the time specified above. The public hearing will also be accessible to the public for participation via teleconference (Dial 669-900-9128, followed by Access Code 92253393385#) and Zoom. The Zoom login details will be included on the meeting agenda posted in advance of the meeting at: https://contra-costa.legistar.com/Calendar.aspx.

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Small Water System Program Proposed Fees

Kristian Lucas
Director of Environmental Health

September 16, 2025

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Background



LAST UPDATED JANUARY 24, 2025

1976 | US EPA delegates primacy to CA

1992 | Local Primacy Agency (LPA) agreements est.

1996 | Contra Costa Co. enters first LPA agreement

2013 | Latest Contra Costa LPA agreement

2017 | Amended Contra Costa LPA agreement

****75 LPA-delegated Small Water Systems (SWSs) in Contra Costa County****

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Overview

Small Water Systems

2 – 199 service connections

LPA Systems

15 – 199 service connections

- Public water systems
- Delegated regulatory authority from State Water Board
- More reporting & regulatory requirements
- **75** total systems in CCC

Non-LPA Systems

2 – 14 service connections

- Non-public water systems
- Regulated under local Health Officer authority
- Less reporting & regulatory requirements
- **34** total systems in CCC

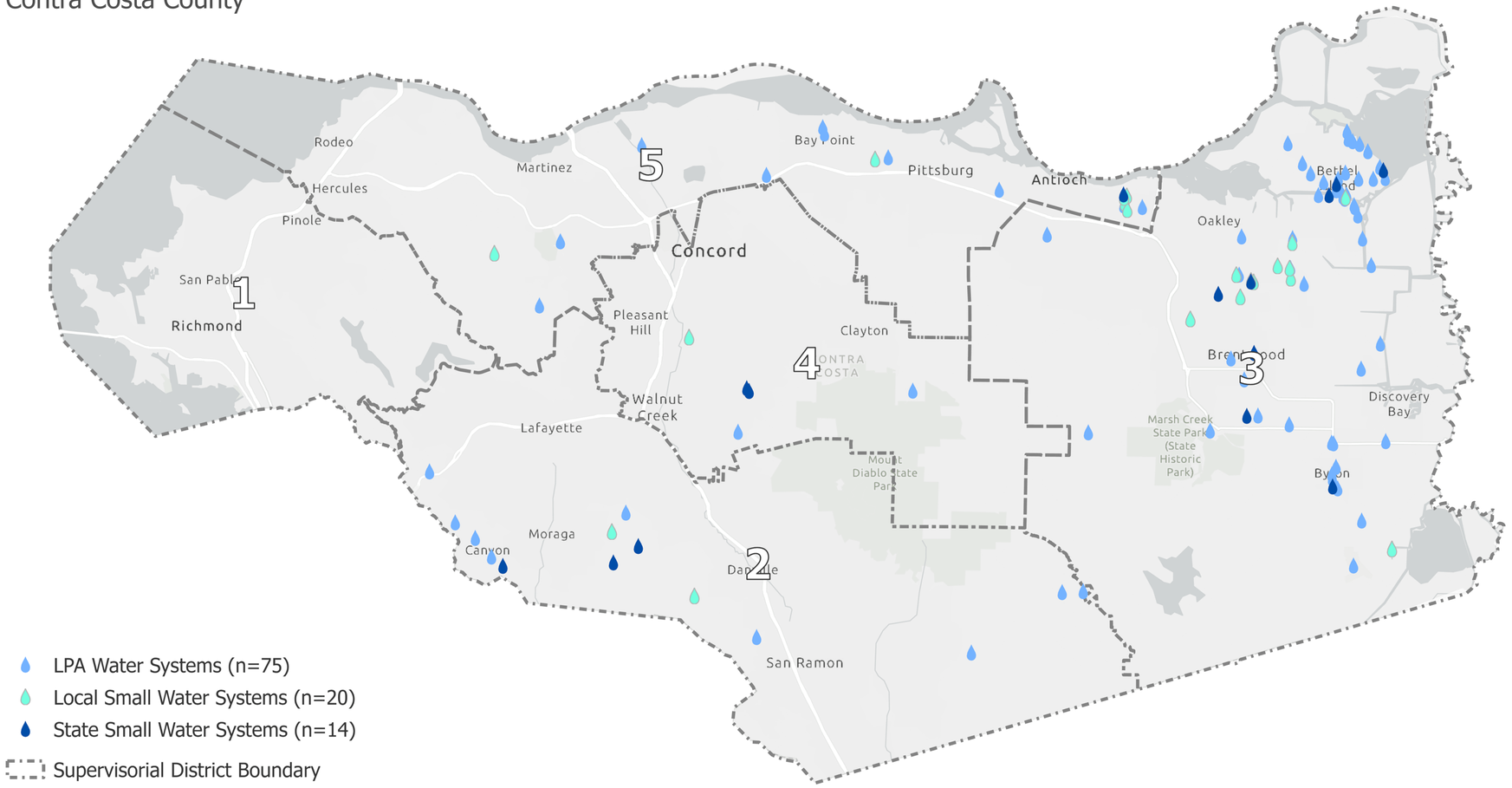


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Small Water Systems in Contra Costa

LPA, Local, and State Small Water Systems
Contra Costa County



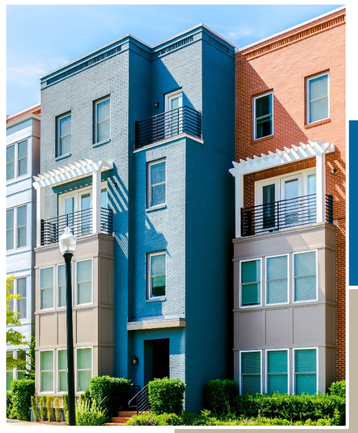
Source: Contra Costa Environmental Health, 8/18/2025.

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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Types of LPA Small Water Systems



Community Water Systems

- A public water system that serves **at least 15 service connections used by yearlong residents OR** serves **at least 25 yearlong residents** of the area served by the system
  - ➢ apartments & condominiums
  - ➢ rural mobile home parks
  - ➢ large residential subdivisions
- Total # in Contra Costa = **28**

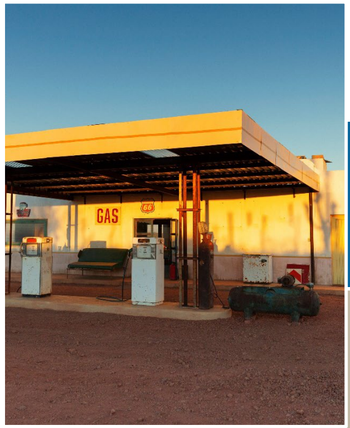




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Types of LPA Small Water Systems



Transient, Non-Community Water Systems

- A non-community water system that **does not regularly serve at least 25 of the same persons over six months** per year
  - ➢ rural gas stations & restaurants
  - ➢ campgrounds
  - ➢ marinas
  - ➢ churches
- Total # in Contra Costa = **42**



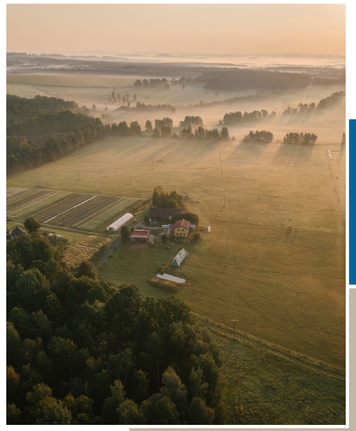
Non-Transient, Non-Community Water Systems

- A public water system that **is not a CWS AND** that **regularly serves at least 25 of the same persons over six months** per year.
  - ➢ rural schools
  - ➢ office buildings
  - ➢ industrial buildings
  - ➢ businesses
- Total # in Contra Costa = **5**

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Types of Non-LPA Small Water Systems



Local Small Water Systems

- A non-public water system that serves **between 2-4** service **connections AND does not** regularly **serve** drinking water to **more than an average of 25 individuals** daily for **more than 60 days per year**
  - ➢ 2-4 parcels sharing a water source
- Total # in Contra Costa = **20**



State Small Water Systems

- A non-public system that serves **at least 5, but not more than 14**, service **connections AND does not** regularly **serve** drinking water to **more than an average of 25 individuals** daily for **more than 60 days per year**
  - ➢ small subdivision
- Total # in Contra Costa = **14**

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LPA System Fee Comparison

Permit Type	Unit	Capacity	Current Fees	Proposed Fees	Percent Change	SWB Fees	# of Active SWSs
Small Water System Annual Permit Fee Comparisons							
Community ground water system	connections	15-24	$1,392	$3,867	178%	$677	10
Community ground water system	connections	25-99	$1,392	$3,631	161%	$677 - 1121	12
Community ground water system with treatment	connections	25-99	$1,392	$4,368	214%	$677 - 1121	1
Community ground water system	connections	100-199	$1,740	$4,697	170%	$1132 - 2253	5
Non-transient, non-community groundwater system			$1,215	$4,058	234%	$862 - 2256	3
Non-transient, non-community groundwater system w/ treatment			$1,392	$4,180	200%	$862 - 2256	2
Transient, non-community surface water system			$1,392	$5,728	311%	$1,509	2
Transient, non-community transient groundwater system			$510	$2,329	357%	$1,509	35
Transient, non-community groundwater system w/ treatment			$870	$2,509	188%	$1,509	5

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Staff Recommendations



1

DIRECT staff to terminate the Contra Costa County **Local Primacy Delegation Agreement** no later than February 28, 2026, **returning** the **regulatory oversight of** the delegated small **public water systems** back **to** the **State Water Resources Control Board**.

2

ADOPT an **amendment** to the Env Health Division fee schedule **adjusting** SWS Program **non-public water system regulatory fees**.

- Local Small Water Systems: $474

- State Small Water Systems: $910

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LPA Small Water System Operator Outreach



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Next Steps



OPEN the public hearing regarding the adoption of the proposed fees charged by EH Division Small Water Systems Program; RECEIVE testimony, public comments, and any objections to the resolution; and CLOSE the public hearing.



CONSIDER staff's presentation, all testimony, public comments, objections, staff report, NBS Fee Study Appendix A.6, and all other testimony and materials presented to the Board prior to the close of the public hearing.



ADOPT the proposed fees adjusting non-public Small Water Systems Program regulatory fees charged by EH Division, effective September 16, 2025.



DIRECT staff to terminate the Contra Costa County Local Primacy Delegation Agreement returning regulatory oversight of delegated small public water systems back to the State Water Resources Control Board.

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Thank you

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-318 **Agenda Date:** 10/7/2025 **Agenda #:** D.3.

To: **Board of Supervisors**

From: Greg Baer, Director of Airports

Report Title: Hearing to Consider New Rates and Charges for Buchanan Field Airport and Byron Airport.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing, ACCEPT public testimony, and CLOSE the hearing.
2. ADOPT Resolution establishing new hangar waitlist fee and gate access control card fee at the Buchanan Field Airport and Byron Airport.

FISCAL IMPACT:

The Airports Division operates as an Enterprise Fund and finances all of its operating costs from rents and other fees. The revised fee schedule is intended to cover costs for new and existing services provided by the Airports Division. The new Hangar Waitlist Fee and Gate Access Control Card Fee are expected to generate an additional $9,500 annually for the Airport Enterprise Fund.

BACKGROUND:

The most recent rates and charges for the County Airports were adopted on October 16, 2018, and include Consumer Price Index (CPI) escalators every 3 years. Two new fees are being introduced: a Hangar Waitlist Fee and a Gate Access Control Card Fee.

The County's Airports Division owns, maintains, and rents out 185 aircraft hangars comprised of small T-hangars and larger box hangars. Like most airports, County Airports staff maintains hangar waitlists for those desiring to house their aircraft at Buchanan or Byron Airport, or move to a different hangar based on size, location, or price point. Typically for airports, there is an administrative fee charged to be placed on a waitlist, and it's also common for an annual maintenance fee to be collected to account for the staff time required to manage the waitlists.
The County has not yet had an established fee to maintain these lists that require staff's routine attention. As evidenced through the County's current practices, a free waitlist program inherently results in individuals remaining on a list who may not fully intend to accept a hangar when offered, resulting in an artificially long waitlist. Airports management and the Federal Aviation Administration (FAA) consider the waitlist details for certain business decisions; therefore, the waitlist accuracy is important. A waitlist program that includes annual updates by applicants as well as a maintenance fee will result in more precise waitlists. The Hangar Waitlist fee

will consist of an initial $40 fee with an annual maintenance fee of $30. The Aviation Advisory Committee is recommending the establishment and implementation of this fee.
The Airports Division currently charges a deposit for airport access gate cards that can be refunded. This system incurs significant staff time from the issuing of access cards and the issuing refunds for deposits. The Airport is requesting to terminate the deposit system in place and, instead, institute a $30 user fee for airport access gate cards. The institution of this fee will work towards achieving the County Airport's dual goals of recovering its costs to operate the airports and sustain economic self-sufficiency as an enterprise fund.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, the current rates and charges will remain unchanged at the Buchanan Field Airport and Byron Airport and potential revenue generation will be missed.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF APPROVING RATES AND CHARGES FOR BUCHANAN FIELD AIRPORT AND BYRON AIRPORT.

WHEREAS, there is a need to establish new rates and charges for hangar and gate access services provided at Buchanan Field Airport and Byron Airport in order to allow the County's airports to continue to be financially self-sustaining, as required by the United States Department of Transportation Federal Aviation Administration (FAA); and

WHEREAS, the Director of Airports has developed a schedule of rates and charges for the use of the County's airports and their facilities, taking into account the FAA Policies regarding the Airport Rates and Charges and the California State Controller's Office Division of Accounting Standards and Procedures for Counties; and

WHEREAS, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits rates and charges to be set by resolution; and

WHEREAS, notice of hearing of the proposed rates and charges was published twice in the manner set forth in section 6062a of the Government Code.

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

1. The Board hereby establishes those rates and charges shown on Exhibit A, attached hereto and incorporated herein.

2. The Board finds the adoption of the rates and charges established by this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273(a)(1) and (2).

PASSED AND ADOPTED by the Board of Supervisors at a regular meeting held on October 7, 2025.

I. RATES FOR AIRCRAFT TIE-DOWN AND TRANSIENT PARKING

Location/Type	Aircraft Wingspan	Monthly Rate	Daily Rate
A. BUCHANAN FIELD			
Tie-Down			
Gravel Area……..	40 feet or less	$ 37.00	
Northwest Ramp……...	40 feet or less	$ 48.00	
Southwest Ramp……...	40 feet or less	$ 48.00	
East Ramp Rows B through K…….	40 feet or less	$ 58.00	
East Ramp Row A……	40 feet or less	$ 90.00	
Transient Parking			
Itinerant Parking – Transient Ramp*……	Under 50 feet	…….	$ 5.00
Itinerant Parking – Transient Ramp*……	50 feet or more	……..	$ 25.00
Transient Daily Small Hangar Rental……...			$ 67.00
Transient Daily Medium & Large Hangar Rental……			$113.00
B. BYRON			
Tie-Down			
Ramp…….	Under 40 feet	$ 37.00	
Between Hangars……..	Under 40 feet	$ 48.00	
Transient Parking			
Itinerant Parking – At any Transient Ramp*…….....	Under 50 feet	…….	$ 5.00
Itinerant Parking – At any Transient Ramp*…….....	50 feet or more	…….	$ 25.00
Transient Daily Hangar Rental…….			$ 50.00

*Fee may be waived if parking is validated by an airport business that is enrolled in the Airports' Overnight Parking Fee Waiver Program.

II. RATES FOR MONTHLY HANGAR RENT FOR AIRCRAFT STORAGE

Location/Type	Monthly Rent*
A. BUCHANAN FIELD	
Small/Medium Portable Hangar – Ground Rent……	$ 122.00
Large Portable Hangar – Ground Rent…….....	$ 138.00
Shade Hangar – South Facing…….....	$ 149.00
Shade Hangar – North Facing…….....	$ 175.00
T-Hangar – South Facing……...	$ 372.00
T-Hangar – Modernized South Facing……...	$ 394.00
T-Hangar – North Facing……...	$ 394.00
T-Hangar – Modernized North Facing……...	$ 415.00
Medium Hangar – South Facing……	$ 500.00
Median Hangar – Modernized South Facing…….	$ 522.00
Medium Hangar – North Facing……	$ 522.00
Median Hangar – Modernized North Facing…….	$ 542.00
Large Hangar – South Facing……	$ 639.00
Large Hangar – Modernized South Facing……	$ 660.00
Large Hangar – North Facing……	$ 660.00
Large Hangar – Modernized North Facing……	$ 681.00
Executive Hangar – South Facing……..	$ 500.00
Executive Hangar – Modernized South Facing…….	$ 522.00
Executive Hangar – North Facing……..	$ 522.00
Executive Hangar – Modernized North Facing…….	$ 542.00
Storage/Half Hangar Units…….	$ 196.00
B. BYRON	
T-Hangars……...	$ 277.00
Portable Hangar – Ground Rent…….	$ 103.00
Large Portable Hangar – Ground Rent…….....	$ 128.00
Storage/Half Hangar Units…….	$ 149.00

Note: Rents increase every 3 years on January 1 by an amount equal to the 3-year average CPI change (rounded to the nearest whole dollar) ending October 31st, not to exceed 6%.

III. HANGAR RENTAL RATE DISCOUNTS – APPLICABLE TO BOTH AIRPORTS

A. A tenant who prepays 12 months in advance will receive a 3% reduction in rent for the 12-month period. There is a maximum discount of $1,000 per year.

B. A hangar tenant who refers a pilot who rents a tie-down or hangar will receive a one-time $50 rent credit after 6 months of tenancy by the referred pilot. A tie-down tenant who refers a pilot who rents a tie-down or hangar will receive a one-time $15 rent credit after 6 months of tenancy by the referred pilot. (In all cases, the referred pilot must continue to be a tenant during the rent credit month.)

C. A tenant who refers a business that enters into a lease agreement with the County will receive, after their sixth month of operation at the airport by the referred business, an amount equal to 2% of the amount the County receives from the business each month for the subsequent 6-month period. (The maximum benefit is $1,000 over 6 months and the business must continue to be a tenant during the rent credit period.)

D. Frequent tenant discount: A tenant who rents more than one hangar or tie-down at a time will receive a 5% discount on rent for each additional hangar or tie-down space. (The discount applies to the lowest-priced rent and there is a maximum discount of $1,500 per year.)

E. A person who obtains a pilot's license through a business located on Buchanan Field or Byron Airport and then rents a hangar or tie-down from the County will receive, after the second month of tenancy, a one-time $50 rent credit on the hangar or a $15 rent credit on the tie-down.

IV. MISCELLANEOUS FEES APPLICABLE TO BOTH AIRPORTS

A. Fixed Fees

Hangar Waitlist Fee……$ 40.00 Initial, $30.00 Annual
Hangar Swap Fee……..$ 100.00 Per Tenant
Hangar Upgrade/Move Fee……...$ 100.00 Plus*
Hangar Agreement Modification/Change Fee……..……$ 100.00 Per Occurrence

*In addition to the $100 upgrade/move fee, tenant must pay the rent for both locations until tenant is fully out of the original location

1. Insurance Certificate Late Fees

Up to 30 Days after Existing Certificate has Lapsed……$25.00 Late Fee
Up to 60 Days after Existing Certificate has Lapsed……$50.00 Late Fee
Up to 90 Days after Existing Certificate has Lapsed……$75.00 Late Fee

Note: Failure to Provide an Insurance Certificate within 90 Days after Existing Certificate has Lapsed is Default and Grounds for Termination

2. Gate Access Control Cards

Fee…….....….....$ 30.00
Replacement of Lost or Damaged……..…$ 30.00
Reactivation Fee Per Occurrence …….....$ 15.00

3. Flight Instructor Registration

Annually…….$ 100.00

4. Aircraft Mechanic Registration

Annually…….$ 100.00

5. Landing Fees*

Under 12,500 lbs……..……..$ 10.00
12,500 lbs. and over……..….$ 25.00

*Landing fees apply to commercial operations that are not under an agreement with the County.

6. Ground Transportation Providers

One Time Administrative Fee……....$ 1,000.00
Annual User Fee……...…….....$ 1,200.00*

*Or $0.50 per each trip (Note: a trip is defined as a pick up or drop off)

7. Airport Movement Area Authorization/ID Badge

Issuance……..……. No Cost
Replacement Badge Per Occurrence……...$ 30.00

IV. MISCELLANEOUS FEES APPLICABLE TO BOTH AIRPORTS (CONTINUED)

8. Driver/Fueler Training

First Training Class……..No Cost
Each Subsequent Training Class……..$ 300.00
Replacement Badge……..$ 30.00

B. Variable Fees

1. Airport Sweeper, Fire Hydrant Clean Out, or Other Assistance Fee

$157.00 per hour for each airport personnel. This fee will be increased annually on July 1 for each year after July 1, 2018, according to the change in the Consumer Price Index (CPI) for the preceding one-year period ending April 30 of each year and rounded to nearest whole dollar.

2. Airport Administration Staff Services for Account Reconciliation, Insurance Certificate Assistance, Property Re-inspections and/or Other Related Actions Fee

$157.00 per hour or partial hour for each airport personnel. This fee will be increased annually on July 1 for each year after July 1, 2018, according to the change in the Consumer Price Index (CPI) for the preceding one-year period ending April 30 of each year and rounded to nearest whole dollar.

3. Property Fees (such as putting spray on the airfield pavement)

Cost of time and materials necessary to restore property to former condition

4. Aircraft Improperly Parked & Obstructs Operations or Compromises Safety Fee

Relocation fee…….…….$ 125.00 Per Hour or Portion of an Hour

5. Aircraft Obstruction Runway and/or Taxiway Fees

There is no charge for the first two (2) hours after a runway obstruction occurs. After the first two hours, there is a charge in the amount of $500 for each thirty minutes or portion thereof.

6. Property Development

The developer is responsible for all costs associated with the development of airport property, including environmental review, design, and construction, but excluding Airport staff's time. Upon the County's acceptance of a developer's proposal, the developer is required to make a good faith deposit of $10,000.

If within six months of the proposal's acceptance by the County, the developer fails to make meaningful progress in developing the agreed-upon development, as determined by the County's Director of Airports, one-half of the security deposit will be non-refundable.

If within twelve months of the proposal's acceptance by the County, the developer fails to make meaningful progress in developing the agreed-upon development, as determined by the County's Director of Airports, the entire security deposit will be non-refundable.

If the developer enters into a long-term lease with the County for the site of the development, the remaining portion of the good faith deposit will be applied to the cost to the Airport of putting the lease in place,

excluding the cost of Airport staff's time, but including the cost of other County staff's time. At developer's election, any remaining balance will be refunded to the developer or applied to ground rent.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4070 **Agenda Date:** 10/7/2025 **Agenda #:** D.4.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Public Hearing - Impasse with IFPTE Local 21 regarding Supervising Capital Facilities Project Manager classification specification revisions.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1) OPEN public hearing on impasse with IFPTE Local 21 over revisions to the specification for the Supervising Capital Facilities Project Manager classification.

2) CLOSE public hearing; and

3) IMPLEMENT revised specification for the Supervising Capital Facilities Project Manager Classification as proposed by the County.

FISCAL IMPACT:

None.

BACKGROUND:

On April 11, 2025, Human Resources issued notice to IFPTE Local 21 of its intent to revise the specifications for the Assistant Capital Facilities Project Manager (NEWC), Associate Capital Facilities Project Manager (NEVA), Senior Capital Facilities Project Manager (NEHA), and Supervising Capital Facilities Project Manager (NEHC) classifications.

On April 18, 2025, IFPTE Local 21 responded to the notice and requested to bargain the above-referenced revisions to these classification specifications.

From April 18, 2025, to July 3, 2025, representatives from the Contra Costa County ("County") and IFPTE Local 21 ("the parties") bargained the above-referenced revisions to these classification specifications and reached agreement on revisions to the Assistant Capital Facilities Project Manager (NEWC), Associate Capital Facilities Project Manager (NEVA), and Senior Capital Facilities Project Manager (NEHA) classification specifications.

The parties did not reach agreement on the County's proposed revisions to the Supervising Capital Facilities

Project Manager (NEHC) classification specification. Specifically, the parties did not reach agreement on the County's proposals to:

(1) modify the Licenses Required minimum qualification to permit candidates who possess a Certified Construction Manager credential accredited by the American National Standards Institute (ANSI) certification and issued by Construction Management Association of America's (CMAA) Construction Management Institute to qualify for the classification without possessing a valid State of California Certificate of Registration as an Architect or Professional Engineer;
(2) modify the Experience minimum qualification to permit candidates with five years of progressively responsible architectural, engineering or project management experience to qualify for the classification without five years of full-time or equivalent experience as a professional architect or licensed engineer;
(3) modify the Experience minimum qualification to permit candidates to substitute a Master's Degree with a major in architecture, engineering, construction management, business administration, public administration or a closely related field and two additional years of qualifying experience to qualify for the classification without a license; and
(4) modify the Experience minimum qualification to permit candidates to substitute five additional years of qualifying experience for the required license.

The County's rationale for the proposed revisions to the specification for the Supervising Capital Facilities Project Manager classification is the following: (1) the public sector capital facilities project management field is moving away from requiring incumbents to possess an architecture or engineering license to perform the work contemplated in the classification specification; (2) many of the most experienced external candidates for this classification do not possess an architecture or engineering license; and (3) the existing licensure requirement imposes an artificial restriction on the County's ability to recruit and select the best candidates for the Supervising Capital Facilities Project Manager classification.

On July 3, 2025, the parties jointly declared impasse over the County's proposed revisions to the Supervising Capital Facilities Project Manager (NEHC) classification specification. IFPTE Local 21 did not request to submit the dispute to post-impasse mediation or factfinding. Accordingly, the Board of Supervisors may impose the County's proposed revisions to the Supervising Capital Facilities Project Manager (NEHC) classification specification.

CONSEQUENCE OF NEGATIVE ACTION:

The job specification would not reflect updated tasks, minimum qualifications, and knowledge, skills, and abilities.

Supervising Capital Facilities Project Manager

CLASS CODE
NEHC

BARGAINING UNIT
Local 21 - Supervisory Management

Definition
Bargaining Unit: Local 21 - Supervisory Management

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Class specifications are not intended to reflect all duties performed within the job.

Under general direction, plans, organizes, and directs the Capital Projects Management Division in the planning, bidding and construction of capital facilities and major building remodel and repair projects. Manages and supervises the work of subordinate professional ~~architectural and engineering~~project management staff, clerical staff, contract project managers, and contractors such as architects, general contractors, construction managers and others involved in capital projects; serves as liaison to the County Administrator's Office on capital projects and does related work as required.

Distinguishing Characteristics

This single position class has status as a Division Manager in the Public Works Department and reports directly to a Deputy Public Works Director. Administrative and supervisory ability, as well as thorough understanding of the technical aspects of architecture, engineering, and construction are required, since incumbents of the class are directly responsible for the management, day to day supervision, organization, coordination, and review of Capital Project staff. Senior Capital Facility Project Manager is distinguished from the Supervising Capital Facilities Project Manager in that the latter has overall responsibility for the Division, represents the Division to other Departments including the County Administrator's Office, and sets Division policies and procedures.

Minimum Qualifications

Licenses Required:
1) Possession of a valid California Motor Vehicle Operator's License. Out of state Motor Vehicle Operator's License will be accepted during the application period.
2) Possession of a valid State of California Certificate of Registration as an Architect or a Professional Engineer or possession of a Certified Construction Manager credential accredited by

the American National Standards Institute (ANSI) certification and issued by Construction Management Association of America's (CMAA) Construction Management Institute. Out of state Professional Licenses will be accepted during the application period.

Education: Possession of a Bachelor's Degree from an accredited college or university with a major in architecture, engineering, construction/project management, business administration, public administration or a closely related field.

Experience: Five (5) years of full-time (or the equivalent of full-time) progressively responsible architectural, engineering or project management experience ~~experience as a professional architect or licensed engineer~~ managing major construction projects, preferably with a public agency, **and** a minimum of ~~three~~ two (~~3~~2) years of lead or supervisory experience, preferably supervising capital project management staff.

Substitution for Professional License:

Either:

a. Possession of a Master's Degree from an accredited college or university with a major in architecture, engineering, construction management, business administration, public administration or a closely related field AND two (2) additional years of qualifying experience noted above may be substituted for the required license.

OR

b. Five (5) additional years of qualifying experience noted above may be substituted for the required license.

Knowledge, Skills, and Abilities

Knowledge of:

- Principles of personnel management and supervision
- Current engineering and architectural principles and practices
- Current principles and practices relating to building/facility design, construction, remodeling, renovation, tenant improvements, and maintenance
- Local, state and federal laws, ordinances, regulations and codes, including the Americans with Disabilities Act (ADA), related to design, construction and remodeling of buildings/facilities
- Current construction methods and materials
- The Public Contract Code and other laws relative to public sector construction
- Safety requirements and practices related to building construction projects and public works activities

Ability to:

- Plan, organize, supervise and evaluate the work of subordinate professional and sub-professional staff

- Administer contracts
- Interpret and apply various ordinances and policies
- Analyze and correctly interpret complex plans and specifications
- Coordinate and oversee the work of contractors and consultants including architects, engineers, contractors, construction managers and cost estimators
- Efficiently use computers and software programs for project scheduling, project management applications, spreadsheets and word processing
- Effectively interact with representatives from customer departments, building owners, consultants, co-workers, staff at all levels, and the public
- Foresee potential problems and affect acceptable resolutions
- Manage multiple projects and tasks
- Communicate effectively verbally and in writing

Typical Tasks

MANAGEMENT RESPONSIBILITIES:

Provides overall planning for the Capital Facilities Division, including review of organization and staffing levels, analysis of workflow, monitoring Division performance, identifying and facilitating improvements in customer service and project delivery, and managing the Division's operating budget.

- Planning and managing capital projects, including building and facility construction and remodel projects, within an approved budget
- Supervises subordinate professional and clerical staff, including making assignments, training, monitoring, and evaluating work performance.
- Interviews and helps to select staff, professional consultants, and contractors
- Provides oversight of private sector consultants and contractors in the preparation of plans, designs, specifications, construction documents, permits and cost estimates
- Assists in establishing facility standards, and policies and procedures related to project delivery and public contracting
- Setting project budgets and schedules and monitoring meetings, budgets and deadlines
- Ensuring compliance with contractual obligations, ordinances, building codes, safety procedures and county policies related to buildings and capital projects
- Confers with officials, contractors and others involved in capital projects
- Conducts public outreach and information sessions on capital projects
- Conducts feasibility studies and research to determine project requirements, space needs, options and cost estimates, and makes recommendations to approving authority
- Oversees preparation of construction bid packages, professional services, request for proposals and contracts; conducts and/or attends bidding conferences and handles appeals
- Ensures that bid protests, change orders, payment requests, punch lists and claims are handled according to County policies and procedures
- Maintains drawings, records and other materials relating to capital projects

- Prepares and presents written and oral reports related to Division operations and capital projects to the Board of Supervisors, City Councils, and other public agencies, committees, or advisory groups
- Recommends acceptance or rejection of capital projects completed by contractors
- Represents the Public Works Department at meetings
- Confers with the Public Works Director and Deputy Public Works Director(s) and advises on activities of the division
- Assures that as-built data is properly recorded, operation and maintenance data is distributed and projects are properly closed out at completion

Established: August 2003
Revised October 2014
Revised: April 2025

File #: 25-4071 **Agenda Date:** 10/7/2025 **Agenda #:** D.5.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: 2025 California Building Code Adoption

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONSIDER accepting a report on adoption of the 2025 California Building Code, as presented to the Sustainability Committee and provide direction to staff.

FISCAL IMPACT:
None

BACKGROUND:
Triennial Building Code Cycle and Adoption of the 2025 California Building Code

Since 2007, the State of California has adopted a new statewide building code every three years, known as the California Building Standards Code (CBSC). The California Building Standards Commission has now adopted and released the 2025 CBSC, replacing the 2022 CBSC. The 2025 CBSC includes the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical Building, Existing Building and Green Building Standards Codes. These statewide codes will become effective January 1, 2026. The Department of Conservation and Development is responsible for enforcing the CBSC within the unincorporated area of Contra Costa County.

Local agencies are not required to adopt the California Building Code, but must do so by adopting an ordinance if they propose to amend the statewide code (if not amended, the statewide code becomes effective without any action required by the local jurisdiction). Cities and counties have the authority to adopt amendments to the statewide code if such amendments are more restrictive than statewide code requirements and amendments must be accompanied by findings that the changes and modifications to the statewide code are reasonably necessary because of local climatic, topographical, geological or environmental conditions. Local amendments to the California Energy Code must also be approved by the California Energy Commission and must be accompanied by a finding that such amendments are cost effective.

Contra Costa County has a history of adopting a limited number of amendments to the CBSC in past code cycles. Some of the County's local amendments were established decades ago and address health and safety concerns related to local conditions such as seismic risks and unstable soils that occur throughout the County.

In more recent years, the Board of Supervisors has also adopted local building code amendments addressing

concerns related to climate change. These include increasing requirements for the installation of electric vehicle chargers and increasing energy efficiency standards for new residential and non-residential buildings.

Recent Changes to State Law concerning Local Amendments to the State Building Code

Recent changes to State law have placed new additional restrictions on the authority of local jurisdictions to amend the CBSC as it relates to the construction of new residential housing units. State budget legislation adopted at the end of June, AB 130, includes changes to the Health and Safety Code that limit the authority of local jurisdictions to adopt building code amendments related to the construction of new housing to those amendments already in effect as of September 30, 2025, with a few narrowly defined exceptions. These changes to local authority will remain in effect from October 1, 2025, until June 1, 2031. This means the County can continue its current code amendments into the new code cycle but is restricted in its authority to adopt new code amendments related to residential construction in the 2025 CBSC. Local jurisdictions retain broader discretion to adopt code amendments related to non-residential construction, subject to making the required findings.

Development of 2025 Building Code Adoption Ordinance

Staff in the Department of Conservation and Development, working closely with County Counsel, are currently drafting an ordinance for the Board of Supervisors to consider that would adopt the 2025 CBSC with local amendments. This process involves reviewing the new statewide code and determining which existing local code amendments should be eliminated or modified based on changes to the statewide code and which are still needed in their current form. In some areas, changes to the statewide code have made the State building code more restrictive, resulting in some of the County's existing local amendments no longer being necessary.

Staff are giving special attention to two areas of the 2025 CSBC that have been amended by the Board of Supervisors in recent code cycles: electric vehicle charging and the energy efficiency requirements in the energy code. These two areas are discussed in more detail below.

Electric Vehicle Charging

In the last code cycle, the Board of Supervisors amended the 2022 CBSC to increase the requirements for electric vehicle chargers for new multifamily residential and new non-residential construction. The current local amendments now in effect require 10% of parking spaces in both new multifamily residential and new non-residential developments to have an electric vehicle charger installed.

While statewide code requirements for electric vehicle charging have increased somewhat in the new code, the County's existing local amendment for multifamily developments remains necessary to ensure that all new multifamily developments are required to have at least 10% of parking spaces served by an electric vehicle charger under the 2025 CBSC. Therefore, staff recommend this local amendment be retained as part of the Board's adoption of the 2025 CBSC.

Similarly, the County's existing local amendment for new non-residential construction continues to be necessary to ensure all such developments are required to have at least 10% of parking spaces served by an electric vehicle charger under the 2025 CBSC. However, the requirements in the 2025 CBSC now exceed the requirements of the County's current local code amendment for office and retail developments specifically. The 2025 CBSC will require all new office and retail developments to have up to 15% of all parking spaces served by electric vehicle chargers. Staff recommend the Board retain those portions of the current local amendment

that exceed state requirements to ensure at least 10% of parking spaces are equipped with an electric vehicle charger for all new non-residential developments.

Energy Efficiency Requirements for New Buildings

The current local amendments to the California Energy Code adopted by the Board of Supervisors in 2024 increase the energy efficiency requirements for new residential and non-residential buildings above the minimum requirements of the 2022 CBSC, which remains in effect until the end of 2025. However, the requirements in the new 2025 California Energy Code, which will become effective January 1, 2026, exceed the requirement of the County's current local code amendments. Therefore, the County's existing local amendments will no longer be needed under the new code and staff recommend these amendments be removed from the County's code adoption ordinance.

As described above, State law now restricts the County's authority to adopt new building code amendments that impact residential construction. The Board of Supervisors retains broader authority to consider new amendments impacting non-residential construction. However, any new Energy Code amendments would require approval from the California Energy Commission and would need to be supported by a finding that the requirements imposed by the local amendments are cost effective. Currently, no cost effectiveness studies exist that would support such a finding.

In past code cycles, the California Public Utilities Commission funded cost effectiveness studies of energy code amendments to assist local jurisdictions to determine if such amendments were cost effective, but such studies are not yet available for the 2025 code. Therefore, staff cannot recommend any amendments to the 2025 California Energy Code at this time. Local amendments to the California Energy Code could be considered in the future once cost effectiveness data becomes available. Staff recommend the Board direct staff to monitor this issue and report back to the Sustainability Committee in 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not receive the report, staff will not receive direction needed to prepare a building code adoption ordinance to implement the 2025 California Building Code with local amendments.

2025 California Building Code Adoption

Jason Crapo, Deputy Director
Department of Conservation and Development

October 7, 2025

Presentation Outline

- Triennial California Building Code Adoption Process
- Recent changes to State Law Restricting Local Code Amendments
- Status of County's Existing Local Amendments
- Recommendations and Next Steps

Triennial Code Adoption Process

- State releases a new California Building Code every 3 years
- Cities and Counties have authority to adopt local code amendments
- Amendments adopted by ordinance and require certain findings
- County has historically adopted a limited number of local code amendments
- Notable Amendments: Electric Vehicle Charging and Energy Efficiency

Changes to State Law Regarding Local Amendments

- Recent State Budget Legislation (AB 130) limits local amendment authority until June 1, 2031
- Limitations apply to new local code amendments affecting residential construction
- Purpose is to encourage housing construction

County's Local Amendments

- Longstanding local amendments address seismic, soil and other local conditions particular to the County
- In more recent code cycles, new local amendments have primarily addressed climate concerns
- Two main areas of local amendments in past decade have been electric vehicle charging and energy efficiency

Electric Vehicle (EV) Charging

- The County's current code amendments require 10% of parking spaces for new multifamily residential and new non-residential developments to be equipped with an EV charger

- While statewide requirements have increased, some of the County's local requirements are still greater than those in the new statewide code, and therefore those County's amendments are still necessary to maintain current standards

Existing Energy Code Amendments

- In 2024, The Board of Supervisors adopted local amendments to the 2022 California Energy Code increasing energy efficiency requirements for new residential and non-residential construction
- The requirements for new residential and non-residential construction in the 2025 California Energy Code have increased, and now exceed the requirements of the County's local amendments
- Local Energy Code amendments adopted last year will no longer be needed once 2025 Code goes into effect on January 1, 2026

Potential for Future Energy Code Amendments

- State law (AB 130) restricts new local amendments affecting residential construction until June 1, 2031
- Local governments retain broader authority to adopt local code amendments related to non-residential construction, subject to required findings
- All Energy Code amendments require a finding that the requirements of such amendments are cost effective. This requires new cost effectiveness studies, which currently do not exist.

Recommendations and Next Steps

- Direct staff to prepare a building code adoption ordinance continuing existing local amendments that exceed statewide code requirements
- Introduce ordinance on October 21 Board agenda
- Public Hearing to adopt Ordinance on November 4
- 2025 California Building Code and local amendments contained in code adoption ordinance effective January 1, 2026

Conditions Where Local Amendments to Residential Constructions are Allowed (Language from AB 130)

- (1) The changes or modifications are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.
- (2) The commission deems those changes or modifications necessary as emergency standards to protect health and safety.
- (3) The changes or modifications relate to home hardening.
- (4) The building standards relate to home hardening and are proposed for adoption by a fire protection district pursuant to Section 13869.7.
- (5) The changes or modifications are necessary to implement a local code amendment that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.
- (6) The changes or modifications are related to administrative practices, are proposed for adoption during the intervening period pursuant to Section 18942, and exclusively result in any of the following:
  - (A) Reductions in time for a local agency to issue a postentitlement permit.
  - (B) Alterations to a local agency's postentitlement fee schedule.
  - (C) Modernization of, or adoption of, new permitting platforms and software utilized by the local agency.
  - (D) Reductions in cost of internal operation for a local agency.
  - (E) Establishment, alteration, or removal of local programs related to enforcement of building code violations or complaints alleging building code violations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4072 **Agenda Date:** 10/7/2025 **Agenda #:** D.6.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Report on Comprehensive Zoning Code Update

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT a report on the Comprehensive Zoning Code Update and PROVIDE direction to staff.

FISCAL IMPACT:

The project is funded by the Land Development Fund. No impact to the General Fund.

BACKGROUND:

On November 5, 2024, the Board adopted the Contra Costa County 2045 General Plan, establishing a comprehensive, long-range vision for the County's future. The General Plan directs the County to undertake a comprehensive update of its Zoning Code (primarily Title 8 of the County Ordinance Code) to implement the Plan's goals and policies. This project represents the first comprehensive overhaul of the County's zoning regulations since they were first adopted in 1947.

The Zoning Code is the primary tool for implementing the General Plan, and State law mandates that it must be consistent with a local jurisdiction’s General Plan. The current zoning code has been amended in a piecemeal fashion over many decades, resulting in a document that is often unintuitive, difficult for the public and staff to navigate, and inconsistent with the modern land use policies established in the 2045 General Plan.

As detailed in the Zoning Update Report, which your Board reviewed in June 2024, this project aims to create a modern, user-friendly, and legally consistent Zoning Code. The primary goals of the update are to:

- Align regulations and procedures with the 2045 General Plan’s vision, goals, policies, and actions.
- Ensure the Code is accessible and easy to use for residents, business owners, and applicants.
- Establish a clear, transparent, and predictable planning review process.
- Support zoning regulations that reflect contemporary development patterns and best practices in community planning.

Staff is now bringing forward the following three foundational components of the project for the Board's initial feedback and direction before proceeding with detailed drafting and extensive public outreach.

Public Outreach Plan

Effective public engagement is critical to the success of this project. Staff has developed an Outreach Plan that builds upon the extensive community input received during the 2045 General Plan process. The plan outlines a multi-phased strategy to engage and inform a wide range of stakeholders, including the general public, community organizations, Municipal Advisory Councils (MACs), the Planning Commission, and this Board. The outreach process is designed to be a "living document," allowing for flexibility and refinement as the project progresses. Key objectives include raising awareness of the update's purpose, educating stakeholders on significant proposed changes, and soliciting substantive feedback on the draft code before its final adoption.

Zoning Code Organization

A primary goal of this update is to make the Zoning Code more accessible and logical. The current code's organization is unintuitive, with regulations for a single project often spread across multiple divisions and even different titles of the Ordinance Code.

Staff proposes a comprehensive reorganization to create a streamlined, user-friendly framework. Key changes include:

- **Consolidating Zoning Districts:** The current code contains 37 base zoning districts, including nine distinct single-family residential districts. Staff proposes consolidating these districts to directly align with the more streamlined Land Use Designations in the 2045 General Plan. This will simplify the zoning map and make development standards easier to understand. The current proposal would include one residential zoning district for each residential land use designation from the General Plan.

- **Improving Accessibility:** The new code will make extensive use of modern formatting tools such as tables, matrices, lists, and illustrative diagrams. This will replace long narrative text, making it significantly easier for applicants and the public to find and understand development standards like setbacks, height limits, and permitted uses.

- **Logical Structure:** The code will be reorganized from the current 11 divisions into a more intuitive 5-division structure. All planning and entitlement procedures will be consolidated into Title 8 (Zoning) to create a single point of reference for applicants.

Specific Plans and Areawide P-1 Districts

Over the past several decades, the County has adopted numerous Specific Plans and areawide P-1 zoning districts for various communities. As shown on the map in the presentation, these plans create an additional, and often duplicative, layer of regulation. Many are now significantly outdated, with some dating back to the 1970s, and contain development standards and policies that may not reflect the vision outlined in the 2045 General Plan. This forces staff, applicants, and the public to navigate three separate sets of documents (the General Plan, the Zoning Code, and the Specific Plan) for a single project, creating confusion and inefficiency.

Staff proposes to streamline this complex system by retiring these standalone documents and integrating their relevant and still-applicable provisions into the County's primary regulatory documents. This will be done through a careful, community-by-community analysis to ensure that unique local objectives are preserved. The proposed methodology is as follows:

- **General Plan:** High-level goals and policies will be incorporated into the Community Profiles section of the General Plan.

- **Zoning Code:** Permitted land uses and unique development standards (e.g., parking requirements near a BART station) will be integrated into the new base zoning districts and new overlay zones.

- **Objective Design Standards:** Specific design criteria (e.g., building materials or fencing requirements) will be incorporated into a set of countywide Objective Design Standards.

This approach will eliminate outdated and redundant regulations while preserving the core vision of each plan in a more accessible framework, ultimately creating a more efficient and predictable process.

CONCLUSION

The Comprehensive Zoning Code Update is a foundational project that will serve as the primary implementation tool for the County's 2045 General Plan for decades to come. Staff seeks the Board's early direction on the proposed outreach plan, code organization, and strategy for specific plans to ensure the project proceeds in a manner that reflects the Board's vision for a modern, efficient, and user-friendly regulatory system.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not accept the report, the Department of Conservation and Development will not move forward with the next step of Comprehensive Zoning Code update.

Contra Costa County
Comprehensive Zoning Code Update
Outreach Plan

Draft | October 2025

Prepared By:

PLACEWORKS

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INTRODUCTION

Envision Contra Costa continues its transformative work with the first comprehensive update to the County's Zoning Code (Title 8) since its initial adoption in 1947. The update will align the Zoning Code with the long-term vision in the adopted 2045 General Plan, creating a clearer, more intuitive framework to support environmental justice, community health, economic development, and sustainability. It will also include related amendments to Titles 2 (Administration) and 9 (Subdivisions) to ensure consistency and usability for both County staff and the public.

The 2045 General Plan guides decisions about zoning, development, and other land use or regulatory matters, and is built around goals, policies, and actions that must be implemented to achieve the community's vision for the future. Preparation of the General Plan included extensive community outreach and engagement, with the County holding or participating in over 170 public and community-organized meetings to discuss the General Plan and zoning with residents, community advocates, stakeholders, and public officials. Input and direction from the public and County officials were incorporated into each component of the General Plan and also resulted in many General Plan actions calling for specific changes to the Zoning Code. These actions are a significant focus of the comprehensive Zoning Code update.

This Outreach Plan serves as a guide for engaging County officials, Municipal Advisory Councils, key stakeholders, and the general public as part of the comprehensive Zoning Code update process. An overview of the approach is provided in **Table 1**, with the steps that comprise the Zoning Code update process and specific outreach objectives, activities, and target groups for each step. A brief discussion of engagement for the main target groups follows the table. The Outreach Plan is a "living document" that may be modified over the course of the work program.

TABLE 1: ZONING CODE UPDATE PROCESS AND OUTREACH TIMELINE

		1	2	3
Steps		▪ Zoning code development	▪ Public review of zoning code	▪ Zoning code adoption
Focus of Outreach		▪ Raise awareness of zoning code update process, purpose, and progress ▪ Seek feedback from key stakeholders on elements of zoning code update	▪ Publicize opportunities for public involvement and input ▪ Educate on proposed significant changes to zoning code ▪ Solicit substantive comments on draft zoning code	▪ Communicate how comments were incorporated ▪ Facilitate adoption of final zoning code
Outreach Activities		▪ Webpage updates ▪ Eblast announcement(s) ▪ Virtual stakeholder input (up to 7) o 1:1 interviews o Group meetings o Surveys ▪ Municipal Advisory Council meetings ▪ County Planning Commission study sessions (up to 4) ▪ Board of Supervisors study sessions (up to 2)	▪ Webpage updates ▪ Informational and educational materials ▪ Eblast announcement(s), social media, and news release ▪ Virtual community meeting (1) ▪ Municipal Advisory Council meetings ▪ County Planning Commission meeting (1) ▪ Board of Supervisors meeting (1)	▪ Webpage updates ▪ Informational and educational materials ▪ Eblast announcement(s) ▪ County Planning Commission hearing(s) (up to 3) ▪ Board of Supervisors adoption hearing(s) (up to 2)
Target Groups	Countywide Public		✓	✓
	Key Stakeholders	✓	✓	✓
	Municipal Advisory Councils	✓	✓	
	County Planning Commission	✓	✓	✓
	Board of Supervisors	✓	✓	✓

COUNTYWIDE PUBLIC

Engagement with the public will include a community meeting held virtually to facilitate participation from residents and other members of the public across the County. The focus of the meeting is educating the public on the proposed significant changes to the Zoning Code, with information provided on how the changes reflect planning priorities the public identified during the General Plan Update process.

The virtual community meeting and other opportunities for public involvement and input will be publicized, including via eblast announcements, the webpage, social media, and a news release.

KEY STAKEHOLDERS

Engagement with key stakeholders could include targeted discussions regarding development standards (e.g., residential development standards), land uses, and permit processing requirements. Some stakeholder input may be most effectively gathered in 1:1 interviews. Developers, for example, are likely to be more forthcoming 1:1 rather than in a room with their competitors.

Online surveys or email questionnaires may be most useful as follow-up to refine or clarify content that has already been discussed.

POTENTIAL KEY STAKEHOLDERS

- "Expert Users" (e.g., applicants and property owners familiar with the Code and the County's regulations and processes)
- Affordable Housing Developers
- Market-Rate Housing Developers
- Commercial, Office, and/or Mixed-Use Developers
- Housing Advocates
- Environmental Advocates
- Industrial Users
- Real Estate Agents
- Business Owners
- Farmers

MUNICIPAL ADVISORY COUNCILS

COUNTY PLANNING COMMISION AND BOARD OF SUPERVISORS

Engagement with the County Planning Commission (CPC) and Board of Supervisors (BOS) could include 1:1 briefings and public study sessions.

For the first CPC meeting and BOS meeting, the Project team will provide a project overview and present the proposed outreach plan, general organization of the new Zoning Code, and approach to Specific Plans. Potential topics for subsequent meetings are listed below.

All CPC and BOS discussions will lead with explanations of how the Zoning Code is implementing the adopted 2045 General Plan and responding to the input received during the General Plan Update process.

POTENTIAL ENGAGEMENT TOPICS

- Permit Types and Processing
    - E.g., new permit types, eliminating small lot design review
- Zoning Districts, Content, and Accessibility, including:
    - Residential Chapter
    - Mobile-Home/Manufactured Home Chapter
    - Mixed-Use Chapter
    - Commercial Chapter
    - Industrial Chapter
    - Agriculture Chapter
- Specific Uses
    - Including, but not limited to: Industrial/refinery regulations and procedures; Wind and solar energy sections.
- Specific Regulations
    - Including, but not limited to: Parking regulations; Agricultural district standards for interface with urban uses.



ENVISION
CONTRA COSTA 2040

Comprehensive Zoning Code Update

Board of Supervisors Meeting

Agenda

1. Background Information
2. Outreach Plan
3. Zoning Code Organization
4. Specific Plans and Areawide P-1s
5. Next Steps

Background Information

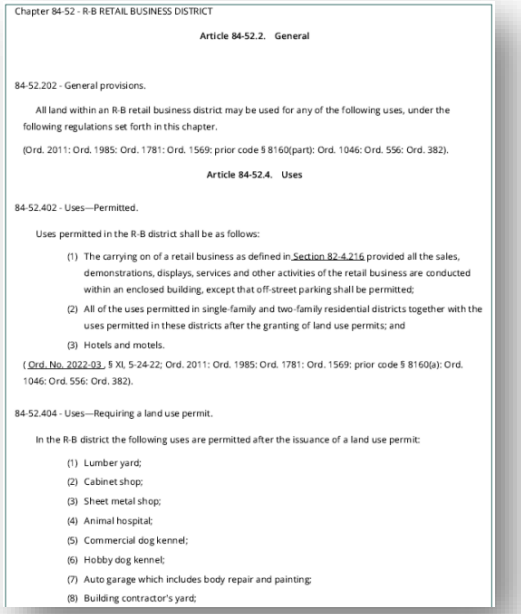
2045 General Plan



- Adopted: November 5, 2024
- Guides development and growth through 2045
- Identifies goals, policies, and actions
- Incorporates four themes:
  - Environmental Justice
  - Community Health
  - Economic Development
  - Sustainability

What is Zoning?

- **Zoning Code (Primarily Title 8)**
  - Regulates how property can be developed and used
- **Zoning Map**
  - Shows how land is divided into different zoning districts
- **Implements the General Plan**



Chapter 84-52 - R-B RETAIL BUSINESS DISTRICT

Article 84-52.2. General

84-52.202 - General provisions.

All land within an R-B retail business district may be used for any of the following uses, under the following regulations set forth in this chapter.

(Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(part): Ord. 1046: Ord. 556: Ord. 382).

Article 84-52.4. Uses

84-52.402 - Uses—Permitted.

Uses permitted in the R-B district shall be as follows:

(1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;

(2) All of the uses permitted in single-family and two-family residential districts together with the uses permitted in these districts after the granting of land use permits; and

(3) Hotels and motels.

(Ord. No. 2022-03 , § XI, 5-24-22; Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(a): Ord. 1046: Ord. 556: Ord. 382).

84-52.404 - Uses—Requiring a land use permit.

In the R-B district the following uses are permitted after the issuance of a land use permit:

(1) Lumber yard;

(2) Cabinet shop;

(3) Sheet metal shop;

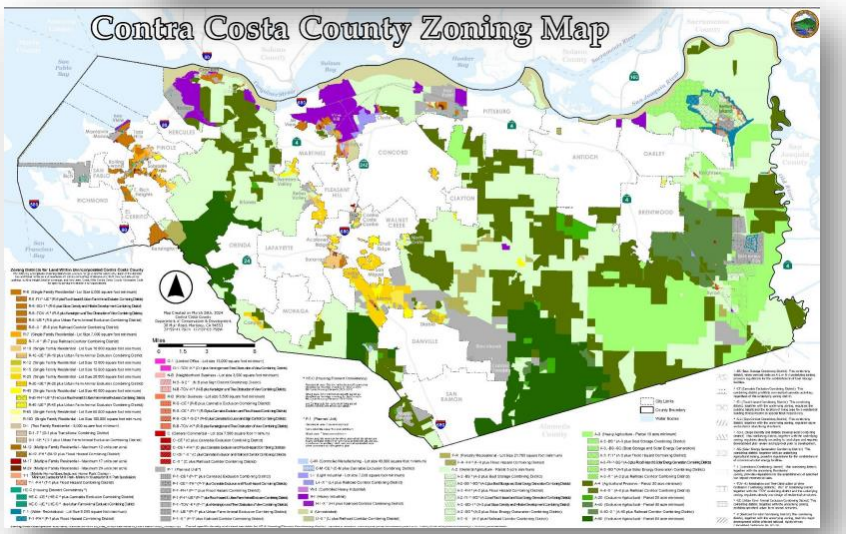
(4) Animal hospital;

(5) Commercial dog kennel;

(6) Hobby dog kennel;

(7) Auto garage which includes body repair and painting;

(8) Building contractor's yard;



General Plan and Zoning Code Relationship



General Plan



Zoning Code

2045 General Plan:

- Sets long-range vision and policies
- Guides decisions about zoning, development, and other land use or regulatory matters
- Includes actions that call for changes to the Zoning Code

Zoning Code:

- Primary implementation tool of the General Plan
- State law requires consistency with the General Plan

Comprehensive Zoning Code Update

- **Zoning Update Report**
  - CPC review: May 2024
  - BOS review: June 2024
- **Initiated comprehensive Zoning Code update in August 2024**
- **First comprehensive update since 1947**
- **Project Phases:**
  - Phase 1: draft development
  - Phase 2: public review
  - Phase 3: adoption





Comprehensive Zoning Code Update Goals

- Align regulations and procedures with the 2045 General Plan goals, policies, and actions.
- Ensure that the Code is accessible and easy to use.
- Establish a clear and transparent planning review process that enables fair, predictable review, protection of the public interest, and effective public involvement, as appropriate.
- Support zoning regulations that reflect existing development patterns or provide visionary regulations where appropriate.

Outreach Plan

Zoning Code Update Outreach Plan

- Guides engagement with public, key stakeholders, MACs, Planning Commission, and Board
- Builds on community input from 2045 General Plan
- Identifies outreach objectives, methods, and logistics
- Living document to allow for refinement







Outreach Activities

- **Decision Makers & Advisory Bodies:**
  - Board of Supervisors Meetings
  - County Planning Commission Meetings
  - Municipal Advisory Council Meetings
- **Community:**
  - Community Workshop/Open House
  - Stakeholder Meetings
  - Surveys
- **Marketing & Materials:**
  - Webpage updates
  - Eblast announcements, social media postings, and news releases
  - Informational/educational materials

Summary Outreach by Phase

		1	2	3
Steps		▪ Zoning code development	▪ Public review of zoning code	▪ Zoning code adoption
Focus of Outreach		▪ Raise awareness of zoning code update process, purpose, and progress ▪ Seek feedback from key stakeholders on elements of zoning code update	▪ Publicize opportunities for public involvement and input ▪ Educate on proposed significant changes to zoning code ▪ Solicit substantive comments on draft zoning code	▪ Communicate how comments were incorporated ▪ Facilitate adoption of final zoning code
Target Groups	Countywide Public		✓	✓
	Key Stakeholders	✓	✓	✓
	Municipal Advisory Councils	✓	✓	
	County Planning Commission	✓	✓	✓
	Board of Supervisors	✓	✓	✓

Zoning Code Organization

Zoning Code Organization

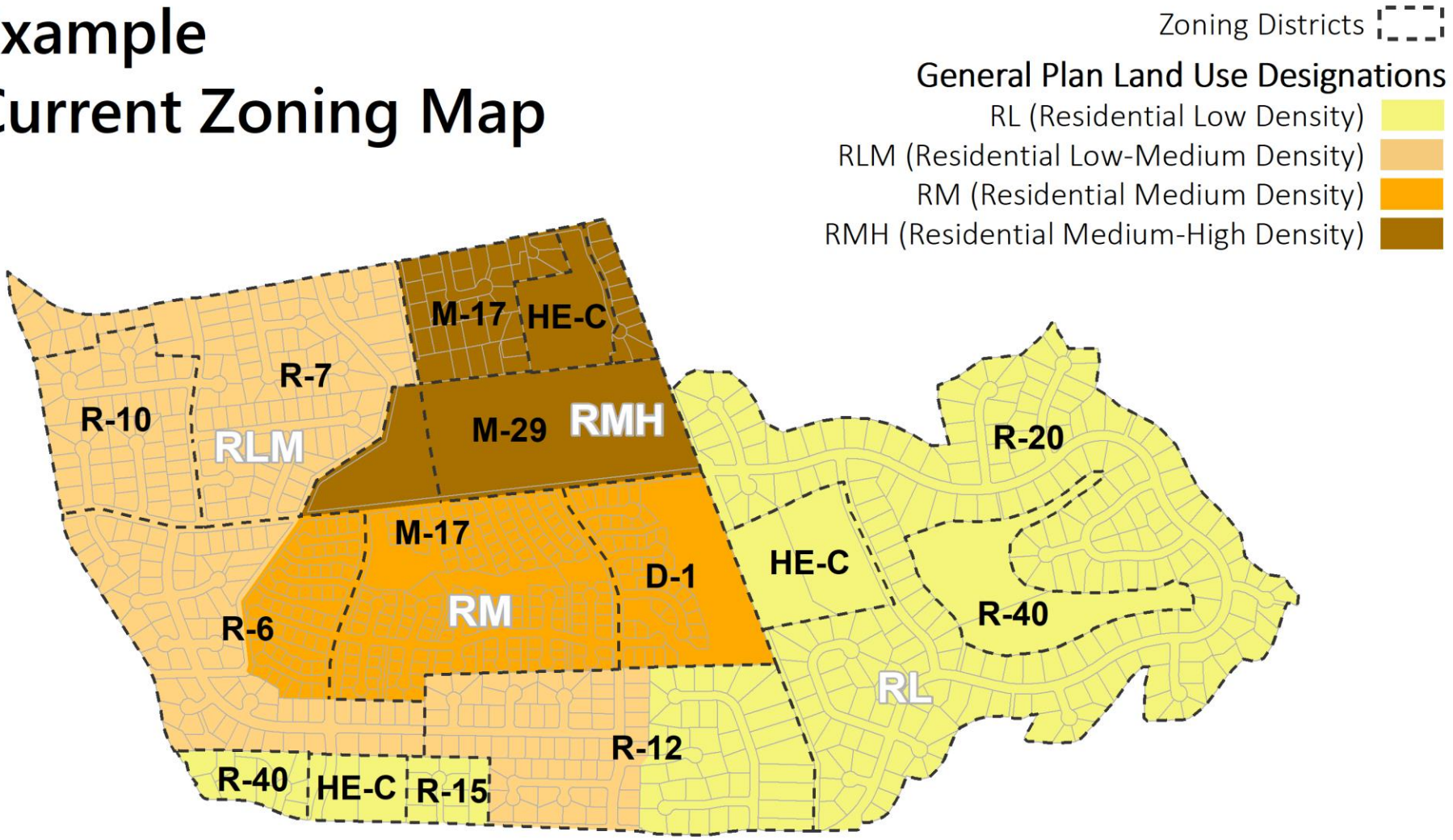
- **Issues Identified with Current Code:**
  - Need update to improve consistency with new General Plan
  - Unintuitive organization and piecemeal formatting
  - Permit requirements spread between Title 2 (Administration) and Title 8 (Zoning)
- **Key Proposed Updates**
  - Incorporate vision of 2045 General Plan
  - Improve Code accessibility

Zoning Code Organization – Example Update

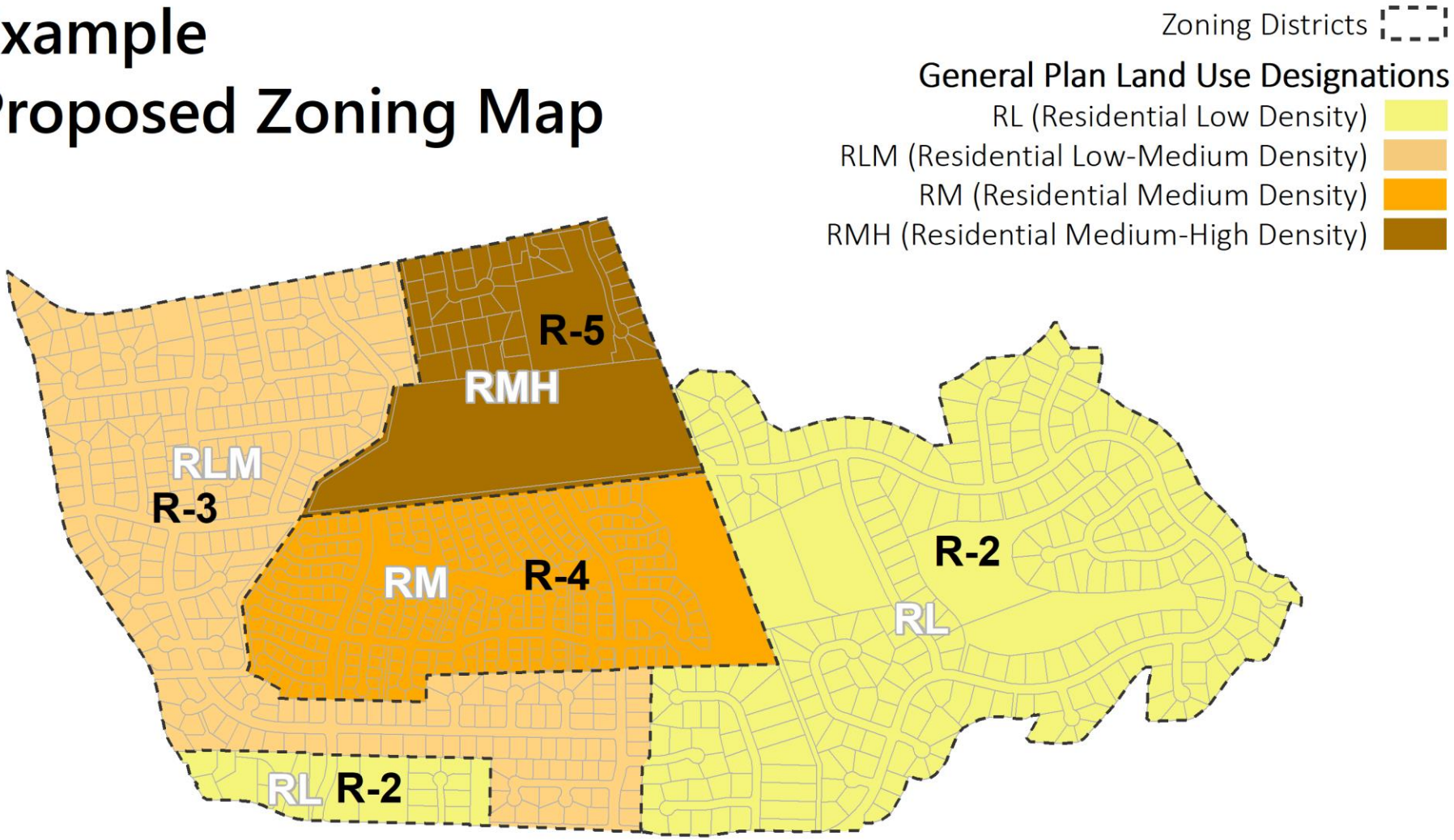
Consolidate zoning districts, consistent with General Plan

Residential General Plan Land Use Designations	Current Residential Zoning Districts	Proposed Residential Zoning Districts
Residential Very-Low Density (RVL)	R-100, R-65, R-40, HE-C	R-1
Residential Low Density (RL)	R-40, R-20, R-15, R-12, HE-C	R-2
Residential Low-Medium Density (RLM)	R-12, R-10, R-7, R-6, F-1, T-1, HE-C	R-3
Residential Medium Density (RM)	R-6, F-1, D-1, M-6, M-9, M-12, M-17, T-1, HE-C	R-4
Residential Medium-High Density (RMH)	M-17, M-29, HE-C	R-5
Residential High Density (RH)	HE-C	R-6
Residential Very-High Density (RVH)	HE-C	R-7

Example
Current Zoning Map



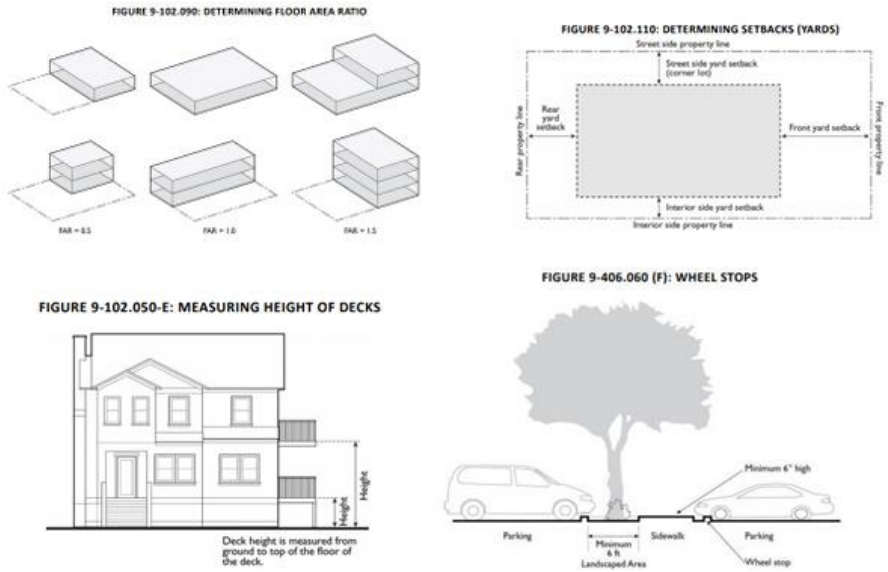
Example Proposed Zoning Map



Zoning Code Organization – Proposed Update

Improve Code Accessibility

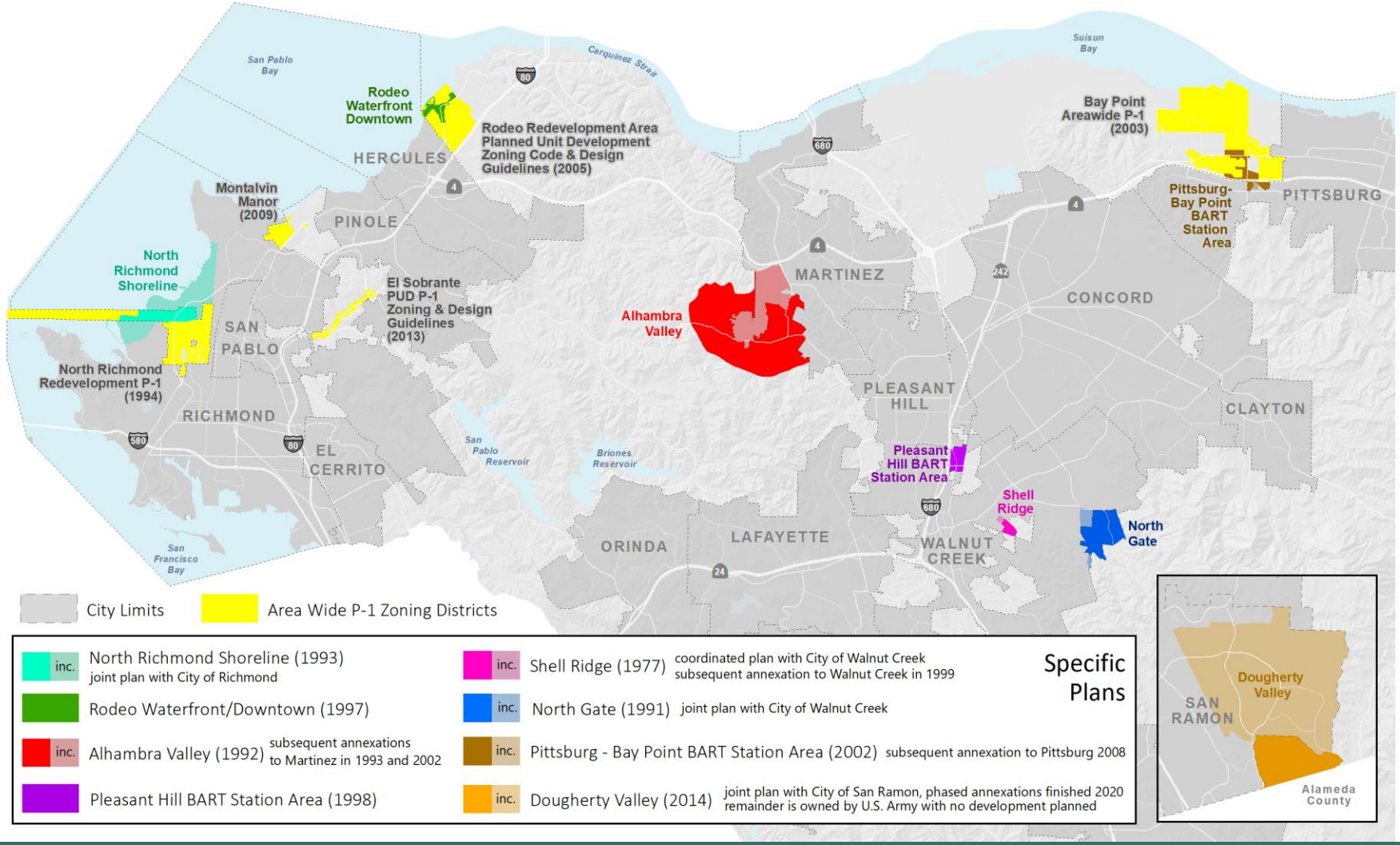
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  - Move planning entitlement processes from Title 2 *(Administration)* to Title 8 *(Zoning)*
- Clearly explain standards and processes with:
  - Tables/ Matrices
  - Lists
  - Images/ Diagrams



Example images from San Joaquin County Municipal Code

Specific Plans and Areawide P-1s

Specific Plans & Areawide P-1s



Specific Plan Issues

- **Outdated**
  - Oldest: Shell Ridge (1977)
  - Newest: Dougherty Valley (2014)
  - Some portions (e.g., project phasing) may no longer apply
- **Cumbersome to Administer**
  - Additional layer of regulation
  - Requires Staff and applicants to review and comply with: (1) General Plan, (2) Specific Plan, and (3) Zoning Code
- **Updates Needed for Improved Consistency with General Plan 2045**

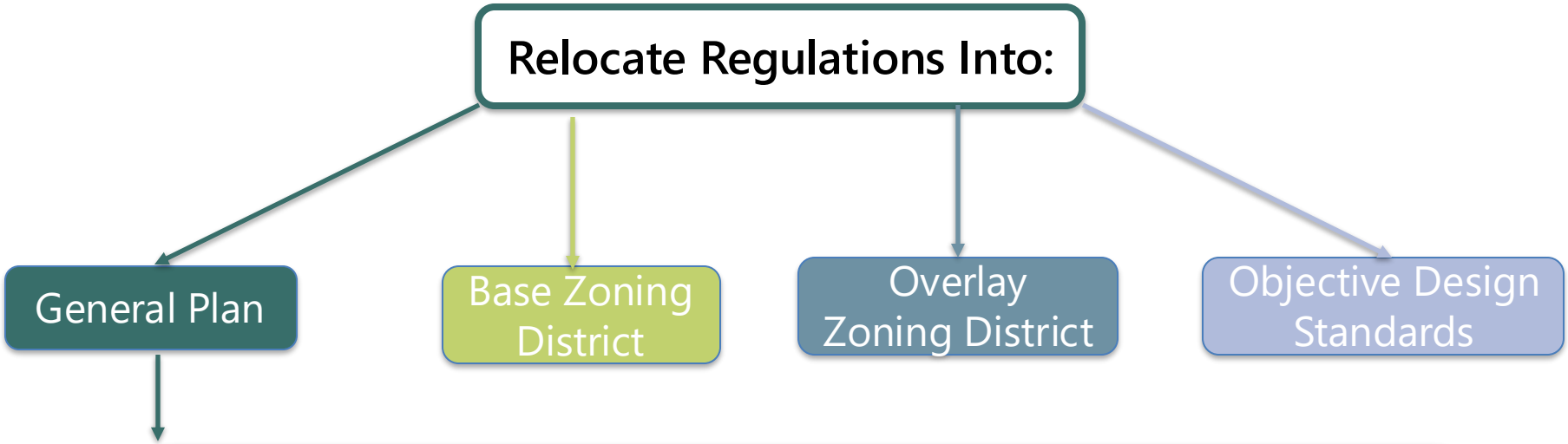
Areawide P-1s

- **Background**
  - Areas were rezoned during Redevelopment
  - Rezoning allowed for modern zoning for these areas, consistent with the goals of the Redevelopment Agency
- **Concerns**
  - Additional layer of regulation
  - Requires Staff and applicants to review and comply with: (1) General Plan, (2) Specific Plan, and (3) Zoning Code
  - Some modernization efforts, like detailed lists of allowed uses, should be updated.

Specific Plans & Areawide P-1s– Proposed Solution

- **Incorporate into other regulatory documents:**
  - General Plan Community Profile
  - Zoning Code: Base Zoning Districts and/or Specific Plan Overlay
  - Objective Design Standards
  - Retire Specific Plan or Areawide P-1

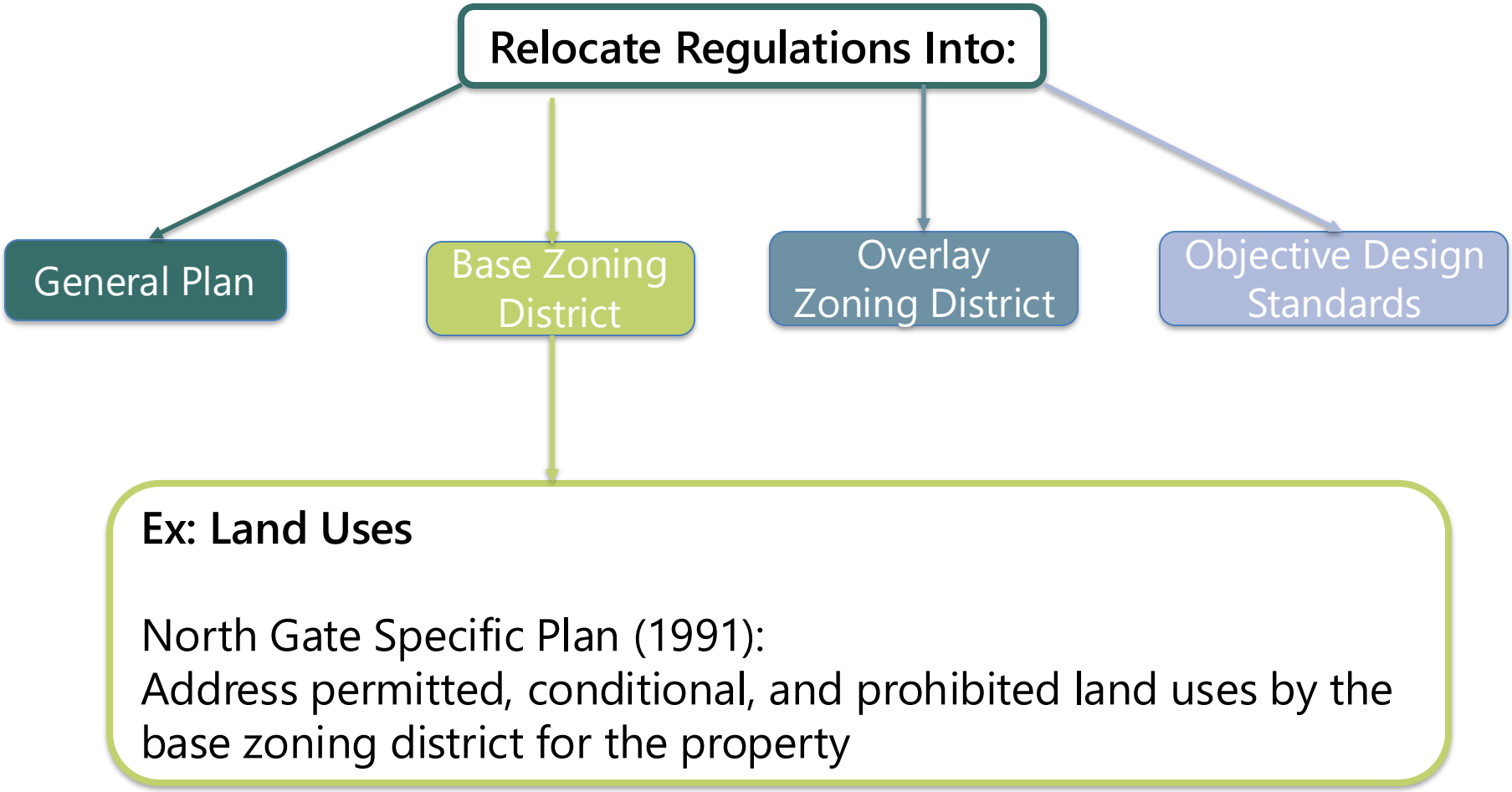
Specific Plans & Areawide P-1s – Example Solution



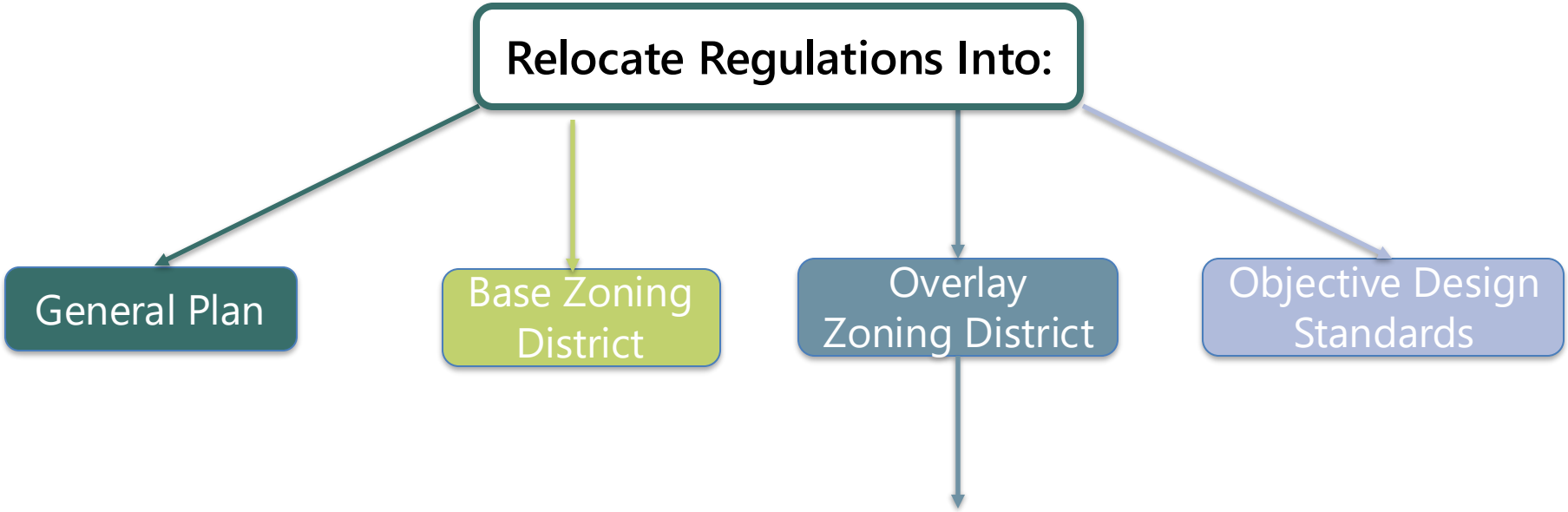
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Alhambra Valley Specific Plan (1992):
Incorporate goals and policies into the Community Profile for Alhambra Valley (e.g., *Goal 3: Ensure that adequate and a quality water supply is available to areas designated for new homes.)*

Specific Plans & Areawide P-1s – Example Solution



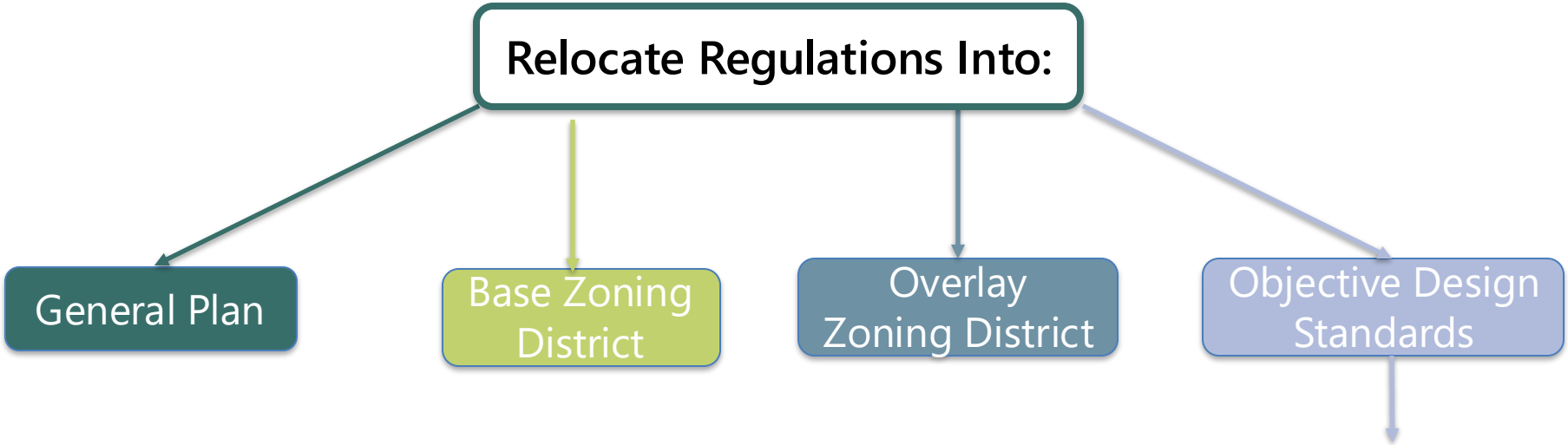
Specific Plans & Areawide P-1s – Example Solution



Ex: Parking Requirements

Pleasant Hill BART Station Specific Plan (1998):
Incorporate parking requirements into TOD overlay zoning district (AB 2923)

Specific Plans & Areawide P-1s – Example Solution



Ex: Fencing Design

Alhambra Valley Specific Plan (1992):
Incorporate design standards into Objective Design Standards (e.g., *To minimize visual impacts of perimeter lot fencing, fencing on slopes grater than15 percent shall be open rail or wire.*

Next Steps

Next Steps

- **Receive feedback from Board of Supervisors**
  - Outreach Plan
  - Zoning Code Organization
  - Specific Plans and Areawide P-1s







ENVISION
CONTRA COSTA 2040

Comprehensive Zoning Code Update

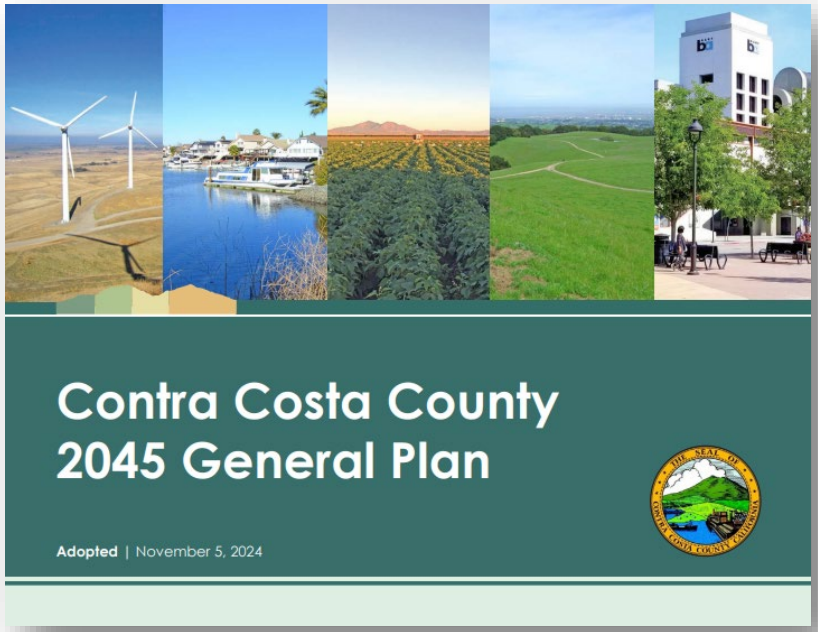
Presentation to Board of Supervisors, October 7, 2025

Agenda

1. Background Information
2. Outreach Plan
3. Zoning Code Organization
4. Specific Plans and Areawide P-1s
5. Next Steps

Background Information

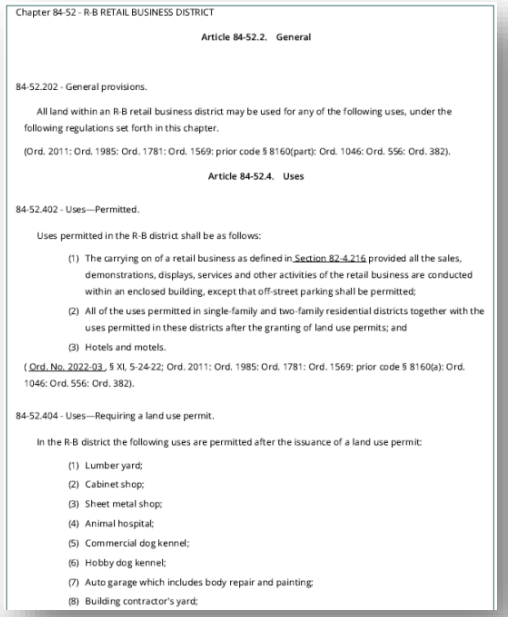
2045 General Plan



- Adopted: November 5, 2024
- Guides development and growth through 2045
- Identifies goals, policies, and actions
- Incorporates four themes:
  - Environmental Justice
  - Community Health
  - Economic Development
  - Sustainability

What is Zoning?

- **Zoning Code (Primarily Title 8)**
  - Regulates how property can be developed and used
- **Zoning Map**
  - Shows how land is divided into different zoning districts
- **Implements the General Plan**



Chapter 84-52 - R-B RETAIL BUSINESS DISTRICT

Article 84-52.2. General

84-52.202 - General provisions.

All land within an R-B retail business district may be used for any of the following uses, under the following regulations set forth in this chapter.

(Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(part): Ord. 1046: Ord. 556: Ord. 382).

Article 84-52.4. Uses

84-52.402 - Uses—Permitted.

Uses permitted in the R-B district shall be as follows:

(1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;

(2) All of the uses permitted in single-family and two-family residential districts together with the uses permitted in these districts after the granting of land use permits; and

(3) Hotels and motels.

(Ord. No. 2022-03 , § XI, 5-24-22; Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(a): Ord. 1046: Ord. 556: Ord. 382).

84-52.404 - Uses—Requiring a land use permit.

In the R-B district the following uses are permitted after the issuance of a land use permit:

(1) Lumber yard;

(2) Cabinet shop;

(3) Sheet metal shop;

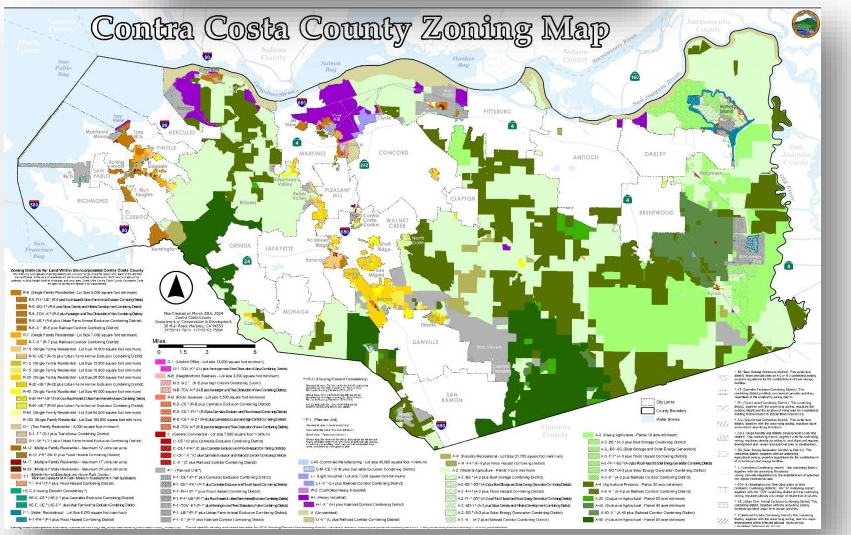
(4) Animal hospital;

(5) Commercial dog kennel;

(6) Hobby dog kennel;

(7) Auto garage which includes body repair and painting;

(8) Building contractor's yard;



General Plan and Zoning Code Relationship



General Plan



Zoning Code

2045 General Plan:

- Sets long-range vision and policies
- Guides decisions about zoning, development, and other land use or regulatory matters
- Includes actions that call for changes to the Zoning Code

Zoning Code:

- Primary implementation tool of the General Plan
- State law requires consistency with the General Plan

Comprehensive Zoning Code Update

- **Zoning Update Report**
  - CPC review: May 2024
  - BOS review: June 2024
- **Initiated comprehensive Zoning Code update in August 2024**
- **First comprehensive update since 1947**
- **Project Phases:**
  - Phase 1: draft development
  - Phase 2: public review
  - Phase 3: adoption





Comprehensive Zoning Code Update Goals

- Align regulations and procedures with the 2045 General Plan goals, policies, and actions.
- Ensure that the Code is accessible and easy to use.
- Establish a clear and transparent planning review process that enables fair, predictable review, protection of the public interest, and effective public involvement, as appropriate.
- Support zoning regulations that reflect existing development patterns or provide visionary regulations where appropriate.

Outreach Plan

Zoning Code Update Outreach Plan

- Guides engagement with public, key stakeholders, MACs, Planning Commission, and Board
- Builds on community input from 2045 General Plan
- Identifies outreach objectives, methods, and logistics
- Outreach plan can be refined as we go







Outreach Activities

- **Decision Makers & Advisory Bodies:**
  - Board of Supervisors Meetings
  - County Planning Commission Meetings
  - Municipal Advisory Council Meetings
- **Community:**
  - Community Workshop/Open House
  - Stakeholder Meetings
  - Surveys
- **Marketing & Materials:**
  - Webpage updates
  - Eblast announcements, social media postings, and news releases
  - Informational/educational materials

Summary Outreach by Phase

		1	2	3
Steps		▪ Zoning code development	▪ Public review of zoning code	▪ Zoning code adoption
Focus of Outreach		▪ Raise awareness of zoning code update process, purpose, and progress ▪ Seek feedback from key stakeholders on elements of zoning code update	▪ Publicize opportunities for public involvement and input ▪ Educate on proposed significant changes to zoning code ▪ Solicit substantive comments on draft zoning code	▪ Communicate how comments were incorporated ▪ Facilitate adoption of final zoning code
Target Groups	Countywide Public		✓	✓
	Key Stakeholders	✓	✓	✓
	Municipal Advisory Councils	✓	✓	
	County Planning Commission	✓	✓	✓
	Board of Supervisors	✓	✓	✓

Zoning Code Organization

Zoning Code Organization

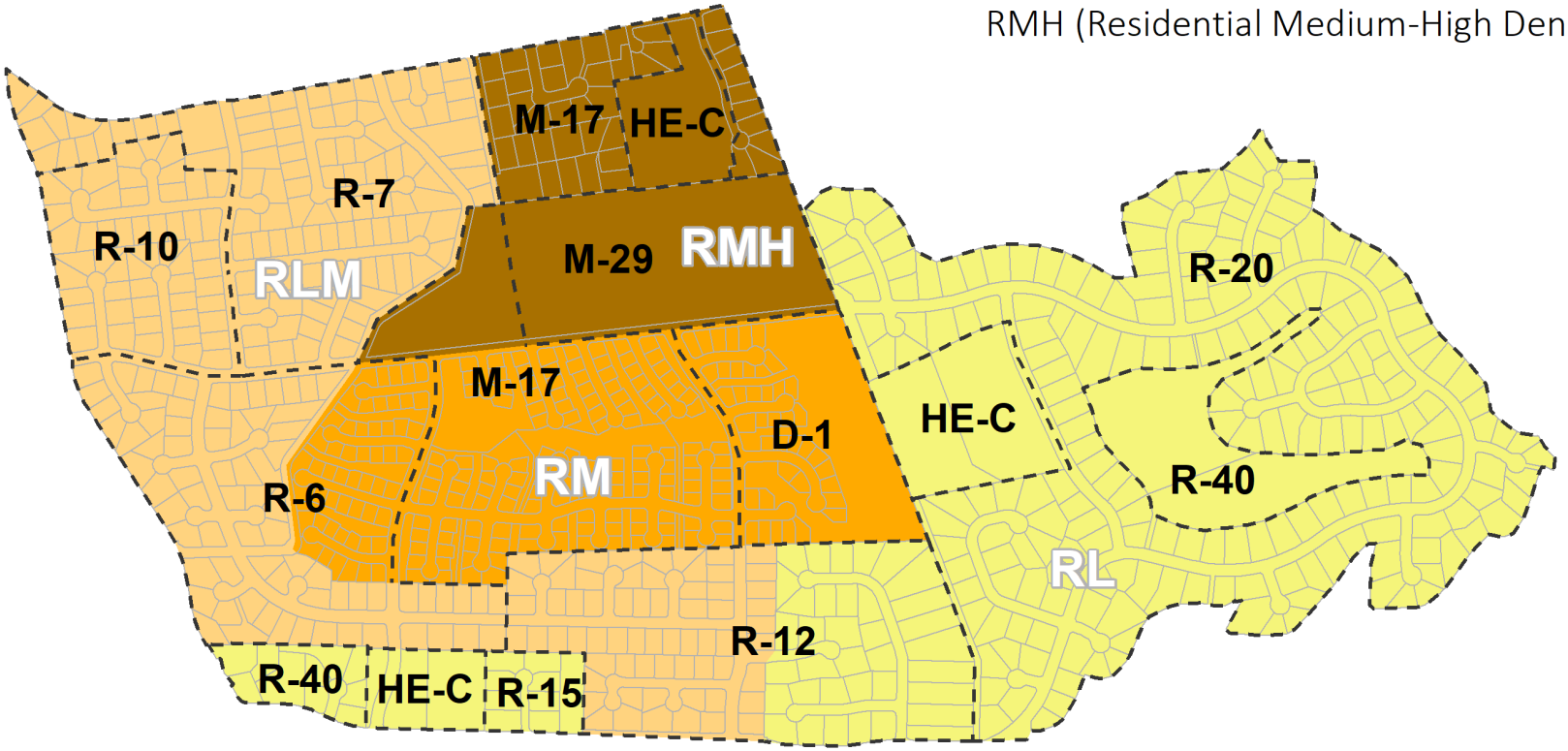
- **Issues Identified with Current Code:**
  - Need update to improve consistency with new General Plan
  - Unintuitive organization and piecemeal formatting
  - Permit requirements spread between Title 2 (Administration) and Title 8 (Zoning)
- **Key Proposed Updates**
  - Incorporate vision of 2045 General Plan
  - Improve Code accessibility

Zoning Code Organization – Example Update

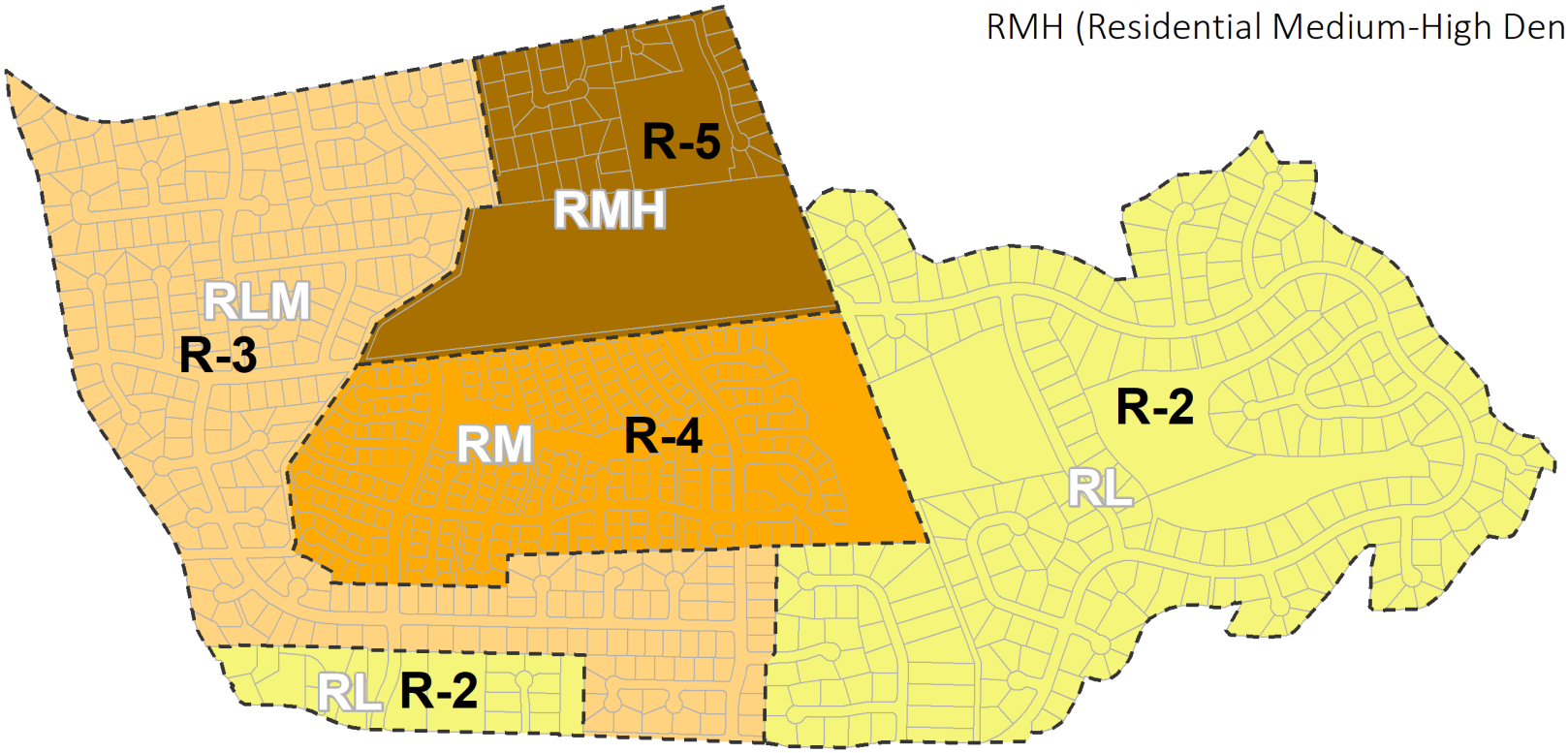
Consolidate zoning districts, consistent with General Plan

Residential General Plan Land Use Designations	Current Residential Zoning Districts	Proposed Residential Zoning Districts
Residential Very-Low Density (RVL)	R-100, R-65, R-40, HE-C	R-1
Residential Low Density (RL)	R-40, R-20, R-15, R-12, HE-C	R-2
Residential Low-Medium Density (RLM)	R-12, R-10, R-7, R-6, F-1, T-1, HE-C	R-3
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Example
Current Zoning Map



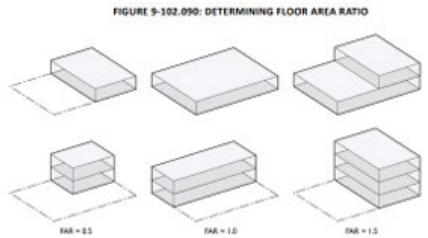
Example Proposed Zoning Map

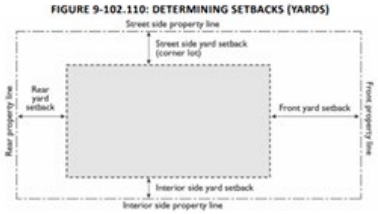


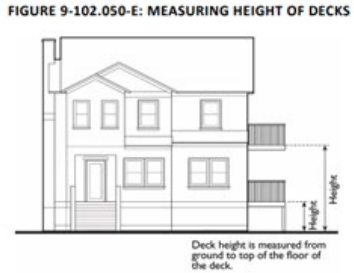
Zoning Code Organization – Proposed Update

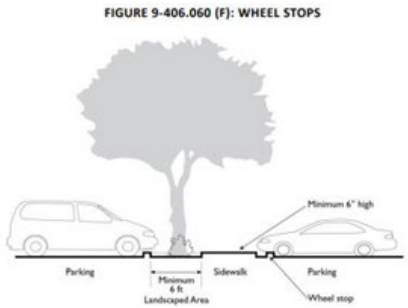
Improve Code Accessibility

- Reorganize Code divisions to be intuitive and streamlined
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- Clearly explain standards and processes with:
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  - Images/ Diagrams





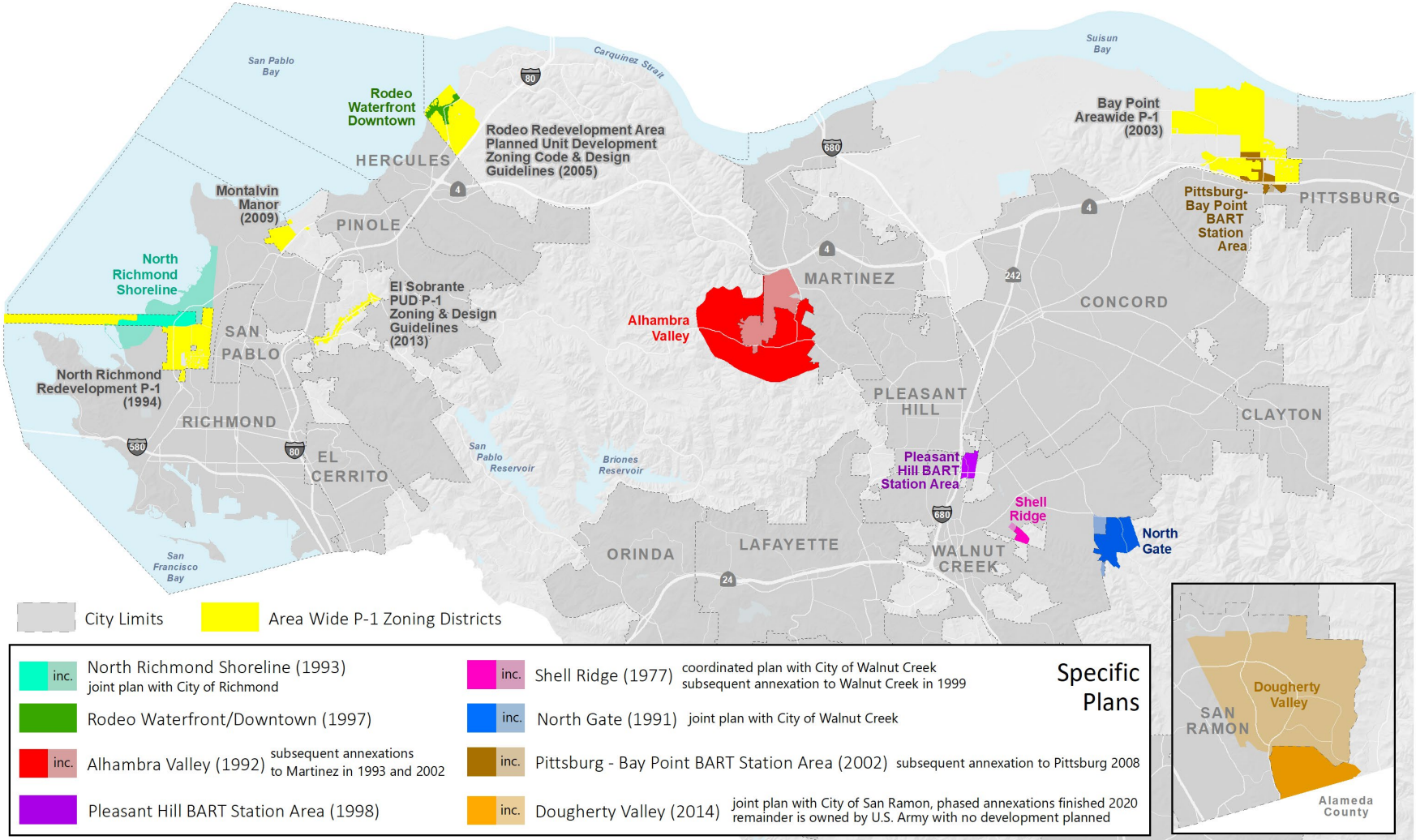




Example images from San Joaquin County Municipal Code

Specific Plans and Areawide P-1s

Specific Plans & Areawide P-1s



Specific Plans

- **Background**
  - Eight specific plans currently in effect, some jointly created with neighboring cities.
  - Oldest: Shell Ridge (1977).
  - Newest: Dougherty Valley (amended 2014). Annexations have made this plan obsolete for the County.
  - Created to provide more detailed, community- or neighborhood-specific planning requirements.
  - Specific plans have a variety of components, including community vision, policies (some specific and some general), land use restrictions and development design standards.
  - Development in Specific Plan areas must also be consistent with General Plan and Zoning.

Specific Plans--Issues

- **Cumbersome to Administer**
  - Additional layer of regulation
  - Requires Staff and applicants to review and comply with: (1) General Plan, (2) Specific Plan, and (3) Zoning Code.
- **Updates Needed for Improved Consistency with General Plan 2045.**
- **New Community Profile component of the General Plan addresses some of the rationale for having specific plans.**

Areawide P-1s

» Background

- All or portions of some communities were rezoned P-1 (planned unit district) prior to the cessation of Redevelopment in California.
- The boundaries of these Areawide P-1s generally coincide with the boundaries of the former Redevelopment Areas and each Areawide P-1 has its own, unique set of policies and regulations.
- These Areawide P-1s have similarities with Specific Plans but include a land use matrix determining uses allowed and authorizations required based on General Plan land use designations.
- The Areawide P-1s allowed for more modern land use standards for these areas, consistent with the goals of the Redevelopment Agency.

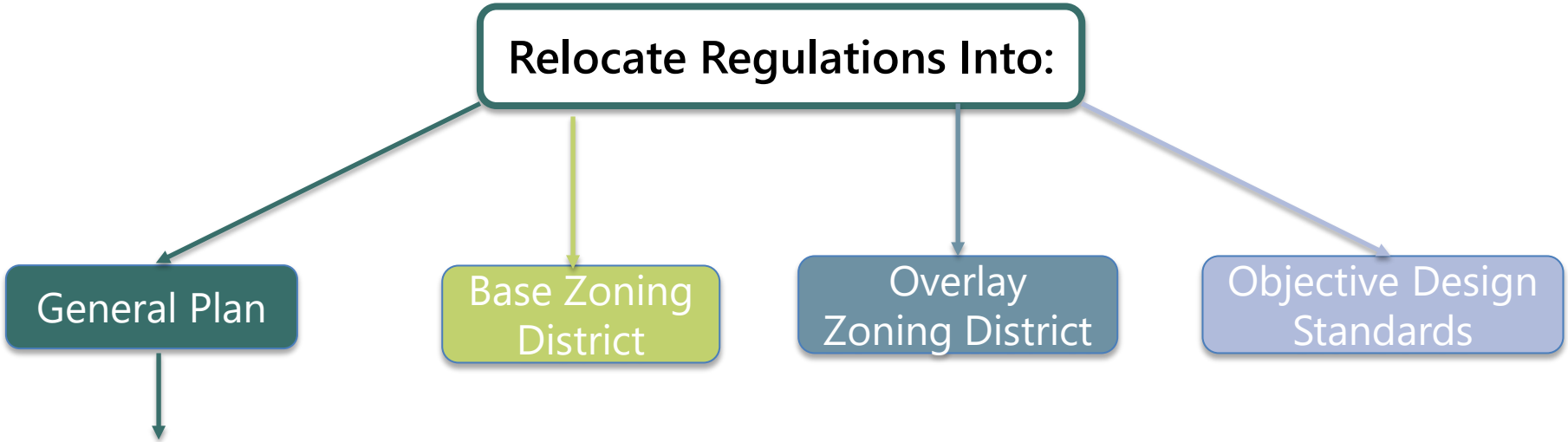
Areawide P-1s--Issues

- **Cumbersome to Administer**
  - Zoning requirements not documented in the same way as standard zoning districts, leading to some confusion.
  - Detailed lists of allowed uses and authorization requirements sometimes leads to less flexibility than for standard zoning districts.
- **Updates Needed for Improved Consistency with General Plan 2045**
- **New Community Profile component of the General Plan addresses some of the rationale for having Areawide P-1s.**
- **Current effort to comprehensively update the County's Zoning Code presents an opportunity to improve on the policy modernization achieved when P-1s first developed.**

Specific Plans & Areawide P-1s– Proposed Approach

- **Incorporate into other regulatory documents:**
  - General Plan Community Profile
  - Zoning Code: Base Zoning Districts and/or Specific Plan Overlay
  - Objective Design Standards
  - Retire Specific Plan or Areawide P-1

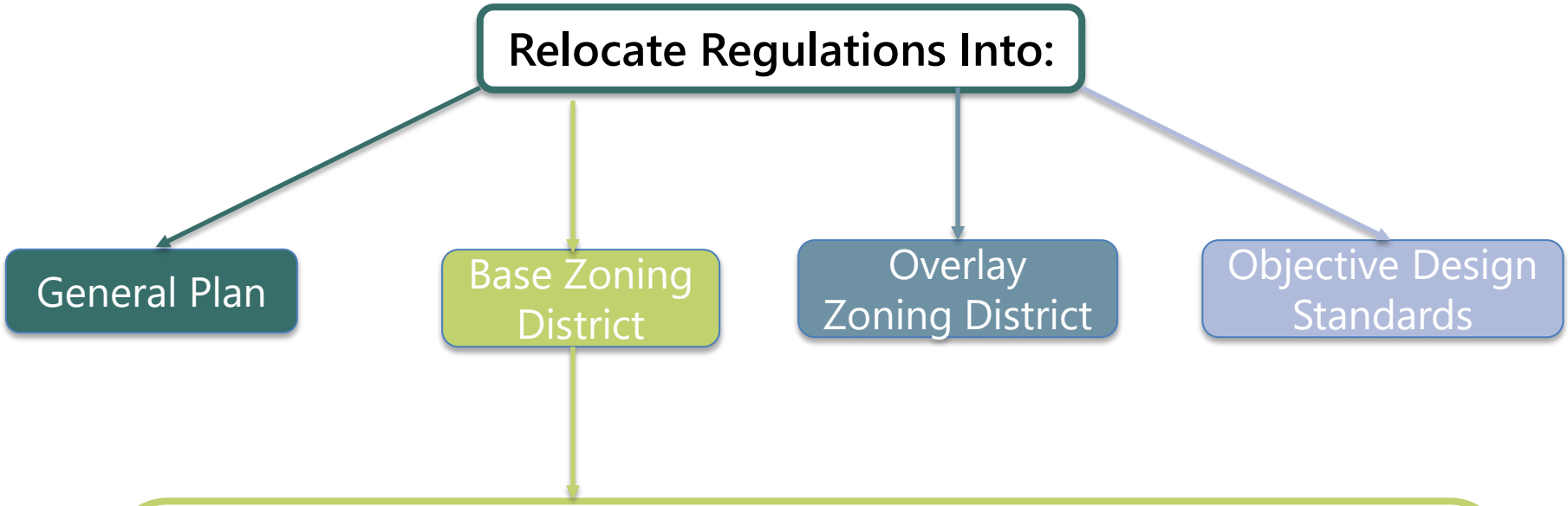
Specific Plans & Areawide P-1s – Example Solution



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Incorporate goals and policies into the Community Profile for Alhambra Valley (e.g., *Goal 3: Ensure that adequate and a quality water supply is available to areas designated for new homes.)*

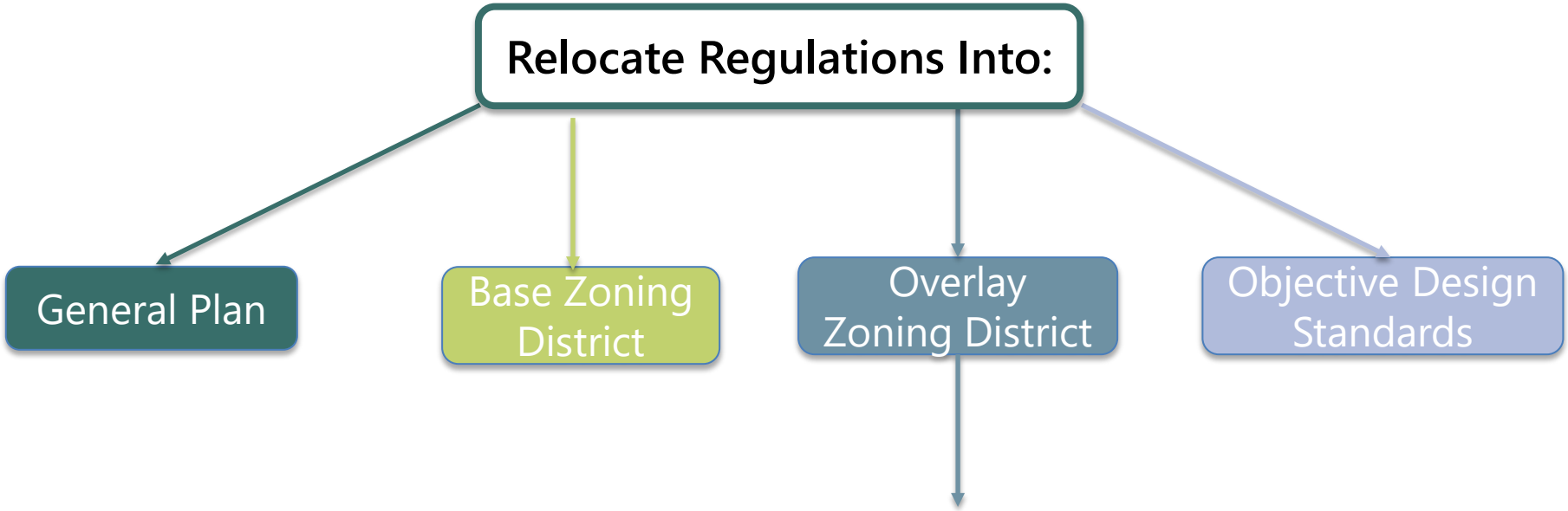
Specific Plans & Areawide P-1s – Example Solution



Ex: Land Uses

North Gate Specific Plan (1991):
Address permitted, conditional, and prohibited land uses by the base zoning district for the property

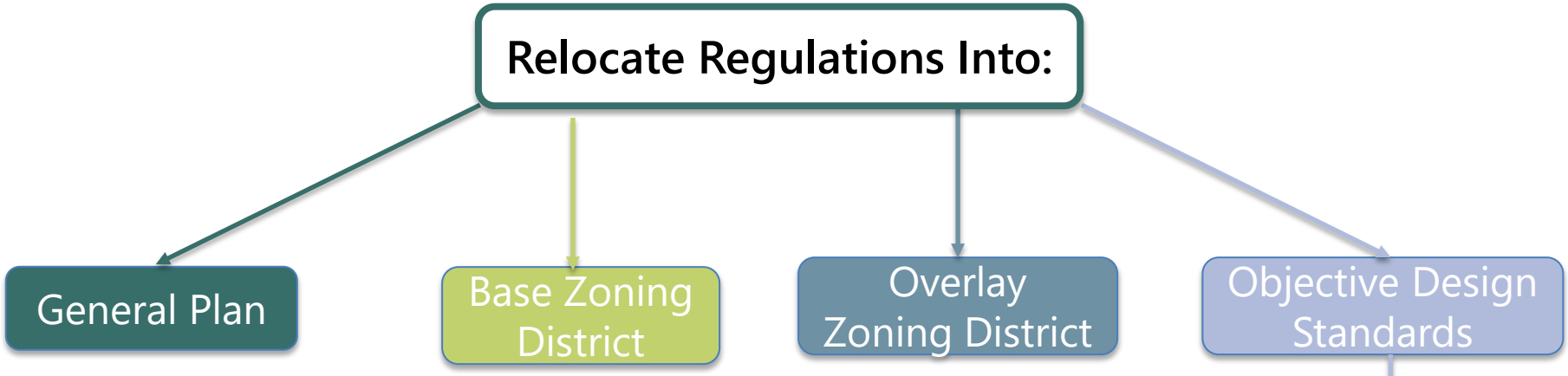
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Ex: Parking Requirements

Pleasant Hill BART Station Specific Plan (1998):
Incorporate parking requirements into TOD overlay zoning district (AB 2923)

Specific Plans & Areawide P-1s – Example Solution



Ex: Fencing Design

Alhambra Valley Specific Plan (1992):
Incorporate design standards into Objective Design Standards (e.g., *To minimize visual impacts of perimeter lot fencing, fencing on slopes grater than15 percent shall be open rail or wire.*

Next Steps

Next Steps

- **Receive feedback from Board of Supervisors**
  - Outreach Plan
  - Zoning Code Organization
  - Specific Plans and Areawide P-1s





Thank you.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4073 **Agenda Date:** 10/7/2025 **Agenda #:** D.7.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Report on noise related issues and possible authorization to prepare new noise regulations.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

CONSIDER accepting a report on noise related issues and AUTHORIZE Department of Conservation and Development staff to prepare new noise regulations based on staff recommendation and Board direction.

FISCAL IMPACT:
Staff costs associated with this work are expected to be modest ($15,000 to $30,000) and may be accomplished utilizing existing staff and budget.

BACKGROUND:
Noise concerns are frequently raised by members of the public. Specific noise complaints are reported to Board of Supervisors offices, DCD Code Enforcement, the Sherriff's Office and other departments. These complaints often relate to large events, loud parties and construction, but other noise concerns are also raised. Community noise concerns have been discussed repeatedly at some Municipal Advisory Committee (MAC) meetings. The County has existing regulations to address noise but the County's regulations are not comprehensive and thus the exploration of expanded regulations was considered necessary to evaluate the possibility of additional regulations.

On March 5, 2024, DCD staff was authorized by the Board of Supervisors to evaluate whether additional regulations of noise are necessary and practical. The Board direction included proposed outreach to the MACs via letters and a follow-up survey with noise-related questions to ascertain to the community concerns regarding various types of noise impacts typically found in the communities. On June 14, 2024, a memo was mailed to all MACs that included a request from all interested individuals to fill out an online survey linked in the memo. Following the conclusion of the time specified for submitting responses to the survey, DCD staff hosted an open, public, working group meeting on September 19, 2024, with concerned stakeholders to discuss the findings from the survey and have a broader dialogue regarding noise-related issues. Subsequently, the community input was reviewed, and DCD staff coordinated a meeting with the Sherriff's Office in the spring of 2025 to ascertain the feasibility of enforcing any potential new regulations. On July 8, 2025, a follow-up working group meeting was hosted by DCD staff to discuss a preliminary proposal to address specific areas of noise-related concerns with the implementation of additional regulations.

The purpose of this report to the Board of Supervisors is to summarize the key findings from the public outreach and staff's evaluation and to present the staff recommendation for developing targeted new regulations

to supplement existing requirements.

Summary of Public Engagement, Staff Analysis and Recommendations

The attached slide presentation summarizes the public engagement effort, input received, staff analysis of enforcement constraints and the staff recommendation. Additional detail on the survey response is provided in the materials for the September 24, 2025 working group meeting. (A table with all the responses to the free response questions is also attached).

As presented in the slides, the staff recommendation is as follows:

1. Outdoor Amplified Sound

   Proposed regulations to prohibit all outdoor amplified sound after 10:00 p.m. on Friday and Saturday and after 8:00 p.m. on other nights.

   Proposed regulations would be consistent with existing prohibitions on amplified sound in the Temporary Events Ordinance but would apply whether or not there was a gathering or "event".

   Propose clarifying that amplified sound be considered outdoor if emanating from an indoor location but doors or windows are left open.

2. Construction-Related Noise

   Propose new regulations to apply construction work hours to all projects requiring a building permit. Precise limitations to be determined as regulations are drafted. Currently, construction work hour limitations are only imposed on projects that require some form of discretionary approval. A process to provide limited exceptions and afford some flexibility should be evaluated for possible inclusion.

New regulations are proposed to be enforceable by both DCD and Sheriff's Office. A wide range of enforcement options, including citations and administrative fines, would be explored for inclusion.

Next Steps

Board direction to staff is requested. Should DCD be directed to move forward with developing new noise regulations, staff will develop a draft ordinance pursuant to the Board's direction and present the draft ordinance and staff analysis to the County Planning Commission to receive public input and Commission recommendations. Following presentation to the Planning Commission, the Board of Supervisors would consider the draft ordinance, staff analysis, public input and Planning Commission's recommendations at a public meeting.

CONSEQUENCE OF NEGATIVE ACTION:
DCD would not move forward with the exploration of establishing new noise related regulations.

MARCH 5, 2024

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Consider Authorization of Public Outreach Regarding Noise Related Issues

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

---

RECOMMENDATIONS:
AUTHORIZE Department of Conservation and Development (DCD) staff to evaluate whether additional regulation of noise is necessary and practical and report back to the Board of Supervisors with its findings and recommendations.

FISCAL IMPACT:
Staff costs associated with this work are expected to be modest ($15,000 to $30,000) and may be accomplished utilizing existing staff and budget.

BACKGROUND:
Noise concerns are frequently raised with the County by members of the public. Specific noise complaints are reported to Board of Supervisors offices, DCD Code Enforcement, the Sherriff's Office and other departments. These complaints often relate to large events, loud parties and construction, but other noise concerns are also raised. Community noise concerns have been discussed repeatedly at some Municipal Advisory Committee (MAC) meetings. DCD and Sherriff's Office staff have been invited to attend these meetings to make presentations and hear community concerns. Concern with noise issues and calls for a "noise ordinance" were expressed at community meetings convened by Supervisors and DCD as part of the Envision Contra Costa Process to gather input for the ongoing update to the County's General Plan and subsequent update to the County's Zoning Code.

The County has existing regulations to address noise, and in fact has recently expanded regulation to address the emerging problem of loud commercial events. But the County's regulations are not comprehensive. Expanding regulation of noise and effectively enforcing would be challenging but is worthy of further evaluation.

Existing Regulation, Gaps in Regulation and Challenges

The current County General Plan has noise standards appropriate for various land use designations. Land use permits and other discretionary permits issued by the County must be consistent with these standards. In addition, the County's Temporary Events Ordinance, first adopted in 2005, addresses noise for gatherings large enough to qualify as "events" under the Ordinance (e.g. 75 or 150 or more persons, depending upon the zoning district), establishes specific noise limitations by time of day and prohibits amplified sound at certain periods of the night and morning. The Board tightened these regulations on June 7, 2022, when it adopted Ordinance No. 2022-23, an urgency interim ordinance that was intended to address a proliferation of loud commercial events, particularly in rural areas of the County, by clarifying definitions and reducing exceptions. On April 26, 2022 the Board also increased the fines

associated with violation of the Temporary Events Ordinance to match the recently-increased state limits. DCD staff and Sherriff's Office staff collaborated to increase enforcement efforts of the expanded regulations.

With respect to construction noise and hours, DCD imposes such limitations in discretionary permits. The standard construction window imposed is 8:00 A.M. to 5:00 P.M., Monday through Friday, and prohibited on State and Federal holidays. The County's Grading Ordinance limits the work hours for grading activity. However, for construction projects that do not require a discretionary permit or do not involve grading, there are no limitations on construction hours.

The County's Draft General Plan released on October 17, 2023 (and currently open for public comment through April 8, 2024) includes the following proposed Action related to noise:

> HS-A14.1 Study the feasibility of adopting a noise ordinance establishing maximum exterior noise levels at sensitive receptors for noise generated by permanent and temporary stationary, non-transportation sources and construction sources.

The feasibility of a noise ordinance relates primarily to challenges with enforcement. Concerns raised regarding noise can be related to sounds or vibrations occurring outside of typical working hours when DCD staff may not be available to respond and investigate (or when Sherriff staff resources may be limited). Additionally, some noise and vibrations occur intermittently and irregularly which could complicate enforcement. Further, establishing and upholding the threshold for an unreasonable level of noise can also pose challenges regarding measurements of such noise for duration of the activity. Finally, the cost of enforcing such an ordinance, primarily with respect to increased demand for staff time, are not currently known but could be significant.

Proposed Process For Collecting Community Input and Assessing Options

DCD staff will write a letter to each Municipal Advisory Committee (MAC) providing background and explaining the County's desire to better understand community concerns. A follow-up survey with noise-related questions will be sent to the MACs with a request for a response.

DCD staff will attend a meeting with each MAC, if requested, to provide additional opportunities for public input regarding specific community-related noise issues that may not have been addressed in the initial survey.

DCD staff will consult other jurisdictions that have adopted noise ordinances to understand common issues, responses and enforcement. Staff will also coordinate with the Sherriff's Office and County Counsel to evaluate options for additional regulations, including enforcement capabilities.

DCD staff will work through the MACs to invite interested people to join a countywide work group to dive deeper into the issues, including identifying which noise concerns are of highest priority and discussing enforcement challenges, as well as provide additional input.

Staff will collect the findings and concerns expressed from MAC members, stakeholders and other interested persons within the County and draft a report on the noise related issues raised to be presented to the Board at a later date. Staff currently estimates this could occur in the second half of 2024. Staff will also make recommendations on options for follow-up actions to the Board based on the information presented.

CONSEQUENCE OF NEGATIVE ACTION:

DCD would not reach out to the community for input on noise issues and would not analyze and report back on regulatory options.

2024 Noise Issues Survey: Complete List of All Responses to Free Response Questions

If you selected other noise sources that are a significant or moderate concern, can you please provide any specific instances of noise concern (activities, events, source of noise, etc.)?
Traffic noise on Arlington Blvd, especially during morning and evening rush hour
Our area, like much of our region, has multiple hills and valleys which serve to focus sound. A bar approximately half a mile from us can seem like it is next door when they play loud music. Sometimes our neighbors hold parties. That can keep us up until late at night, but it has not reached the level where it is worth potentially coming to bad relations with them. Other members of our community, however, have suffered intensively and have called the sheriffs multiple times, with little to show for it. I hear these accounts at our local MAC meetings and the impact is very high.
Fireworks
Vehicle noise
Low flying small aircraft including planes and helicopters
Agritourism related
Fireworks are going off in Discovery Bay frequently not only NYE, Memorial Weekend, July 4 and Labor Day but many weekends. Having so many AirBnBs adds to this problem. Please make tough ordinances to stop the fireworks and limit the short term rentals.
Loud parties that go long past 10 PM.
Large unpermitted gatherings or parties
Neighbors in pool
weekends.
UNNECESSARY LOUD CARS ON DB BLVD
M-80S BEING SET OFF. fireworks
Quiet hours need to be enforced. Many parties go past 11pm. Construction sometimes start at 7am.
Landscape people early at condos
Gas-powered landscaping tools such as leaf blowers should be totally banned. In fact, all leaf blowers should be completely banned. I used a broom instead of blowing dirt into the air and onto other people’s property.
Noise before 8 am (leafblowers, construction noises) or after 10pm (parties/bands) partcularly on weekdays/night.
Noisy neighbors blasting music or loud parties late, dogs barking at all hours
Loud super cars (e.g. Lambourghini's) winding up and speeding down Diablo Road.

ATV, Motorcycles, fireworks
Private helicopters owned by neighbors. Terrified my chickens. Tuning vehicles in metal sheds. Batting practice in metal sheds.
Big rigs driving on the other side of camino, Diablo, that are not ag
weekends with leaf blowers/mowing before 8:00 am
Motorcycle racing-
Constant fireworks being set off during the summer months.
Illegal exhaust, illegal weapon discharge
loud banging that sounds like a big pieces of metal clashing in the middle of the night
People walking in the neighborhood pulling carts, trash cans or other items making awful noise in the night.
Parties til late midnight, dogs barking any time at night and fire works.
Cars and trucks, fireworks
Motorcycles (mainly Harleys) tearing up and down Main Street from around 9:30 p.m. on after too many drinks at the bar.
1) Non-licensed motorcycles/vehicles running up and down the streets by kids/young adults 2) Airplane noise from lengthy aerobatic practice from planes practicing dives and spins over the community airspace.
No new noise ordinance please. Leave it to Cities.
Fireworks
Loud cars and train horns
Frequent Car & motorcycle speeding /& donut noises; fireworks.These noises often occur in the late night. .
Dog barking
Leaf blowers polite the air and assault the ears. They are nasty.
fireworks, people firing off m80's, etc.
Loud auto and motorcycle engines! If you are near one it can hurt your ears and set off car alarms. And we have lots of them here in El Sobrante, every day. They are used in "Sideshows" but roar up Appian Way singly every day.
crazy traffic noises on SPD Rd. illegal vehicles, cards with no mufflers, speeding and racing etc
Loud private vehicles, such as motorcycles or cars with faulty mufflers
Airplanes especially at night
Fireworks and gunfire leading up to and after Fourth of July. And aftermarket mufflers on muscle cars that disturb the peace.
Music/bass/car stereos often in cars that are not moving/parked
Fireworks
Penalties must be set to hold violaters accountable.

Side shows, cars racing on San Pablo Dam Rd.
Fireworks not related to July 4
Side shows/ donuts and the never ending illegal fireworks
Very Loud Cars and Motorcycles. Also Dogs and except during July 2-6: Fireworks.
Fireworks throughout the night
Fireworks and Dogs barking
sideshows
All vehicles that REV to cause havoc, backfiring. M-40, 80, and 1000's shakes house all hrs going on 3 mo, daily, all hrs 24/7. "Party", venues, until early, to all night, no enforcement. BANDS! SCREAMING! ATTENDEES! Sheriff, O enforcement!
Loud cars... music and mufflers
Sideshows and fireworks
Those loud cars that race on San Pablo Dam Road. Also, the trucks with very loud music/s[ealers/
Large parties on my street sometimes go on past 10p and the sound systems are very loud
next door neighbor works on engines - car, trucks, boat, motorcycle in front yard; noise of loud vehicles that visit house; modified mufflers on vehicles; hot rodding; music blaring from open jeep; firecrackers; very loud firecracker bombs
Caliber charter school in Tara Hills uses outdoor PA system to blast announcements and "pump up" the students on a daily basis. They also play music for various events throughout the year. The school was originally built for 400 students, and they have 900+ students, so they gather all students outside for announcements because their auditorium has max capacity of 400. Some events last for hours. I can hear the announcements and music from 1.5 blocks away, inside my home with doors and windows closed. I've worked with the school to remedy the situation, but it's an ongoing battle. Also, loud parties held in the neighborhood have been an issue, BOTH during the day and evenings. Some just blast music, and others have live bands.
Overly loud cars. Example: cars with modified mufflers that set all the car alarms on the street off
Fireworks, sideshows, really lou car mufflers
Motorcycles late at night on San Pablo Dam Road by The Rancho bar
Charter schools
Bangs, Explosions, Sirens (potentially Tsunami Warning sirens?)
Fireworks

Are there types of noise regulations that you would be concerned about when applied to your home or business? For example, limitations and associated fines for violating standards in the following areas: construction hours, leaf blowers and other loud landscaping tools, amplified music and other noise at outdoor gatherings and parties (large and small) and commercial establishments such as bars, restaurants, repair shops, etc.
N/A
No.
No concerns
The amplied music is the biggest issue when it comes to parties since there are some crowds that go all night
Vehicle music and noise
Bethel Island is a recreational community.
I want larger fines on amplified music and outdoor gatherings. The recurring offenders are renting out their properties for events. Current fines are much less than property owners receive to rent their properties out for these unpermitted events.
None
Please place limits on the hours for amplified music for everyone.
I would have no issues with any regulations and would encourage then
Amplified music lighting including laser lighting from events/parties in my community that are typically taking place without the necessary temporary event permits
None
I would like to see leaf blowers regulated if it can be done in a way that does not impact landscapers' ability to make a living.
Construction and leaf blower
Construction hours .
NO
Not sure I understand the question
No
Yes
leaf blowers, amplified music
No concerns — I would like to see fines for noise.
Protect the sanity of communities that are unincorporated !
Not if it was clearly spelled out.

Amplified music, parties, barking dogs
No
no
No
No
AmplifiedAmplified music and other noise at outdoor gatherings and parties.
We are a farm. I would hope roosters, goats, donkeys, peafowls etc. would continue to be allowed.
Na
Businesses and for profit parties
yes, i would like reasonable allowances for parties with amplified music until 10:00 pm on week days and weekends.days.
No, I follow decent courtesy. Would not have a huge party/festivals by (for profit)
I think planned outdoor events are great for building community and think they should be encouraged rather than restricted.
No
No
Limitation on hours
NA
Would be nice to have a warning first and if it's ignored then a fine.
No
Any type of loud noise should stop maximum 8:00 - 9:00 p.m. Sunday thru Thursday and 10:00 p.m. (or earlier) on Friday and Suturday. Some of us still have to get up very early to go to work.
No as long as they are reasonable
Neighbors yard service is using very loud leaf blowers right now, a disturbing nuisance.
No new noise ordinance please. Leave it to Cities.
No
no
No.
Most construction happens between 8-4 which is reasonable. Why don't you just BAN LEAF BLOWERS? Go back to raking and sweeping.
none
no
Landscaping power tools are minor compared to roaring engines of vehicles, including pickup trucks.

I do not live near any establishments likely to produce such noise.
no
No
No
Fines for my answer #3
As long as there are appropriate hours for construction/lawn equipment we are not worried about limitations
Amplified music and loud parties going past 10PM . When the violation occurs and is reported Law Enforcement should have the neccessary written repercussions when dealing with the violators addressing the complaint
I don’t believe this is a problem and believe fines would be inappropriate
Reasonable hours of operation would be welcome.
No
No concerns, we do need tougher rules that are being enforced!
No
No
no
None, I make no noise, except when trying to get enforcement.
Amplified music in residential areas
No concerns, I would welcome noise regulations for home and business
Hard to control volume. Restricting of noise after 10pm for gatherings and commercial establishments seems doable.
I would say not before 8a and nothing over 10p Monday thru Thursday and midnight on Friday & Saturday, Sunday 8a-10p
no
For me I think specific hours are necessary for construction, leaf blowers, etc. For example, should be used only between 7am - 7pm. But for loud music and announcements, there should be a maximum decibel determined, so it is measurable. Also, the local sherrif's office needs to have some enforcement mechanism, like first complaint is a "warning". Second complaint is a violation with small fine. Third complaint, should be a large fine, with potential other ramifications. Basically, the regulations need to be specific, measurable AND enforceable for the police.
No
No
loud noises from parties after 10 pm
Parties are a minor issue and should not be targeted.

Early morning and afternoon amplified sounds,music and announcements
Exempt occasional parties and music from regs

Noise regulations can be difficult to enforce because nuisances occur during nights and weekends when limited enforcement staff are either off work or busy protecting public safety. Do you have input to share on how these constraints should be addressed as the County considers its options in this area?
I am more concerned about the traffic noise during the work day. East Richmond Heights is very quiet at night and on weekends.
I think that the natural enforcement is the sheriffs office, which is already interacting in this without much effect. One could equip them with decibel meters and resources to train and maintain calibration and they could write citations. If money were involved it would have an actual impact.
Give a warning first, then give a fine if the noise continues.
This question seems to be a way for the County to avoid its responsibility to ensure the safety of its residents. "Nights and weekends" doesn't necessarily apply to the "construction" and "leafblower" choices in question #2 in this survey. The noise concerns in El Sobrante are predominantly due to parties and other events. The reponse would be from the Sheriff's office.
There needs to be a way to stop the party while its happening, whether its with other agencies aiding. There are been horrible accidents where these parties have been. Maybe enforcing check points at/near where these parties are to reduce the amount of drunk drivers?
N/A
Code Enforcement needs to work on the weekends including the evenings when these unpermitted loud events occur.
Add staff to work during those times to enforce noise regulations,
Trained noise monitors? Code Enforcement?
Hire more staff😊
Why not have code enforcement officers work the weekends when these illegal events are happening? Give them time off during the week in exchange. It takes some burden off law enforcement officers who are handling other matters on the weekends
Implement ordinances that can be enforced

Setting noice decibel limits is difficult but establishing hours when loud noises are not permitted is an effective first step for parties and construction i.e noise restriction in Diablo from 10 pm - 8 am. For leaf blowers an easy solution is to require electric blowers. Carmel by the Sea has outlawed gas leaf blowers and the gardeners have adjusted without much issue. My own gardener just shrugs his shoulders when I ask about the regulation
Hire more police.
SideShow type cars should be 'one & done' and parties 1 warning.
Clear signage and lots of signage particularly regarding fireworks
Consider the use of video for reactive actions like fines.
No
this is difficult as any enforcement sources outside of the county will most likely not be as effective
Make the fines high enough to fund more officers. Require STRs (eg airbnb) to have business licenses. The license should prohibit loud parties and provide for higher fines and revocation of the business license at the second offense.
You might have to make a big deal of enforcement to start so that people understand that noise regulations carry consequences. There are plenty of people who would probably volunteer to report noise makers.
People are afraid to report and feel safer if there is a way to report issues anonymously. Perhaps there is a way to give warnings the first time, and a fine subsequently. If staff isn't available, maybe there are ways to document the issues and report later. Some kind of decibel readers, video or audio recordings.
No.
no
Sheriff coming out promptly and enforcing code violations.
Add staff on the weekends!!!
Maybe when people call in about the noise especially when it's still going on after 10:00 p.m. that at least incident report should be made and the offending people should be addressed the following day.
Yes
Weekends, they should be shut off by 11
Are there ANY staff available during weekends, primarily Saturday nights?
Neighbors to video as evidence; contact sheriff to substantiate video is true
Enforcement priorities are understandable, but when individuals break the law flagrantly, such as setting off fireworks, and no enforcement action is taken it emboldens them.

One weekend and/or as needed Code Enforcement should work a Saturday night wand target problem areas.Fines should be paid within 30 days and/or added to tax bills instead of a lien that I believe is what is happening now
No
NA
Need to hire more staff, fines could help to pay for it
Inform the residents with flyers first. So they know and hopefully they stop doing this noises. To avoid fines.
Put monitors, similar to cameras on polls in problem areas and are
Have a Sheriff or CHP officer randomly park at the far north end of Main Street (by the caboose) in Byron between 10:00 and 11:00 p.m. on a Friday or Saturday night.
Video capture of violations and enforcement with affidavit from witness.
Luckily my concerns are during weekdays.
No new noise ordinance please. Leave it to Cities.
Online reporting, with audio files and time stamps, for officers to follow up later
Allowing loud voices amplified sound for house parties is unreasonable, no matter the time. IMO it causes the majority of the problems. My other fireworks and vehicle reckless driving noises fall under public safety.
If your community is healthy, neighbors know each other, there is often care and respect which engenders considerate behavior.
In El Sobrante, the common complaint is loud music/parties/events, which take place primarily on the weekends. Our default response is to call the Sheriff's office so that there can be some sort of enforcement.
no
Residents can tell you where violations occur on regular basis, especially people who work from home or are retired.
No
hire more police
I realize noise complaints are a low priority, but I believe that they should be enforced like any other law, and there are sufficient officers on staff to respond.
No
I have no clue. Neighbors could report violations with cell phone recordings but this puts them at risk for retaliation
Chronic offenders could have penalties enforced during weekday
Create a document addressing any Loud Noise being reported and develope a monetary fine when a violation occurs
This is a non-issue. I've lived in ERH for nearly 7 years and work from home. I can't think of a single time when a noise regulation would have helped.

Perhaps a hotline specifically for noise problems.
No
Make the penalties so high, e.g. for fireworks, that people don't want to risk it. Allow police to tag homes so the homeowner is responsible, too, if the tenants misbehave.
Hire more Sheriffs and Cops. Pay for Overtime.
The venues, parties making noise, maybe drunk,drugged, and disorderly, block driveways, leave cigarette butts, all kinds of crazy stuff, all kinds of safety issues. Yeah, how about enforcing, and serve and protect, EVERYONE.
Serve a follow up notice
Refer to practices and ordinances of other counties who have done this successfully
Is there an option to seek funding for a dedicated enforcement staff member.
Online complaints, non emergency reporting with a follow up
hotline to report noise; are there noise meters to install on street corners?; fines to residents who are identified as repetitive noise makers
Provide a process for the community to document and submit complaints. Similar to the CCC code enforcement site, where residents can submit code violations. But include a way to upload photos, video, or screen shot of decibel reader outside the event.
It seems to me that public safety is affected by loud and unsanctioned events, making it a priority
The public and neighbors shoul dbe allowed to help enforce.
Vehicle noise enforcment by chp or sheriffs
Public information campaign with signs on the street and on a billboard reminding folks that there are neighbors sleeping nearby
I think there should be concerns for neighborhoods regardless of the time of day.
No

Are there any additional noise related concerns or questions specific to your community that have not been previously addressed in this survey?
N/A
This is a safety issue as it becomes a point of discord between neighbors, which in the worst case situation can lead to violence. A regulation could lead to imposition of fines and thus some level of deterrence to offenders,
None.

too much traffic using Knightsen Ave as a freeway and communiting to and from the Oakley area. How can we enforce Oakley to aid in the amount of cars and lack of regulating that their excess building has caused?
No
There is very poor coordination between Code Enforcement and the a sheriff's office. Sheriffs are not trained to deal with these events or even define an event has been illegal. Many times when neighbors are dealing with noise issues, they try to talk to their neighbor about their offending noise behavior, only to potentially put them selves at risk in harms way.
Fines are not working as currently applied. Fines should be added to the property tax bill each year in order to be collected
Sideshows!
There are noise limitations on airb&b properties but an owned property next door can have loud parties until well after midnight. We have that situation in our neighborhood.
No
No
No
No
People leaving garbage on streets
Loud kids at businesses
none
Fireworks on the 4th of July can be crazy.
People would like for there to be a response and consequences that curbs the bad behaviors of noisy neighbors. They are feeling hopeless that they have to continue to suffer with lack of sleep and annoyances. They need some kind of recourse in order to live peacefully with others. Maybe some kind of PR campaign to let people know about community standards would be helpful.
No
no
No
Motorcycle and cars racing on roads , dDeltacroad , super high decibles
Motorcycle ATV
No
No
Big rigs on my street. They're loud and bumpy.

We need ENFORCEMENT STAFF on SATURDAY NIGHTS. When the violators lie about it being a “family event” have THAT person identified and sign a statement identifying them, their relationship to the property, the family member who the party is for and then do the same for the identified person who the party is for and perhaps 3 random people at the party asking about relationships, fees paid, alcohol, food being served and being charged for, whose property it is etc….
Decibals should be monitored in sheriff call out. It does not require expensive equipment, and yes an example of noise experienced
No
ENFORCEMENT OF ILLEGAL EVENTS! WHEN EVENT ORGANIZERS LIE TO DEPUTIES AND SAY IT IS A FAMILY EVENT THEY SHOULD WRITE A REPORT WITH ALL PARTIES PROPERLY IDENTIFIED AND ALLEGED RELATIONSHIPS ON PAPER, A STATEMENT FORM THAT THEY SIGN. IF THEY ARE NOT LIEING THEN FINE, BUT WHEN IT IS CONFIRMED THAT THEY LIED IT IS A FULL FINE AND PAYABLE WITHIN 30 DAYS! ONCE THEY START HAVING TO REALLY PAY SUBSTANTIAL FINES YOU WILL CHANGE BEHAVIOR. THE ONLY PEOPLE BEING PUNISHED NOW ARE THE NEIGHBORS AND THE REAPONSIBLE PEOPLE WHO GET PERMITS AND HAVE TO FOLLOW THE RULES
No
NA
Construction noise in big business when construction it’s happening should be more monitored it’s really noisy and scary sounds when buildings are under construction, very annoying when working on weekends, I’m in North Richmond and had the experience about it.
Barking dogs during nighttime.
Many neighbors complain about noise at all hours especially due to parties. Partly noise can be capped. One time a Neighbors party was so loud that our house was vibrating.
Occasionally lots of shooting going on in different locations.
Just the two listed above in the free space
No, but I am more concerned about light pollution.
No new noise ordinance please. Leave it to Cities.
No
How to resolve incessant and often periodic barking not addressed by the animal noise abatement program.
Ban drones please.
m/a
no
The state should regulate two-stroke landscaping tools such as leaf blowers and weed-eaters, which are polluters as well as noisy.
No
No

We are very worried about very loud music at all times of day, music which shakes our house, the noise ordinance should not just apply to parties, everyone shouldBe able to have a party now and then, there should be something about music that bothers your neighbors a certain number of days a year, time of day for this is somewhat irrelevant
We/ve been trying to get an El Sobrante Loud Noise Ordinance in place for decades. Way overdo !
No
Fireworks not holiday related
Loud noise can have a significant affect on quality of life.
“Light” industrial, isn’t light, with car repair, or unlawful modifications! Screaming LOUD!
No
the stress and affects on health of nearby residents who have to live with the constant noise night and day with no concern for our well being
I want to make sure the new noise ordinance will be applied to residents, businesses AND schools. Regardless of whether the noise emanates from indoors and outdoors, the focus should be on how it affects neighbors and the community.
There needs to be a way to keep people from disturbing the peace - especially for prolonged periods of time
Loud booms coming from the refineries and lots of illegal fireworks in Richmond that echo through the Sobranate hills.
Big boom fireworks should be banned.
Late night parties/events and vehicle related sounds
Fireworks

Noise Related in Issues in Contra Costa County Community Forum

SEPTEMBER 19, 2024

INTRODUCTORY MEETING

Agenda

Welcome/Introductions

Background presentation

Survey results and discussion of noise issues

Follow up questions

Overview of next steps/Future meetings

Background

Why are we here?

- Noise concerns are frequently raised with the County by members of the public, including at Municipal Advisory Council (MAC) meetings.
- Noise issues were expressed at community meetings convened by the Supervisors and DCD as part of the Envision Contra Costa Process to gather input for the ongoing update to the County's General Plan.
- The County has existing regulations to address noises.

Summary of Current Regulations

Timeline for some key policies/actions:

- County General Plan includes noise standards appropriate for various land use designations. Land use permits must be consistent with these standards, 1991
- Temporary Events Ordinance, 2005
  - Established limitations on excessive noise for certain events.
- Increased fine amounts for violations of temporary event ordinance, Ordinance No. 2022-16
- Urgency Interim Ordinance No. 2022-23, 2022
  - Modified temporary event regulations to close down “loopholes”
  - DCD staff and Sheriff’s Office collaborated to increase enforcement efforts.
- Revised Temporary Events Ordinance No. 2024-07, 2024
  - Incorporated the regulations established in Ordinance No. 2022-23 into the permanent ordinance.
- Draft General Pan Noise Related Action Item HS-A14.1, 2023
- Board of Supervisors direct staff to conduct community outreach and develop recommendations on noise issues, 2024

Summary of Current Regulations, cont.

Temporary Events Ordinance

- Applies to temporary events that are outdoor assemblages and exceed 75 people in a residential or agricultural zoned district or exceed 150 people at any other venue or location.
- Includes the following limitations on noise:

Cumulative Duration of Noise	9 a.m. - 8 p.m.	8 p.m. - 10 p.m.
30 minutes per hour	60 dBA	55 dBA
15 minutes per hour	65 dBA	60 dBA
5 minutes per hour	70 dBA	65 dBA
1 minute per hour	75 dBA	70 dBA
Level not to be exceeded at any time	80 dBA	75 dBA

Summary of Current Regulations cont.

Temporary Events Ordinance

- Amplified sound by any device prohibited after 8:00pm Sundays through Thursdays and after 10:00pm Fridays, Saturdays, and holidays. Temporary events permits do not allow for amplified sound after these hours.
- Temporary events require an application to be submitted 45 days prior to the proposed event.
- Remedies may include administrative fines, infraction citations or abatement orders.
- Exemptions to the requirement to seek a temporary event permit include: weddings, birthday parties or other family events at private residences provided no more than four are held within a twelve-month period. Recent modifications are intended to prevent commercial events from posing as family events.
- All events, whether or not a permit is required are subject to the noise restrictions of the Ordinance (including limitations on amplified sound).

Summary of Current Regulations cont.

Construction Noise

- The following construction noise restriction conditions of approval are typically applied to planning entitlement projects that require discretionary or ministerial approval.
  - Internal combustion engines are to be fitted with mufflers and stationary noise-generating equipment are to be located as far away form existing residences as possible.
  - Construction activities are limited to the hours of 8:00am to 5:00pm, Monday through Friday, and prohibited on State and Federal holidays.
  - Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00am to 4:00pm.
- The County's Grading Ordinance also limits the work hours for grading activity.
- Projects that only require a building permit are not subject to noise limitations.

Draft General Plan Action Item

Published October 17, 2023:

HS-A14.1: Study the feasibility of adopting a noise ordinance establishing maximum exterior noise levels at sensitive receptors for noise generated by permanent and temporary stationary, non-transportation sources and construction sources.

Board of Supervisors Direction to Further Evaluate

On March 5, 2024, the Contra Costa Board of Supervisors authorized the Department of Conservation and Development to evaluate whether additional regulation of noise is necessary and practical and report back to the Board with its findings and recommendations.

The scope of the process includes four tasks:

- Initial outreach to Municipal Advisory Committees (MACs) including a request to fill out a follow up survey with noise-related questions
- Extend invitations to host in person meetings related to noise concerns
- Invite MAC members and other interested people to join a countywide work group
- Report the findings of the outreach survey, in person meetings and community feedback to the Board of Supervisors

Constraints on Existing and Proposed Regulations

Challenges with Enforcement of Regulations (these challenges were discussed in the March 2024 Board action to evaluate)

- Excessive sounds or vibrations occurring outside of typical working hours when DCD staff may not be available, or Sheriff's staff resources may be limited.
- Some sounds and vibrations occur intermittently or irregularly.
- Establishing and upholding a threshold for an unreasonable level of noise can be challenging to measure.
- The cost of enforcing such an ordinance, primarily with respect to increased demand for staff time, is not currently known but could be significant.

Outreach Thus Far

- Memo sent to all MACs on June 14, 2024.
- Included with the memo was a link to a survey on noise related issues.
- Multiple requests to be part of a Work Group Task Force received.
- Follow-up memo sent to MACs on August 23, 2024.
- Corresponding email sent to individuals requesting to be included on Work Group Task Force.

Noise Issue Survey Results

- Survey on Noise Related Issues in Contra Costa County sent to all Municipal Advisory Committees for distribution to members/constituents
- Survey sent on June 23, 2024
- 100 responses received

Noise Issues Survey Results cont.

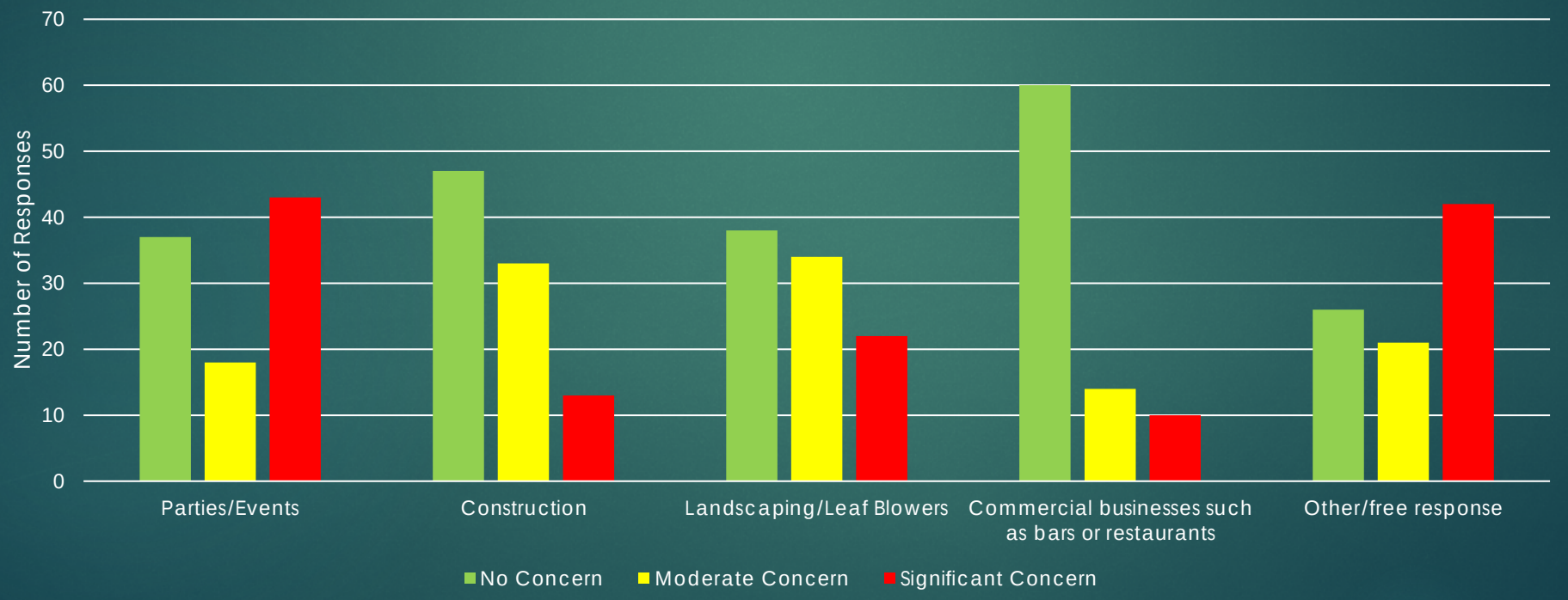
On a scale of 1-5, with 1 being the lowest concern and 5 being the highest, how concerned are you with noise issues in the community?

1	13
2	4
3	19
4	26
5	38



Noise Issues Survey Results cont.

Below is a list of common sources of noise found within communities in Contra Costa County. Please indicate if these noise sources are a significant concern to you, a moderate concern or no concern at all.



Noise Issues Survey Results cont.

If you selected other noise sources that are a significant or moderate concern, can you please provide any specific instances of noise concerns (activities, source of noise, etc.)?

67 responses

- Vehicular Noise
- Fireworks
- Gunshots
- Additional transportation noise (airplanes, helicopters, trains, etc.)

Noise Issues Survey Results cont.

Are there types of noise regulations that you would be concerned about when applied to your home or business? For example, limitations and associated fines for violating standards in the following areas: construction hours, leaf blowers and other loud landscaping tools, amplified music and other noise at outdoor gatherings and parties (large and small) and commercial establishments such as bars, restaurants, repair shops, etc.

79 responses

- 40 “No” responses
- Leaf blower regulation concerns
- Concerns about enactment of a new ordinance

Noise Issues Survey Results cont.

Noise regulations can be difficult to enforce because nuisances occur during nights and weekends when limited enforcement staff are either off work or busy protecting public safety. Do you have input to share on how these constraints should be addressed as the County considers its options in this area?

73 responses

- Hiring additional staff and extended working hours for staff
- More methods for reporting noise complaints
- Follow the practices of other municipalities that have a noise regulations
- Public outreach through signage, flyers and other methods

Noise Issues Survey Results cont.

Are there any additional noise related concerns or questions specific to your community that have not been previously addressed in this survey?

61 responses

Loud oversized logistics vehicles (semi-trailers, etc.)

Excessive and consistent animal noise

Industrial business noise

Next Steps

- Continue to discuss and characterize noise related issues (tonight).
- Schedule additional meetings of this forum.
- Consult with other jurisdictions that have adopted noise ordinances to understand common issues, responses and enforcement.
- Coordinate with the Sherriff's Office and other Departments to evaluate options for additional regulations, including enforcement capabilities.
- Consider potential approaches that may be addressed a future meeting
- Collect the findings and concerns expressed from MAC members, stakeholders and other interested persons within the County and draft a report on noise related issues raised to be presented to the Board at a later date.

Questions?

925-655-2868

Grant.Farrington@dcd.cccounty.us

Noise Related in Issues in Contra Costa County Community Forum

JULY 8, 2025

FOLLOW-UP MEETING

Agenda

Welcome/Introductions

Background

Introductory Meeting Recap

Preliminary proposal

Follow up questions

Overview of next steps

Background

Noise Concerns Review Timeline

- The Department of Conservation and Development (DCD) was authorized by the Board of Supervisors on March 5, 2024 to evaluate noise related issues in Contra Costa County
- A survey on noise related issues was sent to all Municipal Advisory Councils on June 14, 2024.
- A working group meeting was held on September 16, 2024 to discuss the survey and solicit input on any additional noise concerns.
- Staff reviewed input and options with potential enforcement partners in the Spring of 2025 to assess the feasibility of additional noise regulations.

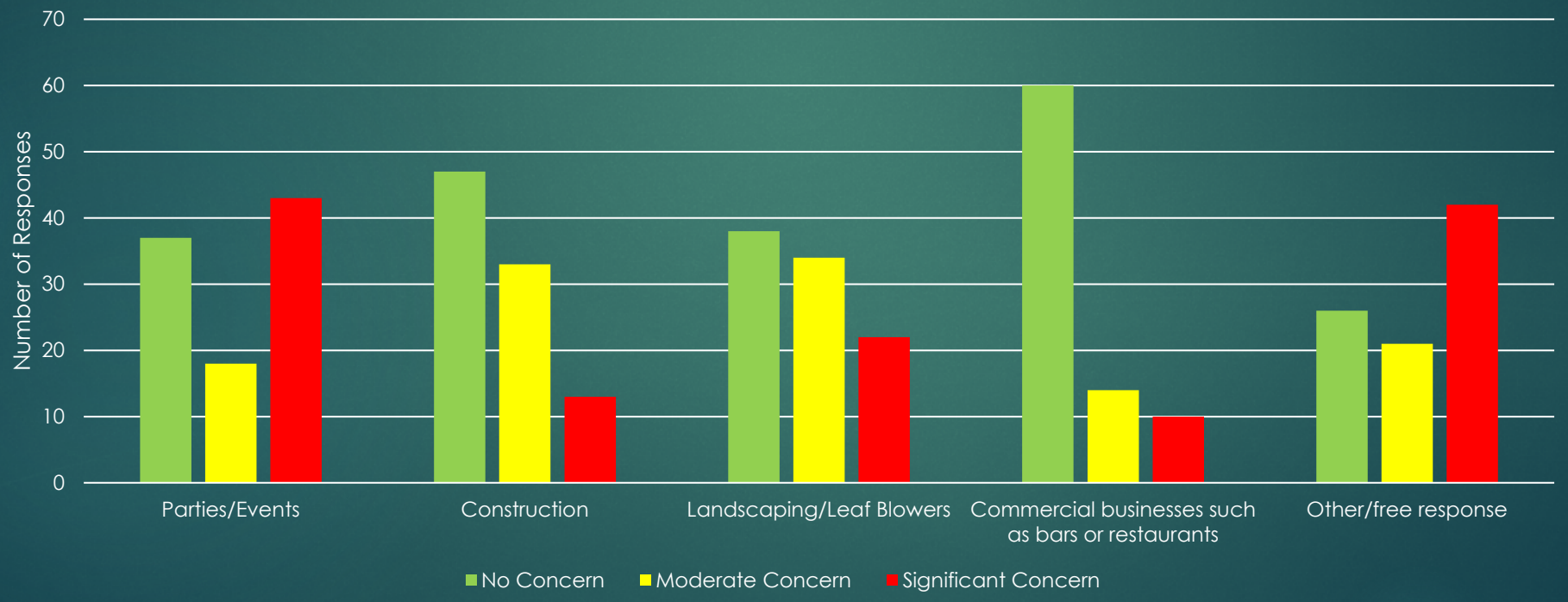
Introductory Meeting Recap

Key Issues Discussed at September 16, 2024 Meeting:

- Contra Costa County residents have strong concerns about existing noise-related nuisances within the unincorporated communities.
- Specific areas of concern include loud parties, construction, vehicular noise, leaf blowers, gunshots and fireworks.
- Staff provided details on existing regulations as well as limitations on our ability to enforce any potential new regulations.
- Staff communicated next steps which included review of community input, coordination with Sherriff's Office and scheduling of future community meetings.

Noise Issues Survey and Meeting Recap

Survey results below and informal show of hands at September meeting indicate that party noise is the most significant concern of those providing feedback.



Constraints on Existing and Proposed Regulations

Challenges with Enforcement of Regulations

- Excessive sounds or vibrations occurring outside of typical working hours when DCD staff may not be available, or Sheriff's staff resources may be limited.
- Some sounds and vibrations occur intermittently or irregularly.
- Sounds or vibrations can carry long distances.
- Many activities can have noise impacts and it can be hard to reach consensus on what impacts are acceptable and which are not.
- Establishing and upholding a threshold for an unreasonable level of noise can be challenging to measure.
- The cost of enforcing such an ordinance, primarily with respect to increased demand for staff time, is not currently known but could be significant.

Follow up Outreach

Recap from DCD on its Discussions with Sheriff's Office

- Community concerns and priorities regarding noise were discussed, as were current enforcement tools.
- Sheriff's Office shared enforcement concerns and capabilities. Officers have a wide scope of responsibility already. Enforcement of noise regulations is more feasible and likely to be effective if prohibitions are simple and clearly defined with a range of enforcement mechanisms established.
- Discussion of what new concerns if any may arise as a result of new regulations as well as penalties for possible new regulations.

Preliminary Proposal

DCD suggests new regulations to address two specific areas of concern.

- Outdoor Amplified Sound
- Construction-Related Noise

Preliminary Proposal

Suggestions for addressing party noise nuisances by focusing on amplified sound.

- Propose regulations to prohibit all outdoor amplified sound after 10:00pm on Friday and Saturday and after 8:00pm on other nights.
- Amplified sound may be considered outdoor if emanating from an indoor location but doors or windows are left open.
- Remedies may include infraction citations, administrative fines and other existing tools.
- Proposed regulations would be consistent with existing prohibitions on amplified sound in the Temporary Events Ordinance but would apply whether or not there was a gathering or "event".
- Proposed regulations could be enforced by Department of Conservation and Development (DCD) Code Enforcement and Sheriff's Office.

Preliminary Proposal (cont.)

Suggestions for addressing construction-related noise

- The following construction noise restriction conditions of approval are typically applied to planning entitlement projects that require discretionary or ministerial approval.
  - Internal combustion engines are to be fitted with mufflers and stationary noise-generating equipment are to be located as far away form existing residences as possible.
  - Construction activities are limited to the hours of 8:00am to 5:00pm, Monday through Friday, and prohibited on State and Federal holidays.
  - Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00am to 4:00pm.
- Consider new regulations to apply construction noise restriction conditions of approval to all projects that require a building permit.
- Proposed regulations would also include penalties for violations through administrative fines, infraction citations and other existing tools.
- DCD Code Enforcement and Sheriff's Office could enforce the proposed regulations.

Exclusions and Limitations

- Noise regulations to address general vehicular noise or leaf blowers are not recommended because such activities are prevalent, the noise is a byproduct of the activity, and fleeting or short-lived noises are difficult to regulate.
- Noise regulations to address gunshots or fireworks are not recommended because these activities are separately regulated.
- Additional specific regulations would strain enforcement capacity of Sheriff's Office and DCD.
- Any new regulations would only apply to the unincorporated areas of Contra Costa County.

Next Steps

- Discuss tonight the preliminary proposal for noise regulation and receive feedback.
- Collect additional written feedback from the public through July 31.
- DCD will draft a report on noise issues and recommendations for addressing them, including community input received, and present it to the Board at a regularly scheduled Board Meeting, targeting a to-be-determined meeting date in August or September.

Questions?

925-655-2868

Grant.Farrington@dcd.cccounty.us

Noise Related in Issues in Contra Costa County

OCTOBER 7, 2025

BOARD OF SUPERVISORS

Background

- Noise concerns are frequently raised with the County by members of the public, including at Municipal Advisory Council (MAC) meetings and in complaints to Code Enforcement and other County offices.
- Noise issues were expressed at community meetings convened by the Supervisors and the Department of Conservation and Development (DCD) as part of the Envision Contra Costa Process to gather input for the ongoing update to the County's General Plan.
- The County has existing regulations to address noise and in recent years has taken steps to strengthen regulations.
- In 2024, the Board directed staff to reach out the community, further examine what else can be done and report back to the Board with recommendations. That work has been completed and this presentation is the report back to the Board.

Summary of Current Regulations and Board Actions to Strengthen

- California Penal Code 415, Disturbing the Peace. Sheriff's Office utilizes this long-standing tool to report violations to the District Attorney for possible prosecution as a misdemeanor when a third-party witness is willing to attest to the offense.
- County General Plan includes noise standards appropriate for various land use designations. Land use permits must be consistent with these standards (1991).
- Temporary Events Ordinance (2005).
  - Established limitations on excessive noise for certain events.
- Increased fine amounts for violations of temporary event ordinance, Ordinance No. 2022-16 (2022).
- Urgency Interim Ordinance No. 2022-23 (2022)
  - Modified temporary event regulations to close down perceived "loopholes".
  - DCD staff and Sheriff's Office collaborated to increase enforcement efforts.
- Revised Temporary Events Ordinance No. 2024-07 (2024).
  - Incorporated the regulations established in Ordinance No. 2022-23 into the permanent ordinance.
- Board of Supervisors directs staff to conduct community outreach and develop recommendations on noise issues (2024).
- Board approved new General Plan, including noise-related Action item HS-A14.1to study the feasibility of a noise ordinance (2024).

Noise Concerns Review Timeline

- DCD was authorized by the Board of Supervisors on March 5, 2024, to evaluate noise related issues in Contra Costa County
- A survey on noise related issues was sent to all Municipal Advisory Councils on June 14, 2024.
- A working group meeting was held on September 16, 2024, to discuss the survey and solicit input on any additional noise concerns.
- Staff reviewed input and options with potential enforcement partners in the spring of 2025 to assess the feasibility of additional noise regulations.
- A follow-up working group meeting was held on July 8, 2025, to discuss potential new regulations and associated enforcement options.

Noise Issue Survey

- Survey on Noise-Related Issues in Contra Costa County sent to all Municipal Advisory Committees for distribution to members/constituents.
- Survey distributed on June 23, 2024.
- 100 responses received thru the survey close on September 17, 2024.

Summary of Noise Issues Survey Results

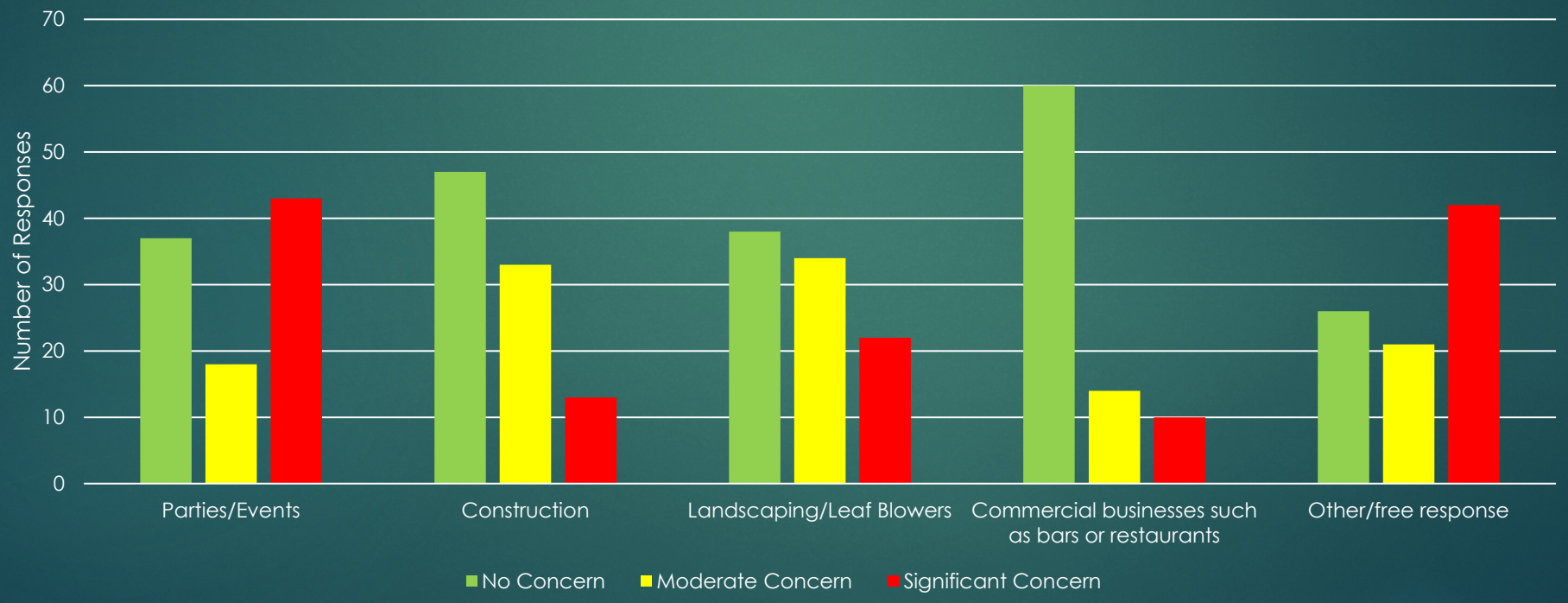
On a scale of 1-5, with 1 being the lowest concern and 5 being the highest, how concerned are you with noise issues in the community?

1	13
2	4
3	19
4	26
5	38



Summary of Noise Issues Survey Results (continued)

Survey results below and informal show of hands at September 19, 2024 meeting indicate that party noise is the most significant concern of those providing feedback.



Working Group Meetings

Key Issues Discussed at September 19, 2024 and July 7, 2025 Meetings:

- Contra Costa County residents have strong concerns about existing noise-related nuisances within the unincorporated communities.
- Specific areas of concern include loud parties, construction, vehicular noise, leaf blowers, gunshots and fireworks. Loud parties were identified as the most significant concern.
- Staff provided details on existing regulations as well as limitations on our ability to enforce any potential new regulations.
- Following consultation with the Sheriff's Office between the first and second working group meeting, staff proposed possible new regulations for two key areas of noise concerns: loud parties and construction.
- Community residents in attendance at the second meeting generally seemed receptive to new regulations but some expressed concern that enforcement of current and proposed regulations be effective.

Enforcement

Challenges with Enforcement of Noise Regulations

- Excessive sounds or vibrations occurring outside of typical working hours when DCD staff may not be available, or Sheriff's staff resources may be limited.
- Some sounds and vibrations occur intermittently or irregularly.
- Sounds or vibrations can carry long distances.
- Many activities, including many common and necessary activities, can have noise impacts. It can be hard to reach consensus on which impacts are acceptable and which are not.
- Establishing and upholding a threshold for an unreasonable level of noise can be challenging to measure.
- The cost of enforcing new regulations, primarily with respect to increased demand for staff time, is not currently known but could be significant.

Clear-cut standards offer potential for effective enforcement of tightened regulations

- Sheriff's Office and DCD suggest that defining specific periods of time when readily observable activities cannot occur is a reasonable approach for further strengthening noise regulations.

Preliminary Proposal

DCD recommends new regulations be developed to address two specific areas of concern:

1) Outdoor Amplified Sound

- Propose regulations to prohibit all outdoor amplified sound after 10:00pm on Friday and Saturday and after 8:00pm on other nights.
- Proposed regulations would be consistent with existing prohibitions on amplified sound in the Temporary Events Ordinance but would apply whether or not there was a gathering or "event".
- Propose clarifying that amplified sound be considered outdoor if emanating from an indoor location but doors or windows are left open.

2) Construction-Related Noise

- Propose new regulations to apply construction work hours to all projects requiring a building permit. Precise limitations to be determined as regulations drafted. Currently, construction work hour limitations are only imposed on projects that require some form of discretionary approval. A process to provide limited exceptions and afford some flexibility should be evaluated for possible inclusion.

New regulations proposed to be enforceable by both DCD and Sheriff's Office. A wide range of enforcement options, including citations and administrative fines, would be explored for inclusion.

Additional Considerations and Observations

- Noise regulations to address general vehicular noise or leaf blowers are not recommended because such activities are prevalent, the noise is a byproduct of the activity, and fleeting or short-lived noises are difficult to regulate.
- Noise regulations to address gunshots or fireworks are not recommended because these activities are separately regulated.
- Additional specific regulations would strain enforcement capacity of Sheriff's Office and DCD.
- Any new regulations would only apply to the unincorporated areas of Contra Costa County.

Next Steps

- Board direction to staff is requested.
- Should DCD be directed to move forward with developing new noise regulations, staff will develop a draft ordinance pursuant to the Board's direction and present the draft ordinance and staff analysis to the County Planning Commission to receive public input and Commission recommendations.
- Following presentation to the Planning Commission, the Board of Supervisors would consider the draft ordinance, staff analysis, public input and Planning Commissions recommendations at a public meeting.

Thank you.

Public inquiries outside of the Board meeting may be directed to Grant Farrington at DCD.

925-655-2868

Grant.Farrington@dcd.cccounty.us

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4074 **Agenda Date:** 10/7/2025 **Agenda #:** C.1.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approve and Authorize the Director of Airports, or designee, to execute a hangar rental agreement at Buchanan Field Airport

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Wailea Aircraft, LLC., for a north-facing T-hangar at Buchanan Field Airport effective September 4, 2025, in the monthly amount of $415, Pacheco area (District IV).

FISCAL IMPACT:
The Airport Enterprise Fund will receive $4,980 annually.

BACKGROUND:
On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES: September 4, 2025,** ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Wailea Aircraft, L.L.C.,** ("**Renter**"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement **("Rental Agreement")** by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (**"Renter's Aircraft")**.

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **F-10** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site **("T-Hangar Site")** and shall hereinafter be described as the **"T-Hangar**."

   Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM**: This Rental Agreement shall be from month to month commencing **September 4, 2025**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent**. Renter shall pay $ **415.00** in rent per month **("Monthly Rent")** due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated based on a thirty-day month and shall be due and payable at the time the Renter signs this Rental Agreement.

The Monthly Rent shall be adjusted annually by the change in Consumer Price Index **("CPI"),** as defined hereinbelow, for the latest one-year period ending December 31 of each year. CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4075 **Agenda Date:** 10/7/2025 **Agenda #:** C.2.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Amendment to Consulting Services Agreement with Mead & Hunt, Inc., for On-Call Airport Engineering, Design and Architectural Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the November 1, 2020, On-Call Consulting Services Agreement between the County and Mead & Hunt, Inc., to extend the contract from October 31, 2025, to June 30, 2026, and to update Attachment 1 to Appendix B (consultant's rate sheet), to be effective September 1, 2025. (100% Airport Enterprise Fund)

FISCAL IMPACT:
For any future task orders generated through this agreement the increase from the 2024 hourly rates to 2025 hourly rates will be paid through the Airport Enterprise Fund.

BACKGROUND:
In November of 2020, the County and Mead & Hunt, Inc., entered into a five-year On-Call Consulting Services Agreement (CSA) for airport related engineering, design, and architectural services. The contract is being amended because Airports management has assigned Task Orders under the CSA where the consultant will need additional time to complete. This amendment also seeks to update Mead & Hunt, Inc.'s hourly rate sheet to their 2025 rates, consistent with the terms of the agreement. Airports management recommends approval of these items.

CONSEQUENCE OF NEGATIVE ACTION:
If the CSA extension and updated rates are not approved, the Airports division will not be able to complete certain projects in a timely manner.

AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. Identification of Agreement to be Amended.

   (a) Effective Date of Agreement: November 1, 2020

   (b) Agency: Public Works - Airports Division

   (c) Subject: On-Call Airport Engineering, Design/Architectural and Planning

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:

   (a) Consultant's Name & Address: Mead & Hunt, Inc.
   1360 19th Hole Drive, Ste. 200
   Windsor, CA 95492
   Attn: Jeff Leonard

   (b) Type of Business Entity: Corporation

   (e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

   If corporation, identify state of incorporation: California

3. Project Name, Number, & Location. On-Call Airport Engineering, Design/Architectural and Planning

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is 09/01/2025.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A	SIGNATURE B
Consultant's Name: Mead & Hunt, a Corporation By _____ (Signature of individual or officer) _____ (Print name and title, if applicable)	By _____ (Signature of individual or officer) _____ (Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (Date),

before me, _____ (Name and Title of Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

_____
Signature of Notary Public

AGENCY

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds $100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy

(b) **If Amendment is approved by County Purchasing Agent:**

AGENCY, By _____ County Purchasing Agent or Designee

APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

In consideration for Mead and Hunt, Inc., to provide ongoing airport related professional design, engineering and architectural services the contract is being extended to June 30, 2026, as the Contractor will need additional time to complete Task Orders that have already been initiated. Further, as the contract is being extended the rate sheet in Attachment 1 to Appendix B from 2024 will be updated with the attached rate sheet.

Attachment 1

MEAD & HUNT, Inc.
Standard Billing Rate Schedule for Contra Costa County
Effective Fiscal Year 2026 (2025-2026)

Standard Billing Rates

- Clerical ..... $88.00 / hour
- Technical Editor ..... $123.00 / hour
- Accounting, Administrative Assistant ..... $133.00 / hour
- Technician I, Technical Writer ..... $109.00 / hour
- Technician II, Surveyor - Instrument Person ..... $148.00 / hour
- Technician III ..... $171.00 / hour
- Technician IV ..... $181.00 / hour
- Senior Technician ..... $208.00 / hour
- Engineer I, Scientist I, Architect I, Interior Designer I, Planner I ..... $145.00 / hour
- Engineer II, Scientist II, Architect II, Interior Designer II, Planner II ..... $160.00 / hour
- Engineer III, Scientist III, Architect III, Interior Designer III, Planner III ..... $211.00 / hour
- Construction Resident Project Representative (RPR) ..... $152.00 / hour
- Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager ..... $250.00 / hour
- Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner .... $274.00 / hour
- Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner ..... $290.00 / hour
- Senior Associate, Principal, Senior Client / Project Manager ..... $356.00 / hour

Expenses

- Geographic Information or GPS Systems ..... $100.00 / day
- Out-Of-Pocket Direct Job Expenses ..... cost plus 15%
  Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage ..... $ IRS rate / mile*
  ** Rates will be charged at Current IRS rate https://www.irs.gov/tax-professionals/standard-mileage-rates*
- Air and Surface Transportation ..... cost plus 15%
- Lodging and Sustenance ..... cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective September 1, 2025, and will remain in effect until December 31, 2026, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4076 **Agenda Date:** 10/7/2025 **Agenda #:** C.3.

To: Board of Supervisors

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

Report Title: Contract with Waiterock Kennel Group

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with Waiterock Kennel Group in an amount not to exceed $20,500 for dog boarding services for the Agriculture Dog Team Program for the period August 29, 2025, through June 30, 2026.

FISCAL IMPACT:

California State Department of Food and Agriculture Agreement #25-0231-002-SF, in the amount of $356,108.75, provides reimbursement for the Agriculture Department for kenneling and canine expenses. There is no County match of funds. 100% State funds.

BACKGROUND:

The State's agreement #25-0231-002-SF includes reimbursement for canine kenneling and expenses up to $60,000.

Waiterock Kennel Group has previously provided dog kenneling for the Department's Agriculture Dog Team Program. The contract contains indemnification and a hold-harmless provision to protect the County against potential liabilities for use of this site, which was approved by County Counsel. The contract development process required extended review between the County and the vendor, which is why Board approval is being sought after the contract effective date.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract will result in loss of required kenneling services and potential loss of the canine contract of $356,108.75 for the Agriculture Department and breach of Agreement #25-0231-002-SF with the State.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4077 **Agenda Date:** 10/7/2025 **Agenda #:** C.4.

To: Board of Supervisors

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

Report Title: Contract with California Department of Food and Agriculture for parcel section center inspections

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed $356,108 for the County's provision of parcel section center inspections for unwanted pests using a specially trained dog for the period July 1, 2025, through June 30, 2026.

FISCAL IMPACT:

Agreement #25-0231-002-SF provides reimbursement for the Agriculture Department for expenses not to exceed $356,108, during the period July 1, 2025, through June 30, 2026, for inspection activities performed on behalf of CDFA. There is no County match of funds. 100% State funds.

BACKGROUND:

Under this agreement, the Agriculture Department will use specially trained dog teams to search parcels to detect the presence of any unwanted plant pests, including insect species, diseases, or other harmful organisms, that may pose a threat to the economic well-being of the State. Surveillance inspections will be done at parcel sectional centers, such as those operated by the United States Postal Service, Federal Express, and United Parcel Service.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract will result in loss of revenue for the Agriculture Department to perform these inspections and the associated administrative overhead.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4078 **Agenda Date:** 10/7/2025 **Agenda #:** C.5.

To: Board of Supervisors

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

Report Title: Contract with VCA Encina Veterinary Medical Center for the Agriculture Dog Team Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with VCA Encina Veterinary Medical Center in an amount not to exceed $25,000 for veterinary services for the Agriculture Dog Team Program for the period September 1, 2025, through June 30, 2026.

FISCAL IMPACT:

California State Department of Food and Agriculture Agreement #25-0231-002-SF provides reimbursement for the Agriculture Department for canine expenses. There is no County match of funds. 100% State funds.

BACKGROUND:

The Department has a contract with the California Department of Food and Agriculture to reimburse the County up to $356,108 to expand the County's Agriculture Dog Team for the period July 1, 2025, through June 30, 2026. The State's agreement #25-0231-002-SF includes reimbursement for canine care expenses up to $60,000.

This contract contains indemnification and a hold-harmless provision to protect the County against potential liabilities for use of this site, which was approved by County Counsel. The contract development process required extended review between the County and the vendor, which is why Board approval is being sought after the contract effective date.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract will result in loss of required veterinary services and potential loss of the canine contract of $356,108 for the Agriculture Department and breach of Agreement #25-0231-002-SF with the State.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4079 **Agenda Date:** 10/7/2025 **Agenda #:** C.6.

To: Board of Supervisors

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

Report Title: Contract with the California Department of Food and Agriculture for control of Glassy-winged sharpshooter infestations

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed $264,324 for control of Glassy-winged sharpshooter infestations, for the period July 1, 2025, through September 30, 2026.

FISCAL IMPACT:

This agreement will reimburse the County for all associated costs incurred for the implementation of the Pierce's Disease Control Program in an amount of $264,323.61. There is no match of County funds nor grant monies involved. This revenue has been anticipated in the FY25/26 budget, 100% State.

BACKGROUND:

The County's Department of Agriculture deploys traps, inspects incoming nursery shipments, landscaping and host crops county-wide to detect incipient infestations of Glassy-Winged Sharpshooter (GWSS). Any population of GWSS detected is delimited and controlled or eradicated. The California Department of Food and Agriculture reimburses the County for all costs, not to exceed $264,323.61 for this program. Pierce's Disease and its vectors are a clear and present danger to Contra Costa County's agricultural commodities. The Agricultural Commissioner can abate this nuisance pursuant to Contra Costa County Ordinance Code Section 14-6.406 and Government Code Section 8558.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this agreement will result in loss of anticipated revenue for the County and a possible threat to local agriculture.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4080 **Agenda Date:** 10/7/2025 **Agenda #:** C.7.

To: Board of Supervisors

From: Ben Winkleblack, Animal Services Director

Report Title: Standard Form Foster Agreements for Volunteers

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Animal Services Director, or designee, to execute standard form foster agreement for the voluntary fostering of animals under the care of the Animal Services Department, as recommended by the Animal Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Contra Costa County Animal Services Department (CCAS) would like to continue to operate its Animal Foster Program as three distinct programs designed to reduce the number of animals physically housed in the facility, allowing resources to focus on sheltered animals while providing a comfortable and safe place for fostered animals. Through these foster programs, volunteers care for animals in their homes, providing enrichment, reducing stress, and sharing observations on animal behavior outside of the shelter environment. The foster programs are an essential part of CCAS's operational strategy to enhance animal care and maximize the use of available resources.

The **Shelter-Animal Foster Agreement** would allow community members to house and care for shelter-owned animals in their homes, providing a less stressful environment for the animals and creating additional capacity at the shelter for other animals.

The **Finder-Foster Program** would allow willing and able finders of stray animals to house and care for found animals in their homes while fulfilling the County's obligations to hold impounded animals for a specific period of time, pursuant to FAC §§ 31108, 31752, and 31753.

The **Owned-Animal Foster Agreement** would allow specially trained community members to house and care for "special circumstance" animals in their home. "Special circumstances" include animals considered evidence for criminal prosecution, animals whose owner is the victim of domestic violence and requires temporary housing, and similar statuses where the owner is known but unable to have custody of the animal.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the continuation and expansion of the animal foster programs would significantly limit Contra Costa County Animal Services' ability to manage the shelter population, reduce euthanasia rates, and provide appropriate care for vulnerable animals. Impacts include the possibility that animals may remain in the shelter environment where space and resources are limited, potentially leading to increased stress, illness, and reduced adoptability. The department would also be less able to engage the community in animal welfare efforts, may face higher costs associated with prolonged in-shelter care and medical treatment, and may negatively impact goal targets related to live release rates.

Contra Costa County

Animal Services Department
4800 Imhoff Place
Martinez, California 94553-4300
(925) 608-8400

Ben Winkleblack, CAWA
Director

Foster Agreement

The Contra Costa County Animal Services Department strives to provides a safe place for as many homeless, lost, and abandoned animals as possible. But the department cannot do it alone. Foster Parents are an invaluable resource that increases the department's capacity to care for more animals by providing temporary, home-like environments that improve the animals' physical and emotional well-being while awaiting adoption or reunification. To that end, the department offers three types of foster programs that allow for (1) the fostering of shelter animals who do not currently have an owner (i.e. Shelter-Animal Foster Agreement; (2) the fostering of owned animals whose owners are known but are unable to care for the animals (i.e. Owned-Animal Foster Agreements); and (3) the fostering of found animals whose owners are currently unknown (i.e. Finder-Foster Agreements).

This Foster Agreement is a/an *(select one)*:

☐ Shelter-Animal Foster Agreement

☐ Owned-Animal Foster Agreement

☐ Finder-Foster Agreement

1. **Parties**. This Foster Agreement ("Agreement") to provide temporary foster services for the following animals ("Foster Animal(s)") is entered into on this day of , 20 ("Effective Date") by and between Contra Costa County, for its Animal Services Department ("CCAS" or "County"), and the individual whose name is listed on the signature page of this agreement ("Foster Parent"). The County and the Foster Parent are sometimes referred to herein together as the "Parties," and each, individually, as a "Party."

Animal Name	Animal ID	Breed/Description

2. **Term, Termination, and Return**.

   a. Term. The term of this Agreement ("Foster Term") shall begin on the Effective Date, and it shall expire on the day of , 20 , or the date the Foster Animal(s) are adopted or reunited with their owner, whichever occurs first.

   b. Termination. Any Party may unilaterally terminate this Agreement, for any reason or for no reason, upon 24 hours' advance written notice to the other Party ("Termination Notice") at the other Party's email address, as follows:

      To County:

      To Foster Parent:

      A Termination Notice shall be deemed given on the same day it is emailed to the recipient's email address above.

   c. Return. The Foster Parent shall undertake reasonable efforts to deliver the Foster Animal(s) to CCAS by the end of the next CCAS business day occurring after Termination Notice is given. CCAS business days are Tuesday through Saturday, 10:00 a.m. to 5:00 p.m., excluding County holidays. If the Foster Parent is unable to deliver the Foster Animal(s) to CCAS by that deadline, the Foster Parent shall promptly contact CCAS at 925-723-2789 to arrange another time to return the Foster Animal(s), which shall not be more than 72 hours after a Termination Notice is given.

3. **Medical Disclosure**. The Foster Parent acknowledges that all of the following are true:

   a. The Foster Parent has received and reviewed a copy of the Foster Animal(s)'s medical history, or has waived a medical evaluation for the Foster Animal(s). (*Select one and Foster Parent to initial*)

      ☐ The Foster Parent has received and reviewed a copy of the medical history for the Foster Animal(s). _____

      ☐ The Foster Parent hereby waives the medical evaluation for the Foster Animal(s). _____

   b. CCAS may have limited knowledge of the Foster Animal(s)'s medical history, and as such, the Foster Animal(s)'s medical history may be incomplete.

4. **Behavioral Disclosure**. The Foster Parent acknowledges that all of the following are true:

    a. The Foster Parent has received and reviewed a copy of the Foster Animal(s)'s behavior evaluation notes, or has waived a behavior evaluation for the Foster Animal(s). (*Select one and Foster Parent to initial*)

        ☐ The Foster Parent has received and reviewed the behavior evaluation notes for the Foster Animal(s). _____

        ☐ The Foster Parent hereby waives the behavior evaluation for the Foster Animal(s). _____

    b. CCAS may have limited knowledge of the Foster Animal(s)'s background, and, while a behavior evaluation endeavors to record all noteworthy behavior of Foster Animal(s), a behavior evaluation may not note all behavioral abnormalities.

5. **Incorporation of General Conditions and Foster Care Manual**. The General Conditions attached hereto are incorporated in and made a part of this Agreement as though fully set forth herein. The Foster Parent agrees to satisfy the requirements of the General Conditions of this Agreement. The requirements of the "Contra Costa County Animal Services Department Foster Care Manual," and any future updates thereto (the "CCAS Foster Care Manual"), are incorporated in and made a part of this Agreement as though fully set forth here. By signing this Agreement, the Foster Parent acknowledges that they have received a copy of the CCAS Foster Care Manual. Any future updates to the CCAS Foster Care Manual will be emailed to the Foster Parent at their email address identified in Section 2(b).

6. **For Owned-Animal and Finder-Foster Agreements Only**. If this Agreement is an Owned-Animal Agreement or a Finder-Foster Agreement, the General Conditions of this Agreement are modified, as follows:

    a. Section 11(c)(vii) of the General Conditions requiring that Foster Parents act as adoption ambassadors for the Foster Animal(s), is deleted in its entirety.

    b. Section 11(i)(i) of the General Conditions is deleted in its entirety and replaced with new Section 11(i)(i), to read: "The Foster Parent is no longer able to fulfill the terms of this Agreement or comply with the CCAS Foster Care Manual, except where the CCAS Foster Care Manual directs the Foster Parent to acts as an adoption ambassador to encourage the Foster Animal(s)'s adoption."

7. **For Owned-Animal Agreements Only**. If this Agreement is an Owned-Animal Agreement, the Foster Parent shall not post pictures of the Foster Animal(s) on any social media page, including but not limited to Facebook, Instagram, X (formerly Twitter), Snapchat, and TikTok. This requirement shall survive the expiration of termination of this Agreement.

8. **For Finder-Foster Agreements Only.** If this Agreement is a Finder-Foster Agreement, Section 11(i), below, requiring immediate written notification to CCAS, is amended to add a new subsection (vi), to read: "Foster Parent learns the identity of the Foster Animal(s)'s owner or suspected owner."

[Remainder left blank. Signatures on next page(s).]

SIGNATURE PAGE
(Foster Agreement)

By executing this Agreement, the undersigned Parties enter into this Agreement as of the Effective Date.

FOSTER PARENT

_____
Signature

Name:

Driver's License No.:

DOB:

Residence Address:

Telephone No.:

Email Address (if different from Section 2(b), above):

CONTRA COSTA COUNTY
ANIMAL SERVICES DEPARTMENT

_____
Signature

Name:
Title:

Foster Coordinator's Name:

Foster Coordinator's Telephone No.:

Foster Coordinator's Email Address:

GENERAL CONDITIONS
(Foster Agreement)

9. **Qualifications**. The Foster Parent acknowledges that all of the following are true:

    a. The Foster Parent is at least 18 years of age;

    b. The Foster Parent has no legal, physical, or other restrictions that prohibit the Foster Parent from caring for the Foster Animal(s) in accordance with the terms of this Agreement; and

    c. Neither the Foster Parent, nor anyone currently residing at the Foster Parent's residence, has ever been charged with or found guilty of violating any local, state, or federal law concerning the welfare of, or cruelty to, animals.

10. **Compensation**. The Foster Parent's participation in this Agreement is voluntary, and as such, the Foster Parent will receive no compensation of any kind under this Agreement. CCAS will provide food, veterinary care, and medications for the term of Foster Term.

11. **Foster Parent Obligations**. The Foster Parent shall satisfy the following obligations:

    a. Foster Term. The Foster Parent shall retain only temporary physical custody of the Foster Animal(s) for the length of the Foster Term, or until the Foster Animal(s) has or have been adopted or reunited with their owner, whichever occurs first. The Foster Parent must return the Foster Animal(s) to CCAS at the end of the Foster Term, or immediately in accordance with Section 2(c) above, upon the request of CCAS.

    b. Responsiveness. The Foster Parent shall respond to all communications from CCAS staff or potential adopters within 24 hours.

    c. CCAS Foster Care Manual. The Foster Parent shall read and comply with the CCAS Foster Care Manual, including but not limited to by:

        i. Implementing an enrichment plan for the Foster Animal(s), if required by CCAS.

        ii. Checking in regularly with their assigned Foster Mentor, especially regarding any behavioral concerns observed in the Foster Animal(s).

        iii. Feeding the Foster Animal(s) separately from all other pets in the Foster Parent's residence.

        iv. Abiding by the guidelines and protocols regarding the proper care of Foster Animal(s), as outlined in the section titled "Proper Housing and Care Requirements" of the CCAS Foster Care Manual.

v. Scheduling follow-up medical appointments and vaccine booster shots, as required by the unique needs of the Foster Animal(s).

vi. Crate training the Foster Animal(s).

vii. Acting as an adoption ambassador to encourage the Foster Animal(s)'s adoption, as requested by CCAS.

d. Applicable Law. The Foster Parent shall abide by all applicable local, state, and federal laws related to animal welfare.

e. No Breeding. The Foster Parent shall not allow the Foster Animal(s) to breed or be used for breeding.

f. Physical Possession. The Foster Parent shall not transfer physical possession, custody, or control of the Foster Animal(s) to any other person for any length of time without the prior written consent of CCAS.

g. Supervision. The Foster Parent shall not allow the Foster Animals(s) to be alone or unsupervised with any person under the age of 18 without the prior written consent of CCAS.

h. Inspection. The Foster Parent shall provide, upon 24-hours advance notice from CCAS, access to their residence identified above for purposes of an inspection to ensure compliance with this Agreement.

i. Communication. The Foster Parent shall immediately advise CCAS in writing, by emailing the foster department at fosterprogram@asd.cccounty.us, and calling: 925-723-2789, if any of the following occur:

i. The Foster Parent is no longer able to fulfill the terms of this Agreement or comply with the CCAS Foster Care Manual.

ii. The Foster Animal(s) display(s) any aggressive behavior, including but not limited to resource guarding, reactivity, prey drive, aggression towards people or other animals.

iii. The Foster Parent develops concerns about the Foster Animal(s)'s health; or there has been an adverse change in the Foster Animal(s)'s behavior or physical condition, including but not limited to biting, extreme lethargy, loss of appetite, breathing difficulty, or unusual weight gain or weight loss; or the Foster Animal(s) has/have escaped from the Foster Parent's custody, or has/have died.

iv. The Foster Parent or any other person is injured by the Foster Animal(s).

v. There is a change in the Foster Parent's residence. If a change in residence will result in moving outside of Contra Costa County, the Foster Parent shall notify CCAS in writing at least one month prior to the move.

j. Emergency Medical Care. If the Foster Animal(s) experience(s) a medical emergency, the Foster Parent shall follow the CCAS Foster Care Manual's "At a Glance" instructions, and immediately transport the Foster Animal(s) to CCAS or an authorized veterinary clinic to receive appropriate care, as directed by the CCAS Foster Care Manual. CCAS has the sole authority to make all medical decisions for the Foster Animal(s), except in the event of an emergency after which the Foster Parent has attempted to contact CCAS.

k. Routine Medical Care. The Foster Parent shall schedule and transport the Foster Animal(s) to CCAS for all routine, non-emergency veterinary care. CCAS will provide all routine, non-emergency veterinary care for the Foster Animal(s). The Foster Parent shall follow all medical instructions given by CCAS veterinary staff.

12. **Release**. The Foster Parent releases the County, its officers, employees, and representatives ("Released Parties") from all liabilities, costs, damages, and expenses (collectively, "Liabilities") connected with or arising from any damage, injury, or death caused or contributed to by the Foster Animal(s) during the Term of this Agreement; and the Foster Parent expressly waives the right to make any claim against any Released Parties for such Liabilities and expressly waives all rights provided by section 1542 of the California Civil Code, which reads: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOW BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." This Section 12 shall survive the expiration or termination of this Agreement.

13. **Consequences of Violation**. The Foster Parent understands and acknowledges that, if the Foster Parent violates any requirement of this Agreement, the CCAS Director, or designee, at their sole discretion, may terminate this Agreement and disqualify the Foster Parent from any future participation in CCAS foster programs. The Foster Parent further understands and acknowledges that, depending on the circumstances, a violation of this Agreement might also constitute a violation of a local, state, or federal law.

14. **No Third-Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

15. **Amendment**. This Agreement may not be modified or amended except in a writing signed by all Parties hereto.

16. **Construction**. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

17. **Waiver**. A waiver of breach of any obligation under any provision in this Agreement shall not be deemed a waiver of any other obligation under any provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

18. **Governing Law**. This Agreement shall be governed and construed in accordance with California law.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same instrument.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4081 **Agenda Date:** 10/7/2025 **Agenda #:** C.8.

To: Board of Supervisors

From: Gus Kramer, County Assessor

Report Title: Recovery Costs for Maintaining Use Codes for Special Taxes

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of $0.09 per special assessment and credit that amount to the Assessor's account 1600-9607, pursuant to Board Resolution No. 84/332.

FISCAL IMPACT:
This action would allow the County to recover costs incurred in collecting special taxes on behalf of local agencies.

BACKGROUND:
The Assessor has developed and attempted to maintain parcel use codes for the internal use of this office and is not required to maintain such codes for other purposes. Local agencies imposing special taxes have made use of the parcel use codes in collecting special taxes. Government Code Sections 50077(b) and 53978(d) authorize the County to deduct from special tax proceeds its reasonable costs incurred in collecting special taxes on behalf of local agencies.

CONSEQUENCE OF NEGATIVE ACTION:
Denial of this action would prevent the County from recovering its costs incurred in collecting special taxes on behalf of local agencies.

ABSTAIN: None.

RESOLUTION NO. 84/332

RECEIVED
JUN 12 1984
CONTRA COSTA
COUNTY ASSESSOR

SUBJECT: Recovery of costs of maintaining use codes for special taxes

The Board of Supervisors of Contra Costa County RESOLVES THAT:

WHEREAS the Assessor has developed and maintained parcel use codes for the internal use of his office and is not required to maintain such codes for other uses,

WHEREAS the County Administrator has advised that the only practical way that local agency special tax ordinances can be implemented and such taxes can efficiently be collected is by using the Assessor's use codes to apply the appropriate amount of special taxes to each parcel in the taxing agency;

WHEREAS the Assessor obtains no benefits from the use of such codes by the local agencies that need the codes to collect their special taxes,

WHEREAS the Assessor is in need of financial assistance in order to continue to adequately maintain the use codes necessary for such special taxes and may not be able to continue to adequately maintain such codes without financial assistance,

WHEREAS the Assessor may well discontinue maintaining use codes for his internal use, considering the costs of maintaining such codes in relation to the benefits obtained from his internal use of the codes,

WHEREAS the public interest requires that the Assessor's use codes continue to be adequately maintained and be available to local agencies for their use in collecting special taxes,

WHEREAS Government Code §§50077(b) and 53978(d) authorize the County to deduct its reasonable costs incurred in collecting special taxes on behalf of local agencies;

NOW, THEREFORE, it is by this Board ordered that the total of all costs of maintaining the Assessor's use codes for the year, including all personnel, equipment and material costs necessary for such maintenance, shall annually be determined by the Assessor and, upon approval by this Board, shall be deducted by the Auditor from the proceeds of special taxes collected for the year by the County for the local agencies in the County. The total of such deductions shall be credited to the Assessor's account for 9606-1647.
Said deductions shall be made from the proceeds of each local agency imposing a special tax according to the following formula:

$$\text{Deductions from Special Tax Proceeds of the Local Agency} = \frac{\text{(Number of Parcels in the Local Agency)}}{\text{(Total Number of Parcels in all Local Agencies Imposing Special taxes)}} \times \text{(Assessor's Total Annual Costs of Maintaining Use Codes)}$$

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

ATTESTED: June 5, 1984

J.R. OLSSON, COUNTY CLERK
and ex officio Clerk of the Board

D Brunelle

Orig. Dept.:
cc: Assessor
Auditor-Controller
Treasurer-Tax Collector
Administrator
Local Agencies Imposing Use Codes

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4082 **Agenda Date:** 10/7/2025 **Agenda #:** C.9.

To: Board of Supervisors

From: Joanne M. Bohren, CPA, County Auditor-Controller

Report Title: Annual Report on Revolving and Cash Difference Funds, Overage Fund, and Shortages for fiscal year 2024-2025.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Annual Report on Revolving and Cash Difference Funds, Overage Fund, and Shortages for fiscal year 2024-2025 from the County Auditor-Controller.

FISCAL IMPACT:
None.

BACKGROUND:
Provisions of Government Code Sections 29321.1 and 29370.1 and Contra Costa County Board of Supervisors Resolution No. 92/525 authorize the County Auditor-Controller to establish, increase, reduce, or discontinue Revolving Funds and Cash Difference Funds. Provisions of Government Code Sections 29380.1 and 29390.1 and Contra Costa County Board of Supervisors Resolution No. 83/1062 authorizes the County Auditor-Controller to replenish the Cash Difference Funds and to transfer money in the Overage Fund to the General Fund. With respect to those authorities and to conform with Government Code Sections 29321.1, 29370.1, 29380.1, and 29390.1, the County Auditor-Controller submits this report showing the officers and details of the balances of the Revolving and Cash Difference Funds, Overage Fund, and Shortages for fiscal year 2024-2025.

CONSEQUENCE OF NEGATIVE ACTION:
The County Auditor-Controller would not comply with Government Code Sections 29321.1, 29370.1, 29380.1, and 29390.1.

Office of the Auditor-Controller
Contra Costa County

Joanne M. Bohren, CPA
Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 608-9300
Fax (925) 608-9395

Harjit S. Nahal
Assistant Auditor-Controller

October 7, 2025

TO: Honorable Board of Supervisors

FROM: Joanne M. Bohren, CPA, Auditor-Controller

SUBJECT: Annual Report on Revolving and Cash Difference Funds, Overage Fund, and Shortages

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Provisions of California Government Code Sections 29321.1 and 29370.1 and the Contra Costa County Board of Supervisor's Resolution No. 92/525 authorize the County Auditor-Controller to establish, increase, reduce or discontinue Revolving Funds and Cash Difference Funds.

Provisions of California Government Code Sections 29380.1 and 29390.1 and the Contra Costa County Board of Supervisor's Resolution No. 83/1062 authorize the County Auditor-Controller to replenish the Cash Difference Funds and to transfer money in the Overage Fund to the General Fund.

With respect to those authorities and to conform to California Government Code Sections 29321.1, 29370.1, 29380.1, and 29390.1, this report is submitted to show the details of the following balances as of and for the year ended June 30, 2025.

Revolving and Cash Difference Funds within General Fund 100300	$ 296,086.22
Other Revolving Funds	31,757.05
Overages	1,032.42
Shortages	3,577.56

Balances of Revolving Funds and Cash Difference Funds Within General Fund 100300

Ledger Account #	Title	Officer	Amount
0008	Sheriff-Coroner	David O. Livingston, Sheriff-Coroner	$ 16,000.00
0009	Social Services	Marla Stuart, Director	15,700.00
0012	Public Works Petty Cash	Warren Lai, Director	3,640.00
0013	Personnel Petty Cash	Ann Elliott, Director	700.00
0014	Agriculture Petty Cash	Matthew Slattengren, Commissioner-Director	450.00
0016	Treasurer-Tax Collector	Daniel M. Mierzwa, Treasurer-Tax Collector	1,095.00
0018	County Counsel	Thomas L. Geiger, County Counsel	50.00
0023	County Clerk-Recorder	Kristin B. Connelly, Clerk-Recorder	3,050.00
0024	In Home Support Services	Marla Stuart, Director	500.00
0027	Health Services	Dr. Grant Colfax, Director (effective August 19, 2025)	640.00
0032	Auditor-Controller	Joanne M. Bohren, CPA Auditor-Controller (effective August 11, 2025)	200.00
0033	Public Defender	Ellen McDonnell, Public Defender	1,000.00
0037	District Attorney	Diana Becton, District Attorney	50,000.00
0041	Office of Emergency Services	David O. Livingston, Sheriff-Coroner	100.00
0043	Animal Services	Ben Winkleblack, Director	700.00
0045	Veterans' Resources Center	Joshua Zebley, Veteran's Services Officer	39.69
0046	Assessor	Gus S. Kramer, Assessor	160.00
0048	Law Library	Alison McKee, County Librarian	150.00
0049	EHS Immediate Need Imprest	Marla Stuart, Director	200,000.00
0051	Public Administrator	Marla Stuart, Director	2,000.00
0053	MAC Bay Point	Shanelle Scales-Preston, Supervisor, District V	100.00
0058	Risk Management	Karen Caoile, Risk Manager	(188.47)
		Total	**$ 296,086.22**

Balances of Revolving Funds and Cash Difference Funds Other Than General Fund

Fund & Ledger Account #	Title	Officer	Amount
113100-0020	DA Forfeiture-Fed DOJ	Diana Becton, District Attorney	$ 3,500.00
113400-0020	CCC Dept. Child Suppt Svcs	Lori Cruz, Director	600.00
120600-0020	County Library	Alison McKee, County Librarian	2,710.00
131100-0010	Treasurer-Tax Collector	Daniel M. Mierzwa, Treasurer-Tax Collector	(26,502.95)
140100-0020	Airport Enterprise	Warren Lai, Director	400.00
145000-0020	Hospital Enterprise	Dr. Grant Colfax, Director (effective August 19, 2025)	37,000.00
202000-0020	CCC Fire Protection	Chief Lewis Broschard	900.00
248900-0020	County Service Area M-17	Warren Lai, Director	5,000.00
275800-0020	County Service Area R-7	Warren Lai, Director	5,000.00
276000-0020	County Service Area R-10	Warren Lai, Director	3,000.00
816100-0048	Law Library Trust	Carey Rowan, Director	150.00
		Total	**$ 31,757.05**

Overages

Overage Fund 810900

Account #	Title	Amount
OF 5000355	Recorder's Office	$ 1,020.00
OF 5000043	Elections	1.76
OF 5000280	Conservation and Development	1.24
OF 5000501	EHSD Administration	2.06
Fund and Ledger Account # 120600-0621	County Library*	7.36
	Total	**$ 1,032.42**

Overages were transferred to General Fund Revenue on July 12, 2025, as permitted by California Government Code Section 29380.1.

* Library overages have been deposited to the County Library Fund.

Shortages

Fund and Ledger Account #	Title		Amount
100300-0015	Treasurer Tax Collector	$	270.75
100300-0355	Clerk-Recorder		2,856.81
100300-2578	Sheriff		450.00
	Total	**$**	**3,577.56**

Shortages were replenished during fiscal year 2024-2025 in accordance with California Government Code Section 29390.1.

File #: 25-4083 **Agenda Date:** 10/7/2025 **Agenda #:** C.10.

Recommendation

APPROVE AND AUTHORIZE County Counsel, or designee, on behalf of the Auditor-Controller, to enter into tolling agreements for three matters: *Golden State Water Company v. County of Contra Costa*, Contra Costa Superior Court Case No. C23-02606, *Golden State Water Company v. County of Contra Costa*, Contra Costa Superior Court Case No. C24-01879, and *Zayo Group, LLC v. County of Contra Costa*, Contra Costa Superior Court Case No. C24-01130, related to Golden State Water Company's claims for refund of property taxes for the 2018-2019 and 2019-2020 fiscal years, and Zayo Group LLC's claim for refund of property taxes for the 2019-2020 fiscal year.

Fiscal

No negative fiscal impact.

Background

Under the California Constitution, certain property owned or used by unitary water and telecommunications companies, among others, is annually assessed by the State Board of Equalization ("BOE"). (Cal. Const., article XIII, § 19.) The amount of these "unitary property" assessments attributed to the County by the BOE are then taxed by the County in accordance with a statutory formula. (See Rev. & Tax. Code, § 100.) The Auditor-Controller uses the amount of unitary property assessments annually provided by the BOE to calculate the amount of taxes to be levied on these properties in accordance with a formula mandated by state law. (Rev. & Tax. Code, § 100).

Golden State Water Company and Zayo Group, LLC are water and telecommunications companies, respectively, that contest the tax rates applied to their unitary property for the 2018-2019 and 2019-2020 fiscal years.

In March 2023, Golden State Water Company submitted a claim for partial refund of property taxes for the 2018-2019 fiscal year, pursuant to Revenue and Taxation Code section 5097. Through this claim, Golden State Water Company requested that the County refund the sum of $52,654.67, plus appropriate interest. On October 13, 2023, Golden State Water Company filed a complaint against the County to seek a refund of these property taxes - *Golden State Water Company v. County of Contra Costa*, Contra Costa Superior Court Case No. C23-02606 ("Action 1").

In December 2023, Golden State Water Company submitted a claim for partial refund of property taxes for

the 2019-2020 fiscal year, pursuant to Revenue and Taxation Code section 5097. Through this claim, Golden State Water Company requested that the County refund the sum of $62,202.25, plus appropriate interest. On July 18, 2024, Golden State Water Company filed a complaint against the County to seek a refund of these property taxes - *Golden State Water Company v. County of Contra Costa*, Contra Costa Superior Court Case No. C24-01879 ("Action 2").

In November 2023, Zayo Group, LLC, submitted a claim for partial refund of property taxes for the 2019-2020 fiscal year, pursuant to Revenue and Taxation Code section 5097. Through this claim, Zayo Group, LLC, requested that the County refund the sum of $76,725.18, plus appropriate interest. On April 26, 2024, Zayo Group, LLC, filed a complaint against the County to seek a refund of these property taxes - *Zayo Group, LLC v. County of Contra Costa*, Contra Costa Superior Court Case No. C24-01130 ("Action 3").

Golden State Water Company and Zayo Group, LLC, request refunds on the asserted basis that the unitary tax rate applied to compute their property taxes exceeded the rate allowed under the constitution. However, the County is given no discretion in its calculation of the unitary tax rate; it is a mandated formula set by the State. Further, recent decisions from First, Third, Fifth and Sixth Appellate Districts of the Court of Appeal of California have affirmed the constitutionality of the rate. (*Pacific Bell Telephone Co. v. County of Napa* (2025) 112 Cal.App.5th 952; *Pacific Bell Telephone Co. v. County of Placer* (2025) 111 Cal.App.5th 634; *Pacific Bell Telephone Co. v. County of Merced* (2025) 109 Cal.App.5th 844; *County of Santa Clara v. Sup. Ct.* (2023) 87 Cal.App.5th 347.) Similar lawsuits are currently pending on appeal in the remaining two Appellate Districts within California: Second Appellate District, *Pacific Bell Telephone Co. et al. v. County of Ventura et al.* (Case No. B337518); and, Fourth Appellate District, *Pacific Bell Telephone Co. et al. v. County of Riverside et al.* (Case No. E083505) (collectively, the "Pacific Bell Actions").

To provide the parties with sufficient time to await the outcome of the cases in the other Appellate Districts, and resolve the next steps for handling these claims, the parties have proposed tolling agreements. Under the terms of the proposed tolling agreements, (1) in each Action, the limitations periods are tolled beginning the date when complaints are filed in each Action, until cancelled by one of the parties upon thirty (30) days' notice; (2) the parties agree not to take any legal action related to the three claims during the tolling period; (3) Golden State Water Company agrees to dismiss Actions 1 and 2, without prejudice; (4) Zayo Group, LLC, agrees to dismiss Action 3, without prejudice; and (5) Golden State Water Company and Zayo Group, LLC, waive any claims for the recovery of prejudgment interest from the date when complaints are filed in each of their respective Actions onward, including but not limited to interest under Revenue and Taxation Code section 5151. Entering into the tolling agreements would benefit the County because interest on any potential judgments against the County would be waived from the period beginning when complaints are filed in each Action.

Consequence of Negative Action

Failure to take this action may result in the County paying prejudgment interest on each of the three claims.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4084 **Agenda Date:** 10/7/2025 **Agenda #:** C.11.

To: Board of Supervisors

From: Internal Operations Committee

Report Title: Updates to the County's Social Media Policy

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE changes to the County's Social Media Policy, last updated in August 2023, as summarized below and in Attachments 1 (no mark-up) and 2 (mark-up), and DIRECT the County Administrator to promulgate the updated policy:

Proposed Changes to the Social Media Policy	Rationale for Changes
Define direct messaging and allow its disabling	To avoid receiving inappropriate content
Clarify advertising guidelines	To prevent perceived endorsements
Allow personal accounts for page management, in compliance with the administrative requirements of most social media platforms	To improve authenticity and access
Ensure archiving of records	To comply with retention requirements
Allow departments the discretion to disable of comments for safety	To protect employees from harassment and reduce mis- and disinformation

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Social media is optional for departments but serves as a valuable communication tool. The Board of Supervisors approved the County's first Social Media Policy in June 2014, updated in August 2023. This policy promotes consistency across over 100 county accounts on platforms like Facebook, LinkedIn, Instagram, Twitter (X), NextDoor, and YouTube, while allowing departmental flexibility. It offers guidance on content, emergency use, public forum commenting, and records retention. The Board requests annual updates on the Social Media Policy. The Office of Communication and Media (OCM) worked with department public information officers and Department Heads to review and update the policy.

On September 22, 2025, OCM Director Kristi Jourdan presented proposed revisions to the Social Media Policy to the Internal Operations Committee. The updates incorporate definitions of new terminology and offer

clarification or modifications to certain policies to enhance the ability to respond effectively to emerging threats and situations. She also highlighted the need to archive social media records for compliance and allow departments to disable comments when safety concerns arise.

Ms. Jourdan concluded by discussing the implications of artificial intelligence on content creation and the County's cautious approach regarding TikTok due to security concerns. The IOC and County department information officers remain concerned about potential AI misuse. The County has an AI Policy and staff recognize the future intersections between AI and content creation. Both the Social Media and AI policies will be reviewed and updated regularly to maintain their relevance.

The County tracks its webpages and accounts with limited media monitoring tools, while public information officers and webmasters routinely monitor and report social media issues. Besides reporting to social media platforms, the best approach continues to be the sharing of accurate updates on the County's efforts to improve community life. Following recent AI misuse incidents, the Committee instructed the OCM to create a protocol for addressing false content about County government.

Ms. Jourdan also reported on President Trump's announcement on September 19th regarding a U.S.-China agreement to retain TikTok's presence in the United States, with Oracle managing TikTok's algorithm for U.S. users. With the potential relocation and management of TikTok data on U.S. servers, the risk of international data leakages is reduced. However, other risks remain. ByteDance retains ownership and may influence updates and algorithm licensing. Additionally, the TikTok application itself may continue to pose device-level risks, including data collection and the potential for malware on certain mobile operating systems. The DoIT Information Security team advises ongoing monitoring and reassessment once Oracle fully implements its TikTok venture.

DoIT currently does not recommend restricting TikTok or other third-party social media applications. However, County-issued devices should be used only for County business needs and in accordance with baseline cybersecurity requirements as per current administrative and IT usage, security, and external vendor policies.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board declines to accept the recommendations, County departments will lack centralized and easily accessible guidance on social media administration and troubleshooting.

Contra Costa County - Social Media Policy
9/22/25

Contents:

I. Definitions
II. Social Media Usage
    a. Process for Posting Social Media
    b. Information Posted on Social Media Sites
    c. Advertising on Social Media
    d. Use of Social Media During Countywide Emergency Events
III. The Public Records Act & Retention of Posted Information
IV. Employees' Personal Social Media Accounts

Social media is an important tool that can be used as part of a comprehensive communications strategy for providing time-sensitive information and increases the ability for the County to share its messages to the widest possible audience, including audiences that might not seek information through more established messaging channels like radio and television. Social media can help the County government build trust with the community, solve problems, and provide a better understanding of how County government improves the quality of life for Contra Costa County residents.

This policy establishes guidelines governing the use of social media by Contra Costa County departments and employees for informing the public about County programs and services. No changes can be made to this policy without Board of Supervisors approval.

I. Definitions

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

Content: Any text, metadata, quick response (QR) codes, digital recordings, videos, graphics, photos, or links on approved sites.

Direct Messaging: A private form of communication on social media where messages are sent between two or more users, visible only to the sender and recipient(s).

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Post: The act of publishing content on a site.

Profile: Information that a user provides about themselves on a social networking site.

Public Record: Includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Social Media Comment Policy: An external facing social media policy used to set guidelines and protocols for public interaction with County content on social media accounts.

Social Media Representative: A County employee designated to establish and/or maintain a social media account on behalf of the County, departments, or divisions. Each representative must be

designated by the department or division before they begin utilizing social media on the County's behalf.

Social Media: Internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing. These online technologies are operated by non-County hosted services and are used by the Department. Examples include but are not limited to blogs, microblogs, wikis, social and professional networks, video or photo sharing, and social bookmarking.

- Examples include but are not limited to Facebook (social networking), YouTube (video sharing), Twitter (microblogging), Instagram (social networking), Pinterest (social networking) and LinkedIn (professional networking). Social media should be understood to include any web-based tool that allows for open communication on the internet, including but not limited to micro-blog sites (Twitter,) social networking sites (Facebook, LinkedIn, Nextdoor) video-sharing sites (YouTube,) and image-sharing sites (Instagram).

Terms of Service: The set of rules and regulations a provider attaches to a software service or web-delivered product.

II. Social Media Usage

A. PROCESS FOR POSTING SOCIAL MEDIA:

When using social media, County departments shall do the following prior to posting content:

1) Have an official business or public purpose in posting the media that clearly serves County objectives;

2) Review the Terms of Service for the site where the social media will be posted and, as appropriate, obtain approval from County Counsel and the department's CAO analyst before agreeing to the Terms of Service;

3) Check that content to be posted complies with County policies, including but not limited to technology use and personnel policies;

4) Ensure federal, state, and local laws are followed, including:

a) Copyright law: For example, posting a video, image (including individuals' names or likenesses), or music without receiving a license or authorization may violate copyright law;

b) Trademark law; and

c) Other third-party rights, including individuals' rights of privacy, are respected.

5) Direct any questions regarding legal issues, including compliance with trademark and copyright laws, to the Office of the County Counsel.

6) Publish using platform and tools approved by the Office of Communications and Media.

7) Adjust settings to allow public comments only on County social media posts and not directly on County platforms.

8) Reset the social media password after a Social Media Representative is removed as a social media account administrator;

The Office of Communications and Media reserves the right to terminate any County social media site at any time.

B. INFORMATION POSTED ON SOCIAL MEDIA SITES

1) Social media should be used by County departments to communicate County information to the public, but not for other purposes.

2) To help prevent errors and liability issues, social media postings should be made by a Social Media Representative for the department who has been authorized to do so by the Department Head. The Social Media Representative shall only post content reflecting the views of the County, not his or her personal views or concerns.

3) If a mistake occurs, the department should correct the mistake as soon as it is made aware of the error. If an earlier post is modified, it should be clear that the posting has been corrected. Consider designating corrections with “Fixed link” or “Fact correction” prior to the correction.

4) The public is not allowed to post content on a County platform but, if permitted by the department, may comment on posts made by the County If public comment is permitted, social media account settings shall be adjusted to enable public comments only on individual posts, not on the Department’s overall platform or page.

County departments may allow public comments on all platforms. County departments must moderate any such comments.

5) County departments may not post the following content and must remove any such content, regardless of whether posted by the County department or outside individuals:

· Electioneering for or against candidates or issues, unless such promotion or opposition is inherently related to discussion of an item posted by the County

· Information affiliated with political campaigns

· Confidential information

· Content that is unrelated to the post or work done by the County

· Threats against any person or organization

· Highly repetitive posts that amount to harassment

· Obscenity, profanity, and vulgar language

· Promotion of discrimination

· Indication or encouragement of illegal activity

· Advocacy of violence

· Spam or links to unrelated sites

· Promotions of services, products or political candidates or organizations

· Infringement of copyrights, trademarks, or other intellectual property

· Information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations

· Personal or sensitive information (social security numbers, credit card numbers, medical information, account numbers, banking information, phone numbers, email addresses, postal addresses, and similar materials).

For questions about whether a posting falls within one of the above categories or whether a posting containing content not appearing on the list should be removed, the County department should contact the Office of County Counsel prior to taking action to remove the post.

7) County departments should direct users back to the County's website when appropriate and possible for further information;

8) County departments must use branding, such as logo use, on social media postings;

9) County departments are encouraged to use social media platforms to share information about partnerships that align with the County's mission and objectives, and to highlight collaborative efforts, shared initiatives, and joint achievements .

10) County departments should include the Social Media Comment Policy (see Appendix A), indicating the discussion is moderated and inappropriate content will be removed, if the profile settings can accommodate it. If the profile settings cannot accommodate the Social Media Comment Policy, the social media site shall include a link to the policy. This Social Media Comment Policy must be included, or a link provided to the policy, on all social media sites.

11) County departments may choose to disable Direct Messaging on County social media accounts. However, if Direct Messaging is disabled, county departments must provide an alternate method for members of the public to contact the department, such as an email address or phone number.

12) Direct or indirect communications between members of a legislative body, such as members of the Board of Supervisors, commissions and/or boards, should be strictly avoided to prevent potential violations of the Brown Act or the Better Government Ordinance. Among other precautions, members of legislative bodies should not respond to, "like," "share," resend or otherwise express opinions about any issue within the subject matter jurisdiction of the body.

13) If any County department posts an item regarding a specific Supervisorial district, the Department must notify the District office before tagging and posting.

C. ADVERTISING ON SOCIAL MEDIA

1.) Purpose: If a County department chooses to advertise on social media, the advertising should align with the County's mission, priorities, and strategic goals, focusing on informing, educating, and engaging the public.

2.) Content: Ads must be clear, accurate, and consistent with County messaging. Ads must not include endorsements, testimonials, or promotion of private entities or political positions, and should avoid content that could be perceived as partisan, promotional, or controversial.

3.) Targeting: Ad targeting should be inclusive and nondiscriminatory, ensuring fair access to information for all audiences. Use targeting to enhance reach and relevance while respecting privacy and equity.

D. USE OF SOCIAL MEDIA DURING COUNTYWIDE EMERGENCY EVENTS

1) In the event of an emergency, County departments should coordinate all social media content with the Office of Communications and Media, unless otherwise directed by the County Administrator.

2) To ensure that messages are consistent across the various accounts and platforms managed by the County, with permission of the CAO, County Public Information Officer (PIO) or designee, will take the lead in delivering County emergency information via social media and keep the CAO and the Office of Communications and Media informed.

3) Depending upon the incident, communication managers may be asked to point to specific departmental social media sites that will serve as the main source of information.

III. **The Public Records Act & Retention of Posted Information**

A. Information posted on County social media sites is subject to the California Public Records Act.

B. Departments must retain comments, posts, and other content on County social media sites, including prohibited content removed by staff, for the period required by law and in accordance with department policy. Records of removed prohibited content must include the name of the staff member who removed the content, and the date, time and reason for the removal.

C. Departments must use and approved archiving tools to capture, store, and manage all social media activity. Archiving solutions should ensure that records are searchable, accessible, and compliant with retention and public disclosure requirements.

IV. **Employees' Personal Social Media Accounts**: The line between personal and professional, public, and private can be easily blurred in social media. The following guidelines, in addition to those in the County's Administrative Bulletins, must be followed when using a personal social media account:

A. Because many social media platforms require personal accounts for administrative access, personal social media accounts may be used to manage County media accounts. When using personal accounts for County page management, the following guidelines should be followed :

1. **Maintain Professional Boundaries**: Staff should use their personal accounts solely for administrative purposes. Staff should remain mindful of their roles and avoid any activity that

could blur the lines between their personal and professional identities, such as interjecting personal opinions or information into County posts.

2. **Do Not Speak on Behalf of the County**: Staff should refrain from using personal accounts to make statements or comments as an official County representative unless specifically authorized.

B. Employees with personal social media accounts are prohibited from posting on their accounts confidential information obtained from the County, such as personnel data, medical information, and attorney-client privileged information.

C. When commenting on County business, employees, supervisors, or policies on a personal account, employees should take care to make it clear that their personal opinions are their own and do not represent the official policy position of the County.

APPENDIX A

Contra Costa County's Social Media Comment Policy:

Social media is an important tool that can be used as a channel for disseminating time-sensitive information and as a communications tool which increases the ability of the County to broadcast its messages to the widest possible audience and include new audiences that don't rely on traditional media channels.

Social media can help us build our community, improve knowledge, solve problems, and provide a better understanding of how our work impacts the quality of life for residents. This policy governs all sites and websites of Contra Costa County. Public comments expressed on our social media channels do not reflect the opinions of the County, nor do we approve the content of any public commentary on our social media channels. You, as the commenter, are responsible for the content of your messages. Our social media channels are limited to discussion of matters related to the County and its mission. We welcome all comments, questions, and concerns about these topics that foster discussion and communication.

To further this goal, the County reserves the right to delete, hide comments, without notice, that contain:

- Electioneering for or against candidates or issues, unless such promotion or opposition is inherently related to discussion of an item posted by the County
- Information affiliated with political campaigns
- Confidential information
- Content that is unrelated to the post or work done by the County
- Threats against any person or organization
- Highly repetitive posts that amount to harassment
- Obscenity, profanity, and vulgar language
- Promotion of discrimination
- Indication or encouragement of illegal activity
- Advocacy of violence
- Spam or links to unrelated sites
- Promotions of services, products or political candidates or organizations
- Infringement of copyrights, trademarks, or other intellectual property
- Information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations
- Personal or sensitive information (social security numbers, credit card numbers, medical information, account numbers, banking information, phone numbers, email addresses, postal addresses, and similar materials).

The County's use of external social media is provided as a public service.

By commenting, you are subject to the Terms of Service of the host site. Posting comments to this site will grant the County and anyone reading this site permission to copy, distribute, make derivatives, display, or perform the commenter's work.

The comments posted on this site do not reflect the views of Contra Costa County or its elected officials and employees. Reference in any comment to a viewpoint, product, service, entity, or organization is solely attributable to the individual commenter. Comments may not be reproduced for the purpose of stating or implying County endorsement or approval of any viewpoint, product, service, entity, or organization. Inappropriate comments may remain posted for a significant amount of time prior to being noticed and deleted by an administrator; however, this should not be construed as an approval of the comment or an exception to the comment policy.

Comments made through the County's online locations will in no way constitute a legal or official notice or comment to the County or any County official or employee for any purpose. Additionally, emails or messages sent via this site may not be viewed or responded to. Communications with County elected officials, officers and employees should be made through correspondence to their physical addresses or County email addresses.

This policy is subject to amendment or modification at any time to ensure that use of this site is consistent with its purpose as a limited forum.

Contra Costa County - Social Media Policy
9/22/25

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- Examples include but are not limited to Facebook (social networking), YouTube (video sharing), Twitter (microblogging), Instagram (social networking), Pinterest (social networking) and LinkedIn (professional networking). Social media should be understood to include any web-based tool that allows for open communication on the internet, including but not limited to micro-blog sites (Twitter,) social networking sites (Facebook, LinkedIn, Nextdoor) video-sharing sites (YouTube,) and image-sharing sites (Instagram).

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2) Review the Terms of Service for the site where the social media will be posted and, as appropriate, obtain approval from County Counsel and the department's CAO analyst before agreeing to the Terms of Service;

3) Check that content to be posted complies with County policies, including but not limited to technology use and personnel policies;

4) Ensure federal, state, and local laws are followed, including:

a) Copyright law: For example, posting a video, image (including individuals' names or likenesses), or music without receiving a license or authorization may violate copyright law;

b) Trademark law; and

c) Other third-party rights, including individuals' rights of privacy, are respected.

5) Direct any questions regarding legal issues, including compliance with trademark and copyright laws, to the Office of the County Counsel.

6) Publish using platform and tools approved by the Office of Communications and Media.

7) Adjust settings to allow public comments only on County social media posts and not directly on County platforms.

8) Reset the social media password after a Social Media Representative is removed as a social media account administrator;

The Office of Communications and Media reserves the right to terminate any County social media site at any time.

B. INFORMATION POSTED ON SOCIAL MEDIA SITES

1) Social media should be used by County departments to communicate County information to the public, but not for other purposes.

2) To help prevent errors and liability issues, social media postings should be made by a Social Media Representative for the department who has been authorized to do so by the Department Head. The Social Media Representative shall only post content reflecting the views of the County, not his or her personal views or concerns.

3) If a mistake occurs, the department should correct the mistake as soon as it is made aware of the error. If an earlier post is modified, it should be clear that the posting has been corrected. Consider designating corrections with “Fixed link” or “Fact correction” prior to the correction.

4) The public is not allowed to post content on a County platform but, if permitted by the department, may comment on posts made by the County If public comment is permitted, social media account settings shall be adjusted to enable public comments only on individual posts, not on the Department’s overall platform or page.

County departments may allow public comments on all platforms. County departments must moderate any such comments.

5) County departments may not post the following content and must remove any such content, regardless of whether posted by the County department or outside individuals:

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· Information affiliated with political campaigns

· Confidential information

· Content that is unrelated to the post or work done by the County

· Threats against any person or organization

· Highly repetitive posts that amount to harassment

· Obscenity, profanity, and vulgar language

· Promotion of discrimination

· Indication or encouragement of illegal activity

· Advocacy of violence

· Spam or links to unrelated sites

· Promotions of services, products or political candidates or organizations

· Infringement of copyrights, trademarks, or other intellectual property

· Information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations

· Personal or sensitive information (social security numbers, credit card numbers, medical information, account numbers, banking information, phone numbers, email addresses, postal addresses, and similar materials).

•

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8) County departments must use branding, such as logo use, on social media postings;

9) County departments are encouraged to use social media platforms to share information about partnerships that align with the County's mission and objectives, and to highlight collaborative efforts, shared initiatives, and joint achievements .

10) County departments should include the Social Media Comment Policy (see Appendix A), indicating the discussion is moderated and inappropriate content will be removed, if the profile settings can accommodate it. If the profile settings cannot accommodate the Social Media Comment Policy, the social media site shall include a link to the policy. This Social Media Comment Policy must be included, or a link provided to the policy, on all social media sites.

11) County departments may choose to disable Direct Messaging on County social media accounts. However, if Direct Messaging is disabled, county departments must provide an alternate method for members of the public to contact the department, such as an email address or phone number.

12) Direct or indirect communications between members of a legislative body, such as members of the Board of Supervisors, commissions and/or boards, should be strictly avoided to prevent potential violations of the Brown Act or the Better Government Ordinance. Among other precautions,

members of legislative bodies should not respond to, "like," "share," resend or otherwise express opinions about any issue within the subject matter jurisdiction of the body.

13) If any County department posts an item regarding a specific Supervisorial district, the Department must notify the District office before tagging and posting.

C. ADVERTISING ON SOCIAL MEDIA

1.) Purpose: If a County department chooses to advertise on social media, the advertising should align with the County's mission, priorities, and strategic goals, focusing on informing, educating, and engaging the public.

2.) Content: Ads must be clear, accurate, and consistent with County messaging. Ads must not include endorsements, testimonials, or promotion of private entities or political positions, and should avoid content that could be perceived as partisan, promotional, or controversial.

3.) Targeting: Ad targeting should be inclusive and nondiscriminatory, ensuring fair access to information for all audiences. Use targeting to enhance reach and relevance while respecting privacy and equity.

4.)

D. USE OF SOCIAL MEDIA DURING COUNTYWIDE EMERGENCY EVENTS

1) In the event of an emergency, County departments should coordinate all social media content with the Office of Communications and Media, unless otherwise directed by the County Administrator.

2) To ensure that messages are consistent across the various accounts and platforms managed by the County, with permission of the CAO, County Public Information Officer (PIO) or designee, will take the lead in delivering County emergency information via social media and keep the CAO and the Office of Communications and Media informed.

3) Depending upon the incident, communication managers may be asked to point to specific departmental social media sites that will serve as the main source of information.

III. **The Public Records Act & Retention of Posted Information**

A. Information posted on County social media sites is subject to the California Public Records Act.

B. Departments must retain comments, posts, and other content on County social media sites, including prohibited content removed by staff, for the period required by law and in accordance with department policy. Records of removed prohibited content must include the the name of the staff member who removed the content, and the date, time and reason for the removal.

C. Departments must use and approved archiving tools to capture, store, and manage all social media activity. Archiving solutions should ensure that records are searchable, accessible, and compliant with retention and public disclosure requirements.

IV. **Employees' Personal Social Media Accounts**: The line between personal and professional, public, and private can be easily blurred in social media. The following guidelines, in addition to those in the County's Administrative Bulletins, must be followed when using a personal social media account:

1) Because many social media platforms require personal accounts for administrative access, personal social media accounts may be used to manage County media accounts. When using personal accounts for County page management, the following guidelines should be followed :

Maintain Professional Boundaries: Staff should use their personal accounts solely for administrative purposes. Staff should remain mindful of their roles and avoid any activity that could blur the lines between their personal and professional identities, such as interjecting personal opinions or information into County posts.

- **Do Not Speak on Behalf of the County**: Staff should refrain from using personal accounts to make statements or comments as an official County representative unless specifically authorized.

2) Employees with personal social media accounts are prohibited from posting on their accounts confidential information obtained from the County, such as personnel data, medical information, and attorney-client privileged information.

3) When commenting on County business, employees, supervisors, or policies on a personal account, employees should take care to make it clear that their personal opinions are their own and do not represent the official policy position of the County.

APPENDIX A

Contra Costa County's Social Media Comment Policy:

Social media is an important tool that can be used as a channel for disseminating time-sensitive information and as a communications tool which increases the ability of the County to broadcast its messages to the widest possible audience and include new audiences that don't rely on traditional media channels.

Social media can help us build our community, improve knowledge, solve problems, and provide a better understanding of how our work impacts the quality of life for residents. This policy governs all sites and websites of Contra Costa County. Public comments expressed on our social media channels do not reflect the opinions of the County, nor do we approve the content of any public commentary on our

social media channels. You, as the commenter, are responsible for the content of your messages. Our social media channels are limited to discussion of matters related to the County and its mission. We welcome all comments, questions, and concerns about these topics that foster discussion and communication.

To further this goal, the County reserves the right to delete, hide comments, without notice, that contain:

- Electioneering for or against candidates or issues, unless such promotion or opposition is inherently related to discussion of an item posted by the County
- Information affiliated with political campaigns
- Confidential information
- Content that is unrelated to the post or work done by the County
- Threats against any person or organization
- Highly repetitive posts that amount to harassment
- Obscenity, profanity, and vulgar language
- Promotion of discrimination
- Indication or encouragement of illegal activity
- Advocacy of violence
- Spam or links to unrelated sites
- Promotions of services, products or political candidates or organizations
- Infringement of copyrights, trademarks, or other intellectual property
- Information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations
- Personal or sensitive information (social security numbers, credit card numbers, medical information, account numbers, banking information, phone numbers, email addresses, postal addresses, and similar materials).

The County's use of external social media is provided as a public service.

By commenting, you are subject to the Terms of Service of the host site. Posting comments to this site will grant the County and anyone reading this site permission to copy, distribute, make derivatives, display, or perform the commenter's work.

The comments posted on this site do not reflect the views of Contra Costa County or its elected officials and employees. Reference in any comment to a viewpoint, product, service, entity, or organization is solely attributable to the individual commenter. Comments may not be reproduced for the purpose of stating or implying County endorsement or approval of any viewpoint, product, service, entity, or organization. Inappropriate comments may remain posted for a significant amount of time prior to being noticed and deleted by an administrator; however, this should not be construed as an approval of the comment or an exception to the comment policy.

Comments made through the County's online locations will in no way constitute a legal or official notice or comment to the County or any County official or employee for any purpose. Additionally, emails or messages sent via this site may not be viewed or responded to. Communications with County elected

officials, officers and employees should be made through correspondence to their physical addresses or County email addresses.

This policy is subject to amendment or modification at any time to ensure that use of this site is consistent with its purpose as a limited forum.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-319 **Agenda Date:** 10/7/2025 **Agenda #:** C.12.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Proclaim October 2025 as Domestic Violence Awareness Month

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution declaring October 2025 Domestic Violence Awareness Month in Contra Costa County as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
No fiscal impact for this action.

BACKGROUND:
Domestic Violence Awareness Month is a national campaign dedicated to raising awareness about domestic violence. In 1989, Congress declared the month of October to be Domestic Violence Awareness Month (DVAM). Every October, organizations and individuals unite across the country for a national effort to uplift the needs, voices, and experiences of survivors. In 1995, the National Resource Center on Domestic Violence (NRCDV) convened several national domestic violence organizations to launch a new effort to support domestic violence program's awareness and education efforts for DVAM. This collaborative effort became the Domestic Violence Awareness Project (DVAP), which comes up with an annual theme to inspire people to action.

For 2025, the theme for DVAM National Conference is "Care. Community. Connection" this highlights the importance of collective care, the strength found in collaboration, and the essential connections that unite us in community, uplifting our shared commitment to supporting survivors, amplifying their voices, and taking action to end domestic violence.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not recognize Domestic Violence Awareness Month in 2025.

CHILDREN'S IMPACT STATEMENT:
This resolution supports all five of Contra Costa County's community outcomes of the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming October 2025 as Domestic Violence Awareness Month in Contra Costa County:

WHEREAS, in 2024, per the U.S. Department of Justice, Contra Costa law enforcement agencies received 3,252 domestic violence-related calls for service, of which 88% involved the use of a weapon and, per the Coroner's Office and the Contra Costa District Attorney's Office, five domestic violence-related homicides occurred; and

WHEREAS, in recognition of the 2025 National Conference on Domestic Violence theme, "Care. Community. Connection." we celebrate the importance of supporting survivors, amplifying their voices, and working to end domestic violence; and

WHEREAS, for 24 years, the Contra Costa Alliance to End Abuse has advanced the Board of Supervisors' commitment to ending domestic violence through strong public-private partnerships, raising awareness, and innovative prevention and intervention efforts; and

WHEREAS, for over 13 years, the Contra Costa Family Justice Alliance has partnered with more than 80 local and community-based organizations to assist interpersonal violence survivors through four Family Justice Centers in the County, offering healing spaces and survivor leadership and empowerment programs; and

WHEREAS, for 48 years, STAND! for Families Free of Violence, has promoted safe and strong families by offering comprehensive prevention, intervention, and treatment programs to address domestic violence, sexual violence, and child abuse in Contra Costa County; and

WHEREAS, in 2024, STAND! for Families Free of Violence responded to more than 12,000 crisis calls through their 24/7 crisis support hotline (1-888-215-5555), provided emergency shelter and support to hundreds of survivors while meeting their unique needs, delivered immediate emotional support, high-danger lethality screening, and safety planning, and elevated youth voices while training over 1,000 youth on Teen Dating Violence Prevention; and

WHEREAS, for 33 years, Narika has provided culturally responsive services to domestic violence survivors in the Bay Area including Contra Costa County serving over 970 survivors in 2024 through their confidential Helpline, multi-lingual advocacy, case management and peer counseling, transitional housing support, legal resources, support groups, emergency safe nights and transportation, as well as community education and prevention services; and

WHEREAS, since 1976 and through the efforts of their staff attorneys and pro bono volunteers, Contra Costa Senior Legal Services has provided critical free legal services to vulnerable residents aged 60 and older including those facing physical, psychological, and economic abuse, and is committed connecting these individuals with appropriate care and support to thrive; and

WHEREAS, PFLAG Danville-San Ramon Valley Chapter partners with community-based organizations to support and advocate for LGBTQ+ individuals and their loved ones, educate about identities and intersectionality, and address the impact of marginalization, including higher rates of Intimate Partner Violence (IPV) and systemic barriers to support, thereby, enhancing visibility, reducing stigma, advancing IPV prevention, and promoting LGBTQ+ inclusivity.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors urges all residents to actively participate in the efforts to end domestic violence in our communities and does hereby proclaim October 2025 as Domestic Violence Awareness Month.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-320 **Agenda Date:** 10/7/2025 **Agenda #:** C.13.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognition for the designation of the third week of October as National Hunter Syndrome Awareness Day

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution recognition for the designation of the third week of October as National Hunter Syndrome Awareness Day

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognition for the designation of the third week of October as National Hunter Syndrome Awareness Day

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RESOLUTION
Recognition for the designation of the third week of
October as National Hunter Syndrome Awareness Day

Whereas, Hunter syndrome, also known as Mucopolysaccharidosis Type II (MPS II), is a rare genetic disorder affecting approximately 1 in 100,000 to 170,000 live male births worldwide; and

Whereas, the disorder is caused by a deficiency of the iduronate-2-sulfatase (I2S) enzyme, leading to the harmful accumulation of sugars in the body's cells, resulting in progressive damage to the brain and body; and

Whereas, symptoms of Hunter syndrome often appear in early childhood and include developmental delays, physical impairments, and a significantly shortened lifespan;

Whereas, early diagnosis and intervention are critical in improving the quality of life for individuals affected by Hunter syndrome; and

Whereas, increasing public and medical awareness can lead to earlier diagnosis, improved treatments, greater research funding for potential therapies, and ultimately, a cure; and

Whereas, families affected by Hunter syndrome face immense emotional, financial, and medical challenges and require great support and advocacy;

Whereas, recognizing the third week of October as National Hunter Syndrome Awareness Day will help honor the courage of individuals and families living with the disease, educate the public, and promote research efforts to find effective treatments and cures;

Now, therefore, be it resolved that the Contra Costa Board of Supervisors does hereby recognize the of the

third week of October as National Hunter Syndrome Awareness Day, and to raise awareness about the condition, and advocate for greater research, treatment, and support for individuals and families affected by Hunter syndrome.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-321 **Agenda Date:** 10/7/2025 **Agenda #:** C.14.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Recognizing Duli Enamorado for his 25 years of service to Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing Duli Enamorado, for 25 years of service to Contra Costa County, as recommended by the Public Works Director.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
See ceremonial resolution.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF
IN THE MATTER OF RECOGNIZING the contributions of Duli Enamorado on the occasion of his 25 years of service to Contra Costa County

WHEREAS, on August 1, 2000, Duli Enamorado began his career with the Public Works Department as a Laborer in the Maintenance Division; and

WHEREAS, in February 2007, Duli was reclassified as a Maintenance Worker I; and

WHEREAS, in 2014, Duli was nominated for a J. Michael Walford Team of the Year award for his contributions to Crew 91, for performing tree removal and trimming work, countywide; and

WHEREAS, Duli has had the experience of working with all the Public Works Maintenance crews where he obtained many valuable experiences; and

NOW, THEREFORE, BE IT RESOLVED: that the Contra Costa County Board of Supervisors does hereby recognize and honor Duli Enamorado for his 25 years of service, and gives its full appreciation for his dedicated service to the Public Works Department and the people of this County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-322 **Agenda Date:** 10/7/2025 **Agenda #:** C.15.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Recognizing Timothy Jensen for 35 years of service to Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution recognizing Timothy Jensen for 35 years of service to Contra Costa County, as recommended by the Public Works Director.

FISCAL IMPACT:
None.

BACKGROUND:
Please see the attached resolution.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Recognizing the contributions of Timothy Jensen on his 35 years of service to Contra Costa County.

WHEREAS, in 1990, Timothy Jensen began his career with the Public Works Department as an Engineer in the Design Division; and

WHEREAS, in 1993, Timothy became a registered Civil Engineer in the State of California; and

WHEREAS, in 1998, Timothy was promoted to Associate Civil Engineer while in the Maintenance Division and placed in the Flood Control Division; and

WHEREAS, in January 2002, Timothy was nominated for the J. Michael Walford Employee of the Year Award for: (1) his work on the Rodeo Creek Bioengineering site and (2) his work obtaining funding from FEMA for storm damaged projects; and

WHEREAS, in November 2002, Timothy received the "Award of Excellence" for his work assisting Engineering Servies in the repair of a creek headcut at a mitigation site for State Route 4; and

WHEREAS, in January 2006, Timothy successfully coordinated and negotiated with a Developer to accomplish the Drainage Area 10 Line A improvement; and

WHEREAS, in 2008, Timothy was promoted to Senior Civil Engineer while in the Flood Control Division; and

WHEREAS, in 2017 Timothy was promoted to Supervising Civil Engineer while in the Flood Control Division; and

WHEREAS, Timothy has skillfully executed the "Stay Out Stay Alive" initiative to inform school children annually about water safety; and

WHEREAS, Timothy has generously imparted his technical expertise in Flood Control engineering and practical insights in Maintenance engineering to staff, and

WHEREAS, Timothy developed a crucial training course for the Flood Control Division personnel; and

WHEREAS, Timothy has also amassed the highest number of Aloha shirts at Public Works so he can continue the "Flood Control Aloha Thursday" attire; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors does hereby recognize and honor Timothy Jensen for his 35 years of dedicated service to Contra Costa County and for the high quality of work performed by him during his career.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-323 **Agenda Date:** 10/7/2025 **Agenda #:** C.16.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Recognizing Monish Sen for 25 years of service to Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution recognizing Monish Sen for 25 years of service to Contra Costa County, as recommended by the Public Works Director.

FISCAL IMPACT:
None.

BACKGROUND:
Please see the attached resolution.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Recognizing the contributions of Monish Sen on his 25 years of service to Contra Costa County.

WHEREAS, Monish Sen graduated from Gonzaga University in May 1995 with a Bachelor of Science in Civil Engineering, establishing the foundation for a distinguished public service career; and

WHEREAS, after four years with Mark Thomas working on multiple East County efforts, including the State Route 4 East Widening, Monish joined Contra Costa County Public Works in August 2000 as an entry-level engineer in the Design Division assigned to the State Route 4 Bypass (Segment 3) Project; and

WHEREAS, Monish advanced steadily-promoted to Journey Engineer in 2001, earned his Professional Engineer license in 2004, and promoted to Associate Engineer in 2005 where he served in Engineering Services reviewing land development applications-and he received the County's Award of Excellence in 2005 for delivering the SR-4 Bypass Segment 3 Project on time and under budget; and

WHEREAS, in 2011 Monish was promoted to Senior Civil Engineer - Traffic to lead the Traffic Operations Section in the Transportation Engineering Division, where he has been recognized for professionalism in public settings, effective communication with staff, leadership in interviews and hiring, and constructive participation in community meetings and advisory boards; and

WHEREAS, throughout his service Monish has reviewed environmental studies, tentative maps, and land use applications; built strong working relationships with the Department of Conservation and Development; and contributed to notable projects such as the Sikh Temple expansion, Point Molate, Sufism Reoriented sanctuary, LUHSD's fourth high school site, Los Vaqueros Reservoir expansion, Vasco Wind projects, and subdivision work in North Richmond and Alamo; and

WHEREAS, his commitment to professional growth includes coursework in Geographic Information Systems, Public Works Administration, Street Construction and Maintenance, Real Estate Principles, Plan Interpretation and Estimating, Supervision and Management Practices, Diversity and Social Justice, and Leadership and Group Behavior; and

WHEREAS, Monish's teamwork and delivery excellence garnered a 2015 nomination for the Michael J. Walford Team Award for the Livorna Road/Wilson Road Intersection Improvements; and

WHEREAS, as County Traffic Engineer, Monish advanced the County's Neighborhood Traffic Management Plan (NTMP) by strengthening community engagement and implementing traffic-calming solutions that improved safety and livability on neighborhood streets in unincorporated communities; and

WHEREAS, Monish's close coordination with the County's Signal Shop within the Public Works Facilities Division has aligned engineering plans with field operations-streamlining preventive maintenance, responding effectively to emergencies, and delivering signal timing and capital upgrades that keep intersections safe, reliable, and minimally disruptive to the traveling public; and

WHEREAS, colleagues consistently commend Monish's positive attitude, professionalism, and responsiveness to community concerns-including closing the loop with residents and partners-as he advances traffic safety initiatives such as Vision Zero; and

WHEREAS, as a proud Gonzaga University Bulldog, Monish has shown admirable resilience through the thrills-and occasional heartbreak-of the NCAA basketball tournament each March, a perseverance he mirrors in public service; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County hereby commends and congratulates Monish Sen on the occasion of his 25 years of dedicated service to the Contra Costa County Public Works Department; expresses its deep appreciation for his leadership, technical excellence, and commitment to safe and efficient transportation systems; and extends its best wishes for continued success.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-324 **Agenda Date:** 10/7/2025 **Agenda #:** C.17.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Recognizing October 2025 as Filipino American History Month as Recommended by Supervisor Andersen.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Recognizing October 2025 as Filipino American History Month as Recommended by Supervisor Andersen.

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Recognizing Filipino American History Month Proclamation

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Filipino American History Month Proclamation

Whereas, as of 2024 US Census Data, 1,247,073 Filipino Americans make up the largest Asian American ethnic group in the State of California and the third largest group in the United States today, with a robust population dating all the way back to the first recorded settlement on October 18, 1587, when sailors of the Nuestra Señora de Esperanza known as "Indios Luzones," arrived in Morro Bay, California; and

Whereas, Filipino Americans have helped to stabilize and advance the United States healthcare sector, with 25% of Filipino adults serving as frontline healthcare workers, a testament to deep-rooted cultural values of warmth, hospitality, and service; and

Whereas, Filipino Americans have a long-standing history of defending and serving our country in combat, with 250,000 Filipinos fighting on behalf of America during World War II ; and

Whereas, the Bataan Death March, one of the most notorious tragedies of World War II, serves as an unforgettable reminder of the 16,500 Filipino and 650 American heroes who lost their lives in defense of our great nation. To this day, the courageous and selfless men who lost their lives during the Bataan Death March symbolize the eternal bond shared between Filipinos and Americans, who through this tragedy, forged strength in their unity; and

Whereas, in the 1920s, a wave of ambitious Filipino young men known as the "Manongs," embraced the unknown and immigrated to America in search of prosperity, educational opportunities, and a brighter future for their loved ones; and

Whereas, the State of California has perennially served as an epicenter for Filipino activism and advocacy, dating all the way back to the establishment of Larry Itliong's Agricultural Workers Organizing Committee (AWOC), which orchestrated the Delano Grape Strike on September 8th, 1965, and

Whereas, the persistence and relentless determination of Larry Itliong, Phillip Vera Cruz, and other notable Filipino labor leaders inspired the establishment of the United Farm Workers (UFW) union, which alongside Cesar Chávez and Dolores Huerta, safeguarded the rights of farmworkers and championed for labor rights reforms; and

Whereas, Contra Costa County represents an inspiring and civically engaged Filipino American population, which has seen the emergence of several honorable politicians such as the City of El Cerrito's Gabriel Quinto, the City of Pinole's Cameron Sasai, and the City of Hercules' Alexander Walker-Griffin, who have each profoundly impacted their respective communities through their leadership; and

Whereas, in 2017, California Governor *Edmund G*. "Jerry" Brown appointed Benjamin T. Reyes II as the first Filipino American *superior court* judge in Contra Costa County; and

Whereas, on March 19, 1855, the Filipino American Association of Pittsburg, with founder and President Rudy Wilas at the helm, was officially founded, with the goal of preserving Filipino traditions, empowering local community youth, and showcasing the warmth and beauty of Filipino culture; and

Whereas, LEAD Filipino, a San Jose based non-profit organization founded in 2015, has operated with the purpose of amplifying the Filipino voice, fostering greater civic engagement amongst the Filipino community, and creating a space for Filipino Americans to unlock their leadership potential through participation in education, cultural celebrations, and statewide advocacy initiatives; and

Whereas, The Lumpia Company, a proud Oakland-based restaurant, owned by Alex Retodo, Earl Stevens, and Richard Reyes, has revolutionized the food industry, introducing the vibrance of Filipino cuisine to the mainstream and shattering barriers one lumpia at a time; and

Whereas, on April 23, 2021, Filipino American Rob Bonta was sworn in by Governor Gavin Newsom as the 34th Attorney General of the State of California, serving as the first individual of Filipino descent and second Asian American to occupy the position; and

Whereas, through his actions, humility, and profound impact, Rob Bonta continues to forge a brighter, more inclusive California, with the advancement of AB 123 demonstrating Bonta's ongoing efforts to raise awareness about Filipino-American history; and

Whereas Rob Bonta's unwavering commitment to public service and the pursuit of social justice serves as a testament to his parents, Warren and Cynthia Bonta, both of whom were dynamic community leaders that inspired him to become an advocate for positive change; and

Whereas, in 1991, the FIlipino American National Historical Society championed for Congress' recognition of October as Filipino American History Month; and

Whereas, in 2009, Congress first designated the month of October as Filipino American History Month;

and

Whereas, it is paramount to educate Contra Costa County residents about the vital contributions of Filipino-Americans in shaping and enriching American society, particularly in the military, hospitality, and healthcare sectors; and

Whereas, October has been designated Filipino American History Month to recognize the history Filipino Americans made in Contra Costa County, the State of California, and across the country at large.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-325 **Agenda Date:** 10/7/2025 **Agenda #:** C.18.

To: **Board of Supervisors**

From: Ken Carlson, District IV Supervisor

Report Title: ADOPT Resolution recognizing the Rainbow Community Center on its 30th Anniversary, as recommended by Supervisor Carlson.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Honoring the Rainbow Community Center on its 30th Anniversary.

FISCAL IMPACT:
None

BACKGROUND:
See Resolution Text

CONSEQUENCE OF NEGATIVE ACTION:
None

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Honoring the Rainbow Community Center on its 30th Anniversary

WHEREAS, since its founding in 1995, the Rainbow Community Center has served as a vital resource for LGBTQIA+2Spirit individuals and families throughout Contra Costa County, providing compassionate, inclusive, and life-affirming support; and

WHEREAS, over the past 30 years, the Rainbow Community Center has grown from a grassroots initiative into a comprehensive and trusted organization offering essential services, including mental health counseling, HIV prevention, youth and elder programs, and community support groups; and

WHEREAS, the Rainbow Community Center is an essential nonprofit in Contra Costa County that builds community, equity, and well-being among Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual or Agender, and Two-Spirit (LGBTQIA2S+) people and their allies; and

WHEREAS, the Rainbow Community Center provides a wide array of services to the LGBTQIA+ community, including clinical and peer support groups, outpatient mental health services, a food pantry, a transitional housing program for homeless youth, and support for LGBTQIA+ seniors; and

WHEREAS, the Rainbow Community Center has positively impacted thousands of lives, advancing health equity, inclusion, and social justice for historically marginalized communities across the County; and

WHEREAS, the Rainbow Community Center has built strong and enduring partnerships with schools, local governments, public agencies, nonprofits, and businesses to strengthen community connections and foster environments where all residents can thrive; and

WHEREAS, as the Rainbow Community Center celebrates this significant milestone, it continues to look ahead with a deep commitment to creating safe, affirming, and sustainable spaces for future generations of Contra Costa County residents.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby recognize and commend the Rainbow Community Center on the occasion of its 30th Anniversary for its

decades of outstanding service, advocacy, and leadership in our community, and extends sincere appreciation for its unwavering dedication to building a more inclusive, equitable, and compassionate county for all.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-326 **Agenda Date:** 10/7/2025 **Agenda #:** C.19.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing Shirley Krohn, Senior Assemblymember of the California Legislature as recommended by Supervisor Andersen

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution recognizing Shirley Krohn, Senior Assemblymember of the California Legislature as recommended by Supervisor Andersen

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognizing Shirley Krohn, Senior Assemblymember of the California Legislature as recommended by Supervisor Andersen

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Resolution Recognizing
Shirley Krohn, Senior Assemblymember of the California Legislature

WHEREAS, Shirley Krohn has devoted her life to serving older adults in Contra Costa County and throughout California, beginning with her work as Chairman of the Board of the Bechtel Credit Union, where she became a leader in the fight against elder financial abuse; and

WHEREAS, Following her retirement, Shirley continued her service by joining the Contra Costa County Advisory Council on Aging, where she twice served as President and worked tirelessly to ensure that the voices of local seniors were heard; and

WHEREAS, Shirley Krohn has represented Contra Costa County for nearly two decades in the California Senior Legislature, serving as a Senior Assemblymember and as Vice Chair of the Joint Rules Committee, helping advance senior-focused legislation in the State Capitol; and

WHEREAS, Shirley has been a powerful advocate on issues critical to Contra Costa County residents, including protections for vulnerable seniors, dementia care, transportation, and end-of-life decision making; and

WHEREAS, Shirley has generously shared her experience with students at California State University campuses, mentoring the next generation of social workers and advocates, many of whom are preparing to serve Contra Costa's diverse communities; and

WHEREAS, Shirley's outstanding leadership and contributions have been recognized locally, statewide, and nationally, including her selection as *Citizen of the Year* by the National Association of Social Workers; being awarded the both the CSL Moira Jackson Award for distinguished service as well as CSL Senior Legislator of the Decade award and

WHEREAS, Shirley has remained steadfast in her commitment even during the challenges of the COVID-19

pandemic, working to ensure senior advocacy continued without interruption.

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors hereby recognizes and commends **Shirley Krohn** for her decades of leadership, advocacy, and dedicated service to seniors in Contra Costa County and throughout California; and

BE IT FURTHER RESOLVED, that the Board proudly honors Shirley Krohn for her service to Older Californians and expresses its deepest gratitude for her enduring contributions to the health, dignity, and well-being of older adults.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-327 **Agenda Date:** 10/7/2025 **Agenda #:** C.20.

To: **Board of Supervisors**

From: Ken Carlson, District IV Supervisor

Report Title: Resolution Honoring Alejandra Sanchez-Ezidro for Her Dedicated Service to Contra Costa County.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution Honoring Alejandra Sanchez-Ezidro for Her Dedicated Service to Contra Costa County.

FISCAL IMPACT:
None

BACKGROUND:
See Resolution Text

CONSEQUENCE OF NEGATIVE ACTION:
None

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Honoring Alejandra Sanchez-Ezidro for Her Dedicated Service to Contra Costa County.

WHEREAS, Alejandra Sanchez-Ezidro has served with dedication, professionalism, and integrity as District Representative for Contra Costa County Supervisor Ken Carlson since January 2023; and

WHEREAS, during her tenure, Alejandra has demonstrated unwavering commitment to public service, helping to advance the priorities of District IV and improve the quality of life for residents throughout Contra Costa County; and

WHEREAS, Alejandra has played a vital role in engaging with the community, coordinating outreach efforts, and ensuring that constituent concerns were heard, addressed, and followed up on with care and diligence; and

WHEREAS, her work has encompassed a wide range of issues, including public safety and equity, where her insight and attention to detail made her an invaluable member of the Supervisor's team; and

WHEREAS, Alejandra was the visionary behind hosting the first-ever **naturalization ceremony** at the Contra Costa County Administration Building in 2024, a powerful and symbolic event that celebrated new citizens in the heart of local government and reinforced the County's commitment to inclusion and civic engagement; and

WHEREAS, Alejandra also served as the lead on the development and implementation of the **Safety and Access For All (SAFE) Center**, a critical center that will improve trust, promote community and ensure equitable access to County services for all residents, regardless of background or circumstance; and

WHEREAS, Alejandra has been a respected and trusted liaison between the Supervisor's office and numerous stakeholders, including city officials, nonprofit organizations, community leaders, and County departments; and

WHEREAS, Alejandra Sanchez- Ezidro is recognized not only for her work ethic and leadership, but also for her warmth, compassion, and genuine desire to make government accessible and responsive to all;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby express its appreciation to Alejandra Sanchez-Ezidro for her outstanding service, and commends her for her commitment to public service, community engagement, and the betterment of Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-328 **Agenda Date:** 10/7/2025 **Agenda #:** C.21.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Recognizing the contributions of Craig Standafer on the occasion of his retirement from Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution recognizing the contributions of Craig Standafer on the occasion of his retirement from Contra Costa County, as recommended by the Public Works Director

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognizing Craig Standafer on the occasion of his retirement Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:
No negative action.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Recognizing the contributions of Craig Standafer on the occasion of his retirement from Contra Costa County.

WHEREAS, in 1998 Craig Standafer received a Bachelor of Science in Civil Engineering with a concentration in construction from University of California; and

WHEREAS, in 2002, Craig started his career with the Public Works Department as an Engineer - Entry in the Design Division, and then rotated to the Flood Control Division, then Engineering Services, and ended his career in the Transportation Engineering Division; and

WHEREAS, Craig was promoted to Engineer- Journey in 2004, promoted to Engineer - Project in 2021, and

promoted to Associate Civil Engineer in the Transportation Engineering Division in 2023; and

WHEREAS, Craig completed the American Public Works Association Public Works Institute, Modules 1 through 4, a program of instruction in Public Works Supervision and Management which focusses on developing management, supervisory, and leadership skills among public works managers; and

WHEREAS, Craig was part of the team that received a nomination for the 2022 Michael Walford Team of the Year for Vision Zero. Vision Zero is the elimination of severe injuries and fatalities resulting from traffic collisions on County roadways. The County's Vision Zero program, as implemented by the Transportation Engineering Division, seeks to identify opportunities for the County to improve safety for all modes of transportation through roadway engineering projects; and

WHEREAS, Craig was part of the team that received a nomination for the 2023 Michael Walford Team of the Year for the Transportation Grants Program, which worked to improve grant applications and improve the success rate for the County in obtaining grant funding for transportation projects; and

WHEREAS, Craig was president of Toastmasters International - Toastbusters Club from 2013 to 2014, and 2023 to 2025. Toastmasters allows members to practice the public speaking skills they need to communicate with confidence and excellence; and

WHEREAS, Craig was the Public Works Employee Association (PWEA) Chairman in 2025. PWEA is an employee committee to manage fun social activities, employee conveniences, and amenities, and which helps to make Public Works a more enjoyable place to work; and

WHEREAS, Craig led the effort to prepare the Capital Road Improvement and Preservation Program (CRIPP) document in 2025. The Contra Costa County CRIPP describes how Public Works maintains and improves the County's infrastructure within the public road right of way. The CRIPP explains upcoming projects and their budgets to improve the County's roadways, bridges, storm drains, traffic lights, bike infrastructure, sidewalks, curb ramps, and roadway landscaping; and

NOW, THEREFORE, BE IT RESOLVED: that Craig Standafer be recognized for his 23 years of service to Contra Costa County, for the work performed by him during his career, and to wish him, his wife, and his children the best in his retirement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4085 **Agenda Date:** 10/7/2025 **Agenda #:** C.22.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Alamo-Lafayette Cemetery District Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Alamo-Lafayette Cemetery District's 2024-25 Annual Report, as recommended by Supervisor Andersen.

FISCAL IMPACT:
None.

BACKGROUND:
On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each advisory board, commission, or committee report annually to the Board on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year. Though the Alamo-Lafayette Cemetery District Board of Trustees is an independent body and is not required by Resolution 2020/1 to submit a report, the attached report provides information on the district's budget and activities.

CONSEQUENCE OF NEGATIVE ACTION:
The report will not be received.

ALAMO-LAFAYETTE CEMETERY DISTRICT

3285 MT. DIABLO BLVD. / P.O. BOX 1955 • LAFAYETTE, CA 94549
(925) 284-1353 • FAX: (925) 284-4144 • E-MAIL: alcdist@pacbell.net

August 26, 2025

Dear Board of Supervisors, Clerk of the Board and Contra Costa County Auditor/Controller:

The Alamo-Lafayette Cemetery District is submitting the fiscal year 24-25 annual report and 24-25 budget actual with the 25-26 fiscal year budget.

The Cemetery District has been working diligently to keep a positive cash balance during costly and much needed updates throughout the cemetery. While we cannot predict cemetery sales, we are still a necessary and often times, invaluable option for our constituents.

There is much needed deferred maintenance in both cemeteries that imperatively need attention. Unfortunately, we currently do not receive enough property taxes to address and move forward with the costly repairs/maintenance that are direly needed.

Best,

Patricia A. Howard
District Manager

Cc: Mary McCosker, Trustee/Chairperson
Paul Gardner, Trustee
Steven Bolen, Trustee

Alamo-Lafayette Cemetery District

An Independent California Special District

3285 Mt. Diablo Blvd./P. O. Box 1955• Lafayette, California 94549 • (925) 284-1353 • Email: office@alcdist.org

BOARD OF TRUSTEES' ANNUAL REPORT
July 1, 2024 - June 30, 2025

During this past fiscal year there were 12 full casket in-ground interments, 15 cremation interments and 4 urns placed into the niches at the Lafayette Cemetery as well as the sale of 11 full casket in-ground sites, and 4 cremation sites. In the Alamo Cemetery there were 1 full casket in-ground interments, 6 cremations and 22 urns placed into the niches and a pre-need sale of 19 niches. The Lafayette Cemetery has over 260 interment sites and 120 niches for sale. The Alamo Cemetery still has over 90 niches for sale. No full casket in-ground interment sites are available in Alamo.

The District no longer has grounds keepers because we cannot afford to pay the going rate or benefits that are needed to attract outside staff. The District has been contracting with companies for opening/closing for all interments, which are now only performed on Thursday and Fridays.

All outside landscaping work is now done by contractors. These companies clean and bag all debris, which are then taken to the dump. The cost totals $123,527. Lawn care costs $8,354. Preemergence is sprayed twice a year, the cost $4,600. A portable restroom for the year costs $3,180.

Here are some of the annual expenses associated with running our District: Workers Compensation & Property Insurance $11,227; Medical/Dental $16,218. Our water bill continually increases even though the District now shuts off the water in Lafayette from November through April (water is not available in the Alamo Cemetery) the annual cost to the District is $18,032.

The District has many areas that are in desperate need of attention, updating and/or repair. Currently, neither cemetery has adequate facilities for staff.

Phone, internet and website cost the District $7,433.

Costs have increased to keep the District running smoothly, including employee benefits and supplies. This year the District paid $43,017, into retirement funds.

Operating a public cemetery is quite different than operating a private cemetery. Private cemeteries are not obligated to follow the California Health and Safety codes when setting prices. They have many options at their disposal including no limit on the area they serve, trading, brokers, payment plans, accepting credit cards, etc. Unfortunately, public cemeteries are extremely limited in the way of options – our District does not offer payment plans or credit cards and use of the cemetery is limited to residents of the tax area.

Presently more families are choosing cremation because the costs associated with full casket burials are usually 4 to 5 times higher than that of cremation. They are also choosing to take their loved one's ashes home.

As of June 2025, the District has $789,264 in its Endowment Fund. The annual operating budget was $507,720. Total tax revenue from 2024-25 F/Y was $448.721.

Respectfully submitted on this 11th day of August 2025, by District Manager Patricia A. Howard.

Mary McCosker, Trustee / Chairperson

Paul Gardner, Trustee

Steven Bolen, Trustee

ALAMO LAFAYETTE CEMETERY DISTRICT
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Current Secured Prop Taxes	420,000.00	420,000.00	0.00	100.0%
District Revenue				
Burial Sales (In-Ground)	100,000.00	21,600.00	78,400.00	462.96%
Graveside Setup	7,000.00	6,000.00	1,000.00	116.67%
Headstone Setting Fees	2,000.00	2,400.00	-400.00	83.33%
Liners, Urns, and Urn Vaults	9,525.00	9,120.00	405.00	104.44%
Misc Receipts	180.06	0.00	180.06	100.0%
Niche Sales	47,900.00	18,000.00	29,900.00	266.11%
Non-Resident Fees	21,850.00	12,600.00	9,250.00	173.41%
Open/Close Fees	48,300.00	6,000.00	42,300.00	805.0%
District Revenue - Other	500.00			
Total District Revenue	237,255.06	75,720.00	161,535.06	313.33%
Endow Fees (nonspendable)	27,400.00	12,000.00	15,400.00	228.33%
Total Income	684,655.06	507,720.00	176,935.06	134.85%
Gross Profit	684,655.06	507,720.00	176,935.06	134.85%
Expense				
Operating Expenses				
Accounting Fees	9,599.00	7,200.00	2,399.00	133.32%
Audit Expense	0.00	12,000.00	-12,000.00	0.0%
Automobile Expense	2,410.68	2,400.00	10.68	100.45%
Board Stipends	4,200.00	3,600.00	600.00	116.67%
Consultation cemetery	21,406.25	12,000.00	9,406.25	178.39%
Equipment Rental	-600.00			
Grounds Maintenance	139,098.66	132,000.00	7,098.66	105.38%
Insurance				
Property Insurance	10,354.00	14,400.00	-4,046.00	71.9%
Workers Comp	873.00	1,200.00	-327.00	72.75%
Total Insurance	11,227.00	15,600.00	-4,373.00	71.97%
Internet	8,773.70	6,000.00	2,773.70	146.23%
Legal Fees	8,798.00	14,400.00	-5,602.00	61.1%
Meetings & Education	2,321.36	6,000.00	-3,678.64	38.69%
Office & Audit				
Office Support	26,229.25	36,000.00	-9,770.75	72.86%
Office & Audit - Other	11,817.84	15,000.00	-3,182.16	78.79%
Total Office & Audit	38,047.09	51,000.00	-12,952.91	74.6%
Outside Services	9,511.74	12,000.00	-2,488.26	79.27%
Postage and Delivery	1,116.94	6,000.00	-4,883.06	18.62%
Professional Fees	99,053.02	2,400.00	96,653.02	4,127.21%
Refunds & Plot Re-purchase	13,850.00	0.00	13,850.00	100.0%
Supplies	16,527.05	15,000.00	1,527.05	110.18%

ALAMO LAFAYETTE CEMETERY DISTRICT
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Telephone	3,686.96	4,800.00	-1,113.04	76.81%
Utilities - Gas and Electric	3,927.99	1,200.00	2,727.99	327.33%
Utilities - Sewer	1,702.84	720.00	982.84	236.51%
Utilities - Water	18,031.25	9,600.00	8,431.25	187.83%
Total Operating Expenses	412,689.53	313,920.00	98,769.53	131.46%
Personnel Expenses				
Cost of Living	0.00	2,400.00	-2,400.00	0.0%
Employee Appreciation	129.74	0.00	129.74	100.0%
FICA Expense	7,285.90	9,000.00	-1,714.10	80.95%
Gross Wages	117,514.45	117,000.00	514.45	100.44%
Medical/Dental Insurance	16,217.94	15,600.00	617.94	103.96%
Medicare Expense	1,703.96	1,800.00	-96.04	94.66%
Miles	6,209.24	6,000.00	209.24	103.49%
Retirement	43,016.74	42,000.00	1,016.74	102.42%
Total Personnel Expenses	192,077.97	193,800.00	-1,722.03	99.11%
Total Expense	604,767.50	507,720.00	97,047.50	119.11%
Net Ordinary Income	79,887.56	0.00	79,887.56	100.0%
Other Income/Expense				
Other Income				
Refunds and Reimbursements	3,290.32	0.00	3,290.32	100.0%
Total Other Income	3,290.32	0.00	3,290.32	100.0%
Net Other Income	3,290.32	0.00	3,290.32	100.0%
Net Income	83,177.88	0.00	83,177.88	100.0%

ALAMO LAFAYETTE CEMETERY DISTRICT
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26
Ordinary Income/Expense	
Income	
Current Secured Prop Taxes	408,000.00
District Revenue	
Burial Sales (In-Ground)	60,000.00
Graveside Setup	6,000.00
Headstone Setting Fees	1,800.00
Liners, Urns, and Urn Vaults	8,400.00
Niche Sales	36,000.00
Non-Resident Fees	12,000.00
Open/Close Fees	39,600.00
Total District Revenue	163,800.00
Endow Fees (nonspendable)	14,400.00
Total Income	586,200.00
Gross Profit	586,200.00
Expense	
Operating Expenses	
Accounting Fees	12,000.00
Audit Expense	14,400.00
Automobile Expense	1,920.00
Board Stipends	3,600.00
Consultation cemetery	12,000.00
Grounds Maintenance	144,000.00
Insurance	
Property Insurance	12,000.00
Workers Comp	1,200.00
Total Insurance	13,200.00
Internet	12,000.00
Legal Fees	7,080.00
Meetings & Education	2,400.00
Office & Audit	
Office Support	6,000.00
Office & Audit - Other	30,000.00
Total Office & Audit	36,000.00
Outside Services	12,000.00
Postage and Delivery	1,440.00
Professional Fees	48,000.00
Supplies	12,000.00
Telephone	3,600.00
Utilities - Gas and Electric	4,200.00
Utilities - Sewer	1,560.00
Utilities - Water	21,600.00

ALAMO LAFAYETTE CEMETERY DISTRICT
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26
Total Operating Expenses	363,000.00
Personnel Expenses	
Cost of Living	12,000.00
Employee Appreciation	240.00
FICA Expense	9,600.00
Gross Wages	132,000.00
Medical/Dental Insurance	19,200.00
Medicare Expense	1,560.00
Miles	6,600.00
Retirement	42,000.00
Total Personnel Expenses	223,200.00
Total Expense	586,200.00
Net Ordinary Income	0.00
Net Income	0.00

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4086 **Agenda Date:** 10/7/2025 **Agenda #:** C.23.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: Byron-Brentwood-Knightsen Union Cemetery District Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Byron-Brentwood-Knightsen Union Cemetery District 2024-25 Annual Report, as recommended by Supervisor Burgis.

FISCAL IMPACT:
None.

BACKGROUND:
On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each advisory board, commission, or committee report annually to the Board on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year. Though the Byron-Brenwtood-Knightsen Union Cemetery District Board of Trustees is an independent body and is not required by Resolution 2020/1 to submit a report, the attached report provides information on the district's budget and activities.

CONSEQUENCE OF NEGATIVE ACTION:
The report will not be received.

Mailing: P.O. Box 551
Location: 11545 Brentwood, Blvd.
Brentwood, CA 94513
Web : BBKUCD.org

August 26, 2025

Dear Board of Supervisors and Clerk of the Board:

The Byron-Brentwood-Knightsen Union Cemetery District is submitting the fiscal year 24-25 Annual Report and 24-25 Budget Actual with the 25-26 fiscal year Budget.

The Cemetery District has been working diligently to keep a positive cash balance during costly and much needed updates throughout the cemetery. While we cannot predict cemetery sales, we are still a necessary and often an invaluable option for our constituents.

The Cemetery District continues to run smoothly, and I am delighted to be a part of this District.

Further, we have three wonderful and attentive Trustees – Patricia Bristow, Michael Walko and Emil Geddes.

Best,

Patricia A. Howard
District Manager

Mailing: P.O. Box 551
Location: 11545 Brentwood, Blvd.
Brentwood, CA 94513
Phone (925) 634-4748
Web: BBKUCD.org

BOARD OF TRUSTEES' ANNUAL REPORT
July 1, 2024 - June 30, 2025

During this past fiscal year, the District sold 13 full casket in-ground sites, 0 cremation sites and 17 niches. There were 29 full casket, 26 in-ground cremation and 16 niche burials.

This past year the District is prepping for the planning of the property wide infrastructure update and upgrade, including a new office, at a cost $103,283. Outside services $72,697.

Our grounds keepers have been maintaining the cemetery, as well as the opening/closing for all interments. Here are some of the expenses associated with running our District: workers compensation and property insurance $35,995, employee benefits $35,367; CCCERA retirement $82,133; funeral supplies and vaults $14,343; pest control $4,455. Professional services $127,140; CPA - State of California required Annual Audit, including the submission of the Financial Transaction Report, the cost $12,900.

The District's utility increased with the annual costs of Pacific Gas and Electric $10,479 disposal $4,805; telephone and internet $13,971.

The District purchase a 2024 Ford F150, the cost $44,423. The District added an extended warranty and a 5-year maintenance plan, the cost $5030.

Costs are up in keeping the District running smoothly, including employee benefits and district supplies.

Operating a public cemetery is quite different than operating a private cemetery. Private cemeteries are not obligated to follow the California Health and Safety code when setting prices. They have many options at their disposal including no limit on the area they serve, trading, brokers, sales, discounts and accepting payment plans. Unfortunately, public cemeteries are extremely limited in the way of options – our District does not offer payment plans, sales or discounts and use of the cemetery is limited to residents of the tax district.

As of June 2025, the District has $613,970 in its Endowment Fund. The annual operating budget was $417,830, which does not include payroll and employee benefits. Total tax revenue from 2024-25 F/Y was $950,062.

Respectfully submitted on this 20th day of August 2025, by District Manager Patricia A. Howard.

Patricia Bristow, Trustee / Chairperson

Michael Walko, Trustee

Emil Geddes, Trustee

Byron-Brentwood-Knightsen Union Cemetery District
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Current Secured Prop Taxes	950,062.66	840,000.00	110,062.66	113.1%
District Revenue				
Credit Card Usafe Fee	436.16	1,200.00	-763.84	36.35%
Headstone Setting, Etc				
Flower Vase/Ring Set	740.00	0.00	740.00	100.0%
Headstone Appt	4,600.00	0.00	4,600.00	100.0%
Headstone Setting, Etc - Other	6,300.00	0.00	6,300.00	100.0%
Total Headstone Setting, Etc	11,640.00	0.00	11,640.00	100.0%
Liners, Urns, and Vaults	50,840.00	36,000.00	14,840.00	141.22%
Lowering of casket	7,750.00	0.00	7,750.00	100.0%
Misc - rent, shared exp, etc	19,435.00	18,000.00	1,435.00	107.97%
Non-Resident Fees	32,450.00	21,600.00	10,850.00	150.23%
Opening and Closing	79,700.00	60,000.00	19,700.00	132.83%
Refund	5,404.07	0.00	5,404.07	100.0%
Sale of Lots	79,350.00	66,000.00	13,350.00	120.23%
Set Up Fees	24,500.00	24,000.00	500.00	102.08%
District Revenue - Other	600.00			
Total District Revenue	312,105.23	226,800.00	85,305.23	137.61%
Donations Received	0.00	0.00	0.00	0.0%
Endowment Care	33,600.00	21,600.00	12,000.00	155.56%
Insurance proceeds	42,500.00			
Interest income	33,363.87			
Interest LAIF Five Star	2,681.38			
Total Income	1,374,313.14	1,088,400.00	285,913.14	126.27%
Gross Profit	1,374,313.14	1,088,400.00	285,913.14	126.27%
Expense				
Investments	600,000.00			
Operating Expenses				
Automobile Expense	5,931.81	9,600.00	-3,668.19	61.79%
Cemetery Supplies	14,342.55	22,800.00	-8,457.45	62.91%
Computer Expenses	17,456.04	15,600.00	1,856.04	111.9%
CPA	12,900.00	6,000.00	6,900.00	215.0%
Credit Card Fees	0.00	0.00	0.00	0.0%
Dues and Subscriptions	4,433.90	1,800.00	2,633.90	246.33%
Employee Appreciation	1,594.98	3,600.00	-2,005.02	44.31%
Equipment Maintenance	543.92	6,600.00	-6,056.08	8.24%
Equipment or vehicle Purchase	45,817.37	0.00	45,817.37	100.0%
Fuel	2,477.74	3,600.00	-1,122.26	68.83%
Government Fees	1,882.68	6,000.00	-4,117.32	31.38%
Insurance Expense	16,950.05	24,000.00	-7,049.95	70.63%

Byron-Brentwood-Knightsen Union Cemetery District
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Internet, Webpage, etc.	6,726.25	6,000.00	726.25	112.1%
Landscaping	0.00	60,000.00	-60,000.00	0.0%
Meetings and Travel	4,513.59	6,000.00	-1,486.41	75.23%
Miscellaneous Expense	0.00	0.00	0.00	0.0%
Office, Audit and Supplies	19,326.38	21,600.00	-2,273.62	89.47%
Outside services, staff	72,697.39	0.00	72,697.39	100.0%
Pest Control	4,455.00	6,000.00	-1,545.00	74.25%
Postage & Delivery	746.32	1,200.00	-453.68	62.19%
Professional Fees	119,540.60	71,400.00	48,140.60	167.42%
Repairs and Maintenance	10,896.03	120,000.00	-109,103.97	9.08%
Repurchase lots or niches	11,529.92	0.00	11,529.92	100.0%
Sales Tax	366.00	0.00	366.00	100.0%
Security	2,063.68	4,200.00	-2,136.32	49.14%
Supplies	17,175.59	19,200.00	-2,024.41	89.46%
Telephone Expense	7,244.87	12,000.00	-4,755.13	60.37%
Utilities - Disposal	4,805.07	5,400.00	-594.93	88.98%
Utilities - Electricity	10,478.66	12,000.00	-1,521.34	87.32%
Utilities - Sewer	0.00	4,800.00	-4,800.00	0.0%
Utilities - Water	933.13	1,200.00	-266.87	77.76%
Operating Expenses - Other	0.00	0.00	0.00	0.0%
Total Operating Expenses	417,829.52	450,600.00	-32,770.48	92.73%
Personnel Expenses				
COLA	0.00	12,000.00	-12,000.00	0.0%
Employee Benefits	35,369.89	50,400.00	-15,030.11	70.18%
Payroll Taxes	33,572.74	44,400.00	-10,827.26	75.61%
Retirement	82,133.10	72,000.00	10,133.10	114.07%
Salaries & Wages	396,143.35	420,000.00	-23,856.65	94.32%
Uniforms	0.00	3,000.00	-3,000.00	0.0%
Worker's Compensation	19,045.00	36,000.00	-16,955.00	52.9%
Personnel Expenses - Other	0.00	0.00	0.00	0.0%
Total Personnel Expenses	566,264.08	637,800.00	-71,535.92	88.78%
Total Expense	1,584,093.60	1,088,400.00	495,693.60	145.54%
Net Ordinary Income	-209,780.46	0.00	-209,780.46	100.0%
Net Income	**-209,780.46**	**0.00**	**-209,780.46**	**100.0%**

Byron-Brentwood-Knightsen Union Cemetery District
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26
Ordinary Income/Expense	
Income	
Current Secured Prop Taxes	840,000.00
District Revenue	
Credit Card Usafe Fee	0.00
Headstone Setting, Etc	
Flower Vase/Ring Set	720.00
Headstone Appt	4,800.00
Total Headstone Setting, Etc	5,520.00
Liners, Urns, and Vaults	42,000.00
Lowering of casket	6,000.00
Misc - rent, shared exp, etc	16,800.00
Non-Resident Fees	24,000.00
Opening and Closing	60,000.00
Refund	0.00
Sale of Lots	60,000.00
Set Up Fees	18,000.00
Total District Revenue	232,320.00
Donations Received	0.00
Endowment Care	24,000.00
Total Income	1,096,320.00
Gross Profit	1,096,320.00
Expense	
Operating Expenses	
Automobile Expense	2,400.00
Cemetery Supplies	17,760.00
Computer Expenses	12,000.00
CPA	18,000.00
Dues and Subscriptions	4,800.00
Employee Appreciation	1,440.00
Equipment Maintenance	6,000.00
Equipment or vehicle Purchase	60,000.00
Fuel	3,600.00
Government Fees	4,800.00
Insurance Expense	24,000.00
Internet, Webpage, etc.	12,000.00
Landscaping	6,000.00
Meetings and Travel	6,000.00
Office, Audit and Supplies	24,000.00
Outside services, staff	24,000.00
Pest Control	12,000.00
Postage & Delivery	1,440.00

Byron-Brentwood-Knightsen Union Cemetery District
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26
Professional Fees	96,000.00
Repairs and Maintenance	12,000.00
Repurchase lots or niches	6,000.00
Sales Tax	480.00
Security	3,600.00
Supplies	18,000.00
Telephone Expense	12,000.00
Utilities - Disposal	6,000.00
Utilities - Electricity	14,400.00
Utilities - Sewer	0.00
Utilities - Water	1,200.00
Total Operating Expenses	409,920.00
Personnel Expenses	
COLA	6,000.00
Employee Benefits	55,200.00
Payroll Taxes	43,200.00
Retirement	84,000.00
Salaries & Wages	468,000.00
Uniforms	3,600.00
Worker's Compensation	26,400.00
Personnel Expenses - Other	0.00
Total Personnel Expenses	686,400.00
Total Expense	1,096,320.00
Net Ordinary Income	0.00
Net Income	0.00

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4087 **Agenda Date:** 10/7/2025 **Agenda #:** C.24.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: APPOINTMENT AND VACANCY ON THE ALAMO MUNICIPAL ADVISORY COUNCIL

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the resignation of Michelle Parkinson from the Alternate seat on the Alamo Municipal Advisory Council (Alamo MAC), APPOINT Michelle Parkinson to the Appointee 3 Seat on the Alamo MAC for a term ending December 31, 2028, DECLARE a vacancy in the Alternate seat on the Alamo MAC for a term ending December 31, 2028, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

CONSEQUENCE OF NEGATIVE ACTION:

The regular seat will remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4088 **Agenda Date:** 10/7/2025 **Agenda #:** C.25.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: DECLARE VACANCY ON THE CONTRA COSTA RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DECLARE vacant the Director 4 seat on the Contra Costa Resource Conservation District board of directors due to the resignation of director Igor Skaredoff and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Contra Costa Resource Conservation District (RCD) director recruitment is conducted by the County pursuant to a 1998 RCD resolution ordering that all future directors shall be appointed by the County Board of Supervisors in lieu of election (Public Resources Code Section 9314).

The mission of the RCD is to carry out natural resource conservation projects through voluntary and cooperative efforts. The RCD is a non-regulatory agency that works with individuals, growers, ranchers, public agencies, non-profit organizations and corporations to accomplish its mission. The USDA Natural Resource Conservation Service provides technical support for the RCD's programs.

Director 4 Igor Skaredoff (Martinez) has resigned from his seat. The vacancy needs to be posted in accordance with the Maddy Act before a new appointment can be made.

CONSEQUENCE OF NEGATIVE ACTION:
n/a

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4089 **Agenda Date:** 10/7/2025 **Agenda #:** C.26.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Declare Emergency Medical Care Committee (EMCC) Seat (B10) Vacant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignation from Regina Rubier; DECLARE vacant Seat B10 - Public Manager's Association (PMA) Representative on the Emergency Medical Care Committee (EMCC) for a term ending September 30,2026; and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The EMCC is a multidisciplinary committee appointed by the County Board of Supervisors, to provide advice and recommendations on EMS-related matters to the Board, Health Services Director, and its EMS Agency. Membership consists of consumer representatives, and representatives of EMS-related organizations and groups.

Written notification was received on September 16, 2025 by the Committee staff support person stating the newly appointed member, Regina Rubier, is no longer with the organization and a new B10 seat representative has been selected by the organization. The term of the seat expires on September 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to declare this vacancy will delay making a new appointment to the seat.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4090 **Agenda Date:** 10/7/2025 **Agenda #:** C.27.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Vacancies on the Los Medanos Health Advisory Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignations of Angelica Lopez, Charles Tremaine, and Christopher Pedraza; DECLARE vacant the City of Pittsburg Seat 2, the Bay Point MAC Seat 2, and the Behavioral Health Division Seat on the Los Medanos Health Advisory Committee for terms ending December 31, 2027; and DIRECT the Clerk of the Board to post the vacancies as recommended by the Health Services Director.

FISCAL IMPACT:
There is no fiscal impact for this action

BACKGROUND:
The Los Medanos Community Health Advisory Committee (the "LMHAC") was created by the Board of Supervisors in 2018 as pursuant to the terms and conditions approved by LAFCo to dissolve the LMCHD. The purpose of the LMHAC is to:

1. Develop an area health plan that identifies the major health disparities that impact residents of the former LMCHD service area and establishes priorities for improving health outcomes. The plan will be presented to the Board of Supervisors for review and will not be final unless adopted by the Board of Supervisors. The LMHAC shall submit an updated plan for approval by the Board of Supervisors no less than every five years.

2. Solicit proposals from service providers that are interested in participating the Los Medanos Area Health Plan Service Program (the "Service Program") and are capable of addressing the priorities outlined in the adopted plan.

3. Funding for grants will be provided from (i) a special fund established by the Auditor-Controller, at the direction of the Board of Supervisors, that is used to segregate the property tax revenue received by the County as a result of the dissolution of the District, and (ii) any other funds made available to the grant program (e.g. through restricted donations, grants, etc.).

4. Monitor the efficacy of the programs funded by the grant program.

5. Report to the Board of Supervisors no less than once per year on the execution of the adopted plan, the grants provided under the grant program, the results achieved through the adopted plan and the grant program, and other matters that relate to the LMHAC's purpose and duties.

Appointment to the Los Medanos Health Advisory Committee

The LMHAC is composed of seven seats nominated to the Board of Supervisors by the following: (2) from the Pittsburg City Council, (2) from the Bay Point Municipal Advisory Council (MAC), (2) from the Health Services Department (one from Public Health and one from Behavioral Health) and (1) from the Internal Operations Committee of the Board of Supervisors.

All three resignations are effective immediately and the three seat terms are set to expire on December 31, 2027. Chris Pedraza took a position outside of Behavioral Health and is no longer eligible. For both Angelica Lopez and Charles Tremaine their availability changed and are no longer available to sit on the committee.

CONSEQUENCE OF NEGATIVE ACTION:
The seats would not be declared vacant which would hinder the ability to recruit to fill the positions and could cause quorum issues for the body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4091 **Agenda Date:** 10/7/2025 **Agenda #:** C.28.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: APPOINTMENT TO THE DIABLO MUNICIPAL ADVISORY COUNCIL

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Allen Bonny to the Secretary and Community Liaison Commissioner Seat on the Diablo Municipal Advisory Council for a term expiring December 31, 2026, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:
NONE

BACKGROUND:
Established on December 19, 2006 via Resolution No. 2006/791, the purpose of the Council is to advise the Board of Supervisors on discretionary land use matters affecting the Diablo community, such as land use designations, general plan amendments, environmental impact reports, negative declarations, zoning-variance applications and building permit applications for additions or remodeling projects which would affect the exterior dimensions of the residence and for which noticed public hearings are required or could be required by the County's Planning Agency. The Council shall also represent the community before the County Planning Commission, the Zoning Administrator and the County Board of Supervisors on such land use, planning and zoning matters. The Council will advise in accordance with the policies and of the General Plan, including sections 3-129 and 3- 138. It is understood that the Board of Supervisors is the final decision-making authority and that the Council shall serve solely in an advisory capacity. In addition, the Council may: Advise the Board of Supervisors on local government services as requested by the Board; provide input and reports to the Board, county staff, or any other county hearing body on issues of concern to the community; serve as a liaison between the community and the County Supervisor representing Diablo. Except as specified above, the Council may not represent the Diablo community to any state, county, city, special district, or school district, agency or commission, or any other organization on any matter concerning the community. The Council consists of 5 members, each of whom shall be a current elected member of the Diablo Community Services District Board of Directors. Pursuant Resolution 2007/166, this board order appoints the elected Diablo CSD members as the Diablo MAC member

Ms. Chartier moved and resigned her seat in August. The Diablo CSD Appointed Mr. Bonny to finish out the unexpired term at their September 15, 2025 meeting.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will be vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4092 **Agenda Date:** 10/7/2025 **Agenda #:** C.29.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: APPOINTMENT TO THE COUNTY SERVICE AREA P-2A CITIZEN ADVISORY COMMITTEE

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Judy Kiersey to the Alternate Seat on the County Service Area P-2A Citizens Advisory Committee for a term with an expiration date of December 31, 2026, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:
NONE

BACKGROUND:
The County Services Area P-2A Citizens Advisory Committee includes seven (7) appointees and one Alternate representing the Blackhawk county service area who advise the Board of Supervisors on the needs of the Blackhawk community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, litter control, and other issues.

Supervisor Andersen advertised the vacant seat, received one application, met with the applicant and feels she will be a positive addition to the P-2A.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4093 **Agenda Date:** 10/7/2025 **Agenda #:** C.30.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointment to the Contra Costa Commission for Women and Girls

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Vedrana Varagic to the At-Large #4 seat on the Contra Costa Commission for Women and Girls with a term expiring February 28, 2029, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1 adopting policy amendments governing appointments to boards, committees, and commissions that are advisory to the Board of Supervisors. Included in this resolution was a requirement that applications for at large/countywide seats be reviewed by a Board of Supervisors committee.

The Contra Costa Commission for Women and Girls (CCCWG) was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

The Commission consists of 15 members and one Alternate At-Large member including: five district representatives (one from each supervisorial district), ten At-Large members, and one Alternate. The five district representatives are nominated for a four year term by each member of the Board of Supervisors. The ten At-Large members and the one alternate are nominated by the CCCWG Membership Committee and forwarded to the full CCCWG. The full CCCWG then makes appointment recommendations to the Family and Human Services Committee. All Commission seat terms are for a period of four (4) years with staggered expiration dates.

At the September 8, 2025, Family and Human Services Meeting, the Committee approved the appointment of Vedrana Varagic to the At-Large #4 seat on the Contra Costa Commission for Women and Girls with a term expiring February 28, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

Contra Costa Commission for Women and Girls
Roster

Seat/Position	Name	Term begins	Term ends	City	Email
District I	Joey Smith	3/1/2023	3/1/2027	Richmond	ms.jds94801@gmail.com
District II	Marilyn Cachola Lucey	3/1/2023	2/28/2027	Alamo	marilynlucey@gmail.com
District III	Shauna Polk	3/1/2022	2/28/2026	Brentwood	shaunapolk88@gmail.com
District IV	Ria Bhatt	5/23/2023	2/28/2026	Walnut Creek	riasen@gmail.com
District V	(vacant)		2/28/2029		
At Large 1	Dena Acosta-Beere	3/1/2025	2/28/2029	Concord	dena.acosta@gmail.com
At Large 2	Jennifer Rizzo	3/1/2025	2/28/2029	Danville	jennifer.ewen.rizzo@gmail.com
At Large 3	Cheryl Cotton	10/8/2024	2/28/2027	San Pablo	ccotton1908@gmail.com
At Large 4	Vedrana Varagic (recommended)		2/28/2029	Concord	vvaragic@icloud.com
At Large 5	Mohagany Spears	11/12/2024	2/28/2026	Antioch	mahoagnyspears@yahoo.com
At Large 6	Buffie Lafayette	11/12/2024	2/28/2026	Brentwood	lafayettebuf@hotmail.com
At Large 7	LeJon Payne	8/5/2025	2/28/2029	Pittsburg	lejonpayne@gmail.com
At Large 8	Nakenya Allen	6/4/2024	2/28/2027	Martinez	nashunta014@gmail.com
At Large 9	Christy Lam-Julian	6/4/2024	2/28/2027	Pinole	christy.n.lam@gmail.com
At Large 10	Destiny Brisco	7/26/2022	2/28/2026	Pittsburg	destiny.briscoe87@gmail.com
Alternate	Sherina Criswell	4/1/2025	2/28/2026	Concord	sherinagee415@gmail.com

Revised: 8/27/2025

Application Form

Profile

Vedrana
First Name

Middle Initial

Varagic
Last Name

[redacted]
Home Address

Suite or Apt

Concord
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

None Selected

New York Life
Employer

Financial Professional
Job Title

Length of Employment

2 y

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

12 y

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Contra Costa Commission for Women and Girls: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

3

Education

Select the option that applies to your high school education *

☑ None of the above

College/ University A

Name of College Attended

English Language and Literature

Degree Type / Course of Study / Major

BA

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

DVC

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ◉ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Insurance agent

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Financial Professional

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I believe I can contribute with my ideas and expertise in financial literacy. I am very much interested into supporting women thrive in this community.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I unfortunately have experienced numerous difficulties as a woman, trying to build better life for myself and my family as an immigrant and can easily relate to many problems that women face on daily basis therefore, I believe that I have great motives to help improve the position of women in the community. I have a strong need to be a part of the community contributing to better life of all. My great passion is helping families plan their financial future by sharing the knowledge and expertise of different concepts to create a stable and certain future. I've been active in my church community for almost 10 years as well as my work community helping on numerous projects improving the communities, including, but not limited to volunteering at the food banks, organizing fundraisers, locating resources to support certain causes. I would love to be a part of the team eager to support women as a foundation of a family and then an entire society.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

Vedrana Varagic

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4094 **Agenda Date:** 10/7/2025 **Agenda #:** C.31.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the Local Planning and Advisory Council for Early Care and Education (LPC)

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Candida Duperroir to the Community #4 - East County seat with a term ending April 30, 2027 on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The review of applications for appointments to the Contra Costa Local Planning Council for Child Care and Development was originally referred to the Family and Human Services Committee by the Board of Supervisors on April 22, 1997.

The Local Planning and Advisory Council for Early Care and Education (LPC) coordinates programs and services affecting early childcare and education, including recommendations for the allocation of federal funds to local early childcare and education programs.

The LPC consists of 20 members: 4 consumer representatives - a parent or person who receives or has received child care services in the past 36 months; 4 child care providers - a person who provides child care services or represents persons who provide child care services; 4 public agency representatives - a person who represents a city, county, city and county, or local education agency; 4 community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations; and 4 discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies.

At the September 8, 2025, Family and Human Services Meeting, the Committee approved the appointment Candida Duperroir to the Community #4 - East County seat with a term ending April 30, 2027 on the Local Planning and Advisory Council for Early Care and Education.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

CONTRA COSTA LOCAL PLANNING AND ADVISORY COUNCIL FOR EARLY CARE AND EDUCATION

Seat Title	Term Expires	Name	Business/Affiliation Address	Home Address	Email	Work #	Home #	Fax #	Cell or Alternate #	Committee	Recommended Committee
Child Care Consumer 1 West County		Vacant									
Child Care Consumer 2 Central/South County	4/30/2028	**Pamm Shaw**	The YMCA of the East Bay 2330 Broadway, Oakland, CA 94612	Walnut Creek, CA							
Child Care Consumer 3 Central/South County	4/30/2028	**Sara Guillermo**	IGNITE, Oakland CA	Martinez, CA							
Child Care Consumer 4 East County	4/30/2028	**Okeena Dickson**	CEMCO, Technical Drafter	Antioch, CA							
Child Care Provider 1 West County		Vacant									
Child Care Provider 2 Central/South County		Vacant									
Child Care Provider 3 Central/South County	4/30/2028	**Jacqueline Smith**	Unity Council 1187 Meadow Lane Concord, CA 94520	Brentwood, CA							
Child Care Provider 4 East County	4/30/2027	**Stacie Cooper-Roundtree**	Training Children Childcare and Learning Center 4716 Parkland Court Antioch, CA 94531	Antioch, CA							
Community 1 West County	4/30/2028	**Dr. Crystal McClendon-Gourdine** *(Chair)*	Baby Love Child Development Services 845 Meadow View Drive Richmond, CA 94806	Richmond, CA							
Community 2 Central/South County	4/30/2028	**Elianna Campos**	NCal Family Child Care Association	Concord, CA							
Community 3 Central/South County	4/30/2027	**Hannah Michaelsen** *(Second Chair)*	CARE Parent Network 1340 Arnold Dr. #15 Martinez, CA 94553	Martinez, CA							
Community 4 East County	4/30/2027	**Candy Duperroir**	California Child Care Resource & Referral Network	Antioch, CA							
Discretionary 1 East County	4/30/2027	**Rachel Bymun**	Luv Muffins Preschool 98 Water St Bay Point, CA 94565	Bay Point, CA							
Discretionary 2 Central/South County	4/30/2027	**Amy Mockoski**	Contra Costa County Library Librarian III	Martinez, CA							
Discretionary 3 Central/South County	4/30/2028	**Khulood Jamil**	Khulood's Child Care	Pleasant Hill, CA							
Discretionary 4 West County		Vacant									
Public Agency 1 West County	4/30/2027	**Amy Wells**	Contra Costa County Community Services Bureau 3068 Grant Street Concord, CA 94520	Discovery Bay, CA							
Public Agency 2 Central/South County	4/30/2027	**Corrie Littlejohn-Pope**	Mount Diablo Unified School District 1936 Carlotta Dr, Concord, CA 94519	Walnut Creek, CA							
Public Agency 3 Central/South County	4/30/2028	**Megan Miccio**	CocoKids 5095 Lone Tree Way, Antioch, CA 94531	Concord, CA							
Public Agency 4 East County	4/30/2027	**Tim Fares**	Salesforce	Brentwood, CA							
LPC Coordinator		**Monica Joseph**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523		mjoseph@cccoe.k12.ca.us	925-942-3437					
Administrative Assistant		**Alexia Lamarque Peraza**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523		alamarqueperaza@cccoe.k12.ca.us	925-942-5313					
CCCOE Deputy Superintendent of Schools		**Lynn Mackey**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523		lmackey@cccoe.k12.ca.us	925-942-3358					

Application Form

Profile

Candida
First Name

S
Middle Initial

Duperroir
Last Name

Home Address

Suite or Apt

Antioch
City

CA
State

94509
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

California Child Care Resource & Referral Network
Employer

Director of Public Policy
Job Title

Length of Employment

4 months

Do you work in Contra Costa County?

○ Yes ◉ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

32 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Local Planning and Advisory Council for Early Care and Education (LPC): Submitted

Seat Name

Community Representative

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

12

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Los Medanos College

Degree Type / Course of Study / Major

A.A, Liberal Arts

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

CAL State East Bay

Degree Type / Course of Study / Major

BA Major Human Development, Minor Women

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ◉ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ◉ No

Other Training B

Certificate Awarded for Training?

○ Yes ◉ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

With over 25 years of dedicated service in the field of early care and education, I bring a deep, hands-on understanding of the child care system, both from a direct service and a policy and systems-change perspective. My professional journey includes extensive work as the Child Care Resource & Referral (R&R) agency in Contra Costa County, CocoKids, where I have supported families in accessing quality child care and guided providers - both formal and informal - in growing sustainable businesses, navigating licensing and implementing trauma-informed care, and meeting the diverse needs of children and families. I am a successful story of a mother of three who used subsidized child care to complete my education and start a career in Family- Centered Policy and Advocacy for all children.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am the Director of Public Policy at the California Child Care Resource & Referral Network and I represent all R&Rs who are the hub for families and child care providers of all types to receive assistance in paying and looking for child care. Child Care is the Backbone of our Workforce and without it we can't build the California Economy!

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

I served on the CAB for AB109 and the experience was life changing.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Candida Duperroir

[redacted]

OBJECTIVE

Seeking a Director of Public Policy position at the California Child Care Resource & Referral Network. To find a position where my leadership and advocacy skills and experience help to advance child care policies for families and child care providers.

California Child Care Resource & Referral Network, San Francisco, CA
2025- Present – Director of Public Policy

Hively, Alameda County, CA
2022-2024 ***- VP of Community Services & Public Policy, Director of Community Services & Education***

- Create strategies and goals for Hively to support families, child care providers and the community in Alameda County to disrupt poverty and create accessible and healthy policies at the local, state and federal levels.
- Collaborate with the Hively team to design, deliver and evaluate high impact and innovative programs and services.
- Provide educational opportunities to families and all types of child care providers.
- Leverage Hively Mental Health team to bring wellness programs and other mental health skill building programs to schools and the community.
- Manage the partnerships and funding from government contracts and city/agency grants to ensure goals and objectives are fulfilled. Oversee reporting requirements.
- Provide leadership, supervision, and support to a small and dedicated team. Develop measurable goals and outcomes with everyone that aligns with department strategy.
- Ensure the smooth operation of the Hively Family Resource Centers. Develop and promote community and company volunteer involvement.
- Partner with Alameda County school districts to provide education about CCRR programs and how children can benefit, including UPK and Early Learning before and after school programs.
- Represent Hively at community meetings, advisory groups, and city functions.

Insperity / CocoKids, Contra Costa Child Care Council, Contra Costa County, CA
1999-2022-*Resource & Referral and Child Care Bridge Team Manager, RR Supervisor, Program Assistant*

- Manage the daily operations of nine team members within 3 area offices to ensure compliance with State and Federal regulations as well as the Agency's policies and procedures
- Manage and oversee the Emergency Child Care Bridge Program for Foster Children, to include the Enhanced Referral, Voucher and Provider Coaching processes, Reports
- Manage state budgetary, personnel, contracting and administrative practices
- Responsible for staff development and training of all new hires and veteran employees
- Interview and recommend candidates for employment or termination
- Create and generate all monthly reports necessary for agency operations
- Consult with Agency Executive Staff to identify operational budgeting with regards to Alternative Payment Program, CalWORKS Stage 2 and 3 programs and Resource & Referral
- Meet programmatic compliance deadlines and implement policy changes as necessary
- Ensure all projects are completed accurately on schedule
- Resolve employer challenges with budget restraints and legislative bills
- Act as a liaison in collaboration with the Contra Costa County Health & Human Services, City Council Members, County Supervisors, Community Care Licensing, County office of Education and Local Planning Council as well as other community organizations
- Maintain accurate and timely parent and provider files in accordance with Title 5 State Regulations and Funding Terms and Conditions
- Maintain accurate computer database
- Coordinated the schedules of the R & R department as well as administrative staff
- Updated resource files on parent and provider resources in the community
- Completed monthly data and statistical reports
- Accountable for staff training and development
- Compiled reports to meet contract deadlines and satisfy Title 5 Funding Terms and Conditions contract

- Assisted Area Office staff with the coordination of provider development training
- Provided back up for referral intakes
- Provide back up for fingerprinting
- Assisted in processing of Trustline applicants
- Attended workshops, conferences, and community meetings assigned by the Area Director
- Maintained clearinghouse of local child care training opportunities
- Maintained Community Care Licensing
- Conserve Area Office administrative files

EDUCATION

California State University East Bay, Hayward, California – BA Human Development, minor Early Childhood Education, June-2011
Certified in Management & Supervision – Los Medanos College, Pittsburg, CA - May 2020

PROFESSIONAL ORGANIZATIONS & CERTIFICATIONS

- Active Public Policy Chair of the California Resource & Referral Network
- Active Public Policy Member of the California Family Resource Association (CFRA)
- Active Member of Child Welfare State Family First Prevention Services (FFPS) Advisory Committee
- Former Organizer for Parent VOICES Child Care advocacy on local, state & federal level
- National Women's Law Center Alumni
- Local Planning Commission – Advocacy Chair
- Trauma Informed Certified Coach
- Five Protective Factors Facilitator
- Parent Café Facilitator
- Child Care Aware for Child Care Resource & Referral
- Agency (NACCRRA), Leadership & Management Training
- Contra Costa County Community Advisory Former Board Member (CAB) to reduce the overcrowded prison population and decrease recidivism for adults and juveniles.

SKILLS

Proficient with Google, Microsoft Office Applications, CC3, My Child Plan Software, CC4 (MCT).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4095 **Agenda Date:** 10/7/2025 **Agenda #:** C.32.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: In-Home Supportive Services Public Authority Advisory Committee (IHSSPAAC)

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Wilson Cheng to the Consumer Under 60 Seat #1 with a term expiring March 6, 2028 and Rose Acampora to the Under 60 Seat #2 with a term expiring March 6, 2026 on the In-Home Supportive Services Public Authority Advisory Committee, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The Board established the In-Home Supportive Services (IHSS) Public Authority Advisory Committee in March 1998. Terms of membership are four years.

The Mission of the Public Authority Advisory Committee is to provide advice and assistance to the Board, Public Authority, and IHSS staff; and to provide a forum for discussion for consumers of personal assistance services, providers, advocates, and other interested parties to participate in Public Authority policy and program development. The primary role of the Advisory Committee is to serve in an advisory capacity to the Public Authority Governing Board (Board), Public Authority staff, and the administrators of ln-Home Supportive Services (IHSS).

At the September 8, 2025, Family and Human Services Meeting, the Committee approved the appointment Wilson Cheng to the Consumer Under 60 Seat #1 with a term expiring March 6, 2028 and Rose Acampora to the Under 60 Seat #2 with a term expiring March 6, 2026 on the In-Home Supportive Services Public Authority Advisory Committee.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

Name	Residential City	District/Position	Start Date	Term Ends	
District Seats					
Mustafa Aisalihy (12665)	El Sobrante	District 1 - John M Gioia	6/22/2021	6/22/2025	*expired
Vacant		District 2 - Candance Andersen	5/24/2022	5/25/2026	
Sydney Anderson (13922)	Bethel Island	District 3 - Diane Burgis	3/6/2024	3/6/2028	
Brock Randall Dubbela	Walnut Creek	District 4 - Ken Carlson	6/4/2024	3/6/2028	
Masoud Hamidi	Pittsburg	District 5 - Federal D. Glover	6/23/2023	6/23/2025	* expired
Consumer Seats					
Vacant		Consumer Under 60 - Seat 1		3/6/2028	
Vacant		Consumer Under 60 - Seat 2		3/6/2026	
Vacant		Consumer Any Age - Seat 3		3/6/2026	
Vacant		Consumer Any Age - Seat 4		3/6/2026	

Contra Costa County

For Office Use Only	For Reviewers Use Only:
Date Received:	Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

IHSS PA Advisory Committee — PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

Consumer Seat — PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Acampora, Rose — Acampora Rose
(Last Name) (First Name) (Middle Name)

2. **Address:** [redacted] Concord, CA 94518 [redacted] (Zip Code)

3. **Phones:** [redacted]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [redacted]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma ☑ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved: High School Diploma + Some College

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UC Berkeley	Social Work	Yes No ☐☑	112			
B) Berkeley City College	Travel	Yes No ☐☑				
C)		Yes No ☐☐				
D) Other schools / training completed: BCC	Course Studied: Travel	Hours Completed: 8 courses			Certificate Awarded: Yes No ☒☐	

THIS FORM IS A PUBLIC DOCUMENT

6. **PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.**

A) Dates (Month, Day, Year) From / To	Title / Employer's Name and Address	Duties Performed
From: 9999 To: 9999 Total: Yrs. 9999 Mos. 9999 Hrs. per week ____ . Volunteer ☐	see attached - pdf does not Employer's Name and Address	
B) Dates (Month, Day, Year) From / To	**Title / Employer's Name and Address**	**Duties Performed**
From: 9999 To: 9999 Total: Yrs. 9999 Mos. 9999 Hrs. per week ____ . Volunteer ☐	see attached - pdf does not Employer's Name and Address	
C) Dates (Month, Day, Year) From / To	**Title / Employer's Name and Address**	**Duties Performed**
From: 9999 To: 9999 Total: Yrs. 9999 Mos. 9999 Hrs. per week ____ . Volunteer ☐	see attached - pdf does not Employer's Name and Address	
D) Dates (Month, Day, Year) From / To	**Title / Employer's Name and Address**	**Duties Performed**
From: 9999 To: 9999 Total: Yrs. 9999 Mos. 9999 Hrs. per week ____ . Volunteer ☐	see attached - pdf does not Employer's Name and Address	

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Question 6

A. Dates: March 2023 to Present – 2 year and 1 month

Title: Case Manager

Employer: Easy Does It Emergency Services

Address: PO Box 3365 Berkeley 97403

Duties: assess client service utilization, determine need, refer to other services, recruit, screen and refer caregivers to clients

B. Dates: December 2019 to May 2020 – 6 months

Title: Interim Executive Director

Employer: Easy Does It Emergency Services

Address: PO Box 3365 Berkeley 97403

Duties: Maintained relationship with City of Berkeley and other funders. Managed $1.3 budget from multiple sources and foster relationships with funders. Developed procedures for newly established grant with the Alameda County Transportation Commission. Ensured daily operations continued and managed/coached staff. Developed and stayed up to date on fluid COVID19 protocols as outlined by the CDC. Chaired search committee for the agency's permanent Executive Director.

C. Dates: Mid 2014 to September 2019 – over 4 years

Title: *Supervising Clerk II/Program Manager*

Employer: Public Authority for IHSS and Alameda County

Address: 6955 Foothill Blvd third floor, Oakland 94605

Duties: Oversee the entire Homecare Registry for the Alameda County's In Home Support Services Program. Recruit, hire, train and manage 8-10 Staff.

Develop and implement policies and procedures. Attend labor management meetings with the Homecare Providers' Union. Stay informed and train staff about State policies, which effect the disability and senior communities. Advocate, on a local and State level, to maintain quality in home options for people living with disabilities and seniors. Screen potential care Providers for the Registry. Serve as liaison between Registry Staff, IHSS, Adult Protection and other social services agencies.

D. Dates: October 2009 to Mid 2014 – over 5 years

Title: Registry Coordinator

Employer: Public Authority for IHSS and Alameda County

Address: 6955 Foothill Blvd third floor, Oakland 94605

Duties: Worked closely with Consumers, assessed their needs for in home care, offered guidance, and selected pre-screened workers for Consumers to interview and hire. Recruited and trained homecare Providers. Maintained a database of available Providers. Assisted in creating policies and procedures manuals. Mentored new Registry Coordinators.

7. How did you learn about this vacancy?

☑ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☐ Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☑ Yes ☐

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No ☑ Yes ☐

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Nam[redacted] Date: 4/8/25

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553**.
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

THIS FORM IS A PUBLIC DOCUMENT

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA **and for Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.

II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:

1. Mother, father, son, and daughter;
2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Rose Acampora

[redacted]

PROFESSIONAL SUMMARY

- **Experienced Manager**: Supervised employees, managed budgets exceeding $1,100,000, oversaw daily business operations, created policies and procedures.
- **Outstanding Leader**: Served as mentor, trainer, group facilitator, and advocate for youth, adults and seniors with special needs, highly developed interpersonal skills.
- **Motivator and Team Builder**: Excellent public speaking and presentation skills, ability to effectively communicate an organization's mission and vision, skilled at conflict resolution.
- **Highly Skilled Professional**: Superior organizational skills, strong ability to multi-task, strategic thinker and problem-solver, detail-oriented.
- **Effective Communicator**: Strong written and verbal communication skills, professional phone manner, keen sense of humor.
- **Computer Proficiency**: Microsoft Office, Outlook, result focused internet research, Registry Software (HOMCare, CareTracker, NEXUS).

HISTORY

Public Authority for In Home Support Services **2009-2019**

Supervising Clerk II/Program Manager, 2014-2019

Oversee the entire Homecare Registry for the Alameda County's In home Support Services Program. Recruit, hire, train and manage 8-10 Staff. Develop and implement policies and procedures. Attend labor management meetings with the homecare Providers' Union. Stay informed and train staff about State policies, which effect the disability and senior communities. Advocate, on a local and State level, to maintain quality in home options for people living with disabilities and seniors. Screen potential care Providers for the Registry. Serve as liaison between Registry Staff, IHSS, Adult Protection and other social services agencies.

Registry Coordinator, 2009- 2014

Worked closely with Consumers, assessed their needs for in home care, offered guidance, and selected pre-screened workers for Consumers to interview and hire. Recruited and trained homecare Providers. Maintained a database of available Providers. Assisted in creating policies and procedures manuals. Mentored new Registry Coordinators.

Center for Independent Living **2009**

Registry Specialist

Assessed consumers' needs both in person and over the phone. Matched caregivers and consumers specific needs utilizing a detailed database. Maintained detailed records of interactions with caregivers and consumers. Attended caregiver orientations, conducted interviews and reference checked all caregivers prior to acceptance to the home care database.

Easy Does It Emergency Services **2000-2008**

Co-Executive Director, 2004-2008

Developed and maintained relationship with the City of Berkeley and the Public Authority of Marin, various foundations and other non-profit funding sources. Corresponded closely with the Board of Directors. Hired, trained, and supervised emergency on-call attendants, dispatchers, and office personnel. Prepared and managed budgets exceeding $1,000,000. Responsible for outreach to diverse communities. Dispatched and prioritized calls. Managed a staff of 25 employees and up to 5 volunteers.

Director of Emergency Services, 2000-2004
Supervised daily operations. Hired, trained, supervised, and scheduled staff of 20 employees. Drafted and implemented organizational policies, including creation of an agency handbook. Processed time sheets and payroll. HR responsibilities including benefits coordination. Responsible for fiscal management.

EDUCATION

University of California, Social Work *1991-1998*

Berkeley City College *2007*
Professional Travel Counsel Certificate

Contra Costa County

Print Form

Please return completed applications to:
Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Wilson | **Middle Initial** W. | **Last Name** Cheng

[redacted]

[redacted]

Email Address [redacted]

El Cerrito

Resident of Supervisorial District (if out of County, please enter N/A): 1 District Locator Tool

[redacted] ☐ Yes ☑ No **If Yes, in which District do you work?**

Current Employer | **Job Title** | **Length of Employment**

How long have you lived or worked in Contra Costa County? 18 years

Board, Committee, or Commission IHSS Public Authority Advisory Committee

Seat Name Consumer Seat - Under 60

Have you ever attended a meeting of the advisory board for which you are applying?

Please check one: ☑ Yes ☐ No If Yes, how many? Every meeting since 06/2009

EDUCATION

Check appropriate box if you possess one of the following:

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Degree Type/ Course of Study/Major	Degree Awarded
UC Berkeley	Bachelor of Arts in English	☑ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Occupational Licenses Completed:

Other Trainings Completed:		Certificate Awarded for Training?
	Computer Training Program	☑ Yes ☐ No
		☐ Yes ☐ No

Do you have any obligations that might affect your attendance at scheduled meetings? ☐ Yes ☑ No

If Yes, please explain:

Would you like to be considered for appointment to other advisory bodies for which you may be qualified? ☑ Yes ☐ No

Are you a veteran of the U.S. Armed Forces? ☐ Yes ☑ No

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Please explain why you would like to serve on this particular board, committee, or commission.

I enjoy advocating for people with disabilities by changing current policies regarding disability rights through modifying the language of the policies in order for them to be more inclusive of all disabilities through brainstorming, passing, and implementing new policies that will affect the quality of care that people with disabilities will be receiving in the future.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume).

I have been a Board Member since 2009, and am currently serving as Vice Chair on the In Home Supportive Services Public Authority Advisory Committee, Chair of the Advocacy Sub-Committee as well as sitting on the Nominating Sub-Committee of the Advisory Committee.

I have also been a Board Member of the Independent Living Resources of Solano and Contra Costa Counties since 2014, and have been serving as its Board President since 2017.

I am including my resume with this application:

Please check one: ☑ Yes ☐ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☑ Yes ☐ No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

In Home Supportive Services Public Authority Advisory Committee

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

In Home Supportive Services Public Authority Advisory Committee

List any volunteer and community experience, including any boards on which you have served.

Independent Living Resources of Solano and Contra Costa Counties

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section on page 3 of this application or Resolution No. 2021/234).

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

THIS FORM IS A PUBLIC DOCUMENT

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or ommissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Wilson Cheng **Date:** 5/30/2025

Submit this application to: ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

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THIS FORM IS A PUBLIC DOCUMENT

[redacted]

SUMMARY

Talented and self-motivated writer and editor with a creative vision, great attention to detail, and a commitment to delivering dynamic written content. Ability to work under pressure to ensure strict deadlines are met. Extremely resourceful with experience utilizing print and social media to develop original content and gain loyal readers.

KEY COMPENTENCIES

TIME MANAGEMENT	RESEARCH/ANALYTICS	SOCIAL MEDIA
MULTI-TASKING	WORK PRIORITIZATION	PRINT/DIGITAL MEDIA
BLOG MANAGEMENT	CONFIDENTIALITY	TEAM COLLABORATION
COPYWRITING	PROOFREADING	CONTENT DEVELOPMENT

COLLEGE EDUCATION

University of California, Berkeley **Berkeley, CA** ***Bachelor of Arts in English***

PROFESSIONAL EXPERIENCE

Independent Living Resources of Solano & Contra Costa Counties Board of Directors Concord, CA

Board President 07/2017 – Present

- Appoint standing and AD HOC committees in accordance with by-laws
- Serve as ex-officio member of all committees and monitor their activities
- Draft, review & update Board's documents
- Provide legal authorization by signature on behalf of the agency where pertinent (i.e. contracts)
- Conduct activities of assignments as given by the Board of Directors
- Work with the Executive Director to develop meeting agendas
- Act temporarily on behalf of the Board in emergencies if action must be taken before the Board or Executive Committee can meet

Board Member 07/2014 – Present

- Review Board's budget & financials
- Oversee Board's grants
- Review and approve Board's documents
- Advocate for people with disabilities to live independently
- Support and partner with the community to expand opportunities for independent living

In-Home Supportive Services Public Authority Pleasant Hill, CA

Advisory Committee Vice-Chair 01/2020 – Present

- Stay current on all Advisory Committee issues affecting the program, and know the procedures and processes set to handle them
- Assist the Chairperson in all aspects of the Chairperson's position including:
    - Act as chairperson in their absence, advise Executive Director on meeting agendas, ensure that committee members receive adequate training, and that all committees function appropriately

Advisory Committee Member 06/2009 – Present

- Stay informed & educated on IHSS/Public Authority issues, provide consumer & provider input into IHSS
- Advise and make recommendations to the Board of Supervisors on issues regarding Public Authority policy, program development, activities, services, and budget
- Participate in community outreach, educational activities, and exploration of alternative funding sources
- Review, advise, and make recommendations to the Board on pending state legislation and budget that impact the IHSS program, consumers, providers, and/or Public Authorities
- Engage in advocacy activities related to IHSS consumer and provider issues while notifying the Board of such activities
- Hear appeals and make final decisions regarding removal of providers or consumers from the Registry

AFFLIATIONS

The National Society of Leadership and Success Jersey City, NJ

Member 09/2021 – Present

ADDITIONAL CREDENTIALS

Software:Microsoft Word, PowerPoint, Excel, Access, Adobe Acrobat Pro (Proficient)
Dreamweaver, Photoshop (Knowledgeable)
Networking Application: Google Hangout, Facebook Chat, Twitter, LinkedIn, Skype, Zoom, Microsoft Teams
Languages: English (Native or bilingual proficiency), Mandarin (Limited working proficiency)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4096 **Agenda Date:** 10/7/2025 **Agenda #:** C.33.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the Workforce Development Board (WDB)

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Tim Sbranti to the Labor Seat #3 seat, Doug Jones to the Labor Seat #4, Patience Ofodo to the Business Seat #12, Dawn King to the Business Seat #13 with terms expiring June 30, 2029; and REAPPOINT Timothy Jeffries to the Labor Seat #1 with a term expiring June 30, 2029 on the Workforce Development Board (WDB), as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
Compared to predecessor legislation, the Workforce Innovation and Opportunity Act (WIOA) substantially changes Local Board composition by reducing local workforce development board size while maintaining a business and industry majority and ensuring representation from labor and employment and training organizations.

At the September 8, 2025, Family and Human Services Meeting, the Committee approved the appointment of Tim Sbranti to the Labor Seat #3 seat, Doug Jones to the Labor Seat #4, Patience Ofodo to the Business Seat #12, Dawn King to the Business Seat #13 with terms ending June 30, 2029, and the reappointment of Timothy Jeffries to the Labor Seat #1 with a term ending June 30, 2029 on the Workforce Development Board.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

Workforce Development Board Contra Costa County

BOARD MEMBER PUBLIC ROSTER

BUSINESS SEAT	NAME	ORGANIZATION	INDUSTRY	District # (Employment)
BUSINESS 1	Michael McGill	MMS Design Associates	Construction	District #2
BUSINESS 2	Jerry L. Aranas	Lam Research	Computer & Technology	District # -
BUSINESS 3	Devonn Powers	Humanity Way, Inc.	Social Service	District #4
BUSINESS 4	Terry Curley	United Business Bank	Banking	District #4
BUSINESS 5	**VACANT**			
BUSINESS 6	**VACANT**			
BUSINESS 7	Nichol Carranza	Marathon Petroleum Corporation	Advanced Manufacturing	District #5
BUSINESS 8	**Application Rescind (Pending APPROVAL)**			
BUSINESS 9	**VACANT**			
BUSINESS 10	Natasha Paddock	C.O.P.E. Family Support Center Inc.	Social Service	District #5
BUSINESS 11	Brandon Matson	Martinez Refining Company	Advanced Manufacturing	District #5
BUSINESS 12	Patience Ofodu **(Pending FHS/BOS Confirmation)**	East Bay Economic Development Alliance		District # -
BUSINESS 13	Dawn King **(Pending FHS/BOS Confirmation)**	Harris & Rosales LLP		District # -
WORKFORCE/LABOR	**NAME**	**ORGANIZATION**	**INDUSTRY**	**District # (Employment)**
LABOR SEAT # 1	**Timothy Jefferies(Pending FHS/BOS Confirmation)**	International Brotherhood of Boilermakers	Skilled Trades	District#4
LABOR SEAT # 2	Joshua Anijar	Central Labor Council Contra Costa County	Skilled Trades	District #5
LABOR SEAT # 3	**Tim Sbranti (Pending FHS/BOS Confirmation)**	Contra Costa Building and Construction Trades Council	Skilled Trades	District #5
LABOR SEAT # 4	**Doug Jones (Pending FHS/BOS Confirmation)**	SEIU - UHW	Skilled Trades	Oakland, CA
LABOR SEAT # 5	**VACANT**			
EDUCATION & TRAINING	**NAME**	**ORGANIZATION**	**INDUSTRY**	**District # (Employment)**
EDUCATION & TRAINING #1 (ADULT EDUCATION)	Steven France	Del Valle Education Center	Education	District #4
EDUCATION & TRAINING #2 (HIGHER EDUCATION)	Kelly Schelin	Contra Costa Community College District	Education	District #1
EDUCATION & TRAINING #3 (ECO./COMMUNITY DEV.)	Leslay Choy	San Pablo Economic Development	Advertising & Marketing	District #1
EDUCATION & TRAINING # 4 (WAGNER PEYSER)	Richard Johnson	California Employment Development Department	Government	District #4
EDUCATION & TRAINING # 5 (VOCATIONAL REHAB.)	**VACANT**			
FLEX SEAT	**NAME**	**ORGANIZATION**	**INDUSTRY**	**District # (Employment)**
FLEX SEAT #1	Gregory Brooks	West Contra Costa Unifed School District	Education	District #1
FLEX SEAT # 2	Alison McKee	Contra Costa County Library	Government	District #5

Application Form

Profile

Tim
First Name

Middle Initial

Sbranti
Last Name

[redacted]
Home Address

Suite or Apt

Dublin
City

CA
State

94568
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

None Selected

Contra Costa Building and Construction Trades Council
Employer

Executive Director
Job Title

Length of Employment

6 months

Do you work in Contra Costa County?

(•) Yes ( ) No

If Yes, in which District do you work?

5

How long have you lived or worked in Contra Costa County?

6 months

Are you a veteran of the U.S. Armed Forces?

( ) Yes (•) No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Appointed by Contra Costa Central Labor Council (Josh Anijar)

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Sacramento State

Degree Type / Course of Study / Major

BA - Government, Teaching Credential

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

National University

Degree Type / Course of Study / Major

Administration Credential

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

As Executive Director of the Contra Costa Building and Construction Trades Council, it is core to our mission to provide pathways for residents of Contra Costa County to enter as apprentices with any of our 20 affiliates. We are also interested in providing and expanding MC3 pre-apprenticeship programs and doing more outreach to increase the diversity of our workforce and also do outreach to other targeted communities such as veterans, those aging out of the foster system, and those who were formerly incarcerated (both juveniles and adults)

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have spent my entire life in various aspects of workforce development, including 24 years as an educator in the K-12 system, Trustee for the Chabot-Las Positas Community College District, and Vice-Chair of the California Collaborative for Educational Excellence. In addition, I spent 12 years on the Dublin City Council (6 as Mayor) where we were at the forefront of economic and workforce development.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

◉ Yes ○ No

If Yes, please explain:

Our Contra Costa Building Trades Council meets on the 1st and 3rd Thursday of the month from 8:00-11:00 a.m.

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

President - Chabot Las Positas Community College Foundation Board; President - City Serve of the Tri-Valley; Vice President - Innovation Tri-Valley Leadership Group; Former President - Suppy Bank.org; Advisory Board Member - Three Valleys Community Foundation

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

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   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Tim Sbranti

Executive Director, Contra Costa Building and Construction Trades Council

- **Contra Costa Building and Construction Trades Council**
- **California State University-Sacramento**

Dublin, California, United Sta

Executive Director

Executive DirectorExecutive Director
Contra Costa Building and Construction Trades Council · Full-timeContra Costa Building and Construction Trades Council · Full-timeFeb 2025 - Present · 6 mosFeb 2025 to Present · 6 mos

- **Sports Broadcaster**

Sports BroadcasterSports Broadcaster
Tri-Valley Community Television (TV30) · Part-timeTri-Valley Community Television (TV30) · Part-timeOct 2011 - Present · 13 yrs 10 mosOct 2011 to Present · 13 yrs 10 mosPleasanton, California, United StatesPleasanton, California, United States

- **Athletic Director**

Athletic DirectorAthletic Director
Dublin High SchoolDublin High SchoolAug 2018 - Jun 2025 · 6 yrs 11 mosAug 2018 to Jun 2025 · 6 yrs 11 mos

- 

Vice Chair Board Of DirectorsVice Chair Board Of Directors

California Collaborative for Educational ExcellenceCalifornia Collaborative for Educational ExcellenceFeb 2015 - Jun 2025 · 10 yrs 5 mosFeb 2015 to Jun 2025 · 10 yrs 5 mosSacramento, California, United StatesSacramento, California, United States

- **Director of Strategic Initiatives**

  Director of Strategic InitiativesDirector of Strategic Initiatives
  Innovation Tri-Valley Leadership Group · ContractInnovation Tri-Valley Leadership Group · ContractDec 2018 - Jan 2025 · 6 yrs 2 mosDec 2018 to Jan 2025 · 6 yrs 2 mos

- 

  Board TrusteeBoard Trustee
  Chabot-Las Positas Community College District · Part-timeChabot-Las Positas Community College District · Part-timeApr 2019 - Dec 2024 · 5 yrs 9 mosApr 2019 to Dec 2024 · 5 yrs 9 mosDublin, California, United StatesDublin, California, United States

- **Deputy Chief of Staff/District Director**

  Deputy Chief of Staff/District DirectorDeputy Chief of Staff/District Director
  Office of Congressman Eric Swalwell (CA-15) · Full-timeOffice of Congressman Eric Swalwell (CA-15) · Full-timeJun 2015 - Aug 2018 · 3 yrs 3 mosJun 2015 to Aug 2018 · 3 yrs 3 mosCastro Valley, California, United StatesCastro Valley, California, United States

- 

  Teacher/CoachTeacher/Coach

Dublin Unified School District · Part-timeDublin Unified School District · Part-timeJun 2015 - Jul 2018 · 3 yrs 2 mosJun 2015 to Jul 2018 · 3 yrs 2 mosDublin, California, United StatesDublin, California, United States

- 

Teacher/Student Activities Director/CoachTeacher/Student Activities Director/Coach
Dublin High School · Full-timeDublin High School · Full-timeSep 1998 - Jun 2015 · 16 yrs 10 mosSep 1998 to Jun 2015 · 16 yrs 10 mosDublin, California, United StatesDublin, California, United States

- 

City of Dublin, CACity of Dublin, CA
Part-time · 12 yrs 9 mosPart-time · 12 yrs 9 mos

- o
  - **MayorMayor**
    Dec 2008 - Dec 2014 · 6 yrs 1 moDec 2008 to Dec 2014 · 6 yrs 1 moDublin, California, United StatesDublin, California, United States
  - **City Council MemberCity Council Member**
    Apr 2002 - Dec 2008 · 6 yrs 9 mos

Application Form

Profile

Doug
First Name

S
Middle Initial

Jones
Last Name

[redacted]
Home Address

Suite or Apt

San Leandro
City

CA
State

94577
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ N/A - Out of County

SEIU-UHW
Employer

Political Organizer
Job Title

Length of Employment

17 years

Do you work in Contra Costa County?

○ Yes ◉ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

N/A

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ G.E.D. Certificate

College/ University A

Name of College Attended

Chabot College

Degree Type / Course of Study / Major

Near AA

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I have served on the Alameda County Workforce Development Board for many years. As I approach the end of my last term on that important Board, I am interested in continuing this WDB service here in the East Bay, where I have lived for all of my 62 years. Contra Costa and Alameda Counties share many workforce issues, and we have received presentations at the Alameda WDB meetings from leaders of organizations who share information which involve data from both Counties, but there are also areas in which the two Counties differ. It would be a pleasure to bring my knowledge, curiosity, and ability to work with leaders who have a range of ideologies and experiences of their own to improve the economy and culture of Contra Costa County. Jobs which provide at least a living wage, health insurance, and safe, respectful working conditions improve our society. I'm ready to help improve Contra Costa County society in this way.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

In addition to my current service on the Alameda County WDB, I am in my third term as an Executive Board member of the Contra Costa Labor Council, and have served as a Delegate at the CCLC since 2008. These services have been important parts of my work as the East Bay Regional Political Organizer for SEIU-UHW, a Statewide healthcare workers' Union of over 110,000 members, almost all of whom work at private sector hospitals and clinics; many thousands of UHW members live and/or work in Contra Costa County. I've also taken the opportunity to work with coalition partners and allies outside the Labor movement. Among those has been the Contra Costa Democratic Party Central Committee. My many years of this coalition work was recognized by the County DPCC in 2019 when they chose me as the recipient of their Robert Reich Award. I have also served a term on the Alameda County Measure A Oversight Committee, which oversees the contracted providers of safety net health care services for indigent and underserved communities which Measure A tax revenue are required to serve. This Oversight Committee reports to the County Supervisors and plays a key advisory role on the Supervisors' annual choices on where they choose to direct Measure A revenue. My service as an SEIU-UHW staff member was preceded by my 25 years as a health case worker at Eden Medical Center, a Trauma-designated hospital.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

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List any volunteer or community experience, including any advisory boards on which you have served.

See above.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

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Contra Costa County Boards & Commissions

Submit Date: Aug 02, 2024

Application Form

Profile

Patience (First Name) | C (Middle Initial) | Ofodu (Last Name)

[redacted] (Home Address)

Suite or Apt

San Ramon (City) | CA (State) | 94582 (Postal Code)

[redacted] (Primary Phone)

[redacted] (Email Address)

District Locator Tool

Resident of Supervisorial District:

☑ District 2

East Bay Economic Development Alliance - Oakland, CA (Employer)

Head of Community Relations and Strategic Partnerships (Job Title)

Length of Employment

16 months

Do you work in Contra Costa County?

○ Yes ◉ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

18 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

open

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

over 50

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

CSU East Bay

Degree Type / Course of Study / Major

Masters / Public Administration

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Workforce Development Executive Development

Certificate Awarded for Training?

(•) Yes ( ) No

Other Training B

Leadership Contra Costa

Certificate Awarded for Training?

(•) Yes ( ) No

Occupational Licenses Completed:

California Department of Real Salesperson License

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

As an 18-year county resident, I am passionate about giving back to my community. I bring extensive experience in workforce and economic development, honed during my almost 11 years as county staff. The county has provided me with outstanding leadership experience and training. I am passionate about workforce development and deeply relate with the workforce community and stakeholders. I advocate for programs to help small businesses and the vulnerable population. My current role at the East Bay Economic Development Alliance as Head of Community Relations and Strategic Partnerships aligns with key industry sectors. I believe in the power of innovative strategic partnerships and collaborative efforts to create a thriving economic landscape. I continue collaborating with the WDBCCC staff and board members, referring alliances and supporting the WDBCCC's efforts. Board membership will allow me to leverage my partnerships in Alameda and Contra Costa to support the WDBCCC.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have 15 years of leadership experience in workforce and economic development across the Bay Area. My nearly 11 years with Contra Costa County include serving as Interim Executive Director of the Workforce Development Board, Workforce Services Specialist/Business Services Manager, One-Stop Career Center Coordinator, and Case Manager. I convene industry, government, labor, education, community, and other stakeholders to address the skills gap and match job seekers with future employers. I recruited board members from top employers and non-profit organizations, staffed committees, raised sponsorships for events, and presented at workforce conferences and to community partners. I collaborated with state workforce and economic development organizations to ensure the appropriate application and accountability of workforce programs and funding. I participated in several county initiatives. As a California Workforce Association (CWA) Race and Equity Committee member, we designed an Action plan during the pandemic. My experience also extends to the workforce and economic development roles in Alameda County and the San Jose Office of Economic Development. Other initiatives and publications I coordinated or partnered with are the Contra Costa Economic Partnership for the Equitable Economic Recovery Task Force, which aims to expand economic opportunity in Contra Costa County and MEETING THE DEMAND HEALTH CARE WORKFORCE IN CONTRA COSTA COUNTY. I serve on several boards, including as Chair for the City of San Ramon Economic Development Advisory Committee. I also have experience as a CA-licensed real estate salesperson for over 20 years and as a past small business owner.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

(•) Yes ( ) No

Do you have any obligations that might affect your attendance at scheduled meetings?

( ) Yes (•) No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

( ) Yes (•) No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Board Member Concord Chamber of Commerce, 2024, Chair City of San Ramon Economic Development Advisory Committee, 2024. Chair Economic Development Directors Council of East Bay Economic Development Alliance 2023, Executive Board Member San Ramon Chamber of Commerce 2018, East Bay Leadership Council 2022, and California Workforce Association member 2022.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Patience C Ofodu

Contact Information
Patience C Ofodu – [redacted]

Professional Summary:

East Bay workforce and economic development leader with over 15 years in strategic roles across the Bay Area. Demonstrates a proven track record in driving economic growth, enhancing workforce capabilities, and fostering community partnerships. Skilled in strategic partnerships, community relations, policy development, advocacy, program management, event coordination, and stakeholder engagement. Recognized by the California Workforce Association (CWA) and the region as an expert on workforce development, frequently invited as a subject matter expert at state and regional convenings. Has hosted numerous employer and job seeker events with hundreds in attendance and participated extensively in national and local workforce and economic development conferences. Recognized for board member recruitment and managing board relationships and dedicated to Equity and Inclusion in supporting workforce development initiatives.

Professional Experience:

Head of Community Relations and Strategic Partnerships Economic Development Director
East Bay Economic Development Alliance - 2023-Present

- Engage with various stakeholders, including community members, business partners, government officials, and non-profit organizations.
- Design and implement community engagement strategies to foster positive relationships that align with the organization's mission and goals.
- Identify and pursue strategic partnerships that align with the organization’s goals.
- Foster collaboration between the organization and its partners to achieve mutual goals.
- Ensure efficient and effective use of resources and leverage partnerships to secure funding and sponsorships.
- Track and evaluate the performance and impact of partnerships.

Interim Executive Director (positions during this time include Workforce Services Specialist, Business Services Manager, One-Stop Career Center Coordinator, and Career Center Case Manager).
2012- 2023, Contra Costa County Workforce Development Board

- Expert in board member recruitment and staffing multiple committees
- Managed Federal and State programs and funding, including AB109/ Reentry, Rapid Response, Business Services, and Youth, Adult, and Dislocated Worker Programs.
- Built strong relationships with business leaders, policymakers, and community organizations.

- Conducted comprehensive labor market analyses to inform program development.
- Led initiatives that improved employment opportunities and access to employment opportunities
- Managed multi-million-dollar budgets and funding for workforce programs.
- Developed and implemented strategic plans with local businesses and educational institutions.

Business Services Lead
Alameda County - NUMMI Re-Employment Center (NRC-LETC-UAW), 2010 -2012

Business Services Coordinator Job Placement Specialist
City of San Jose Office of Economic and Program Development, Work2future, 2010 – 2012

New Home Community Sales Manager for Several Builders Including:
Summer Hill Homes, Lennar Homes, Signature Properties and Pulte Homes, 2001-2008

Computer Associates, ACCPAC Inc,
Account Manager/Business Partner Recruiter, 1998-2001

Education:

Master's degree in public administration
California State University, East Bay

Board Memberships and Leadership:

- Chair City of San Ramon Economic Development Advisory Committee, 2023-2024
- Board Member, Concord Chamber of Commerce, 2020-2024
- Chair and Co-Chair, Economic Development Directors Council of East Bay Economic Development Alliance, 2021-2023
- California Workforce Association, Race and Equity, Legislative, and Capacity Building Committees 2016-2023
- Contra Costa County Employment and Human Services Diversity and Equity Committee, 2021-2023
- Executive Board Member San Ramon Chamber of Commerce, 2017-2018
- Member East Bay Leadership Council (EBLC)
- Contra Costa College Community College District, Advisory Board Participation to support skills and curriculum development as invited.

Professional Development and Conferences:

Bay Area Social Services Consortium, UC Berkeley Executive Development Program, - 2022
California Association for Local Economic Development Conference (CALED) - 2014-2024
California Economic Summit, 2016-2023
California Federation of Labor Unions / Rapid Response Conference – 2013-2022
National Association of Workforce Boards Forum and California Workforce Association Conference, 2014–2022
Leadership Contra Costa Graduate - 2020
California Workforce Association (CWA) Executive Boot Camp - 2017
Keys to Economic Development Certificate Program (CALED) - 2019
Contra Costa County — EHSD Leadership Academy and Mentor and Mentee Program

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Executive Skills:

- Community Relations, Strategic Partnerships, Strategic Planning, Event Planning, Policy Development, Program Management, Stakeholder Engagement, Budget Management, Public Speaking, Advocacy.

Certifications:

- California Licensed Salesperson Certificate – 2001-Present

Contra Costa County Boards & Commissions

Submit Date: Feb 19, 2025

Application Form

Profile

Dawn
First Name

Middle Initial

King
Last Name

[redacted]
Home Address

Suite or Apt

Concord
City

CA
State

94521
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

- [x] District 4

Harris & Rosales LLP
Employer

Controller
Job Title

Length of Employment

1 year

Do you work in Contra Costa County?

- ○ Yes
- ◉ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

17 years

Are you a veteran of the U.S. Armed Forces?

- ○ Yes
- ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Business

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

1 - of the youth committee

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

SFSU

Degree Type / Course of Study / Major

Humanities/Philosophy

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I have worked as an accountant for 30+ years, mainly for small and medium-sized businesses. I have worn a lot of hats including the human resources role and I have a deep appreciation of what goes into business hiring decisions. I am passionate about small businesses and would like to contribute to the great work the WDB does creating opportunities in our local economy. I volunteered for many years with the San Francisco ILSP and have an appreciation of the obstacles many youth face in gaining an education and employment. I am interested in learning and serving my community and this seems like a perfect application of my skills, interests and background.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am an experienced accountant, business manager and small business owner, so I would bring a wealth of private sector knowledge and experience to the board. I bring skills in data management and analysis which I use daily in my job. I have done job training and tutoring both in my professional and volunteer work and have lead marketing and fundraising efforts both at work and in my volunteer experiences. I am eager to learn more about the great work the WDB has been doing in our community and would love to be a part of it.

Upload a Resume

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◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

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If Yes, please identify the nature of the relationship:

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   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Dawn King
[redacted]
www.linkedin.com/in/dawnwilkinsking

Controller, Harris & Rosales, LLP (3/2024-present)
Accounting, Process Development, Retirement Planning,
Data Analytics for a growing law firm. Supervise a staff of 4 accounting professionals.

Controller, ServiceMaster Restoration Services and ServiceMaster Recovery Management (3/2018-6/2023)
Controller and Accounting Manager for the largest ServiceMaster Franchise in the country. Supervised a staff of 14+ accountants and auditors. In my tenure we have remade and upgraded all department processes to maximize use of today's technology. Using Power BI, I successfully aggregated data from the Accounting and Operations sides of the business into actionable, integrated dashboards and reports that have contributed to more profitable billing and speedier collections.

Accounting Manager, Collins, Mason & Co. CPAs (8/2017-3/2018)
Supervised 6 bookkeepers who provided onsite and offsite full-charge, outsourced Accounting Services. We served Small-to-medium-Sized businesses clients, high net worth individuals and property investors. I worked closely with our clients as a proactive member of their management team. Leveraged cloud based apps, Excel and PowerBI skills to streamline client workflow and deliver insightful, accurate and customized financial reports.

Accounting Manager/Controller, California Sports and Orthopaedic Institute (10/2011-7/2017)
Performed/Supervised all accounting functions for a 2-location medical practice with 7 doctors and a large administrative staff. Produced and present to partners budgets and profitability reports on 12 profit centers. Calculate profit-based compensation for partners and physicians. Proactively worked with partners to identify areas for cost savings, contract improvements and new opportunities for growth. Manage the process of bringing the website, online profile and social media maintenance in-house.

Owner/President, King & Associates, Inc. (2010-2013)
I started this bookkeeping services firm which specialized in using QuickBooks along with other add-on applications to provide Full-Charge and after-the-fact, off-site, cloud-based bookkeeping services to 35+ clients. I supervised a staff of 11+ bookkeepers, data entry and marketing personnel. We did extensive marketing to the CPA community including 3 direct mail campaigns per year, 6 speaking engagements with the Cal Society of CPAs and a telemarketing campaign. I sold the company to one of my of my competitors in October 2013.

Accountant, Family Office, Seven Stones Winery, Ronald C. Wornick and the Wornick Family Foundation (2004-2008)
Full-Charge Bookkeeper for Seven Stones Winery, Ronald C. Wornick and the Wornick Family Foundation. Managed all aspects of Accountign and family office tasks for this high net-worth individual, his small business and his family foundation.
In 2007 I was promoted to a business management and marketing role to assist with the setup and the launch of Seven Stones Winery. In that capacity I developed relationships with vendors, oversaw the creation of all packaging and marketing materials, including website development and product launch.

Full Charge Bookkeeper (1999-2002), Associate Publisher (2002-2004), FrancePress, Inc.
I began as a bookkeeper for this publisher of two small magazines: France Today (an English-language publication targeting American Francophiles) and Le Journal Français (a French-language publication targeting American Francophones). In 2002 I was promoted to the position of Associate Publisher. Over my term of employment I was responsible for performing or delegating all finan- cial management tasks, managing a team of 11 people, including two editorial staffs, overseeing the production of both publications, developing Advertising and Marketing (circulation) strategies, developing strategic marketing partnerships, performing/delegating the Advertising Sales and all marketing efforts, which included two websites, email newsletters and 7+ direct mail campaigns/year.

Full Charge Bookkeeper, Featherpen Business Services (1996-2000)
I worked under the supervision of an experienced accountant and was placed at multiple clients in a variety of industries doing a full range of bookkeeping services. Duties included: A/R, A/P, Bank Reconciliation, Payroll (both in-house and via third-party service provider), Collections, Financial Statements, Job profitability analysis, cash flow, budgets; Setup clients in QuickBooks. Setup and maintained Chart of Accounts. Regularly filed Sales Tax, City of SF Business Tax, Worker's Compensation.

EDUCATION
San Francisco State University:
M.A., Philosophy, Minor, Economics
(courswork completed, thesis pending)
B.A. Philosophy & Religion
B.A. Humanities

LANGUAGES
French

CERTIFICATIONS
QuickBooks ProAdvisor 20+ years
Certifications in Excel Power Pivot
and Microsoft Power BI

Contact

[redacted]

www.linkedin.com/in/dawnwilkinsking (LinkedIn)
proadvisor.intuit.com/app/accountant/search (Other)

Top Skills

Data Modeling
Spreadsheets
Microsoft Outlook

Languages

English (Native or Bilingual)
French (Professional Working)

Certifications

QuickBooks Proadvisor
P3 Foundations Certified
P3 Accounting Certified

Dawn King

Experienced Controller/Accounting Manager
Concord, California, United States

Summary

Extremely hi-tech, experienced accounting manager, with business management, business development and marketing experience. 30+ years of experience working directly with small to medium-sized business owners.

Quickbooks Expert and reporting specialist
Advanced Excel user
Power BI & Powerapp developer

I have a passion for helping business leaders take charge of their data and delivering the KPIs your current system has long denied you!

I'm very excited about the future role of accountants in delivering insightful Business Analytics.
In recent years technology has come to meet the skills set of most experienced accountants and we now can have data superpowers that a few years ago we only dreamed of having.

I enjoy using QuickBooks, Excel, Power BI and PowerApps to automate, integrate & streamline data and deliver meaningful financial reports & dashboards to managers at all levels of enterprise.

Experience

Harris & Rosales, LLP
Controller
March 2024 - Present (1 year)

Dawn King Bookkeeping & Consulting
Business Owner, Accountant and Consultant
June 2023 - Present (1 year 9 months)
Walnut Creek, California, United States

ServiceMaster Restoration Services (Sharjo, Inc.)
Controller
March 2018 - June 2023 (5 years 4 months)
Concord, CA

Controller and Accounting Manager for a local ServiceMaster franchisee that became the largest ServiceMaster in the country during my tenure. Built and supervised an international team of 14+ accountants and auditors. I used Power BI to automate complex calculations and create dashboards that aggregated data from across the organization and delivered meaningful, actionable KPIs to all levels of management.

Collins, Mason & Company
Accounting Manager
August 2017 - March 2018 (8 months)
Oakland, California

Led the Accounting Services Team providing comprehensive, cutting-edge, outsourced Accounting Services to Small and Medium-Sized clients.

California Sports and Orthopaedic Institute, Inc.
Business Manager/Accounting Manager
October 2011 - July 2017 (5 years 10 months)
Berkeley

Bookkeeping, Reporting, Financial Analysis and Budget preparation for this 2-location medical practice. Produce and present to partners budgets and profitability reports on 12 profit centers. Calculate profit-based compensation for partners and physicians. Proactively worked with partners to identify areas for cost savings, contract improvements and new opportunities for growth. Contributed to process refinements to automate and offshore workflow wherever possible.

Managed the process of bringing the website, online profile and social media maintenance in-house. Contributed to developing marketing and branding strategy for the practice.

King & Associates, Inc.
Owner and CEO
August 2010 - October 2013 (3 years 3 months)
Walnut Creek, CA

I started as Dawn King Bookkeeping Services, specializing in using QuickBooks along with other add-on applications to provide Full-Charge and after-the-fact, off-site, cloud-based bookkeeping services.
We grew and incorporated as King & Associates. I supervised a staff of 6+ bookkeepers, data entry and marketing personnel. We did extensive marketing to the CPA community including 3 direct mail campaigns per year, 6 speaking engagements with the Cal Society of CPAs and a telemarketing campaign.
I sold the company to a competitor in October 2013.

Save The Pleasant Hill Dome (501(c)3)
Founding Treasurer
April 2013 - May 2013 (2 months)
Pleasant Hill, CA

I helped found a non-profit to organize the efforts of Pleasant Hill-area citizens who were protesting the impending demolition of a Bay Area architectural gem, the Pleasant Hill CinéArts Dome.
In a matter of months we successfully organized, incorporated and raised over $10,000 to support our legal battle against the demolition of this community landmark. Unfortunately, our efforts were unsuccessful and the Pleasant Hill city council approved the request of the property owners to destroy one of the last remaining Vinceny G. Raney domes in our country.

Our efforts are documented here:
https://en.wikipedia.org/wiki/Pleasant_Hill,_California

For more on the Raney domes see:
http://www.theverge.com/2014/4/21/5635454/silence-of-the-domes-1964-2014

Pleasant Hill/Walnut Creek Mothers' Club (501(c)7)
Treasurer
August 2010 - August 2011 (1 year 1 month)

Volunteer treasurer for a non-profit social club 501(c)7 whose mission is to, "Nurture the Nurturer" Manage deposits, disbursements, bank reconciliation, yearly budget. Prepare for yearly tax filings. Regularly present budget and financial reports to the club board.

Seven Stones Winery
Full Charge Bookkeeper
September 2004 - February 2008 (3 years 6 months)

Accountant for Seven Stones Winery, Ronald C. Wornick and the Wornick Family Foundation. Managed all aspects of bookkeeping and various administrative tasks for this high net-worth individual, his small business and his family foundation. Assisted CPA with necessary documentation for yearly tax filings. Managed outside payroll provider. Completed winery compliance filings with various federal and state agencies. Helped with human resources as needed. Audited and updated inventory of Mr. Wornick's large art collection.

Friends of San Francisco Independent Living Skills Program (501(c)3)

Founding Treasurer

May 2005 - December 2007 (2 years 8 months)

I served as volunteer treasurer for this non-profit 501(c)3 whose mission it is to, "Support current and former foster youth to meet life's challenges and work towards getting what they need to become self-sufficient, successful young adults."

I processed donations, disbursed scholarship funds, prepared budget and financial reports and regularly presented them to the board.

Freelance Bookkeeper

Freelance Bookkeeper

1991 - December 2004 (13 years)

San Francisco, Napa and Walnut Creek, CA

A/R, A/P, Bank Reconciliation, Financial Statements.
Job profitability analysis, Inventory management, Sales and Commission reports.
Inventory tracking. Cost of Sales analysis.
Cash flow planning, Collections, Budgets for business and non-profits.
Have worked with manual accounting systems and Quickbooks.
Processed payroll internally, filing all related tax filings, or managed payroll service provider.
Have filed Sales Tax, City of SF Business Tax, Worker’s Compensation.
Trained/managed bookkeeping & admin personnel.
Regularly work with CPAs to ensure transactions are tracked to your best tax advantage.
Extensive Quickbooks and Excel experience: have setup countless clients on Quickbooks.
Have also done extensive cleanup of Quickbooks data.
Have documented and cleaned up books after bookkeeper fraud.

Personal bookkeeping, bill payment, financial statements for individuals.

Over the years I have worked for clients in the following industries:
-Advertising
-Architect
-Art gallery
-Construction
-E-commerce
-Furniture wholesale
-Graphic Design
-Hair salon
-High tech
-Import/Export
-Non-profit Foundation
-Non-profit 501(c)3
-Non-profit 501(c)7
-Photographer
-Real estate investors
-Rental property management
-Small magazine publishing
-Winery

FrancePress, Inc.
5 years

Associate Publisher
2002 - 2004 (2 years)
San Francisco

Promoted from Accountant to Associate Publisher, I was the business manager of FrancePress, publishers of Journal Francais, the largest French-language newspaper in the United States and France Today, a publication in English on contemporary France.

Managed a staff of 11 people: two editorial staffs, Circulation, Marketing, Advertising Sales and Accounting Departments

- Direct Marketing: planned and executed 7+ direct mail campaigns per year aimed at subscriber acquisition and retention
- Advertising & Promotion: designed range of print and web ads, sales tools (media kits, sales sheets)

- Circulation Management: oversaw the operations of the fulfillment house, managed and developed other distribution and sales channels
- Partnerships & Event Planning: negotiate partnerships and cross-promotional agreements with key French-American organizations and event planners nationwide
- Online Marketing: implemented programs to increase web traffic and online sales such as e-newsletter campaigns
- Sales Team Management: trained and supervised new sales account executives, defined advertising offering, identified and allocated accounts, responsible for ad sales reporting and forecasting.

Part-Time Bookkeeper
September 1999 - 2002 (3 years)
San Francisco

Accounting data entry, reconciliation and file maintenance for the publisher of the Journal Francais, the largest French-language newspaper in the United States and France Today, a publication in English on contemporary France.

Featherpen Business Services
Full Charge Bookkeeper
March 1996 - 2000 (4 years)

I worked under the supervision of an experienced accountant and was placed at multiple clients in a variety of industries doing a full range of bookkeeping services.

Duties included:
A/R, A/P, Bank Reconciliation, Payroll (both in-house and via third-party service provider), Collection calls, Financial Statements, Job profitability analysis, cash flow, budgets; Setup clients in Quickbooks. Setup and maintained Chart of Accounts. Regularly filed Sales Tax, City of SF Business Tax, Worker's Compensation. Regularly work with CPAs throughout the year and on year-end close.

Work included clients in advertising, design, photography, small magazine publishing, art gallery.

Quickbooks was used exclusively. Both Mac and PC environments.

Education

San Francisco State University
M.A., Philosophy · (2000 - 2002)

San Francisco State University
Bachelor's degrees, Humanities, Philosophy & Religion · (1997 - 2000)

Indiana University Bloomington
Bachelor's degree (incomplete), Classical Flute Performance · (May 1988 - January 1991)

Logansport High School

Application Form

Profile

Timothy
First Name

M
Middle Initial

Jefferies
Last Name

[redacted]
Home Address

Suite or Apt

Brentwood
City

CA
State

94513
Postal Code

[redacted]
Primary Phone

[redacted]g
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

International Brotherhood of Boilermakers
Employer

International Representative
Job Title

Length of Employment

17 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

D4

How long have you lived or worked in Contra Costa County?

20 years

Are you a veteran of the U.S. Armed Forces?

◉ Yes ○ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

Unsure

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

United States Marine Corps

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Boilermakers Apprenticeship

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

A desire to share my members perspectives on issues that will impact their careers and lifestyles.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I attend monthly meetings with my members to interact and understand their concerns.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

◉ Yes ○ No

If Yes, please explain:

My duties as an international representative requires me to frequently travel.

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

◉ Yes ○ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

Workforce development

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Contra Costa Building trades, contra costa central labor council, ECNAACP, contra costa food bank

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4097 **Agenda Date:** 10/7/2025 **Agenda #:** C.34.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Reclamation District 799 Board of Trustees Appointments

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Jim Price, Matt Lipary, and Janelle Byrkit to serve on the Board of Trustees of Reclamation District 799 (Hotchkiss Tract) for a term of four years, commencing in December 2025 and ending in December 2029, as recommended by the County Administrator.

FISCAL IMPACT:
None.

BACKGROUND:
The Board of Supervisors received correspondence from Dina Holder, District Secretary for Reclamation District 799, requesting appointments to the Board of Trustees of the District in lieu of election. Ms. Holder reports that the Board of Trustees of the District, at its regular meeting on July 31, 2025, adopted a resolution to call for an all-mailed ballot election to fill three terms that are set to expire in December 2025.

Subsequent to posting the notice calling for nominations, the District received only three filing petitions, one for Jim Price, one for Matt Lipary, and one for Janelle Byrkit. Therefore, the District election scheduled for November 11, 2025 is uncontested and no election will be conducted. The Reclamation District therefore requests that the Board of Supervisors appoint Jim Price, Matt Lipary, and Janelle Byrkit to the Board of Trustees of Reclamation District 799 for a term of four years, commencing in December 2025.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 799 would not be approved, which may hinder the Board of Trustees in achieving quorum and conducting the District's business.

Reclamation District 799 (Hotchkiss Tract)

PO Box 353
6325 Bethel Island Road, Bethel Island, CA 94511
Phone: 925-684-2398 Fax: 925-684-2399
Website: www.rd799.com
Email: dholder@rd799.com

RECEIVED
SEP 22 2025
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

Board of Trustees:
President – David Senior
& Trustees: Jim Price, Walter Pierce, Chris Mazotti and Matt Lipary

---

September 19, 2025

Contra Costa County Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Honorable Board of Supervisors:

I am the District Secretary of Reclamation District 799 (hereinafter "District").

At the July 31, 2025, regular meeting of the Board of Trustees of Reclamation District 799, the board adopted Resolution 2025-6 "Directing an All-Mailed Ballot Election" (see attached Resolution 2025-6) as three trustee terms are set to expire in December 2025.

A Notice Calling for Nominations ("Notice") was posted on August 28, 2025, in various locations around the District, at the Bethel Island Post Office and on the District's web site (www.rd799.com). The Nomination period ended on Thursday, September 18, 2025 at 5:00 pm.

At the close of the Nomination period, the District had only received three completed Official Filing Petitions; one for Jim Price, one for Matt Lipary and one for Janelle Byrkit (see attached Official Filing Petitions).

Therefore, the all mailed ballot District election scheduled for November 11, 2025, is uncontested and no election will be conducted.

We respectfully request that the Board of Supervisors appoint Jim Price, Matt Lipary, and Janelle Byrkit to the Board of Trustees of Reclamation District 799 for a term of four years, commencing in December 2025 and that these appointments take place at the next Board of Supervisors meeting.

Thank you very much for your courtesy and cooperation.

Dina Holder
District Secretary
Reclamation District 799

Enclosures

cc: Contra Costa County Registrar of Voters
Contra Costa County Counsel

Recording Requested By:
Reclamation District 799
(Hotchkiss Tract)

When Recorded Mail To:
P.O. Box 353
Bethel Island, CA 94511

The above space is for the recorders use only

Document Title:

RESOLUTION 2025-6

A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 799 DIRECTING AN ALL MAILED BALLOT ELECTION

WHEREAS, Reclamation District No. 799 (RD 799), will have an election to fill three seats on the Board of Trustees ("Board") for RD 799 in November 2025; and

WHEREAS, the Board desires to maximize the opportunity for landowners to cast their ballots; and

WHEREAS, the landowners within RD 799 have previously approved that mailed ballots be used to conduct all future general district elections.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Trustees of Reclamation District 799, hereby authorizes:

1. RD 799 elects to hold an all mailed ballot election on November 11, 2025, and authorizes and directs the Office Manager, the District Secretary, the Attorney for RD 799, and the Engineer for RD 799 to prepare such documents as may be necessary to conduct such election, and authorizes and directs the election board, as appointed by the Contra Costa Board of Supervisors, to conduct such election.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 799, at a regular meeting thereof, held on July 31, 2025 by the following vote:

AYES:	Trustees: Senior, Price, Pierce, Mazotti and Lipary
NOES:	None
ABSENT:	None
ABSTENTION:	None

RECLAMATION DISTRICT 799
A Political Subdivision of the
State of California

By: _____
David Senior
BOARD PRESIDENT, Board of Trustees

ATTEST:
_____
Dina Holder
DISTRICT SECRETARY

CERTIFICATION

I, Dina Holder, Secretary of Reclamation District 799, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 799 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 31st day of July, 2025.

Dated: July 31, 2025

_____
Dina Holder,
District Secretary, Reclamation District 799

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4098 **Agenda Date:** 10/7/2025 **Agenda #:** C.35.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Reclamation District 2122 Board of Trustees Appointments

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Katie Wadsworth and Emma Mendonsa to the Board of Trustees of reclamation District 2122 for four year terms, beginning December 5, 2025 and ending December 7, 2029 as recommended by the County Administrator.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from Gallery & Barton, a law corporation representing Reclamation District 2122 (Winter Island). On behalf of the Reclamation District, Gallery & Barton has requested that the Board of Supervisors make appointments to fill two seats on the District's Board of Trustees in lieu of election. The District did not receive any nominations for the positions, other than from the incumbents. Additionally, the District has not received any petitions from landowners requesting an election be held. Pursuant to Water Code section 50740 and 50741, the District will thus publish notice that the election has been canceled. Therefore, the District requests that the incumbents be appointed for four-year terms, pursuant to Water Code sections 50741 and 50742.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 2122 would not be approved, and the District's Board of Trustees would have difficulty conducting business.

GALLERY & BARTON

A PROFESSIONAL LAW CORPORATION
1112 I STREET, SUITE 370
SACRAMENTO, CA 95814-2836

DANIEL F. GALLERY
(RETIRED/INACTIVE)
JESSE W. BARTON

P: (916) 444-2880
F: (916) 444-6915
WWW.GALLERYBARTONLAW.COM

WRITER'S E-MAIL: jbarton@gallerybartonlaw.com

RECEIVED
SEP 18 2025
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

September 15, 2025

Clerk to the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553.

Dear Clerk to the Board:

This office represents Reclamation District 2122 (Winter Island) (the "District"). The terms of two trustees of Reclamation District 2122 expire this year. The District published notice calling for nomination petitions in July of 2025. The District has received no nominations for the positions, other than from the incumbents.

In addition, the District has received no petition of landowners requesting that an election be held. Therefore, in accordance with Water Code section 50740, no election will be held, and in accordance with Water Code section 50741, the District will publish notice that the District general election for this year has been canceled.

This is to request that in accordance with Water Code sections 50741 and 50742, the Board of Supervisors appoint the incumbents to additional four-year terms as Trustees for Reclamation District 2122.

The names and mailing addresses of the incumbents to be appointed are:

Katie Wadsworth
Department of Water Resources
3500 Industrial Blvd.
West Sacramento, CA 95691

Emma Mendonsa
Department of Water Resources
3500 Industrial Blvd.
West Sacramento, CA 95691

Upon appointment, if you could notify me, I would greatly appreciate the gesture. Thank you for your assistance in this matter. If additional information is needed, please contact me at 916-444-2880.

Very truly yours,

Jesse W. Barton

cc. Tom Geiger
Contra Costa County Counsel
651 Pine Street, 9th Floor
Martinez, CA 94553

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4099 **Agenda Date:** 10/7/2025 **Agenda #:** C.36.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Reclamation District 800 Appointments

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Bob Lyman and Frank Morgan to the Board of Trustees of Reclamation District 800 for four year terms beginning January 1, 2026 and ending December 31, 2029.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from the District Secretary for Reclamation District 800 stating that the District had the intention of holding an election for two trustee positions in November 2025. However, the number of valid petitions received did not exceed the number of positions available and the District therefore will not be holding an election and has requested that the Board of Supervisors appoint Bob Lyman and Frank Morgan to four-year terms on the Reclamation District 800 Board of Trustees.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 800 would not be appointed, and the District would have difficulty conducting business.

P.O. Box 262
Byron, CA 94514
1540 Discovery Bay Blvd., Ste. "A"
Discovery Bay, CA 94505
Office: 925-634-2351
Fax: 925-634-2089
Web: www.rd800.org

RECEIVED
SEP 22 2025
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

September 12, 2025

Clerk of the Board
Contra Costa County Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553-1293

RE: Reclamation District 800

Reclamation District 800 had the intention of holding an election for two trustee positions in November 2025. The number of valid petitions received did not exceed the number of positions available, therefore the District will not be holding an election. Please appoint the following candidates to the Reclamation District 800 Board of Trustees:

Bob Lyman (incumbent) (4 year term)
Frank Morgan (incumbent) (4 year term)

Please call Reclamation District 800 at (925) 634-2351 with any questions.

Thank you,

Ashley Fritze
District Secretary | Reclamation District 800

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4100 **Agenda Date:** 10/7/2025 **Agenda #:** C.37.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Appointments to the Reclamation District 2024 Board of Trustees

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Kevin Lahar and Don Wagenet to the Board of Trustees for Reclamation District 2024 (Orwood and Palm Tracts) for terms ending December 2029, as recommended by the County Administrator.

FISCAL IMPACT:
None.

BACKGROUND:
The Board of Supervisors received correspondence from Dante Nomellini, District Secretary and Counsel for Reclamation District 2024 (Orwood and Palm Tracts), requesting appointments to the Board of Trustees of the District. Mr. Nomellini reports that pursuant to a notice calling for nomination petitions for three positions on the Board of Trustees, the District received two nomination petitions. No petition requesting an election has been received and one position will remain vacant. The District requests that the Board of Supervisors appoint Kevin Lehar and Don Wagenet to the Board of Trustees of Reclamation District 2024, for terms ending December 2029.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees of Reclamation District 2024 would not be approved, which may hinder the Board of Trustees in achieving quorum and conducting District business.

RECLAMATION DISTRICT NO. 2024
(Orwood and Palm Tracts)
235 East Weber Avenue
P. O. Box 1461
Stockton, California 95201
(209) 465-5883
FAX: (209) 465-3956

RECEIVED
SEP 23 2025
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

Trustees
Don Wagenet
John R. Jackson
Richard Sellers

Secretary and Attorney
Dante John Nomellini

Engineer
Dominick Gulli

September 17, 2025

Board of Supervisors
Contra Costa County
651 Pine Street
Martinez, California 94553

Re: Reclamation District No. 2024
Appointment of Trustees

Dear Board of Supervisors:

Pursuant to Notice Calling for Nomination Petitions for three (3) positions on the Board of Trustees, the District received two (2) nomination petitions. One position will remain vacant. No petition requesting an election has been received. The Board of Trustees of the District requests that at the next regular meeting of the Board of Supervisors you appoint the following nominees to fill two of the vacancies as follows:

Kevin Lehar for the term ending December, 2029
Don Wagenet for the term ending December, 2029

Yours very truly,

RECLAMATION DISTRICT NO. 2024

DANTE JOHN NOMELLINI
Secretary and Counsel

/ju

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4101 **Agenda Date:** 10/7/2025 **Agenda #:** C.38.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Approve Permit for Use of the Port Costa School for Civil Wedding Ceremonies on October 31, 2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a use permit with the Port Costa Conservation Society (PCCS) allowing the County to conduct civil wedding ceremonies at the Port Costa School on October 31, 2025.

FISCAL IMPACT:
None

BACKGROUND:
The County Clerk-Recorder will be conducting civil wedding ceremonies inside the Port Costa School on October 31, 2025. Use of the Port Costa School requires a Special Event Permit, attached, in which parts of the agreement require the County to accept liability for any site damages resulting from the County's activities and to agree to indemnify, hold harmless, defend and protect PCCS, its Board, agents, members and volunteers from and against any and all claims, losses, damages, for or in connection with illness or injury or damage to any person or the loss or damage of property arising out of the use of the Port Costa School for the event (page 5).

CONSEQUENCE OF NEGATIVE ACTION:
The Clerk-Recorder will be unable to conduct ceremonies at the Port Costa School.

PORT COSTA SCHOOL- SPECIAL EVENT PERMIT
RULES AND REGULATIONS

Rules and regulations regarding the use of this facility and the proper procedure for its reservations are important so that all prospective users may recognize their responsibilities in using the facility.

Indoor event lease includes: Use of auditorium, green classroom, meeting room, restricted use of the yoga room and historical classroom. Special arrangements must be made for use of other areas of the building.
Outdoor event use includes: use of the school grounds including the grassy field and the playground blacktop area. Both options include handicap-accessible rest- rooms, a large outside playground, limited off-street parking area with additional parking along Canyon Lake Drive as well as handicap parking at the side entrance to the building.

Existing tables, chairs and other equipment are property of the PCCS and can be used only with special approval.

No illegal activity will be tolerated. If you have any questions to the extent of this statement please do not hesitate to contact the PCCS prior to your event. Included but not limited to illegal activity are: Fireworks, alcohol consumption under 21, drug use, disorderly conduct, and traffic violations.

In no event may any emergency exits or safety features of the building be blocked, removed or altered. Please respect all restricted areas of the premises.

For amplified events: In an effort to respect our neighbors we require a sound check prior to all amplified events. A PCCS board member will reserve the right to enforce sound restrictions. No amplified profanity will be allowed. The Port Costa School is nestled in the center of our community and it is our primary goal provide a fun and positive experience to guests and neighbors.

OUTDOOR EVENTS:
Access Hours: 8am -10pm
Event Hours: 9am -8pm
By arrangement: We allow scheduled set up time prior to your event. Please make arrangements with a board member to allow access.
In an effort to respect our neighbors, all outdoor events/activity must end at 8pm. We allow clean up until 10pm.

INDOOR EVENTS:
Access Hours: 8am -11pm
Event Hours: 8am – 10pm
By arrangement: We allow scheduled set up time prior to your event. Please make arrangements with a board member to allow access.
In an effort to respect our neighbors, all indoor events/activity must end at 10pm. We allow clean up until 11pm.

PARKING AREA – included with indoor or outdoor lease.

In an effort to relieve parking congestion to neighbors:
Users must provide directional parking signs.
Parking attendants are the responsibility of the users.
Limited Parking is available along the side of the building adjacent to the handicap parking and along the fence line.
No parking on the basketball court or gravel paths.

CLEANING:

ALL garbage removal is the responsibility of the user and must be removed within 24 hours of the event.

Event clean up time will be scheduled in advance with designated PCCS Board contact.
.

INSURANCE
The Port Costa Conservation Society must be named “Additional Insured” on a liability insurance policy which insures the event for which the Port Costa School Recreation Facility is being used. Minimum coverage: $1 million. (This insurance can usually be added to a homeowner’s policy.) An Additional Insured Endorsement which contains the following language must be included on a Certificate of Insurance and submitted to the Port Costa Conservation Society along with the payment of the use fee at the address below.

(Required Language): "The Port Costa Conservation Society, it's board, agents, members and volunteers are named as an additional insured with respect to the liability arising out of [xxEVENT NAMExx] to be held on [xxEVENT DATExx]. This insurance shall be the primary coverage for this event."

Port Costa Conservation Society
1 Plaza Del Hambre
PO Box 36 Port Costa CA 94569
Fax # 510-787-2007

The PCCS reserves the right to amend this agreement until the date it is approved.

APPLICATION FOR USE OF THE PORT COSTA CONSERVATION SOCIETY
COMMUNITY CENTER AND PARKING FACILITY

Port Costa Conservation Society
P.O. Box 36
#1 Plaza Del Hambre
Port Costa, CA 94569-0036
Fax# 510-722-3235

Name of Applicant or
Organization:_____

Date of application:_____Date(s) of event_____

Rental Type Requested (please circle): Indoor Outdoor Parking Only

Name of event_____

Applicant address:_____

Email address:_____

Phone number_____

Contact person on day of event:_____Cell phone number_____

Total number of guests, staff participants_____

Will you be charging a fee to participants?: Y N If yes please attach business plan with fee schedule.

Are you a member of the PCCS?: Y N

Are you a 501.c non profit? If yes, title and tax number._____

Will you be serving alcohol? Y N Please circle all types: Wine Beer Spirits Other

Are you having event catered if so who?_____

Do you require use of the Kitchen? Y N
Describe:_____

Will you be using Amplified Music? Y N
Type?:_____

Please attach any additional information regarding your event. Please include timelines, and proposed facility use.

INDEMNIFICATION: In consideration of receiving a special Event Permit, I on behalf of the sponsoring agency, agree to indemnify, hold harmless, defend and protect PCCS, its, Board, agents, members and volunteers (collectively "indemnities") from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys fees), penalties, judgments, or obligations whatsoever for or in connection with illness or injury (including death) or damage to any person or the loss or damage of property to whomever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the event activities, exempting only such claims arising from the sole negligence or willful misconduct of PCCS. ACKNOWLEDGMENT: By signing below, I, on behalf of the County, am acknowledging that I have read and understand the Special Event Permit Application process, that I am authorized to obtain this permit and to accept all of its terms. Any requests not covered in the application, map or event plan is considered a change to my application and I will need to resubmit for approval.

Applicant's signature:_____
Date:_____

Applicant's signature:_____
Date:_____

*Please initial all pages and submit with your application.

PCCS Official Use

Approval
Date:_____

Board Member Approval:_____

Initial:_____

Rev. 1/25/20

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4102 **Agenda Date:** 10/7/2025 **Agenda #:** C.39.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Contract Extension with NBS Government Finance Group

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment with NBS Government Finance Group to extend the term from May 31, 2025 to October 31, 2025 with no change to the payment limit, for continued consultation on cost recovery and billing.

FISCAL IMPACT:
This agreement's payment limit of $14,000 will remain unchanged, and the costs associated with it are 100% General Fund.

BACKGROUND:
The Clerk-Recorder Department's Elections Division conducts elections for jurisdictions within the County. The Department seeks advice on recovering costs for election functions and equipment, and how to distribute those costs among participating jurisdictions in a consolidated election.

NBS Government Finance Group will support the Department in examining charges associated with the November 2024 General Election, comparing election billing methods from other California counties' Elections offices, and advising on potential modifications to billing methods for future elections.

This agreement includes an indemnification clause that may limit reimbursement of expenses if the County chooses to use its own legal defense for any claim covered by the contractor's general liability policy.

CONSEQUENCE OF NEGATIVE ACTION:
The Department would be unable to complete the evaluation of its election billing methodology, resulting in potentially unrecovered costs in future elections.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4103 **Agenda Date:** 10/7/2025 **Agenda #:** C.40.

To: Board of Supervisors

From: Kristi Jourdan, Communication and Media Director

Report Title: APPROVE and AUTHORIZE the Purchasing Agent, or designee, to amend the Statement of Work, subject to the terms of the Master Service Agreement, on behalf of the County with CivicPlus, LLC, and execute a purchase order in an amount not to exceed $15,125 to provide a cloud-based platform to automatically and reliably archive social media activity on County social media platforms. (100% Cable Franchise Fees)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to amend the Statement of Work, subject to the terms of the Master Service Agreement, on behalf of the County with CivicPlus, LLC, and execute a purchase order in an amount not to exceed $15,125 to provide a cloud-based platform to automatically and reliably archive social media activity on County social media platforms. (100% Cable Franchise Fees)

FISCAL IMPACT:

Approval of this agreement will result in a prorated increase of $5,913 in annual service expenditures to the current agreement and will be funded with cable franchise fees.

BACKGROUND:

CivicPlus is a cloud-based platform to automatically and reliably archive social media activity on County social media platforms. This agreement includes mutual indemnification and limited liability language to hold harmless both parties for any claims arising out of the performance of this contact.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County could be out of compliance with records retention laws.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4104 **Agenda Date:** 10/7/2025 **Agenda #:** C.41.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Hookston Station Remediation Investigations

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Ratify a license agreement dated August 18, 2025, between, on the one hand, Colony Park Town House Association and, on the other hand, the Hookston Station Parties, which include Union Pacific Railroad Company; Contra Costa County; and the Helix Family Trust allowing the installation of three monitoring wells located at Bancroft Road in the City of Concord.

FISCAL IMPACT:

The County's share of the cost of this license agreement is a Recognized Obligation of the former Redevelopment Agency and is included in the Recognized Obligation Payment Schedule (ROPS) submitted to the California Department of Finance annually. There is no impact on the General Fund.

BACKGROUND:

The County is a party to a settlement agreement that was entered into in 1997 to resolve a civil suit involving allegations of contamination of the soil, subsoil, surface water and groundwater on and emanating from the Hookston Station property, an approximately 8 acre site with commercial and light industrial businesses located at 228 Hookston Road. Under the settlement agreement, the Hookston Station Parties agreed to (i) cooperate in the remediation of certain chemicals from the property to meet the standards required by the lead agency overseeing the remediation, and (ii) share the cost of remediation.

The lead agency overseeing the remediation is the California Regional Water Quality Control Board (Water Board). The Hookston Station Parties are in the process of carrying out an order issued by the Water Board, with work being performed by ERM West (our consultant).

One of the tasks required under the Water Board's order is the installation of monitoring wells within the City of Concord's right of way, as authorized by the Board of Supervisors on March 28, 2025. This approval resulted in the installation of all but three of the monitoring wells. Due to conflicts with existing utilities, the locations of these three monitoring wells have been adjusted to the east and are now proposed to be installed within the private-owned parking area of the Colony Park Town House Association.

Under the terms of the license agreement, the Hookston Station Parties are granted access to the Colony Park Town House Association property in exchange for agreeing to restore the property to its original condition.

Staff recommend the Board ratify the Conservation and Development Director's execution of the attached license agreement that satisfies a requirement in the Regional Water Quality Control Board's Order.

CONSEQUENCE OF NEGATIVE ACTION:

If well installation and groundwater monitoring are not completed as stipulated by the Order, it could lead to the imposition of a penalty by the Regional Water Quality Control Board.

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is dated as August 18, 2025, (the "Effective Date") and is between, on the one hand, Colony Park Town House Association ("Licensor") and, on the other hand, the Hookston Station Parties, which include Union Pacific Railroad Company; Contra Costa County; and the Helix Family Trust (collectively, "Licensee").

RECITALS

A. Licensor owns certain real property (assessor parcel number 140-340-039) located at Bancroft Road in Concord, California (the "Property").

B. Pursuant to the California Regional Water Quality Control Board for the San Francisco Bay Region ("Water Board") Order No. R2-2023-0015, dated 29 September 2023 (the "Directive"), and *Conditional Approval of Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station, 228 Hookston Road, Pleasant Hill, Contra Costa County*, dated 5 June 2024 (the "RDIP Approval"), the Water Board has ordered the remedial action monitoring, well installation, sampling, and future well destruction (the "Remedial Action Monitoring") being undertaken on or about the Hookston Station site located at 228 Hookston Road in Pleasant Hill, California, which is located immediately west of the Property.

C. The Remedial Action Monitoring includes well installation, sampling, routine maintenance, and future well destruction of three monitoring wells. The scope of work was proposed in *Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station Site, Pleasant Hill, California,* dated 28 December 2023 (the "RDIP"), which was approved by the Water Board on 5 June 2024.

D. The parties intend to enter into this Agreement to allow the Licensee Parties (as defined below) access to the Property for the purpose of conducting Remedial Action Monitoring activities in accordance with the RDIP. The mid-plume monitoring wells (MW-48A, MW-48B, and MW-48C) initially proposed in the RDIP were to be located along the sidewalk on Bancroft Road. However, due to conflicts with existing utilities, the locations of these three monitoring wells have been adjusted to the east and are now proposed to be installed within the privately owned parking area, as illustrated in Exhibit A.

The parties, therefore, agree as follows:

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

AGREEMENT

1. GRANT OF LICENSE

Licensor hereby grants a nonexclusive, irrevocable license, as of the Effective Date, to Licensee and its authorized agents, employees, contractors, consultants, including Environmental Resources Management, Inc., and its contractors, and any governmental agency (collectively, "Licensee Parties") to enter the Property solely to perform the Remedial Action Monitoring activities associated with the RDIP, Directive, and/or RDIP Approval (collectively, "Licensee Parties' Activities").

2. TERM OF USE

A. COMMENCEMENT

As of the Effective Date, Licensee Parties shall have the right to immediately access the Property to perform Licensee Parties' Activities subject to the terms of this Agreement.

B. NOTIFICATION

Licensee Parties shall notify Licensor at least twenty-four (24) hours prior to entering the Property to allow Licensor's representatives to be present to observe Licensee Parties' Activities, and to ensure the safety of the Property and Licensee's compliance with the terms and conditions of this Agreement. Where Licensee Parties' Activities will continue over a period of several days, Licensee Parties shall provide Licensor with a schedule of activities for such period and no further notice concerning those activities shall be required.

C. PERIOD OF USE

Once installed, the groundwater monitoring wells shall remain on the Property for a period of five (5) years, or until the Water Board approves the cessation of sampling and the removal of the wells, whichever is later (the "Period of Use"). The Period of Use includes the period of time during which the Licensee is ordered by the Water Board to perform Licensee Parties' Activities on the Property, including, but not limited to, Remedial Action Monitoring at the groundwater monitoring wells on a routine (e.g. quarterly to semiannually) basis, as required by the Water Board.

This License Agreement shall terminate and have no further force and effect upon the conclusion of the Period of Use.

3. COMPLETION OF LICENSEE PARTIES' ACTIVITIES

A. RESTORATION OF PROPERTY

Upon completion of the Licensee Parties' Activities, Licensee Parties shall, at their sole cost and expense, remove all of Licensee Parties' personal property and restore the surface of the

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

Property, as nearly as possible, to the condition that existed prior to Licensee Parties' entry hereunder. In the event Licensee Parties fail to remove Licensee Parties' personal property or restore the surface of the Property, Licensor may elect, after first providing written notice to Licensee Parties of such election and providing Licensee Parties with a reasonably practicable time to cure such non-performance, to remove Licensee Parties' personal property, restore the surface of the Property, and seek to recover the costs and expenses therefore from Licensee Parties.

B. PREPARATION OF AS-BUILT DOCUMENTATION

When the installation of the groundwater monitoring wells on the Property is complete, Licensee Parties shall, at their sole cost and expense, prepare and submit to Licensor as-built drawings depicting the location and construction details of the groundwater monitoring wells installed on the Property.

4. LICENSEE PARTIES' CONDUCT ON THE PROPERTY

A. RISK OF USE

Licensee Parties shall use the Property at their sole risk.

B. COMPLIANCE WITH LAWS

Licensee Parties shall comply with all local, state, and federal laws, regulations, rules, and orders that pertain or are applicable to Licensee Parties' Activities, including but not limited to those laws, whether existing as of the Effective Date or enacted thereafter, that relate to the use, storage, handling, treatment, or disposal of hazardous substances, materials or wastes, and those that relate to health, safety, noise, environmental protection, air quality, or water quality.

5. OTHER REQUIREMENTS

A. SUBMISSION OF REPORTS

Licensee Parties shall provide Licensor with copies of the results of analytical tests, photographs, geological logs, and reports (electronic or similar) submitted to governmental agencies relating to Licensee Parties' Activities on the Property.

B. LICENSOR'S ACCESS

Licensor and its members and other occupants of the Property shall, at all times, have access to the Property and to the specific locations on which Licensee Parties' Activities are conducted. Licensor shall not interfere and shall cause its members and other occupants of the Property to not interfere with any of Licensee Parties' Activities on the Property. Licensor may take split samples of any air, soil, or groundwater at its sole discretion and expense, in the event Licensee Parties' Activities include the collection of such samples. Following completion of the installation of the groundwater monitoring wells on the Property, Licensor shall not conduct and

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

shall cause its members and other occupants of the Property to not conduct any activities on the Property that may interfere with, disturb, damage, destroy, or remove any portion of the groundwater monitoring wells installed on the Property without the express written consent of Licensee and the Water Board and/or other governmental agency exercising jurisdiction over the groundwater monitoring wells on the Property.

6. INSURANCE

Licensee Parties' consultants and contractors shall obtain and maintain, or cause to be obtained and maintained, at its sole cost and expense during the periods in which Licensee Parties are conducting Licensee Parties' Activities on the Property: (a) Commercial General Liability insurance, providing bodily injury and property damage coverage, with a combined single limit of not less than $1,000,000 per occurrence and not less than $1,000,000 in the aggregate; (b) Auto Liability insurance covering owned, non-owned, and hired vehicles, providing bodily injury and property damage coverage, with a combined single limit of not less than $1,000,000 per occurrence; and (c) Worker's Compensation insurance with limits as required by statute. For the Licensee of Mary Lou Helix, all of the aforesaid policies shall name the Licensor as a named additional insured and provide that said insurance shall not be cancelled unless thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall have been given to Licensor. These Licensees shall provide Licensor with proof of said additional insured endorsement upon request. Union Pacific Railroad Company and Contra Costa County self-fund their liability exposures and can provide their certificate of self-insurance that reflects the self-funded retention levels maintained for each liability program. Union Pacific Railroad Company and Contra Costa County shall provide Licensor with proof of additional covered party upon request.

7. LIENS

Licensee shall keep the Property, and any part thereof, free and clear of all mechanics', materialmens', contractors', or subcontractors' liens arising from, or any claim for damage arising out of, Licensee Parties' Activities.

8. NOTICES

All notices required herein may be given or sent by telephone call, voicemail message, United States mail, nationally recognized overnight courier service, or such other method as the parties may agree upon (except that any notice required to be in writing must be in writing), and shall be directed as follows:

To Licensor:

Colony Park Town House Association
P.O. Box 2384
Pleasant Hill, CA 94523

With a copy to:

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

Homeowners Management Company, LLC
Attn: Suzy Stein
2151 Salvio Street, Suite 250
Concord, CA 94520

To Licensee Parties:

Scott Selken
Senior Manager Environmental Site Remediation
Union Pacific Railroad Company
14 Douglas Street STOP 1030
Omaha, NE 68179
(402) 544-4159

Robert C. Bylsma, Esq.
Law Department
Union Pacific Railroad Company
24125 Aldine Westfield Road
Spring, TX 77373
(916) 789-6229

Marilu Elliot
1102 Northridge Court
Concord, CA 94518

Lilia Bulgucheva
Weston Law Group
4115 Blackhawk Plaza Cir, Suite 100
Danville, CA 94506
(925) 362-3120

Contra Costa County
Department of Conservation and Development
Attn: Ryan Hernandez
30 Muir Road
Martinez, CA 94553

Contra Costa County
County Council Office
Attn: Kate Andrus
30 Muir Road
Martinez, CA 94553

Any party may change its designated address by providing written notice thereof to each of the other parties to this Agreement.

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

9. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

This Agreement is binding upon all successors and assigns of the parties.

10. NO ADMISSION

Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

11. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents to the other that it has the authority to enter into this Agreement.

12. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and when so executed, shall constitute one agreement that shall be binding upon all parties hereto, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page. An electronic copy of a signature page shall bind the executing party and represent that the original signed document is in that party's possession or control. The parties shall exchange original signed signature pages upon reasonable demand.

13. INDEMNIFICATION

To the maximum extent permitted by law, Licensee shall indemnify, defend and hold harmless the Licensor from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising from or related to any and all claims for any property damage, personal injury or death to the extent caused by Licensee, its contractors, subcontractors arising from or related to the Licensee Parties' Activities.

14. ATTORNEY'S FEES

If either party becomes involved in litigation or arbitration arising out of this Agreement or the performance thereof, the prevailing party in such proceeding shall be awarded its reasonable costs and expenses, including attorneys' and experts' fees. In awarding attorneys' fees, the court or arbitrator shall not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

THIS AGREEMENT is executed by the parties hereto as of the day and year first set forth above.

Licensor:

Colony Park Townhouse Association

Signed by:
By: Mickey Ryan
FF31ABAB3D18471...
Name: Mickey Ryan

Licensee:

UNION PACIFIC RAILROAD COMPANY

DocuSigned by:
By:
3E33629CC1CF4C0...
Name: SCOTT SELKEN
Title: Senior Manager Site Remediation

Helix Family Trust

DocuSigned by:
By: Marilu Elliott
AE32BC2992CE42F...
Name: Marilu Elliott
Title: Property Manager

CONTRA COSTA COUNTY

DocuSigned by:
By: John Kopchik
64E88BFF3D3449A...
John Kopchik
Director, Department of Conservation and Development

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

M:\US\Projects\S-U\Union_Pac\0113680_Hookston\ArcMaps\Injection\ExhibitA_MidPlume.mxd

Created By: G.S. Date: 7/29/2025 Project: 0113680

Source: NAD 1983 StatePlane California III FIPS 0403 Feet



Legend

- Proposed A Zone Monitoring Well
- Proposed A2 Zone Monitoring Well
- Proposed B Zone Monitoring Well
- Proposed A Zone Injection Well
- Proposed B Zone Injection Well
- A-Zone Monitoring Well
- A2-Zone Monitoring Well
- B-Zone Monitoring Well
- Overhead/Communications line
- Electrical Line
- Gas Line
- Irrigation Line
- Other Water Line
- Sewer Line
- Storm Drain Line
- Water Main Line

Exhibit A
Proposed Monitoring Wells
Mid-Plume Treatment Area
Hookston Station
Pleasant Hill, California

Environmental Resources Management
www.erm.com

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4105 **Agenda Date:** 10/7/2025 **Agenda #:** C.42.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: General Plan Amendment (GPA) process to consider changing the General Plan land use designation from Heavy Industry HI to Residential Medium Density RM, County File #CDGP25-00002

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. AUTHORIZE initiation of a General Plan amendment (GPA) process to evaluate changing the General Plan land use designation from Heavy Industry (HI) and Public and Semi-Public (PS) to Residential Medium Density (RM) or Residential Medium-High Density (RMH) on an approximately 5.15-acre parcel located between Central Avenue and Michele Drive, approximately 80 feet east of the terminus of Jane Court, in the unincorporated Martinez area of Vine Hill, Assessor's Parcel Number 380-030-045. (County File #CDGP25-00002)

2. ACKNOWLEDGE that granting this authorization does not suggest any sort of endorsement of an application to amend the General Plan, but only the matter is appropriate for consideration.

FISCAL IMPACT:

None. If the authorization is granted, the project applicant will pay application fees to cover the cost of processing the GPA.

BACKGROUND:

Site and Area Description

The subject site is an approximately 5.15-acre vacant parcel located on the eastern edge of the Vine Hill community. Immediately west and south are single-family residences, while immediately east is a Contra Costa Water District (CCWD) parcel containing two large water tanks. To the north is a solid waste transfer station. Farther afield are a refinery, landfill, concrete batch plant, and other industrial operations, as well as the Martinez Gun Club. The site itself is long and narrow, sloping downward from east to west. Trees line portions of the perimeter. Access appears to be available from Michele Drive and Central Avenue. Attachment B is an aerial photo of the site and its immediate surroundings.

The site's General Plan land use designations are HI and PS, and its zoning is Heavy Industrial (H-I). All

properties to the north and east are designated HI/H-I except the CCWD parcel, which has a PS land use designation. To the west and south are properties designated RM and zoned R-6 Single-Family Residential District.

Project Description

The applicant, Discovery Builders, is asking the County to consider changing the General Plan land use designation of the subject site from HI and PS to RM, which allows a density of 7-17 units per net acre, in support of a proposal to subdivide the site into 65 residential lots and 4 common area parcels (see Attachment A). The proposed plans show the townhouse lots ranging from 952 to 1,621 square feet in area, with an average lot size of 1,270 square feet. Development would consist of 12, three-story townhouse-style multifamily residential buildings, situated on either side of a proposed 20-foot-wide paved private roadway within a 29-foot -wide private access easement (identified on the Vesting Tentative Map [VTM] as Lot A) extending in a north-south direction from an existing 50-foot-wide private access easement along Michele Drive. The proposal includes Parcels A through D, the common area parcels, having a combined area of 2.71 acres and identified on the VTM for site access, drainage, and landscaped buffer area. Attachments C, D, and E depict the proposed subdivision, residential buildings, and conceptual landscaping, respectively.

Staff Review

Impacted Community: The 2045 General Plan identifies Vine Hill and Mountain View as Impacted Communities (aka "disadvantaged communities") under Senate Bill 1000, which requires the County to integrate environmental justice into the General Plan. This law is founded on the understanding that certain communities have experienced a combination of historic discrimination, neglect, and political and economic disempowerment. Often, this has resulted in a disproportionate burden of pollution and health impacts and disproportionate social and economic disadvantages in these communities.

Given the subject site's proximity to several intense industrial operations, future residents may be at higher risk of exposure to harmful substances in the air, water, and soil, as well as odors. CalEnviroScreen 4.0, the current iteration of the California Communities Environmental Health Screening Tool, ranks the census tract containing the subject site as 90-100th percentile in concentration of toxic releases, density of hazardous waste facilities, and proximity to solid waste sites, among other impacted community indicators.

The Vine Hill and Mountain View Community Profile in the Stronger Communities Element of the General Plan articulates the priority the General Plan places on preventing adverse health impacts. Guiding Principle 6 states, "Residents should be protected from adverse health impacts associated with traffic congestion along Highway 4 and Interstate 680," while Guiding Principle 7 states, "Mountain View and Vine Hill residents should live in a healthy environment safe from short- and long-term air quality and health hazards associated with industrial facilities in and near the community." As such, the proposed project must adequately address potential impacts to future residents and provide measures that substantially protect them from health hazards identified in the General Plan, CalEnviroScreen, and other relevant sources.

Regional Housing Needs Allocation (RHNA)/Housing Needs: For the 2023-2031 6th Cycle Housing Element, the County received a RHNA of 7,610 housing units at varying levels of affordability. The Community Profile's Guiding Principle 5 states, "The affordability and variety of the existing housing stock should be maintained and enhanced." The applicant proposes to extend the existing neighborhood eastward and introduce townhouses, a housing type not found in the area. The project would be subject to the County's Inclusionary

Housing Ordinance.

Safety: The project site is not located in a designated high or very high fire hazard severity zone (FHSZ), earthquake fault zone, or flood zone, but it is in a liquefaction zone and proximate to multiple industrial facilities that handle hazardous waste and emit pollutants, as described above. Accessibility, evacuation, and other safety-oriented policies in the General Plan must be considered as the project is reviewed, especially with this portion of Vine Hill having only single-road access.

Other Considerations: Staff notes that if the project is approved it may be appropriate to redesignate Parcels B, C, and D from HI to Resource Conservation (RC). Parcel B is the proposed location of a detention basin and Parcels C and D would be very steep if graded as proposed. The RC designation has several applications, one of which is to preclude areas such as these from further development. However, redesignating these parcels to RC instead of the requested RM would reduce the acreage designated for residential use, thereby changing the density calculation to yield a higher density across the area dedicated for residential use (though the unit count wouldn't change). Because the project is already proposed near the upper end of the density range for the property at an estimated 15.78 units per net acre, it ultimately may be appropriate to redesignate the 65 residential lots and Parcel A (containing the private roadway) to RMH to reflect the true density of the area where the residences would be concentrated. The exact configuration of the land use designations will be determined through the entitlement review process.

Also, Michele Drive crosses the site near its northern end and provides access to the CCWD water tanks on the adjacent parcel to the east. Coordination with CCWD will be necessary to ensure that access to the tanks is not disrupted if the project reaches the construction phase. Furthermore, retaining the PS land use designation along Michele Drive may be appropriate in order to highlight the existence of CCWD's access rights.

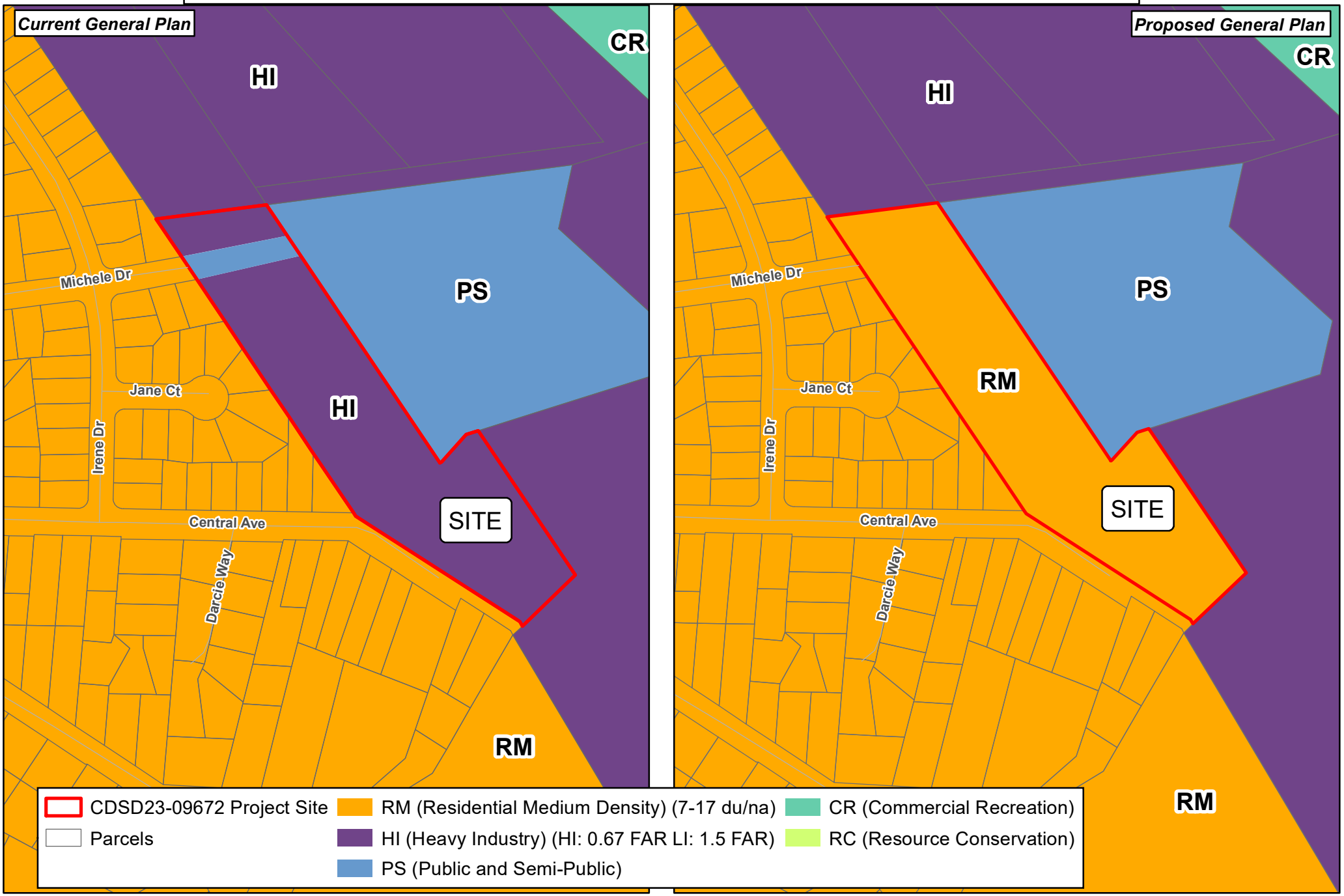
Conclusion

The subject site is adjacent to an existing neighborhood and in an area presumed to be impacted by nearby industrial uses. Staff recognizes, however, that CalEnviroScreen rankings are formulated at the census tract level and different areas within the same census tract may be affected differently by external environmental factors. It is reasonable to allow the GPA process to move forward so that the subject site can be studied more precisely. Analysis of the project must consider the substantial list of environmental justice and community health policies found throughout the elements of the 2045 General Plan. The applicant should be aware that exposing future residents to substantial pollutant concentrations and other conditions that may lead to adverse health outcomes is inconsistent with the policy guidance in the 2045 General Plan. The burden is on the applicant to demonstrate that the subject site is an appropriate location for residential development. Staff emphasizes that authorization to proceed with the GPA process does not imply staff's or the Board's support for an application to amend the General Plan, but only that this matter is appropriate for further consideration.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize initiation of the GPA process, then an application to amend the General Plan cannot be filed and the subject site will retain its HI land use designation. The proposed residential project could not move forward.

Attachment A: CDGP25-0002 Proposed General Plan Amendment

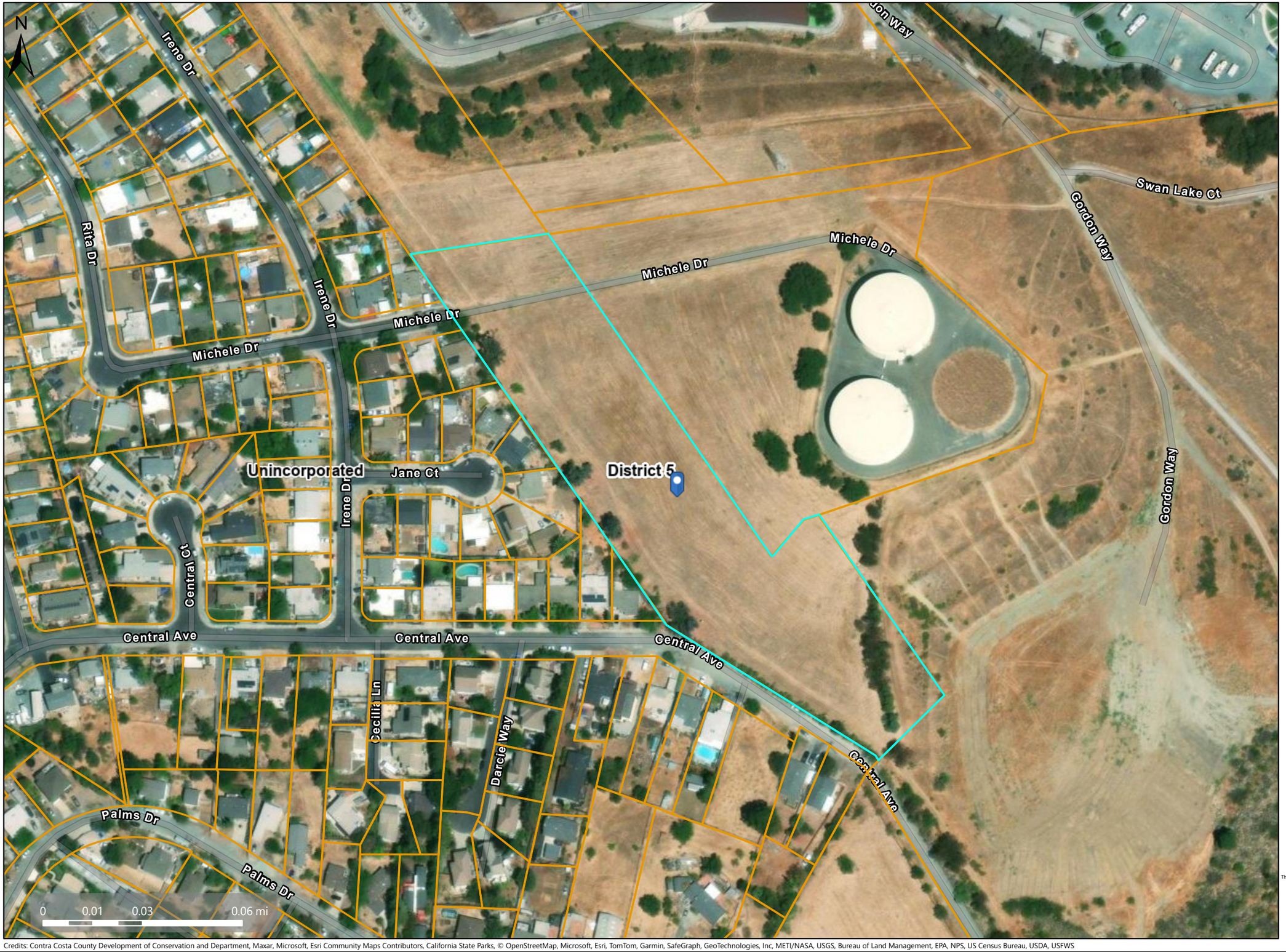


0 250 500 1,000 Feet

Map Created 9/3/2025
by Contra Costa County Department of
Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

CDGP25-00002_Aerial Photo. APN: 380-030-045



Map Legend

- County Border
- Assessment Parcels
- Unincorporated
- Board of Supervisors' Districts

This map is a user generated, static output from an internet mapping application and is intended for reference use only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS.
Data layers contained within the CCMap application are provided by various Contra Costa County Departments.
Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984

Credits: Contra Costa County Development of Conservation and Department, Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

RECEIVED on 07/29/2025 CDGP25-00002
By Contra Costa County
Department of Conservation and Development

SEAL ISLAND ESTATES

TENTATIVE MAP
CONTRA COSTA COUNTY, CA
SUBDIVISION NO.

OWNER & SUBDIVIDER

DISCOVERY BUILDERS, INC.
43240 STONE VALLEY ROAD WEST, SUITE 2
ALAMO, CALIFORNIA 94507
CONTACT: KRIS KAMERZELL

PREPARER'S STATEMENT/DESIGN ENGINEER

THIS PLAN SET WAS PREPARED BY:
RRM DESIGN GROUP
3765 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401
(805) 543-1794

UNDER THE DIRECTION OF:
ROBERT CAMACHO, P.E. No. 76597

SHEET INDEX

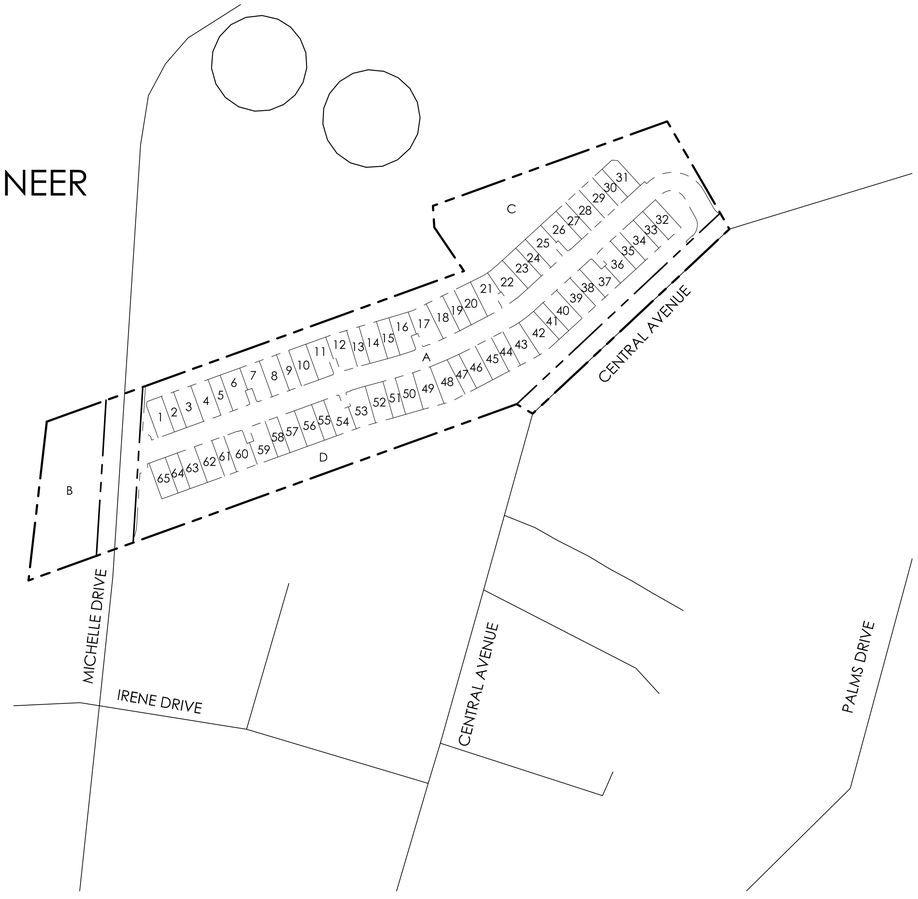
C1.....TITLE SHEET
C2.....EXISTING CONDITIONS MAP
C3.....VESTING TENTATIVE TRACT MAP
C4.....GRADING AND DRAINAGE
C5.....GRADING AND DRAINAGE
C6.....DETAILS
C7.....COMPOSITE UTILITIES
C8.....STORMWATER MANAGEMENT PLAN

PROPERTY INFORMATION

APN: 380-030-045
EXISTING GENERAL PLAN: H1 (HEAVY INDUSTRY)
EXISTING ZONING: H-1 (HEAVY INDUSTRIAL)
PROPOSED DENSITY:12.6 DU/AC

UTILITIES

ELECTRIC..... PACIFIC GAS & ELECTRIC
TELEPHONE..... AT&T
CABLE..... CHARTER COMMUNICATIONS
GAS..... PACIFIC GAS & ELECTRIC
SEWER..... CENTRAL CONTRA COSTA SANITARY DISTRICT
WATER..... CONTRA COSTA WATER DISTRICT



VICINITY MAP

NOT TO SCALE

HORIZONTAL & VERTICAL CONTROL

BASIS OF BEARINGS

THE CALCULATED BEARING OF NORTH 46°14'08" WEST BETWEEN THE FOUND MONUMENTS C-90 AND C-102R LOCATED WITHIN INTERSTATE 680 RIGHT OF WAY, WAS CALCULATED FROM THE COORDINATE VALUES AS SHOWN ON THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RECORD OF SURVEY MAP FILED IN BOOK 116 L.S.M. 21, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. SAID MAP VALUES ARE IN BOTH METRIC & FEET, AND ARE ON (CCS27), ZONE 3 VALUES.

SAID COORDINATE VALUES WERE SCALED TO GROUND BY THE SCALE FACTOR OF 1.00006140 PER SAID MAP. ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED.

TO CONVERT TO GRID HOLD POINT C-90 AND MULTIPLY BY 0.99993860

BENCHMARK

CCCO BM #3550 TOP OF 'X' IN PHOENIX ON TOP OF DI, NORTH SIDE OF ACTRIZ AVE 80' WEST OF ARTHUR RD EL=23.35 (NGVD 29)

TOPOGRAPHY

TOPOGRAPHY AND MAPPING UNDER THE DIRECTION OF
APEX CIVIL ENGINEERING AND LAND SURVEYING
817 ARNOLD DRIVE, STE. 80
MARTINEZ, CA 94553

GENERAL INFORMATION/LAND USE

THIS SITE IS CURRENTLY UNDEVELOPED AND IS UNDERUTILIZED. SEAL ISLAND ESTATES PROPOSES 65 RESIDENTIAL LOTS IN AN ATTACHED, TOWNHOME-STYLE DEVELOPMENT. THE AVERAGE LOT SIZE IS PROPOSED TO BE 1,270 SF WITH A MINIMUM LOT SIZE OF 950 SF. WATER WILL BE SUPPLIED BY CONTRA COSTA WATER DISTRICT AND SEWER SERVICES WILL BE PROVIDED BY CENTRAL CONTRA COSTA SANITARY DISTICT. THIS PROJECT FURTHERS THE COUNTY'S OBJECTIVES OF MEETING HOUSING DEMAND WHILE PROVIDING LOWER-INCOME DWELLING UNITS TO HELP FULFILL THE COUNTY'S RHNA OBLIGATIONS.

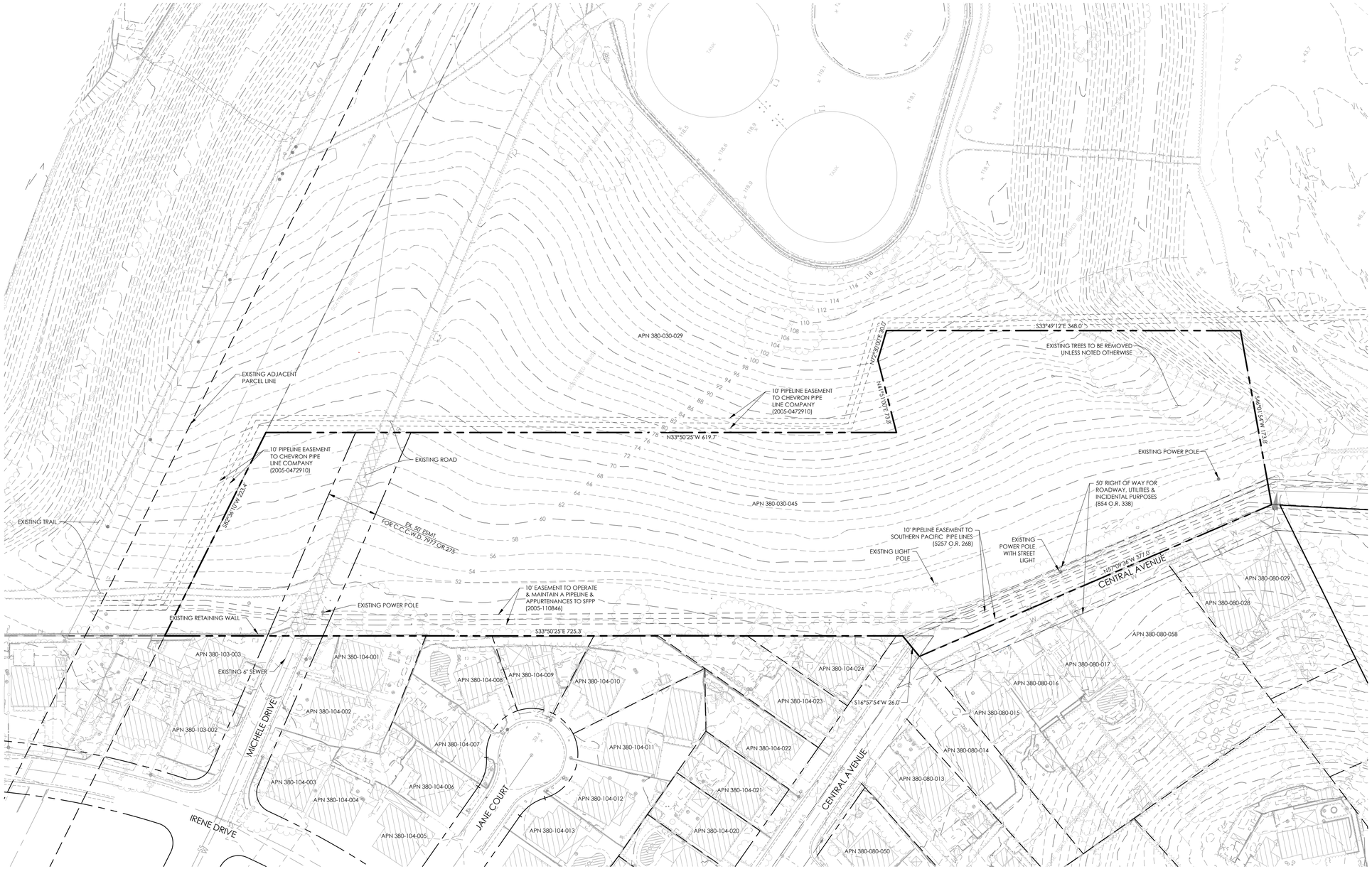
PROJECT STATISTICS

DESCRIPTION	LOT AREA (# OF LOTS)
RESIDENTIAL LOTS (LOTS 1-65)	1.89 ac (65)
OPEN SPACE LOTS (LOTS A-D)	2.78 ac (4)
TOTAL AREA	±4.67 ac (69)

TOTAL AREA DOES NOT INCLUDE MICHELE DRIVE RIGHT OF WAY AND PORTION OF CENTRAL AVENUE AREA RIGHT OF WAY

TOTAL PARCEL AREA	±5.15 ac

H:\3000\3170.01-C2&Seal&Island\Estates\Revs\Julia-TM\Engineering\TM\Sheet Files\C1 Title Sheet.dwg, C1, Nov 17, 2023, 5:00pm, rojgomez



LEGEND

- PROJECT BOUNDARY
- EXISTING ADJACENT PARCEL LINE
- EXISTING RIGHT OF WAY
- EXISTING ROADWAY LINES
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING FENCE
- EXISTING CHAIN LINK FENCE
- EXISTING WIRE FENCE
- EXISTING RETAINING WALL
- EXISTING TREE
- EXISTING BUILDING

PROJECT STATISTICS

EXISTING IMPERVIOUS AREA

AC: 2,583 sf

TOTAL IMPERVIOUS AREA: 2,583 sf

0 50 100 150 feet

1"=50'

N:\3000\3192.01 C2S Seal Island Estates Res Subdiv-ITMA\Engineering\ITMA Sheet Files\C2 Existing Conditions.dwg, C2, Nov 17, 2023 4:48pm, ignaciobasterra

rrm design group

NOVEMBER 17, 2023

EXISTING CONDITIONS MAP

SEAL ISLAND ESTATES

C2

LEGEND

- TRACT BOUNDARY LINE
- PROPOSED LOT LINE
- RIGHT OF WAY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- PUE — PUBLIC UTILITY EASEMENT
- PSE — PRIVATE SEWER EASEMENT
- STE — STREET TREE EASEMENT
- PPAE — PUBLIC PEDESTRIAN ACCESS EASEMENT
- PROPOSED PRIVATE PEDESTRIAN ACCESS EASEMENT

NOTES

FINAL LOCATION OF SEWER, WATER, AND DRAINAGE EASEMENTS TO BE DETERMINED DURING FINAL DESIGN/FINAL MAP PROCESS.

ALL STREETS AND UTILITIES (UNLESS NOTED OTHERWISE) SHALL BE PRIVATELY MAINTAINED.

PUBLIC UTILITY EASEMENT MAY BE ADJUSTED TO ACCOMMODATE TRANSFORMER AND VAULT LOCATIONS AS NECESSARY.

SEE C2 FOR DISPOSITION OF EXISTING STRUCTURES AND EXISTING EASEMENT INFORMATION

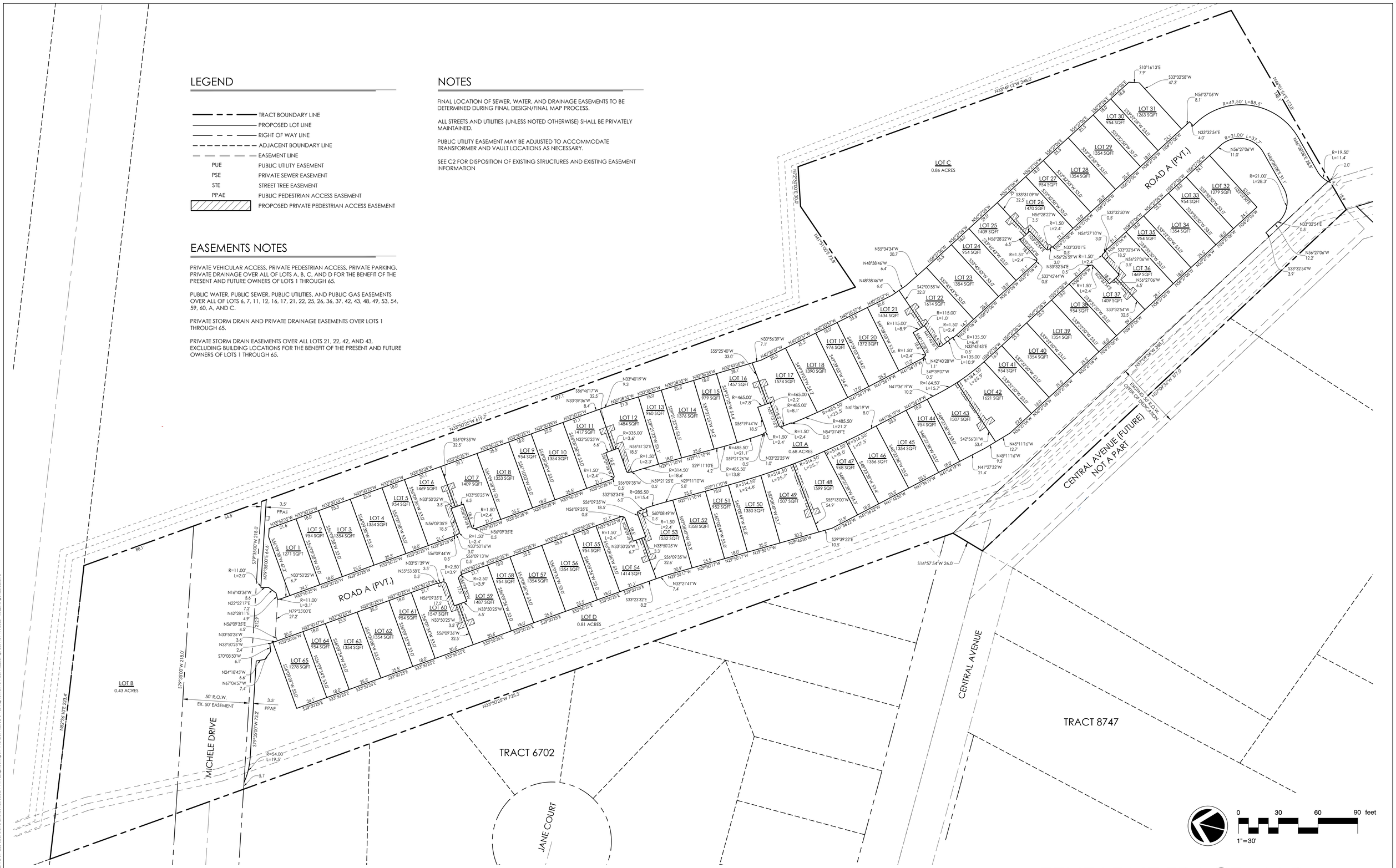
EASEMENTS NOTES

PRIVATE VEHICULAR ACCESS, PRIVATE PEDESTRIAN ACCESS, PRIVATE PARKING, PRIVATE DRAINAGE OVER ALL OF LOTS A, B, C, AND D FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNERS OF LOTS 1 THROUGH 65.

PUBLIC WATER, PUBLIC SEWER, PUBLIC UTILITIES, AND PUBLIC GAS EASEMENTS OVER ALL OF LOTS 6, 7, 11, 12, 16, 17, 21, 22, 25, 26, 36, 37, 42, 43, 48, 49, 53, 54, 59, 60, A, AND C.

PRIVATE STORM DRAIN AND PRIVATE DRAINAGE EASEMENTS OVER LOTS 1 THROUGH 65.

PRIVATE STORM DRAIN EASEMENTS OVER ALL LOTS 21, 22, 42, AND 43, EXCLUDING BUILDING LOCATIONS FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNERS OF LOTS 1 THROUGH 65.



N:\3800\3190.01 C2D-Seal Island Estates Bro Schatin ITM\Engineering\TM\1 Sheet Files\C-3 Vesting Tentative Tract Map.dwg, C3, Nov 17, 2023 - 4:08pm, bpantaleleeno

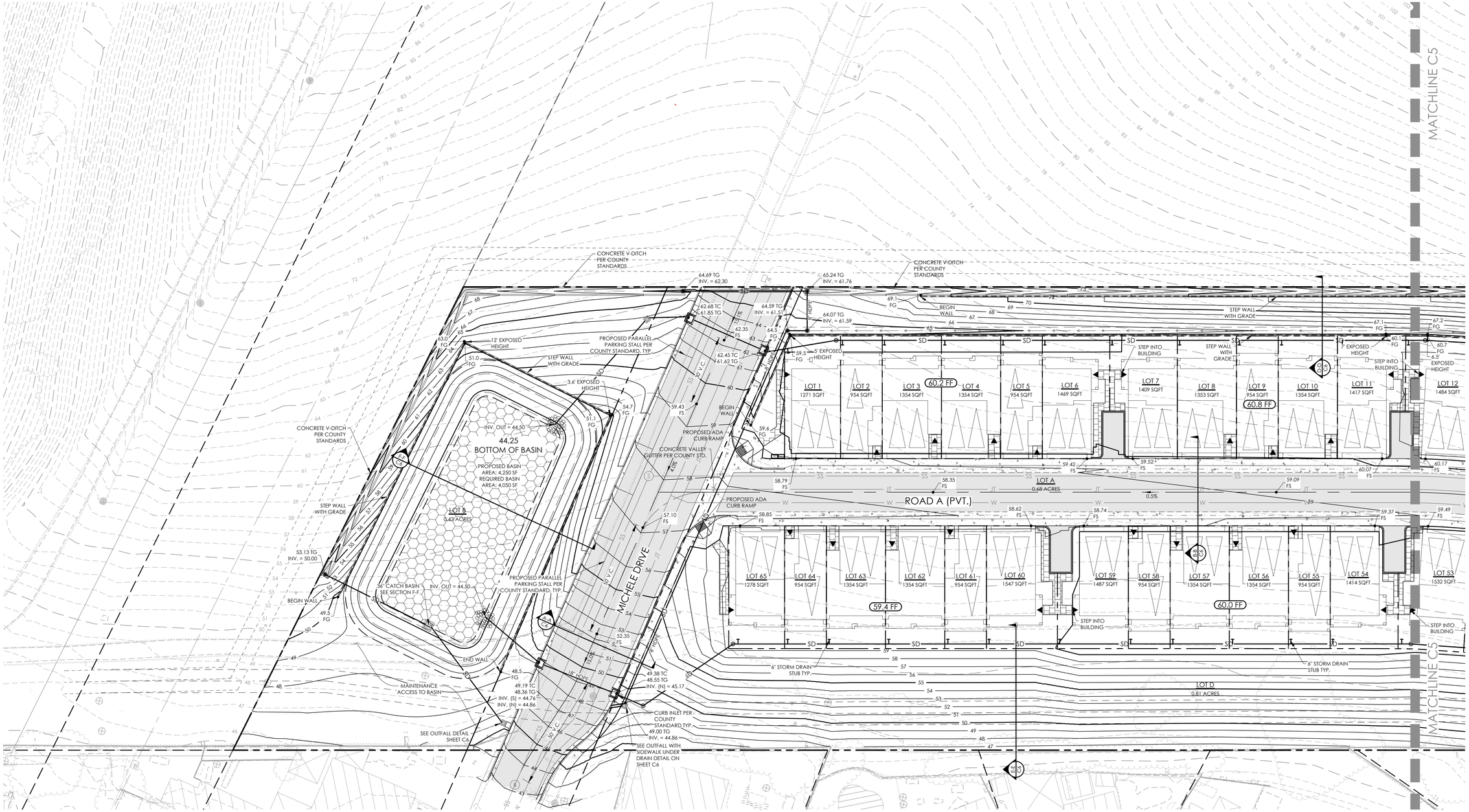
rrm design group

NOVEMBER 17, 2023

TENTATIVE TRACT MAP

SEAL ISLAND ESTATES

C3



LEGEND

- STORM WATER BASIN
- AC PAVING
- REINFORCED CONCRETE
- DECORATIVE PAVERS
- SD — PROPOSED PRIVATE 18" HDPE STORM DRAIN
- PROPOSED WALL (TOW = TOP OF WALL)
- AREA DRAIN
- TRAFFIC RATED TRENCH DRAIN
- M — MAILBOX KIOSK

GRADING NOTES

1. DRIVEWAYS SHALL HAVE A MINIMUM SLOPE OF 1% AND A MAXIMUM SLOPE OF 10%.
2. THERE SHALL BE A 0.5" LIP AT THE FRONT OF THE GARAGE.
3. GARAGES SHALL HAVE A MINIMUM 1% SLOPE AND A MAXIMUM OF 2% SLOPE.
4. STEP GARAGES BETWEEN UNITS WITH GRADE.

0 20 40 60 feet
1"=20'

N:\3000\3190.01_C3S Seal Island Estates Rev Subdiv-TMA\Engineering\TMA Sheet Files\C-4 Grading and Drainage.dwg, C4, Nov 17, 2023, 4:09pm, bjonesbeavers

rrm design group

NOVEMBER 17, 2023

PRELIMINARY GRADING AND DRAINAGE

SEAL ISLAND ESTATES

C4



LEGEND

- STORM WATER BASIN
- AC PAVING
- REINFORCED CONCRETE
- DECORATIVE PAVERS
- SD — PROPOSED PRIVATE 18" HDPE STORM DRAIN
- PROPOSED WALL (TOW = TOP OF WALL)
- AREA DRAIN
- TRAFFIC RATED TRENCH DRAIN
- M — MAILBOX KIOSK

GRADING NOTES

1. DRIVEWAYS SHALL HAVE A MINIMUM SLOPE OF 1% AND A MAXIMUM SLOPE OF 10%.
2. THERE SHALL BE A 0.5" LIP AT THE FRONT OF THE GARAGE.
3. GARAGES SHALL HAVE A MINIMUM 1% SLOPE AND A MAXIMUM OF 2% SLOPE.
4. STEP GARAGES BETWEEN UNITS WITH GRADE.

APPROXIMATE EARTHWORK QUANTITIES

AREA OF DISTURBANCE: 4.91 ACRES
CUT: 25,100 CY
FILL: 13,100 CY
NET: 12,000 CY <CUT>

THE APPROXIMATE RAW EARTHWORK QUANTITIES SHOWN HEREON REPRESENT THE ESTIMATED VOLUMETRIC DIFFERENCE CALCULATED BETWEEN THE PROPOSED SUBGRADE AND EXISTING GRADE SURFACE, AND ARE SUBJECT TO CHANGE. THESE ESTIMATES DO NOT INCLUDE CONSIDERATIONS FOR LOSSES OR BULKING DUE TO: SOIL AMENDMENTS, STABILIZATION, CONSTRUCTION TECHNIQUE, FOOTING & TRENCHING SPOILS, ETC. THESE CONSIDERATIONS, IN ADDITION TO ACTUAL FIELD CONDITIONS AND THE FINAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, MAY SIGNIFICANTLY EFFECT THE FINAL IMPORT/EXPORT QUANTITIES. APPROXIMATE QUANTITIES SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE ACTUAL QUANTITIES FOR THE PURPOSE OF CONSTRUCTION AND COST ESTIMATES. CONTRACTOR IS ALSO RESPONSIBLE FOR ADJUSTMENTS TO SLOPE HINGE POINTS IN ORDER TO PROVIDE GRADED PAD AREA ADJACENT TO PATHS, WALKWAYS, AND ROADS FOR UTILITY BOXES, TRANSFORMERS, AND ABOVE GROUND UTILITY INFRASTRUCTURE.

N:\3000\3192.01 C3S Seal Island Estates Res Subdiv-TMH\Engineering\TMH Sheet Files\C-4 Grading and Drainage.dwg, C5, Nov 17, 2023, 4:49pm, tjonatatesteens

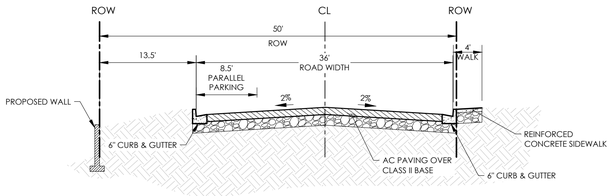
rrm design group

NOVEMBER 17, 2023

PRELIMINARY GRADING AND DRAINAGE

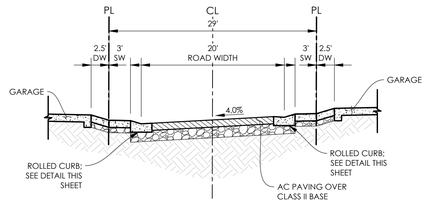
SEAL ISLAND ESTATES

C5



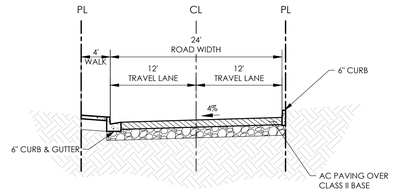
SECTION (A-A) - MICHELE DRIVE (PUBLIC)

NTS



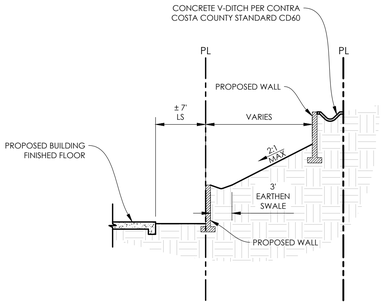
SECTION (B-B) - ROAD A (PRIVATE)

NTS



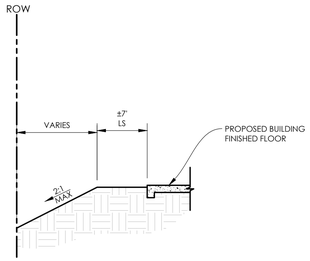
SECTION (C-C) - ROAD A (PRIVATE)

NTS



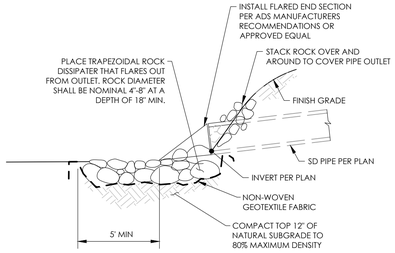
SECTION D-D

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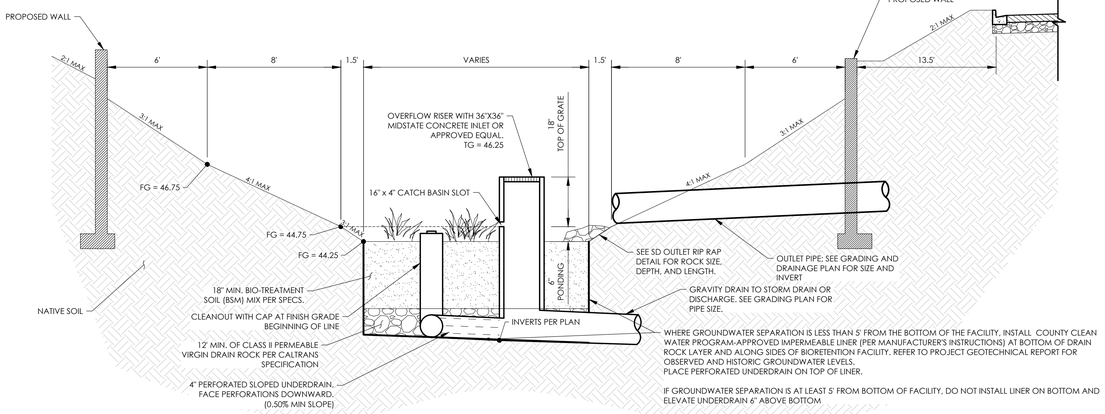
SECTION E-E

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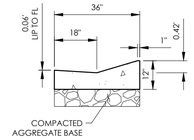
SD DRAIN OUTLET RIP RAP DETAIL (18" - 24" PIPE)

NTS



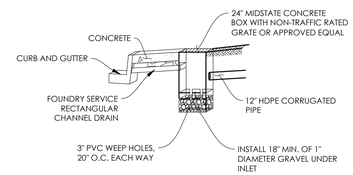
SECTION (F-F) - TYPICAL BASIN DETAIL

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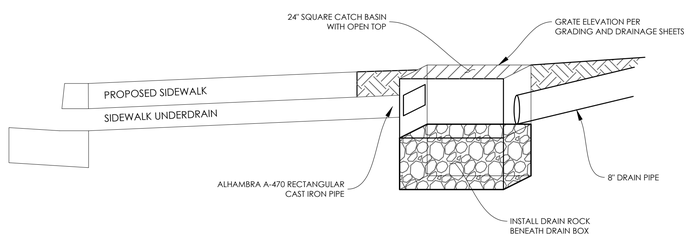
ROLLED CURB DETAIL

NTS



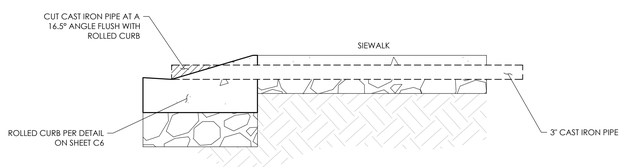
OUTFALL DETAIL

NTS



OUTFALL WITH SIDEWALK UNDERDRAIN DETAIL

NTS



SIDEWALK UNDERDRAIN DETAIL

NTS

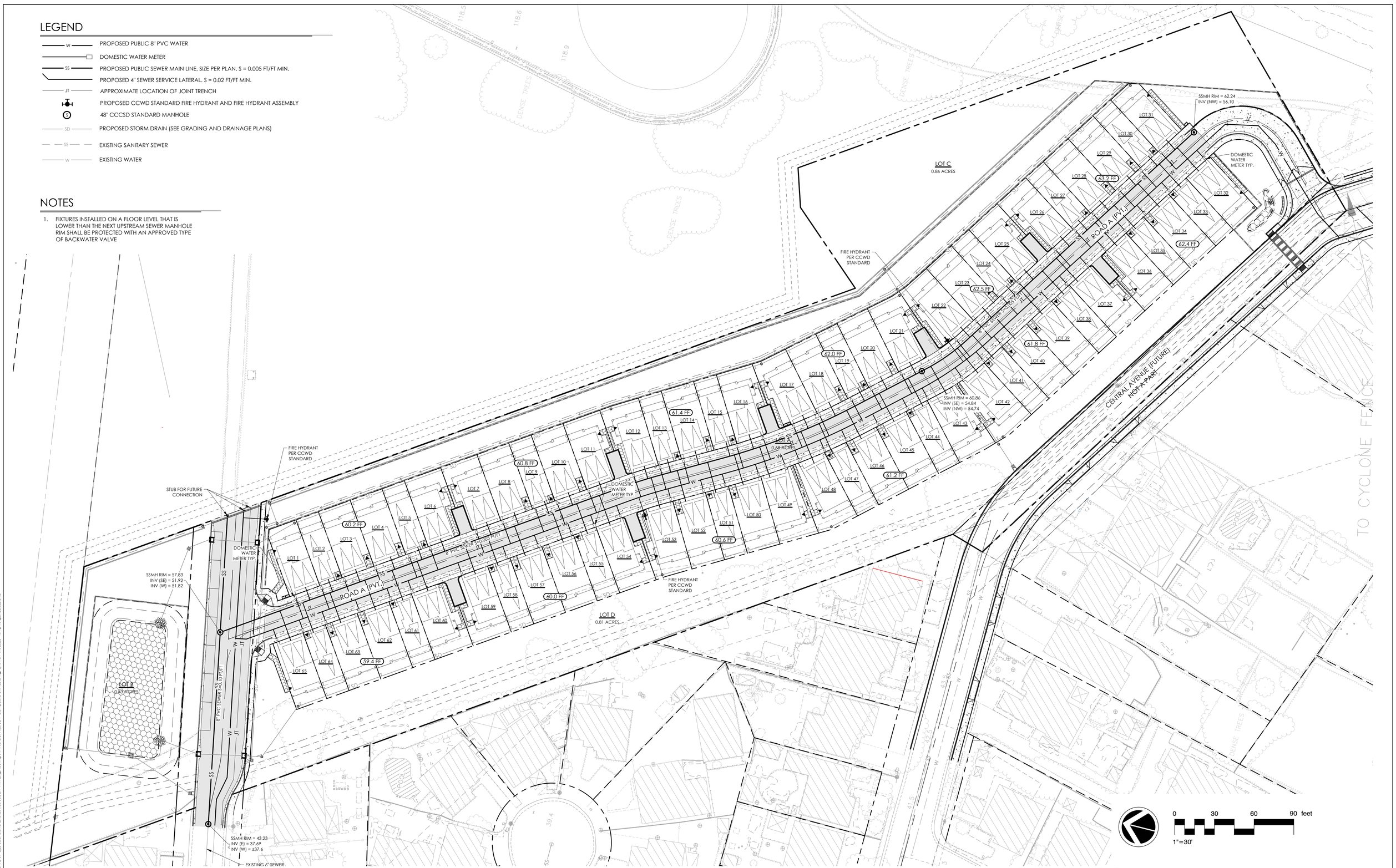
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LEGEND

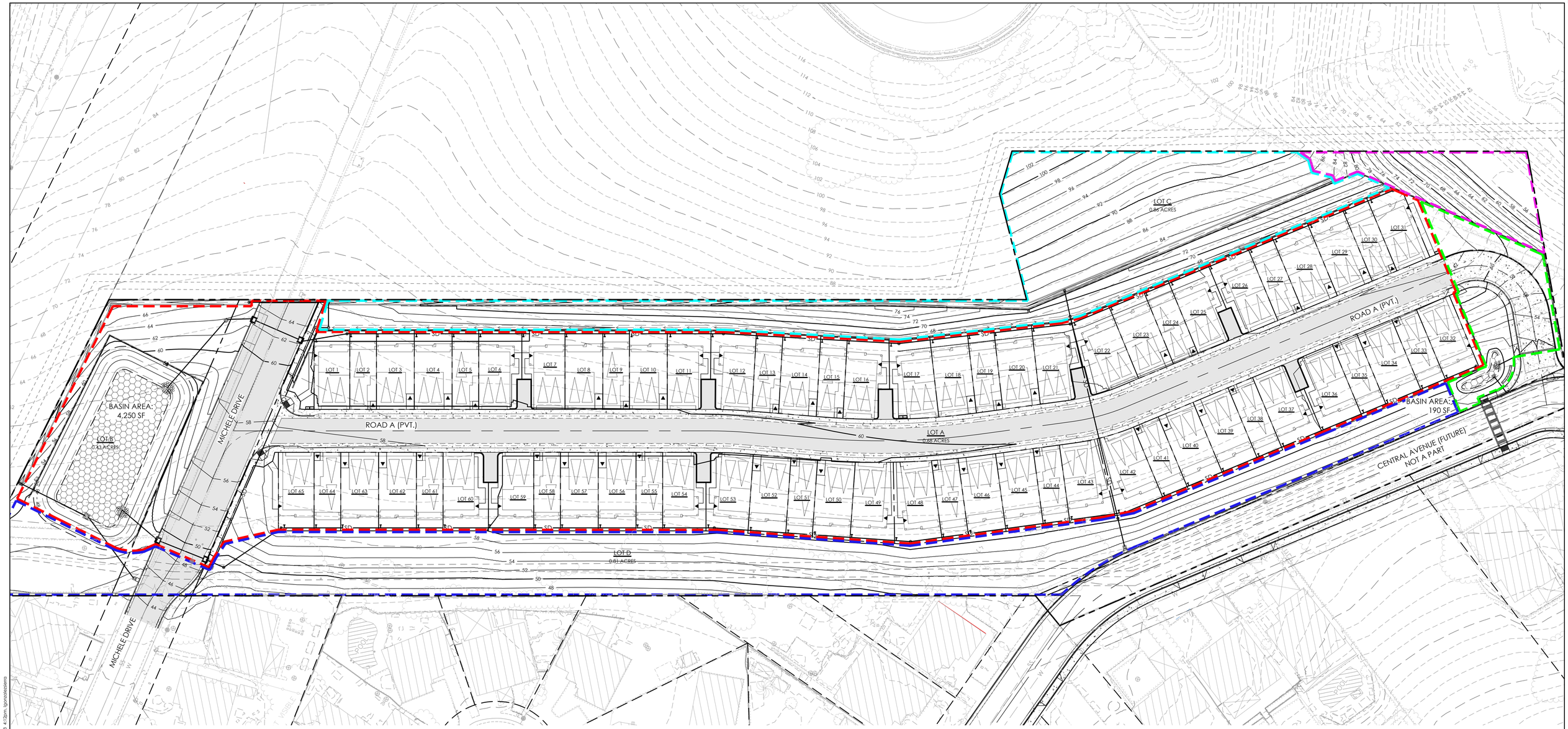
- PROPOSED PUBLIC 8" PVC WATER
- DOMESTIC WATER METER
- PROPOSED PUBLIC SEWER MAIN LINE, SIZE PER PLAN, S = 0.005 FT/FT MIN.
- PROPOSED 4" SEWER SERVICE LATERAL. S = 0.02 FT/FT MIN.
- APPROXIMATE LOCATION OF JOINT TRENCH
- PROPOSED CCWD STANDARD FIRE HYDRANT AND FIRE HYDRANT ASSEMBLY
- 48" CCCSD STANDARD MANHOLE
- PROPOSED STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
- EXISTING SANITARY SEWER
- EXISTING WATER

NOTES

1. FIXTURES INSTALLED ON A FLOOR LEVEL THAT IS LOWER THAN THE NEXT UPSTREAM SEWER MANHOLE RIM SHALL BE PROTECTED WITH AN APPROVED TYPE OF BACKWATER VALVE



N:\3000\3199.01-CZS-Seal Island Estates Rev Subdiv-TTM\Engineering\TTM\Sheet Files\C-7 Composite Utilities.dwg, C7, Nov 17, 2023, 4:11pm, ljarratt@rrmdesign



LEGEND

- SD — PROPOSED HDPE STORM DRAIN
- DMA 1 (134,257 SF)
- DMA 2 (6,476 SF)
- DMA 3 (29,221 SF) SELF-TREATING
- DMA 4 (5,486 SF) SELF-TREATING
- DMA 5 (37,142 SF) SELF-TREATING
- STORMWATER BASIN

PROJECT STATISTICS

(A) EXISTING CONDITION

IMPERVIOUS AREA: 2,583 SF

PERVIOUS AREA: 209,999 SF

(B) PROPOSED IMPROVEMENTS

TOTAL IMPERVIOUS AREA: 101,655 SF

TOTAL PERVIOUS AREA: 110,927 SF

REQUIRED STORMWATER CONTROL MEASURES

DMA 1
- REQUIRED BASIN AREA : 4,050 SF
- PROPOSED BASIN AREA: 4,250 SF

DMA 2
- REQUIRED BASIN AREA: 120 SF
- PROPOSED BASIN AREA: 190 SF

0 30 60 90 feet
1"=30'

rrm design group

NOVEMBER 17, 2023

STORMWATER MANAGEMENT PLAN

SEAL ISLAND ESTATES

C8

N:\3000\3192.01 C2S Seal Island Estates #es-5\dc5n-TTM\Engineering\TTM\Sheet Files\C-8 Stormwater.dwg, C8, Nov 17, 2023 4:28pm, ignaciolaterra

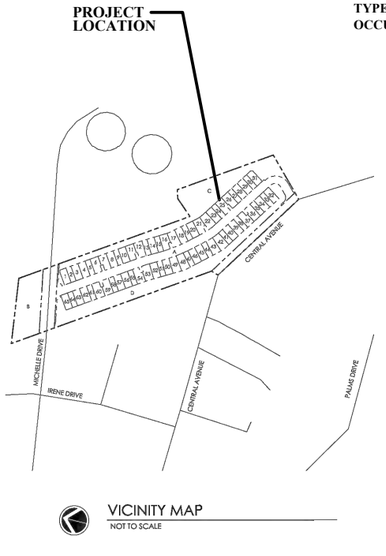
RECEIVED on 07/29/2025 CDGP25-00002
By Contra Costa County
Department of Conservation and Development



SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

VICINITY MAP



VICINITY MAP
NOT TO SCALE

BUILDING DATA

TYPE OF CONSTRUCTION: VB
OCCUPANCY GROUP: R-3

PROJECT TEAM

APPLICANT: DISCOVERY BUILDERS, INC.
3240 STONE VALLEY ROAD WEST,
SUITE 2
ALAMO, CA 94507

ARCHITECT: DISCOVERY DESIGN GROUP
3240 STONE VALLEY ROAD WEST,
SUITE 2
ALAMO, CA 94507

CIVIL: RRM DESIGN GROUP
3765 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401

LANDSCAPE: RRM DESIGN GROUP
3765 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401

SHEET INDEX

ARCHITECTURAL

A0 COVER SHEET
A0.1 SITE PLAN LEGEND
A1 PLAN 1 EAST FLOOR PLANS
A2 PLAN 1 WEST FLOOR PLANS
A3 PLAN 2 EAST FLOOR PLANS
A4 PLAN 2 WEST FLOOR PLANS
A5 PLAN 3 EAST FLOOR PLANS
A6 PLAN 3 WEST FLOOR PLANS
A7 BUILDINGS 1 & 6 FRONT ELEVATION
A8 BUILDINGS 1 & 6 MASSING AND ROOF PLAN
A9 BUILDINGS 1 & 6 ELEVATIONS
A10 BUILDINGS 2 & 4 FRONT ELEVATION
A11 BUILDINGS 2 & 4 MASSING AND ROOF PLAN
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A13 BUILDING 3 FRONT ELEVATION
A14 BUILDING 3 MASSING AND ROOF PLAN
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A16 BUILDING 5 FRONT ELEVATION
A17 BUILDING 5 MASSING AND ROOF PLAN
A18 BUILDING 5 ELEVATIONS
A19 BUILDING 7 FRONT ELEVATION
A20 BUILDING 7 MASSING AND ROOF PLAN
A21 BUILDING 7 ELEVATIONS
A22 BUILDINGS 8, 9, 11, & 12 FRONT ELEVATION
A23 BUILDINGS 8, 9, 11, & 12 MASSING AND ROOF PLAN
A24 BUILDINGS 8, 9, 11, & 12 ELEVATIONS
A25 BUILDING 10 FRONT ELEVATION
A26 BUILDING 10 MASSING AND ROOF PLAN
A27 BUILDING 10 ELEVATIONS
A28 COLORBOARD

CIVIL

C1 TITLE SHEET
C2 EXISTING CONDITIONS MAP
C3 TENTATIVE TRACT MAP
C4 GRADING AND DRAINAGE
C5 GRADING AND DRAINAGE
C6 DETAILS
C7 COMPOSITE UTILITIES
C8 STORMWATER MANAGEMENT PLAN

LANDSCAPE

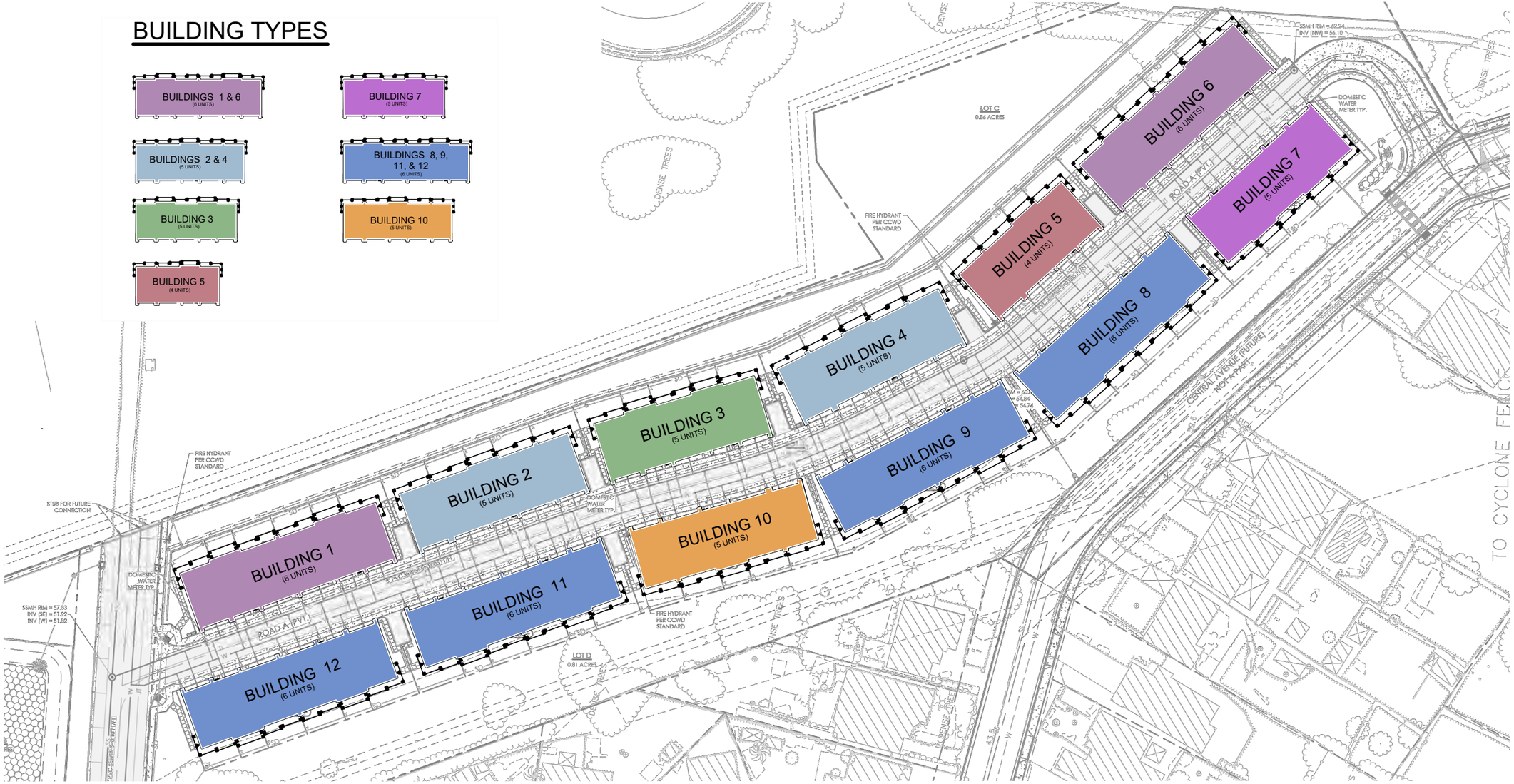
L1 CONCEPTUAL LANDSCAPE PLAN
L2 TYPICAL SITE ELEVATION
L3 MONUMENT AND MAILBOX KIOSK ENLARGEMENT
L4 CHARACTER IMAGES
L5 PLANTING CONCEPT
L6 PLANTING CONCEPT
L7 PLANTING CONCEPT
L8 PLANTING CONCEPT
L9 PLANTING CONCEPT

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A0

BUILDING TYPES

- BUILDINGS 1 & 6 (6 UNITS)
- BUILDING 7 (5 UNITS)
- BUILDINGS 2 & 4 (5 UNITS)
- BUILDINGS 8, 9, 11, & 12 (6 UNITS)
- BUILDING 3 (5 UNITS)
- BUILDING 10 (5 UNITS)
- BUILDING 5 (4 UNITS)

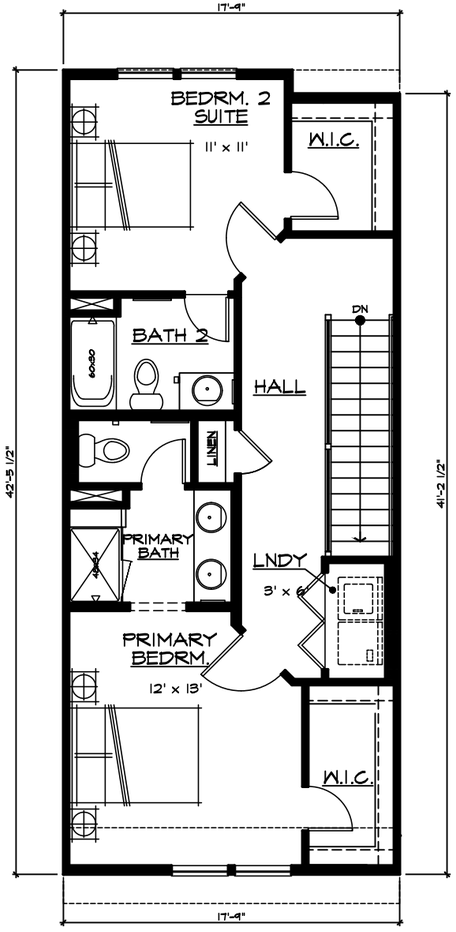


SITE PLAN LEGEND
BUILDING LOCATIONS

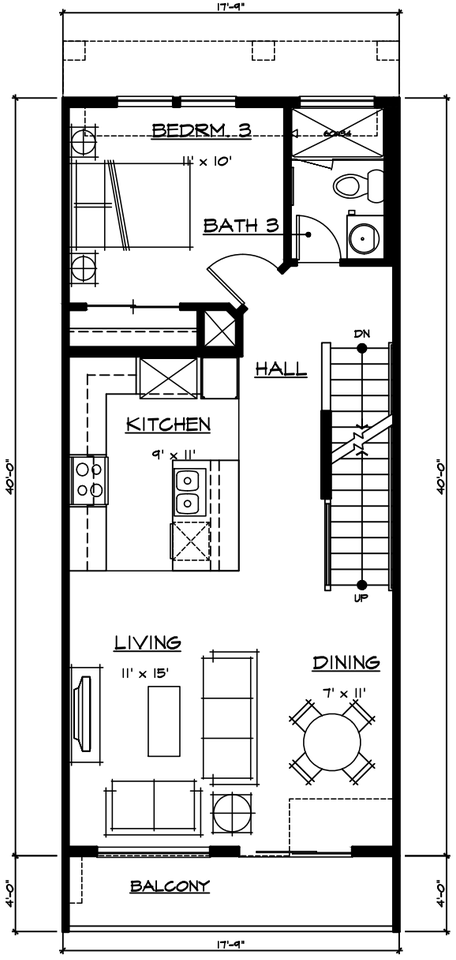
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

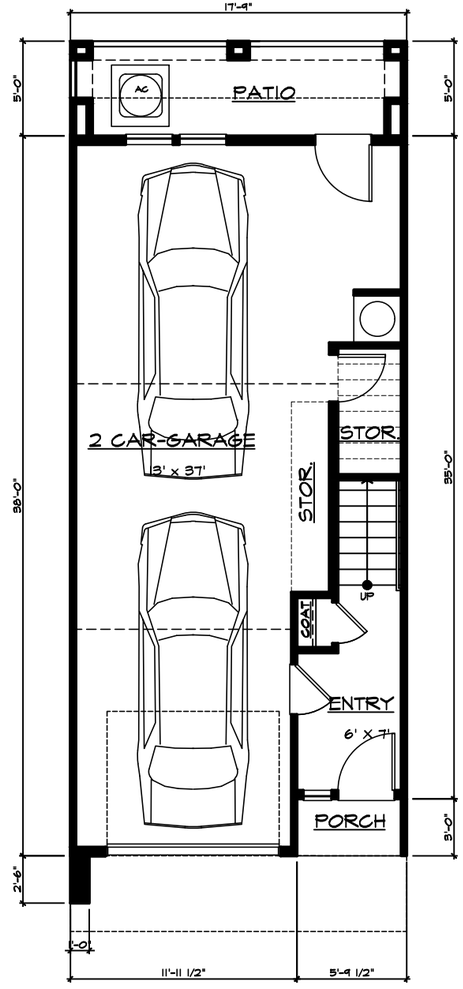
A0.1



Third Floor Plan



Second Floor Plan



First Floor Plan

SQUARE FOOTAGE	
FIRST FLOOR	92 SF
SECOND FLOOR	691 SF
THIRD FLOOR	705 SF
TOTAL LIVING AREA	1488 SF
GARAGE	565 SF
PORCH	17 SF
PATIO	89 SF
BALCONY	71 SF

0 2 4 6 8 16

UNIT 1E
UNIT EAST OF DRIVE CORRIDOR

Plan 1: Interior Unit Floor Plans

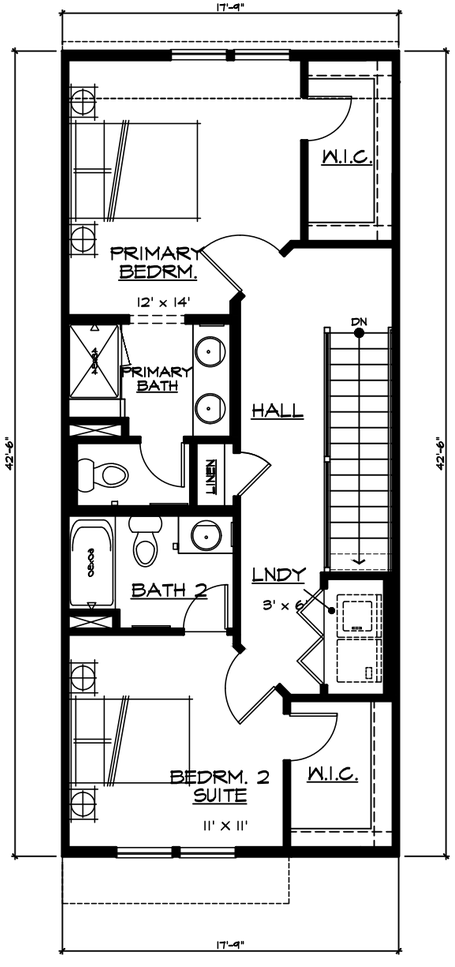
SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

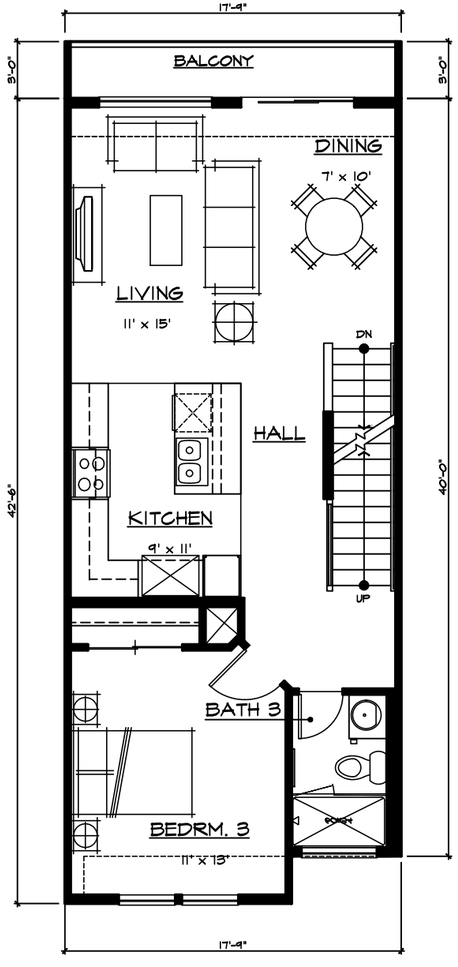
DISCOVERY DESIGN GROUP
Discovery Builders Inc.

Date 12/01/23

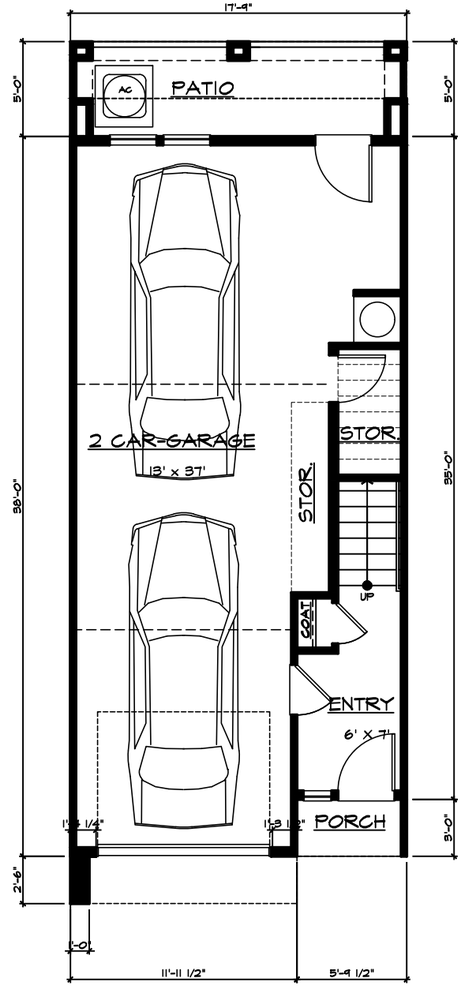
A1



Third Floor Plan



Second Floor Plan



First Floor Plan

SQUARE FOOTAGE	
FIRST FLOOR	92 SF
SECOND FLOOR	721 SF
THIRD FLOOR	712 SF
TOTAL LIVING AREA	1525 SF
GARAGE	565 SF
PORCH	17 SF
PATIO	89 SF
BALCONY	53 SF

0 2 4 6 8 16

Plan 1: Interior Unit Floor Plans

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

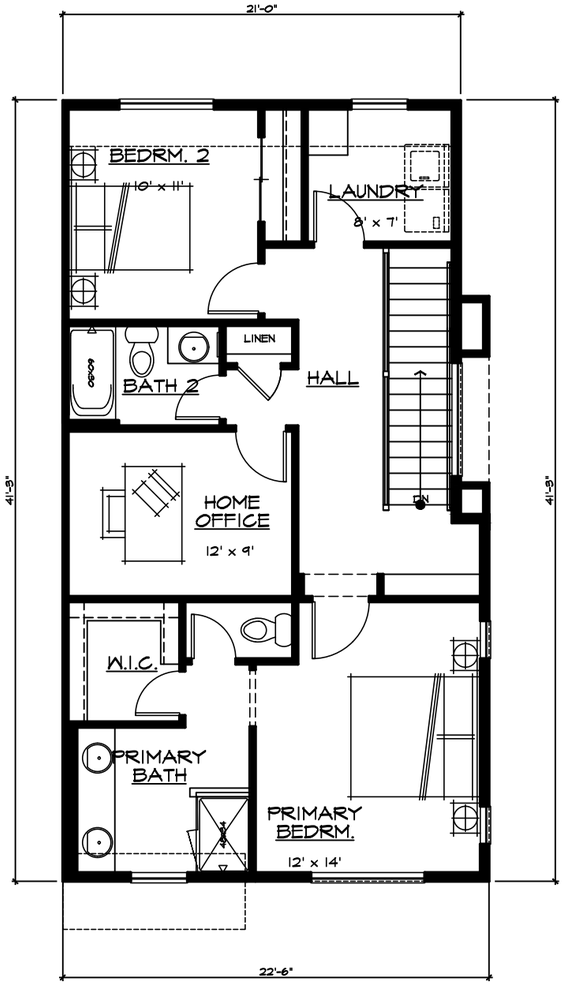
DISCOVERY DESIGN GROUP

Discovery Builders Inc.

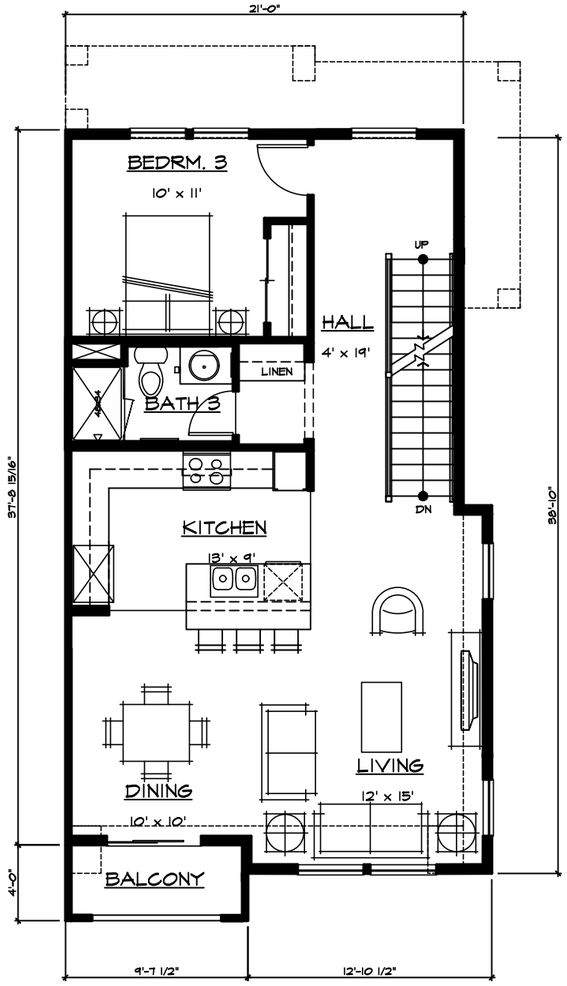
Date 12/01/23

A2

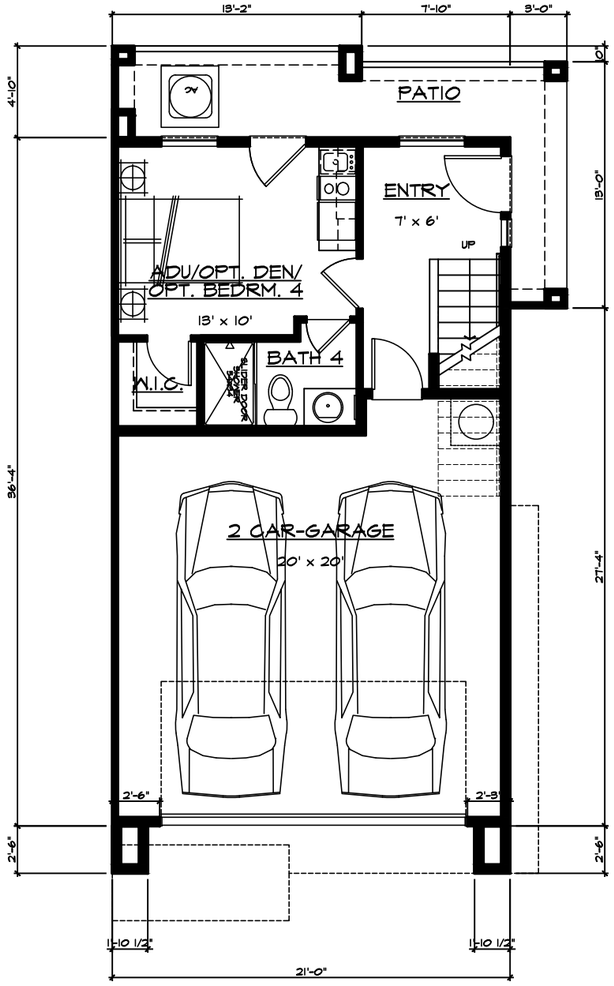
UNIT 1W
UNIT WEST OF DRIVE CORRIDOR



Third Floor Plan



Second Floor Plan



First Floor Plan

0 2 4 6 8 16

SQUARE FOOTAGE	
FIRST FLOOR	315 SF
SECOND FLOOR	815 SF
THIRD FLOOR	849 SF
TOTAL LIVING AREA	1979 SF
GARAGE	448 SF
PORCH/PATIO	134 SF
BALCONY	37 SF

UNIT 2E
UNIT EAST OF DRIVE CORRIDOR

Plan 2: End Unit Floor Plans

SEAL ISLAND ESTATES

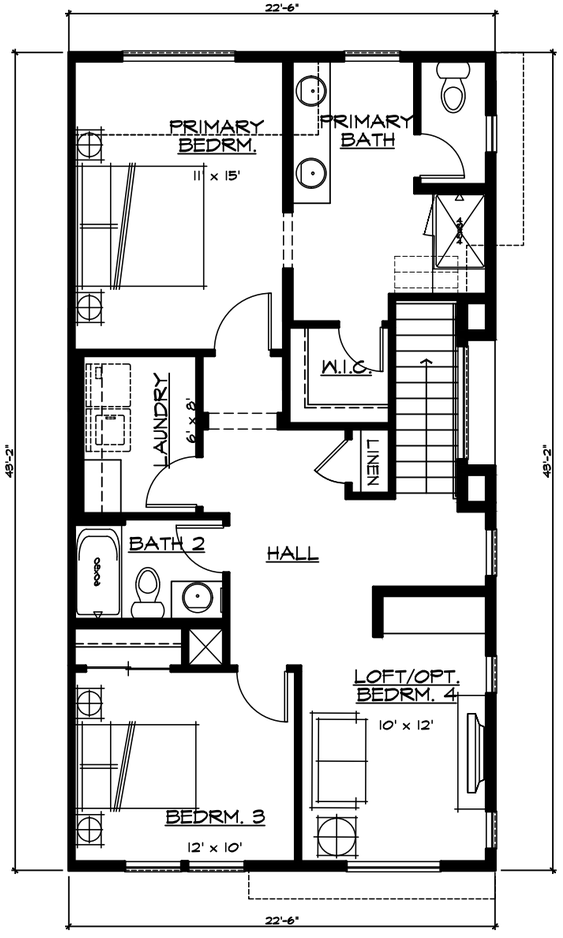
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

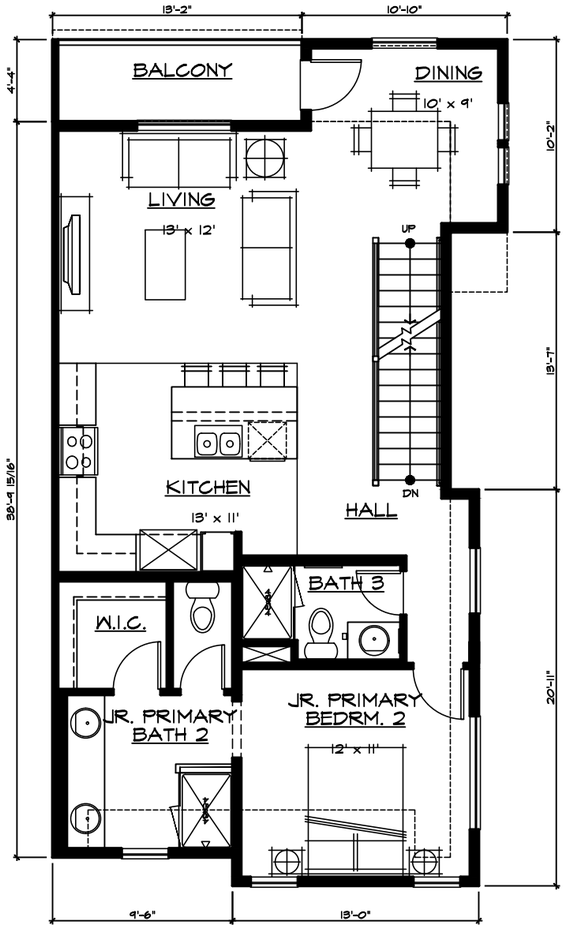
Discovery Builders Inc.

Date 12/01/23

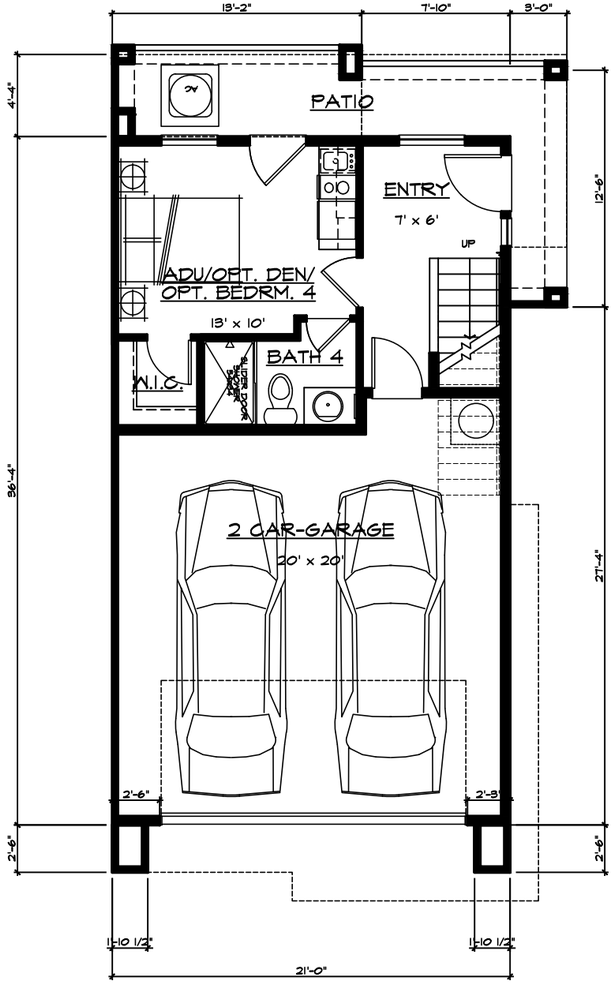
A3



Third Floor Plan



Second Floor Plan



First Floor Plan

UNIT 2W
UNIT WEST OF DRIVE CORRIDOR

SQUARE FOOTAGE	
FIRST FLOOR	315 SF
SECOND FLOOR	912 SF
THIRD FLOOR	923 SF
TOTAL LIVING AREA	2150 SF
GARAGE	448 SF
PORCH/PATIO	134 SF
BALCONY	57 SF

0 2 4 6 8 16

Plan 2: End Unit Floor Plans

SEAL ISLAND ESTATES

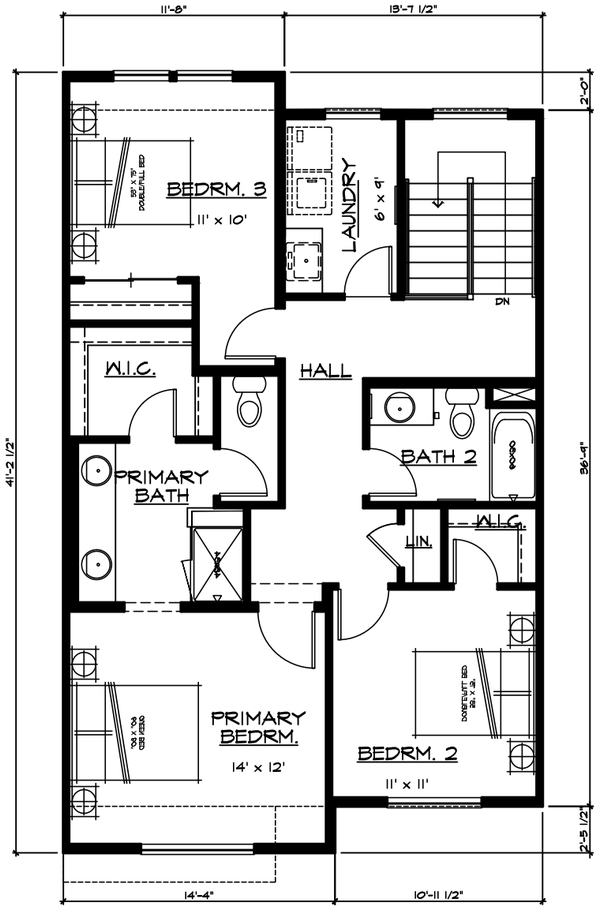
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

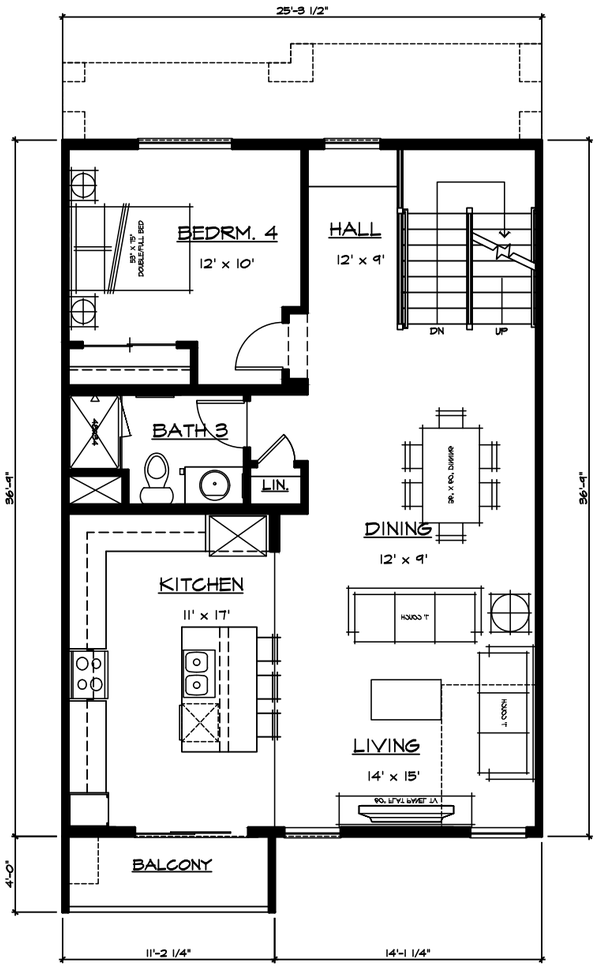
Discovery Builders Inc.

Date 12/01/23

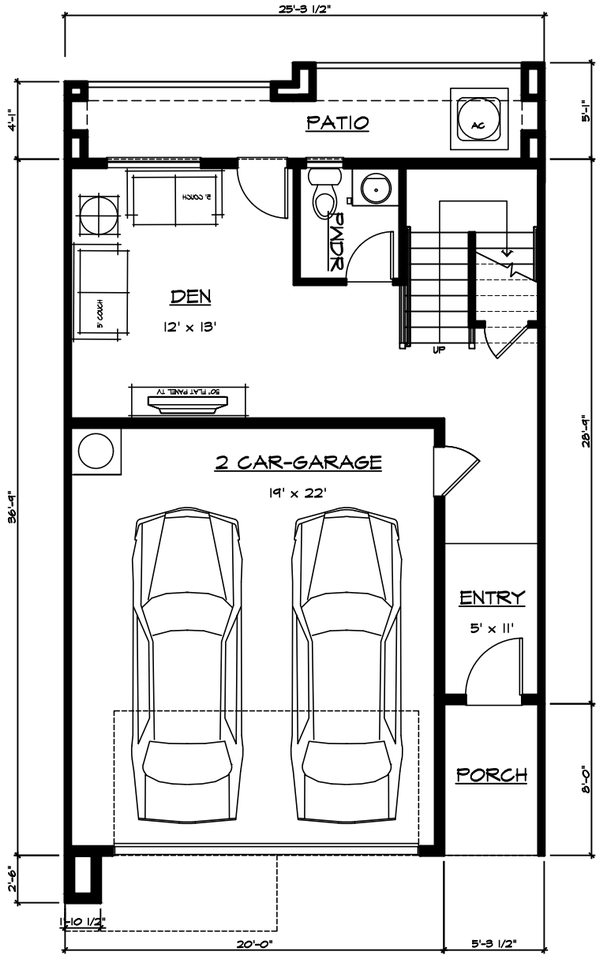
A4



Third Floor Plan



Second Floor Plan



First Floor Plan

UNIT 3E
UNIT EAST OF DRIVE CORRIDOR

SQUARE FOOTAGE	
FIRST FLOOR	442 SF
SECOND FLOOR	865 SF
THIRD FLOOR	923 SF
TOTAL LIVING AREA	2230 SF
GARAGE	445 SF
PORCH	42 SF
PATIO	117 SF
BALCONY	45 SF

0 2 4 6 8 16

Plan 3: Interior Unit Floor Plans

SEAL ISLAND ESTATES

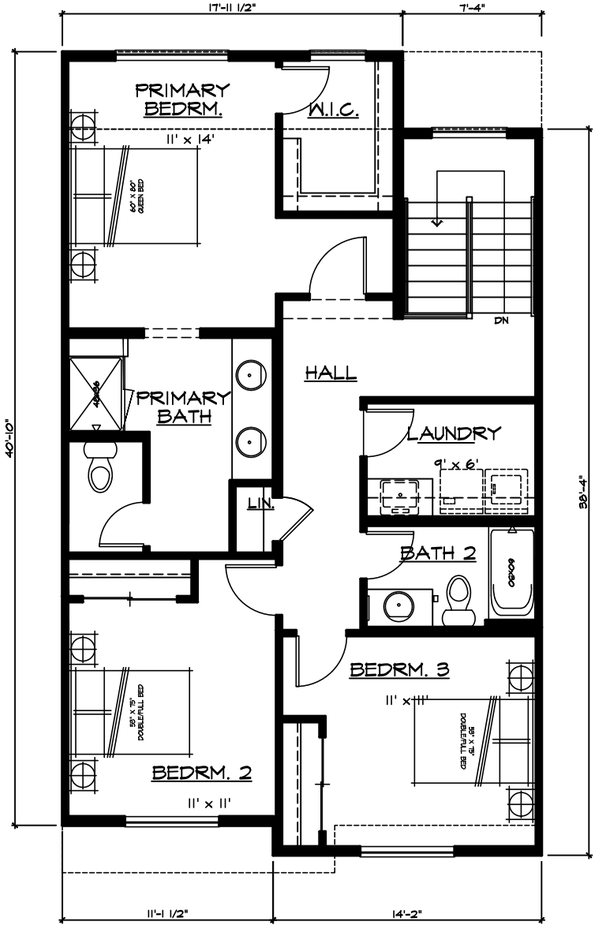
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

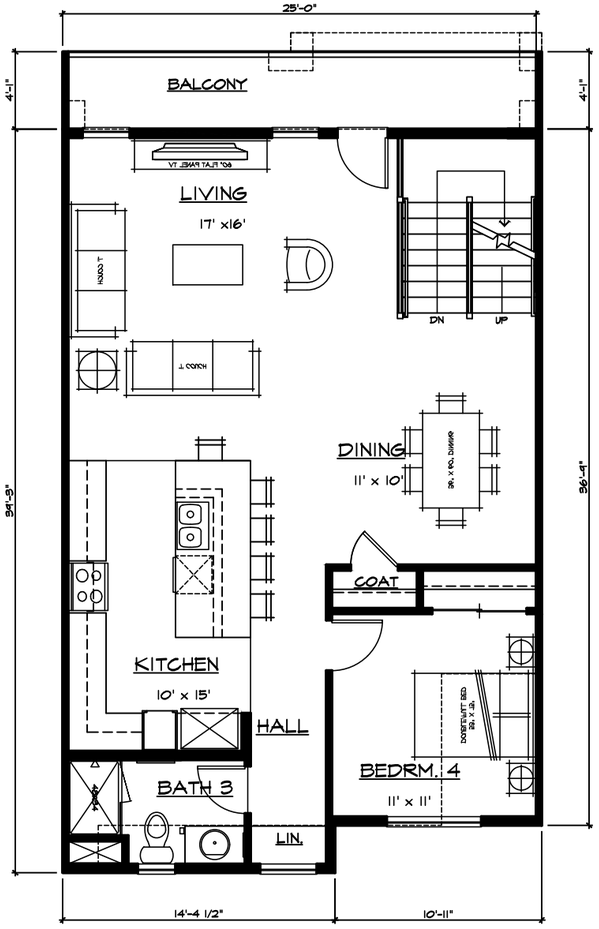
Discovery Builders Inc.

Date 12/01/23

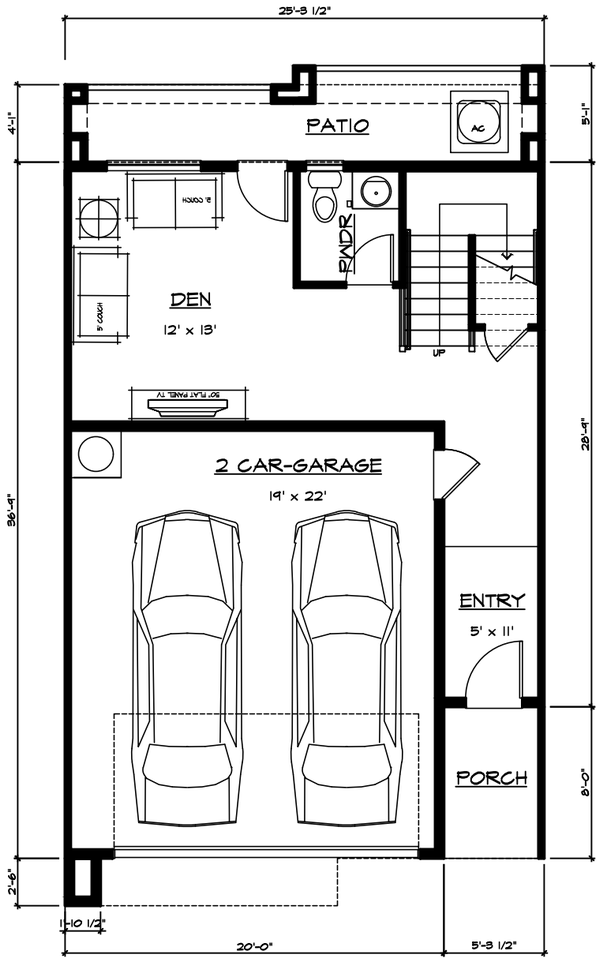
A5



Third Floor Plan



Second Floor Plan



First Floor Plan

SQUARE FOOTAGE	
FIRST FLOOR	442 SF
SECOND FLOOR	900 SF
THIRD FLOOR	960 SF
TOTAL LIVING AREA	2302 SF
GARAGE	445 SF
PORCH	42 SF
PATIO	117 SF
BALCONY	103 SF

0 2 4 6 8 16

UNIT 3W
UNIT WEST OF DRIVE CORRIDOR

Plan 3: Interior Unit Floor Plans

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

Discovery Builders Inc.

Date 12/01/23

A6



UNIT 2E **UNIT 1E** **UNIT 3E** **UNIT 3E** **UNIT 1E** **UNIT 2E**

BUILDINGS 1 & 6 - 6 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

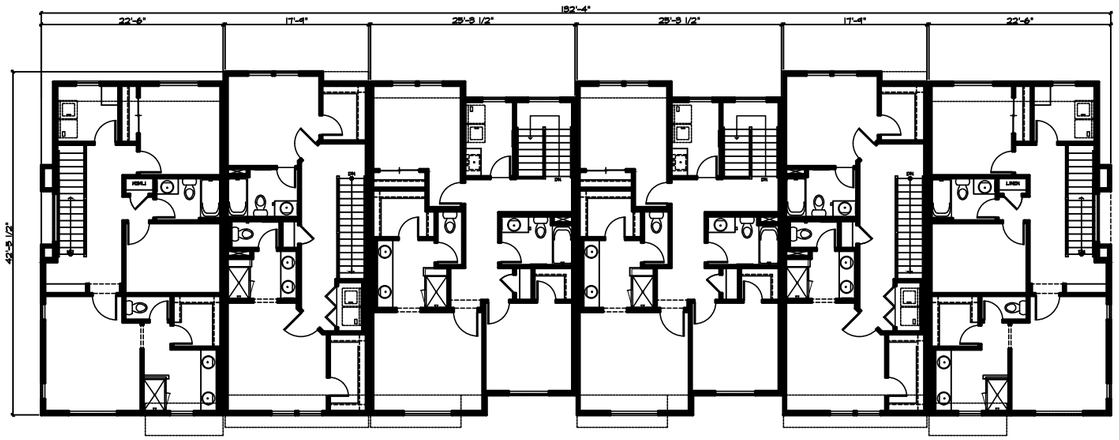
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

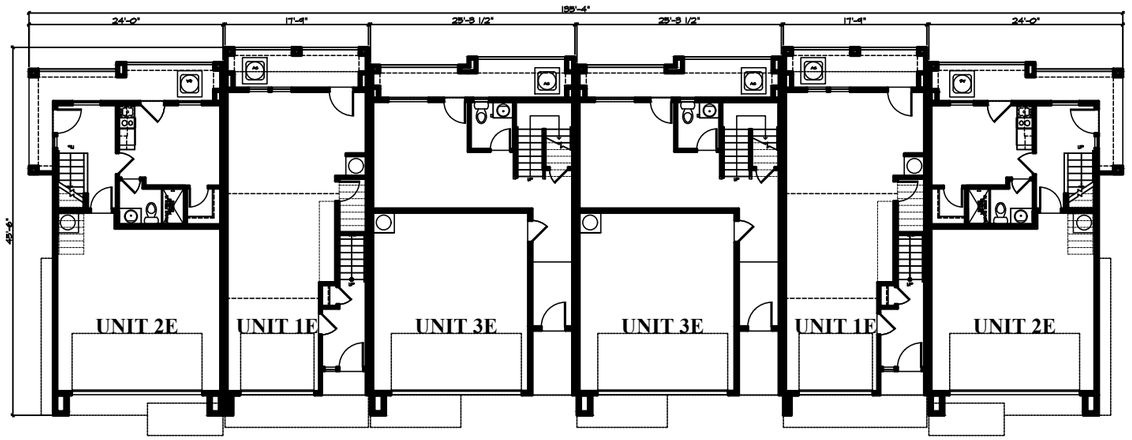
Discovery Builders Inc.

Date 12/01/23

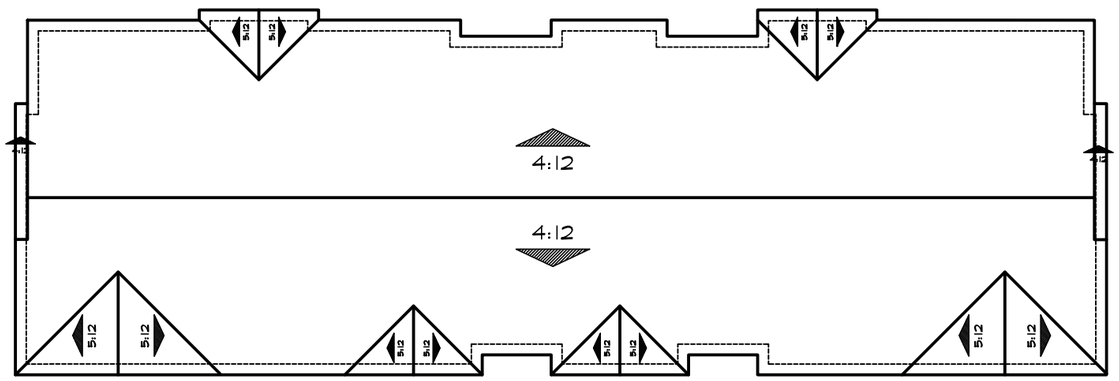
A7



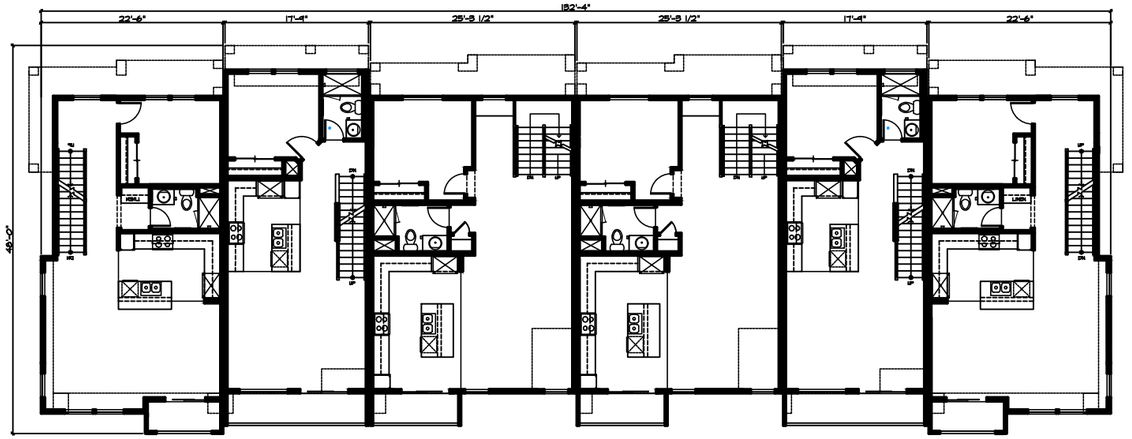
Third Floor Plan



First Floor Plan



Roof Plan



Second Floor Plan

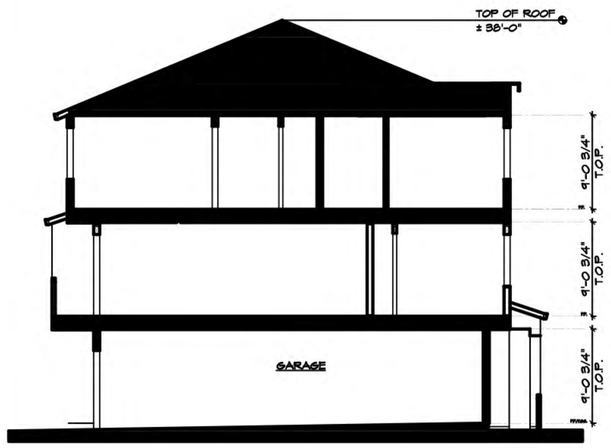
BUILDINGS 1 & 6 - 6 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A8



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2E **Unit 1E** **Unit 3E** **Unit 3E** **Unit 1E** **Unit 2E**

Rear Elevation

BUILDINGS 1 & 6 - 6 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

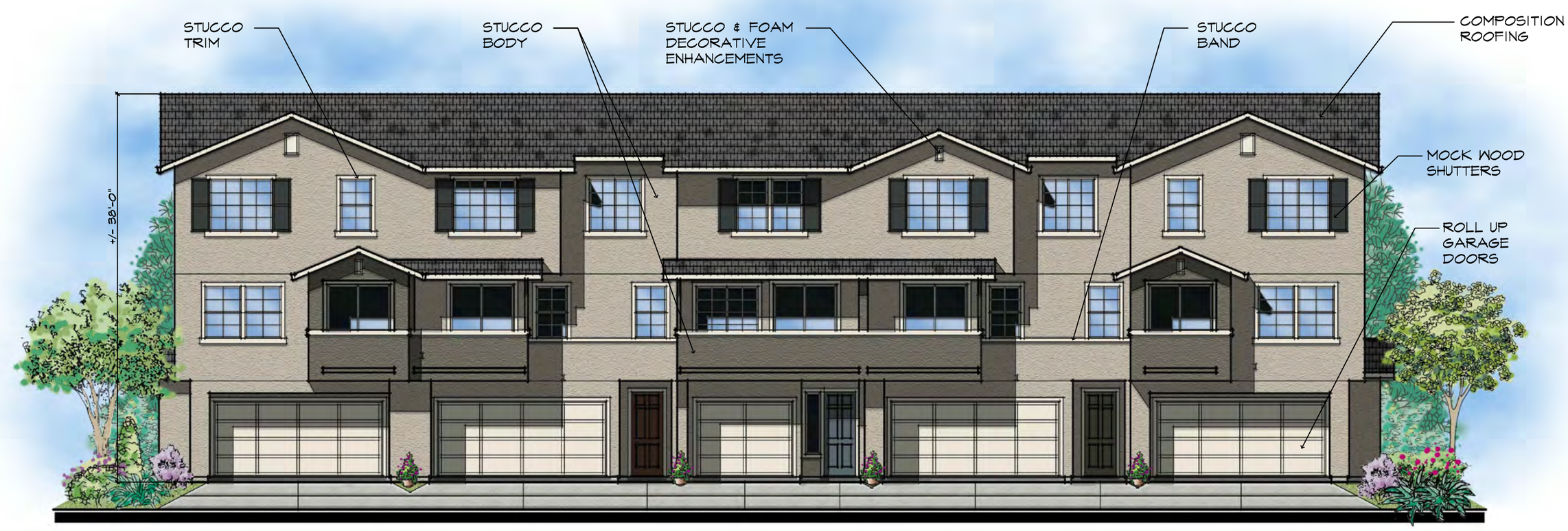
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

Discovery Builders Inc.

Date 12/01/23

A9



UNIT 2E | UNIT 3E | UNIT 1E | UNIT 3E | UNIT 2E

BUILDINGS 2 & 4 - 5 UNITS

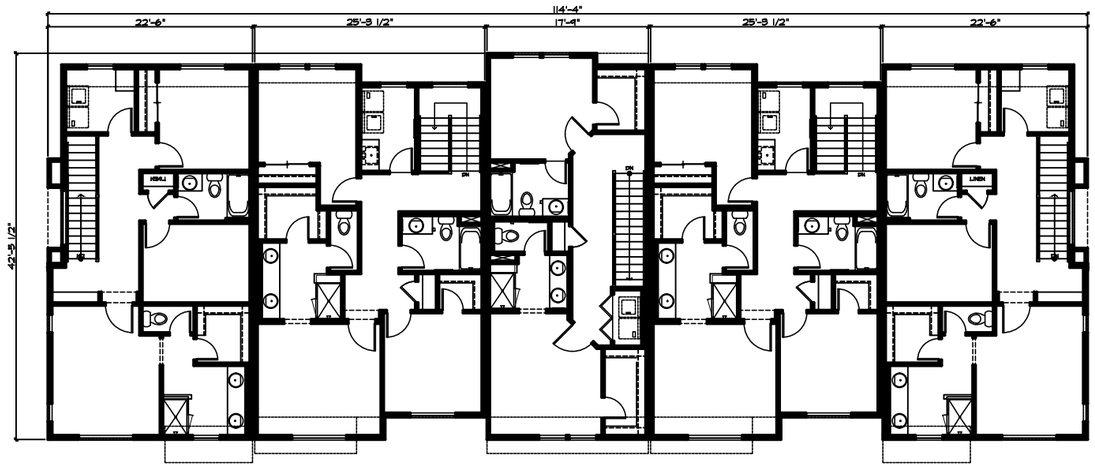
0 2 4 6 8 16

Front Elevation

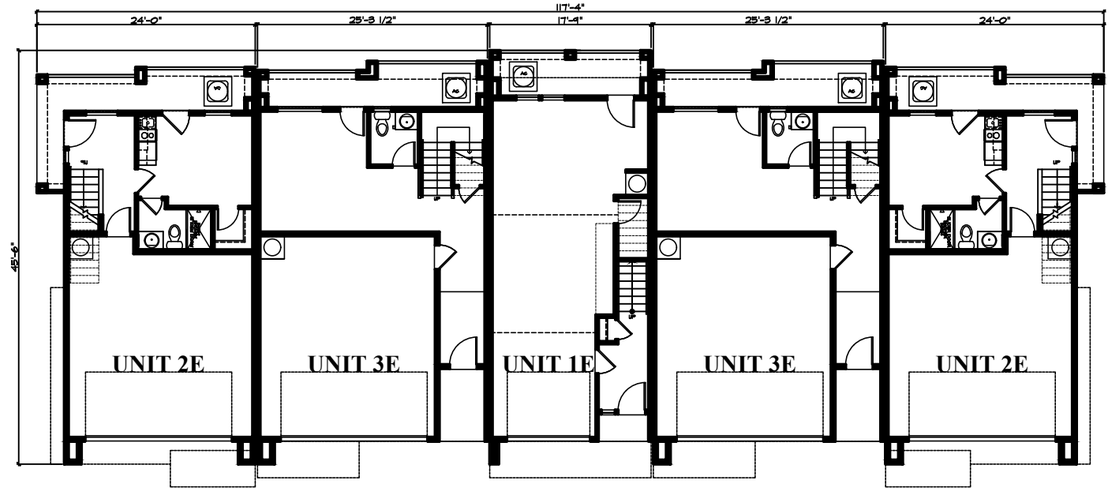
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A10

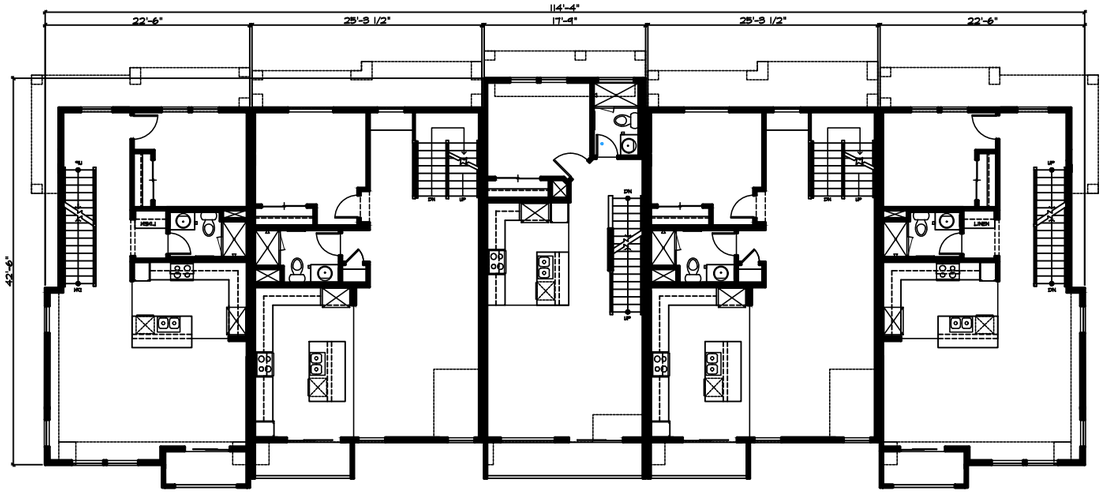


Third Floor Plan



First Floor Plan

Roof Plan



Second Floor Plan

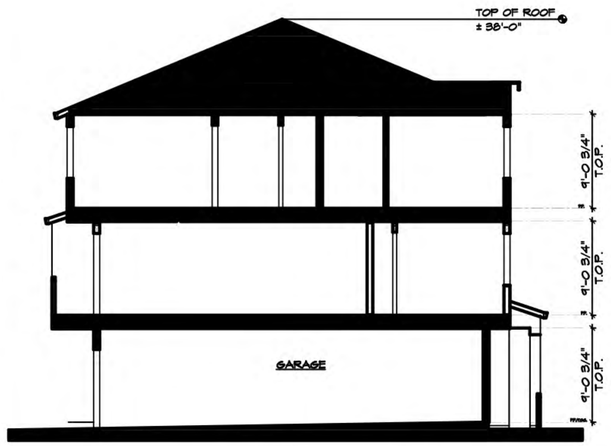
BUILDINGS 2 & 4 - 5 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A11



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2E **Unit 3E** **Unit 1E** **Unit 3E** **Unit 2E**

Rear Elevation

BUILDINGS 2 & 4 - 5 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

Discovery Builders Inc.

D a t e 12/01/23

A12



UNIT 2E **UNIT 1E** **UNIT 3E** **UNIT 1E** **UNIT 2E**

BUILDING 3 - 5 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

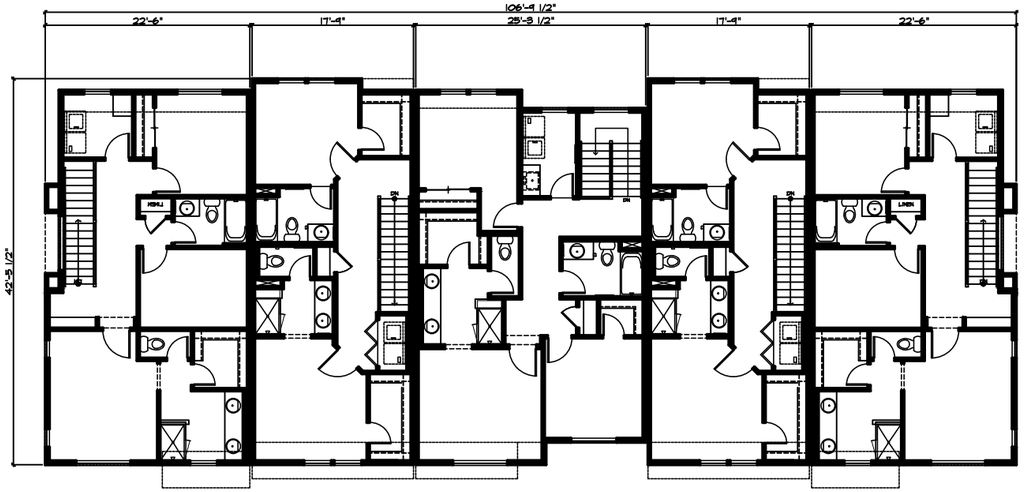
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

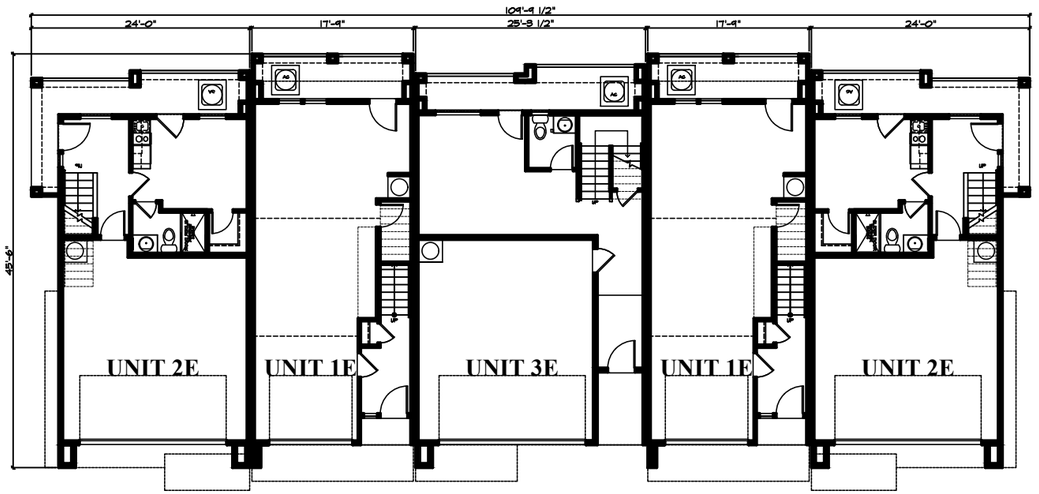
Discovery Builders Inc.

Date 12/01/23

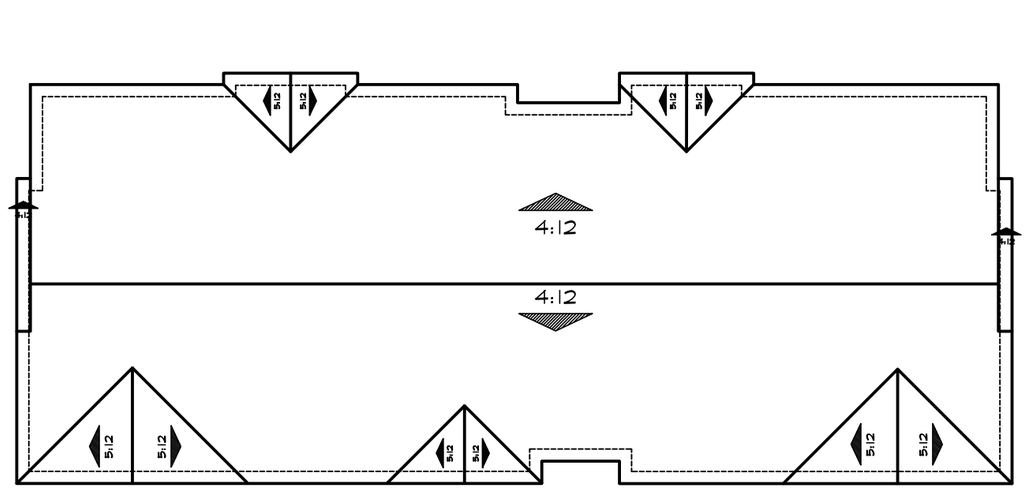
A13



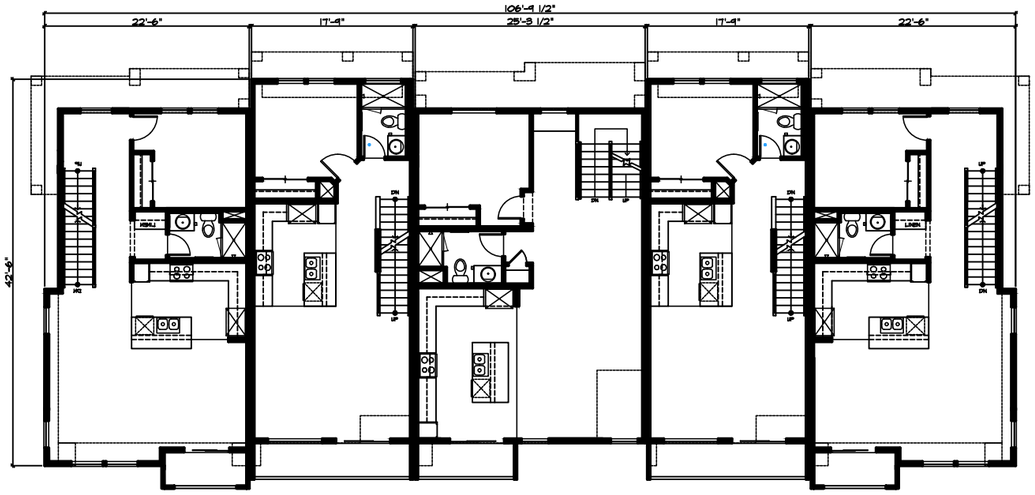
Third Floor Plan



First Floor Plan



Roof Plan



Second Floor Plan

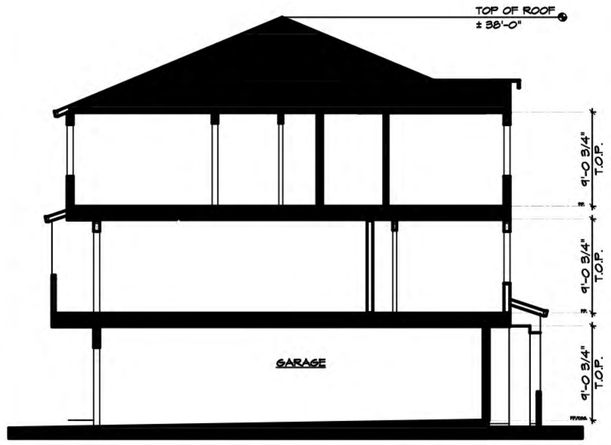
BUILDING 3 - 5 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A14



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2E **Unit 1E** **Unit 3E** **Unit 1E** **Unit 2E**

Rear Elevation

BUILDING 3 - 5 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 12/01/23

A15



UNIT 2E **UNIT 3E** **UNIT 1E** **UNIT 2E**

BUILDING 5 - 4 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

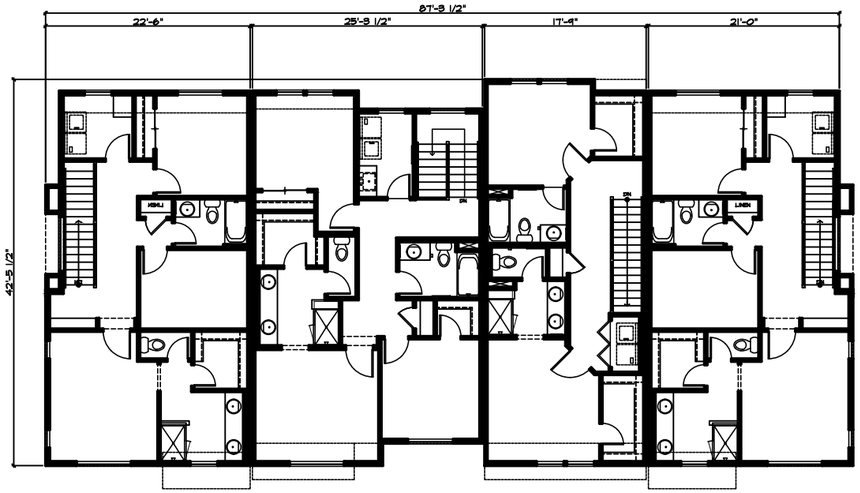
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

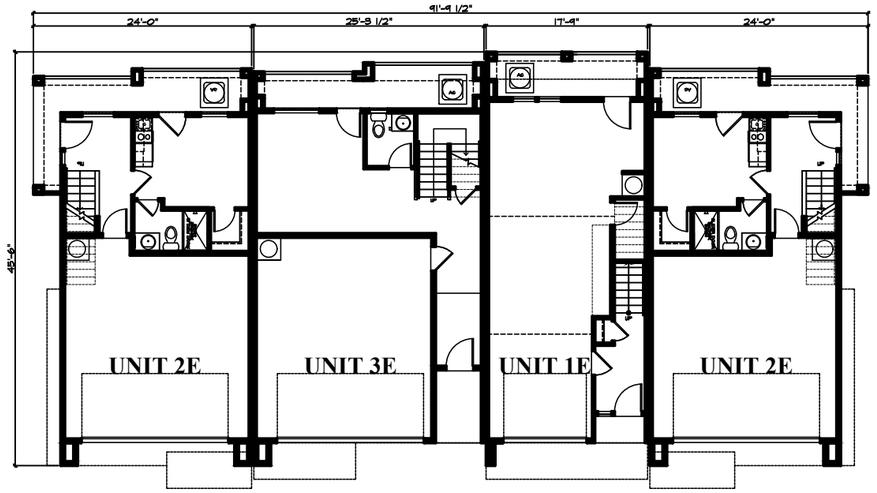
Discovery Builders Inc.

Date 12/01/23

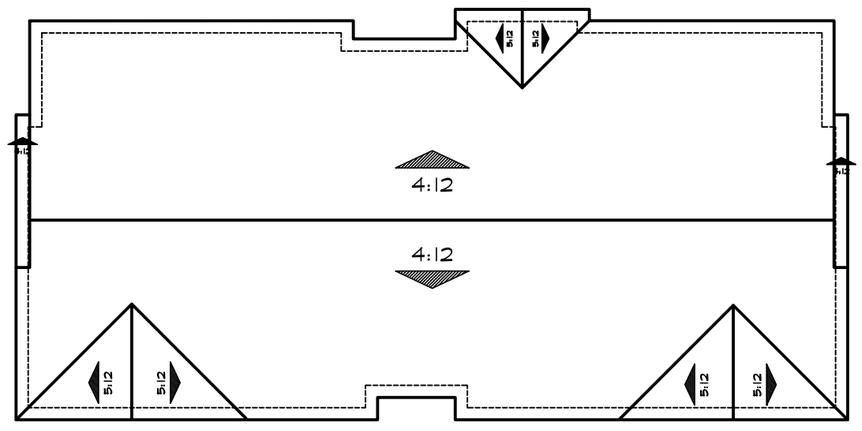
A16



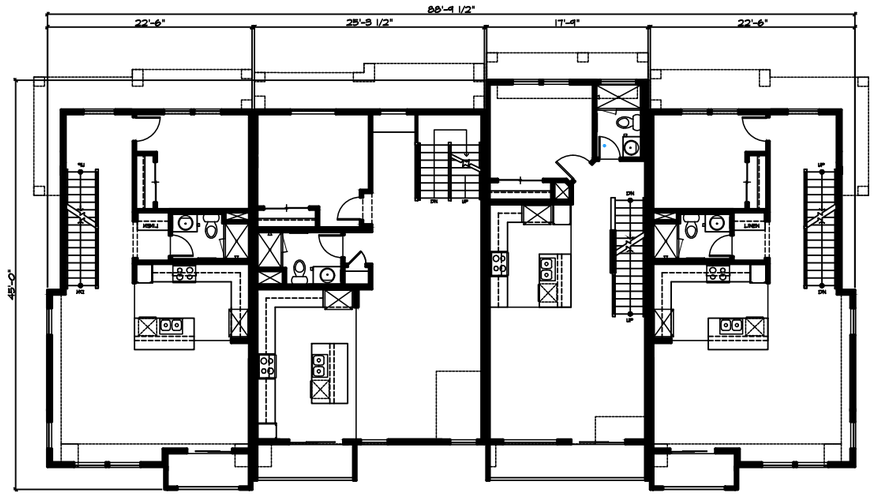
Third Floor Plan



First Floor Plan



Roof Plan



Second Floor Plan

BUILDING 5 - 4 UNITS

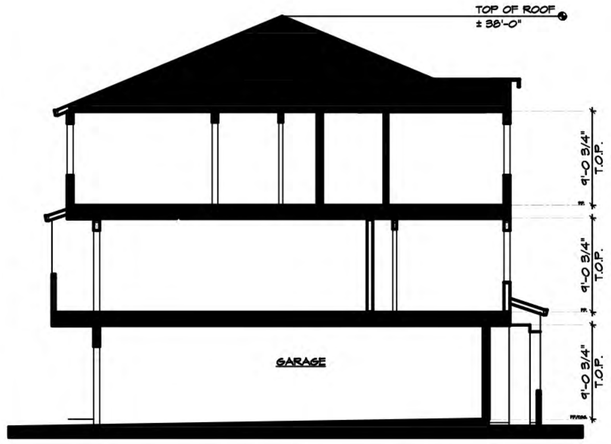
0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
Date 12/01/23

A17



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2E **Unit 1E** **Unit 3E** **Unit 2E**

Rear Elevation

BUILDING 5 - 4 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

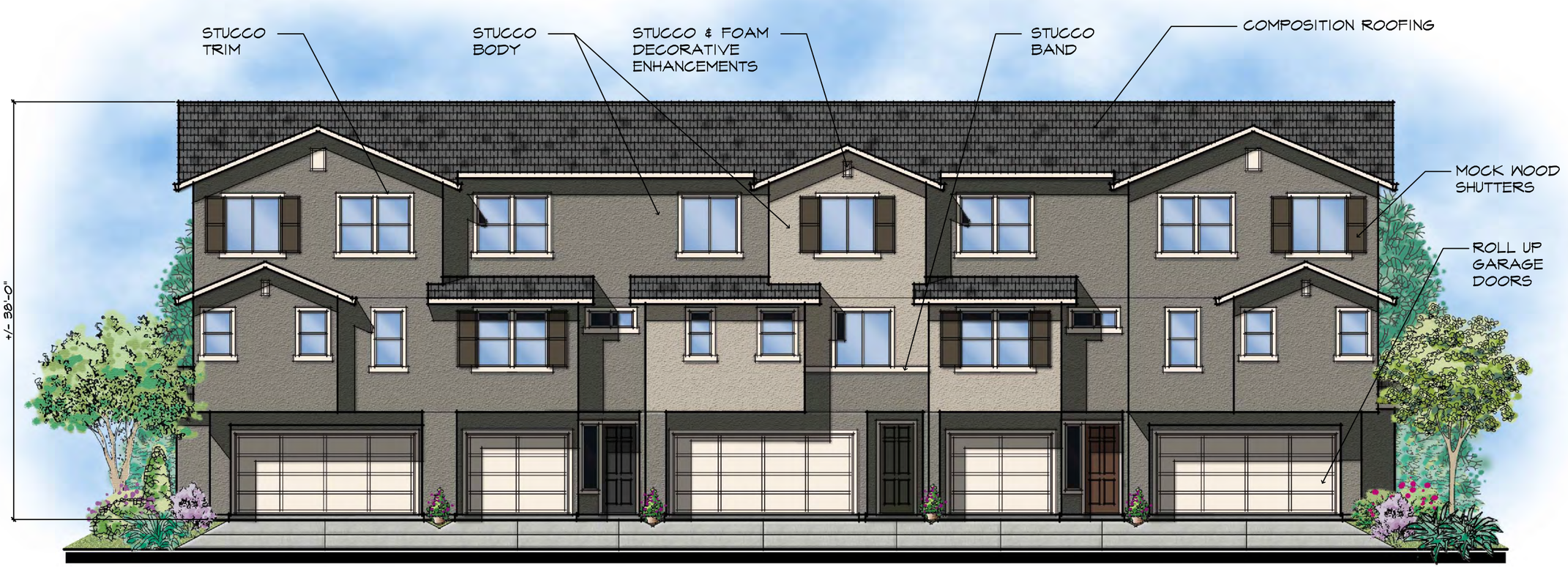
CONTRA COSTA COUNTY, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 12/01/23

A18



UNIT 2W | UNIT 1W | UNIT 3W | UNIT 1W | UNIT 2W

BUILDING 7 - 5 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

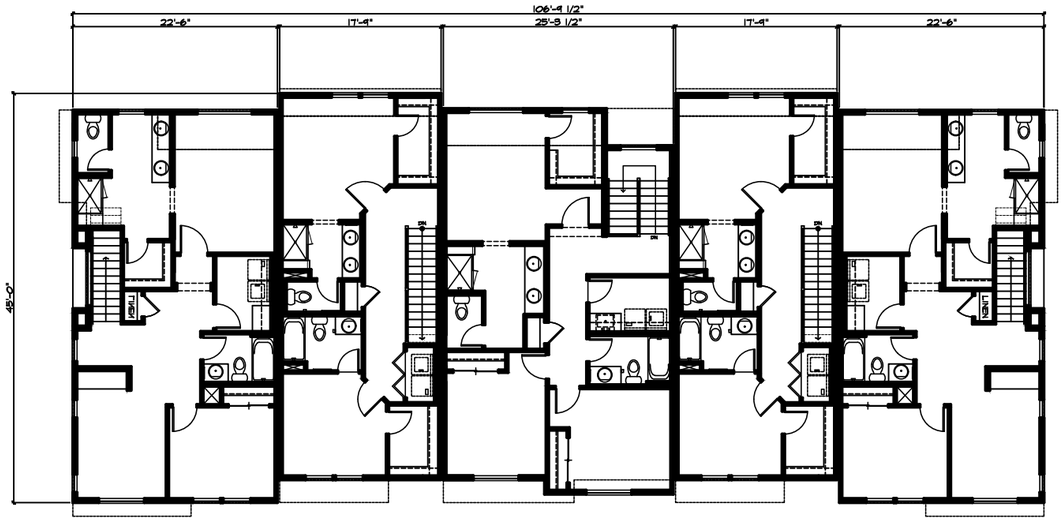
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

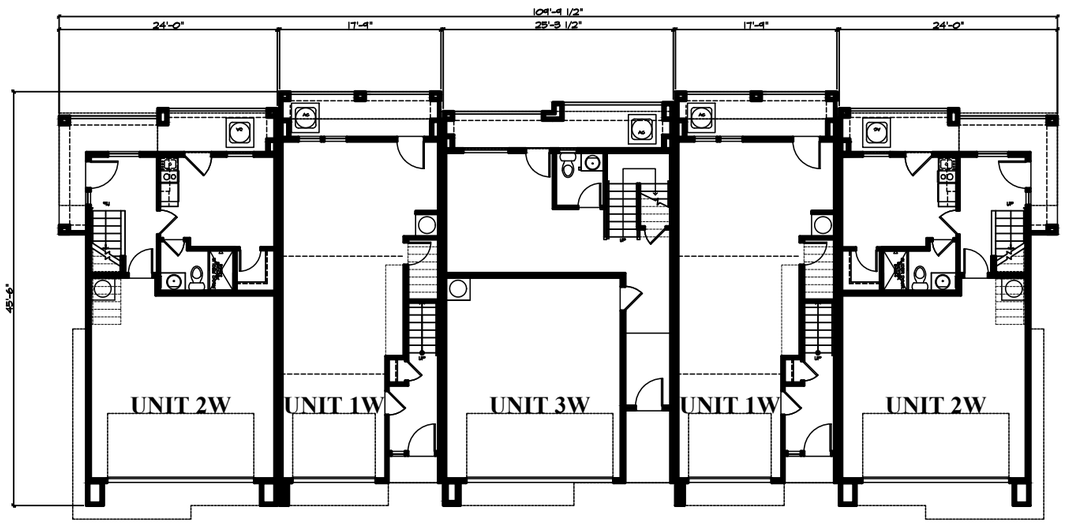
Discovery Builders Inc.

Date 12/01/23

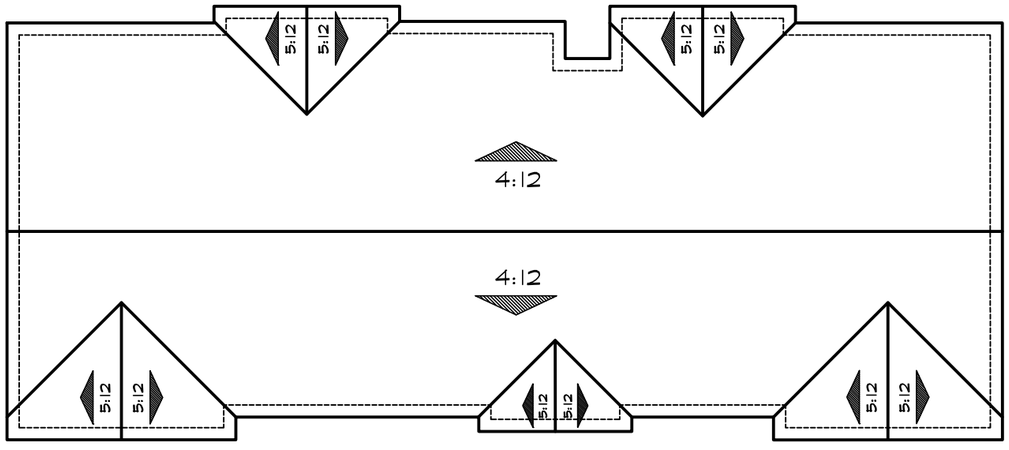
A19

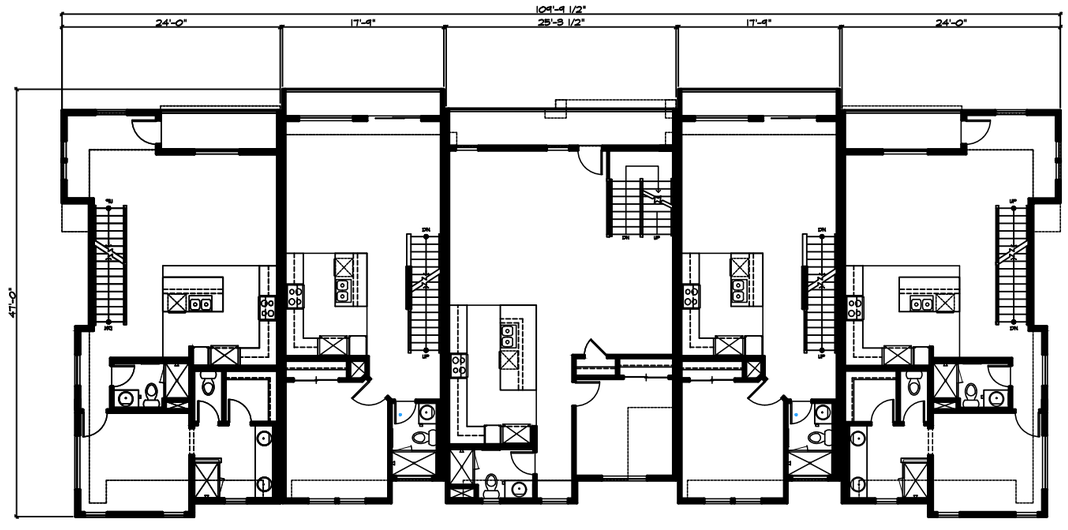


Second Floor Plan



First Floor Plan





Third Floor Plan

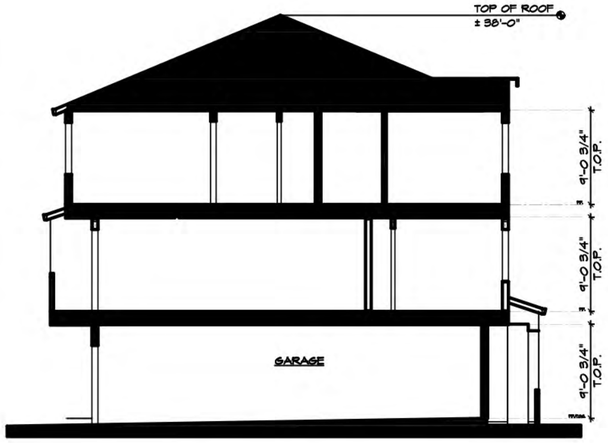
BUILDING 7 - 5 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A20



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2W **Unit 1W** **Unit 3W** **Unit 1W** **Unit 2W**

Rear Elevation

BUILDING 7 - 5 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

Discovery Builders Inc.

D a t e 12/01/23

A21



UNIT 2W | UNIT 1W | UNIT 3W | UNIT 3W | UNIT 1W | UNIT 2W

BUILDINGS 8, 9, 11, & 12 - 6 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

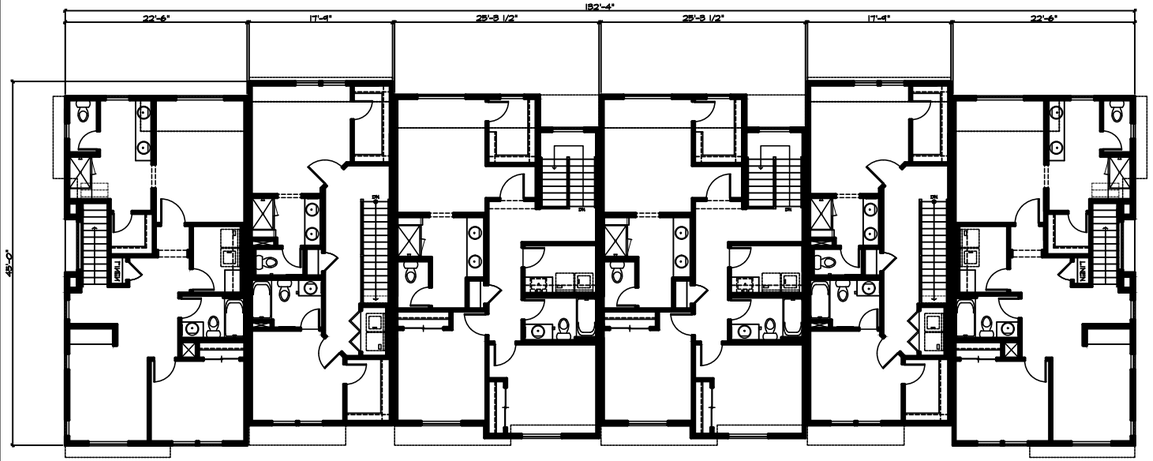
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

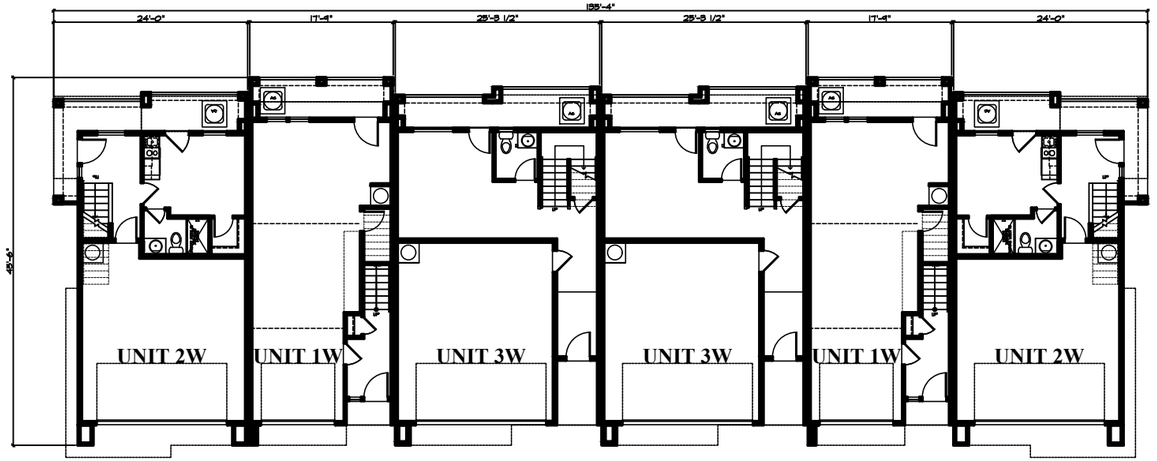
Discovery Builders Inc.

Date 12/01/23

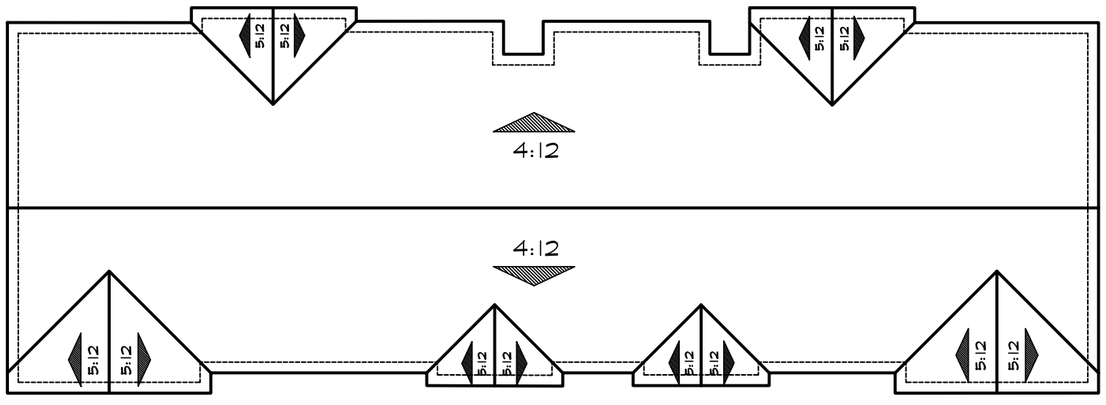
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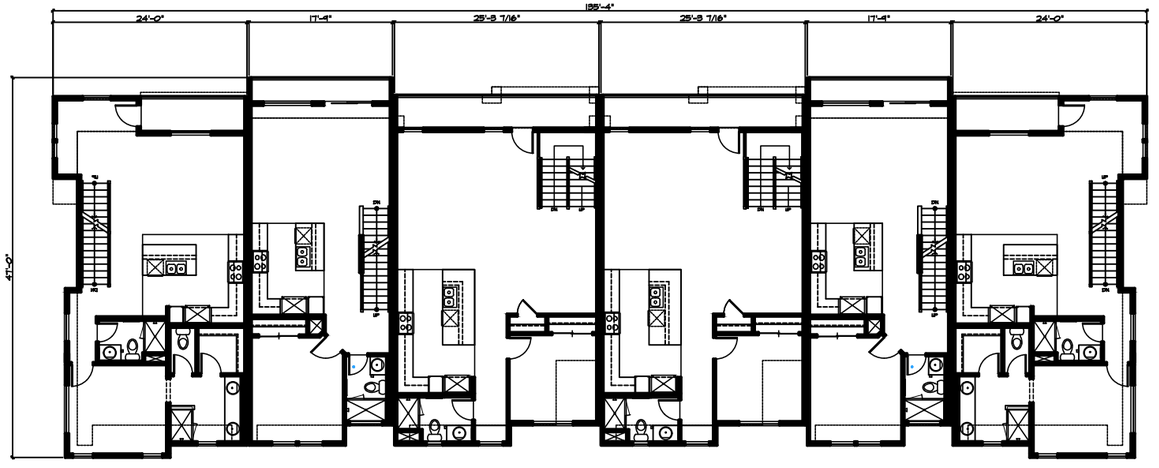
Third Floor Plan



First Floor Plan



Roof Plan



Second Floor Plan

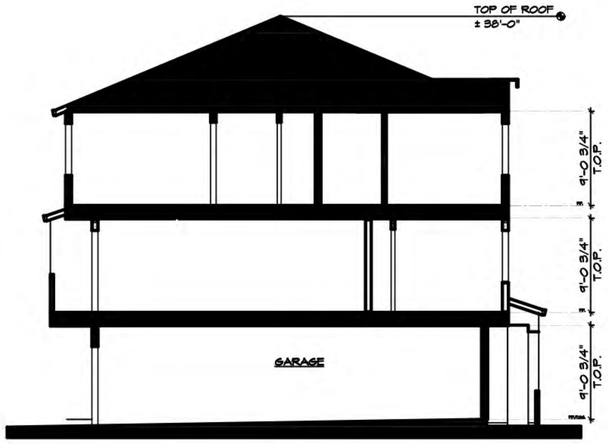
BUILDINGS 8, 9, 11, & 12 - 6 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A23



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2W Unit 1W Unit 3W Unit 3W Unit 1W Unit 2W

Rear Elevation

BUILDINGS 8, 9, 11, & 12 - 6 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

Discovery Builders Inc.

Date 12/01/23

A24



UNIT 2W | UNIT 3W | UNIT 1W | UNIT 3W | UNIT 2W

BUILDING 10 - 5 UNITS

0 2 4 6 8 16

Front Elevation

SEAL ISLAND ESTATES

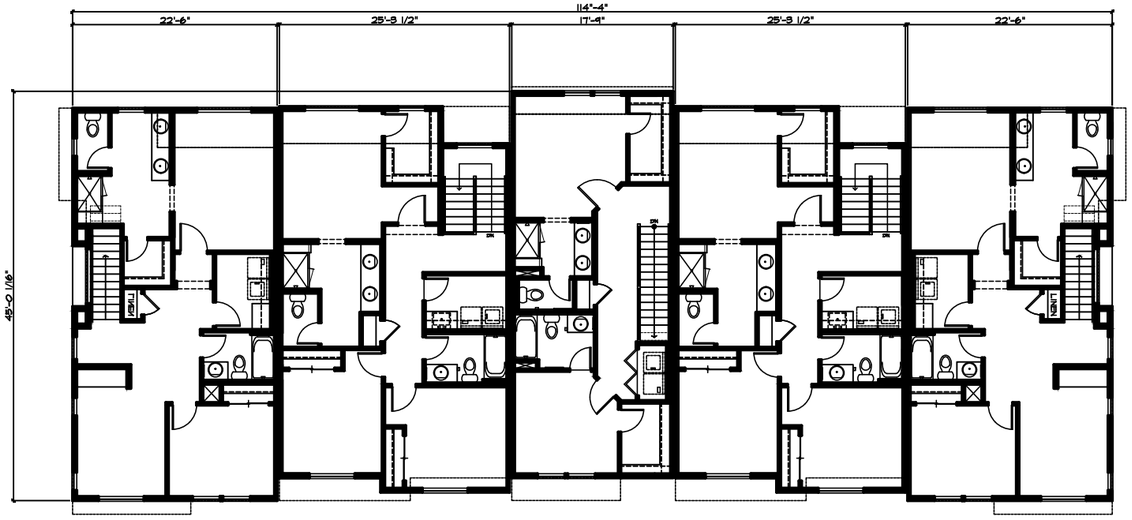
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

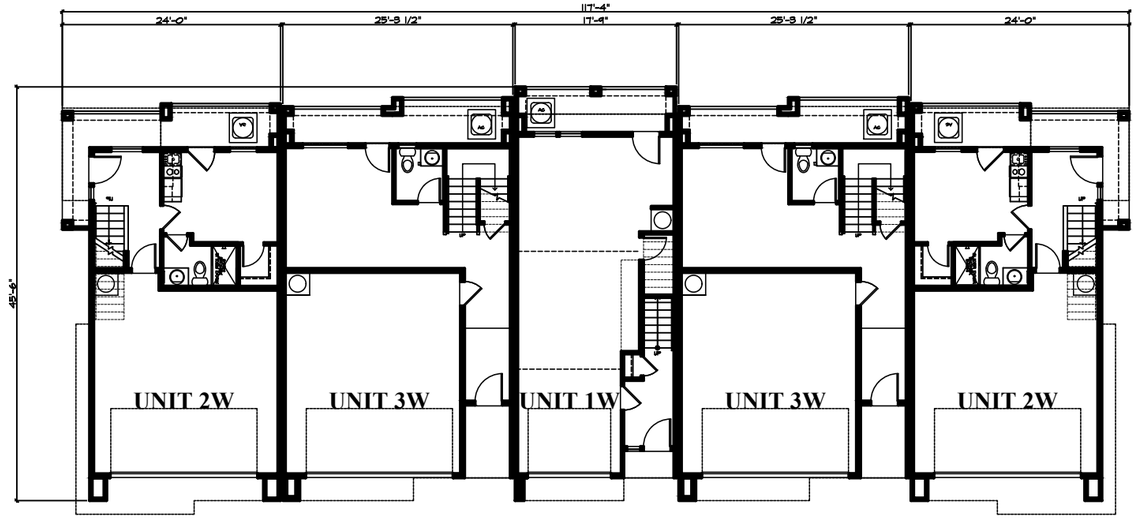
Discovery Builders Inc.

Date 12/01/23

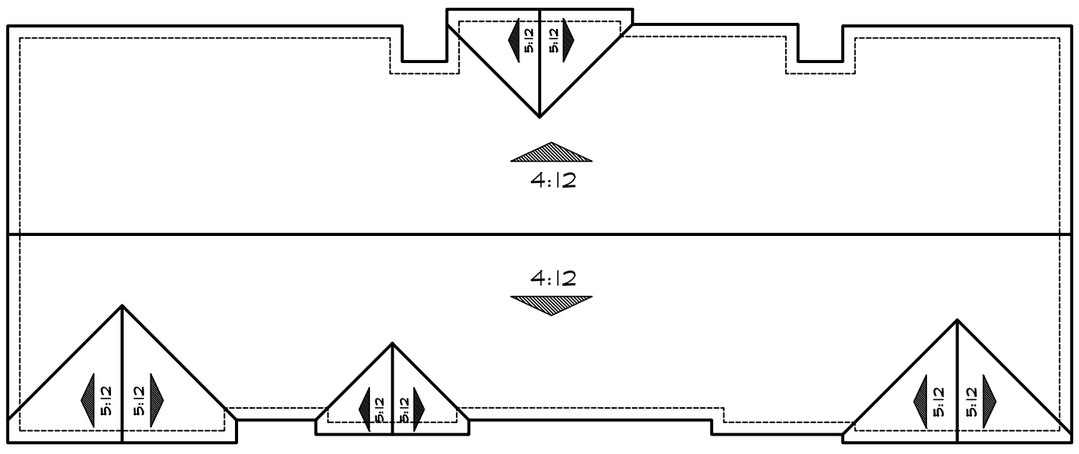
A25



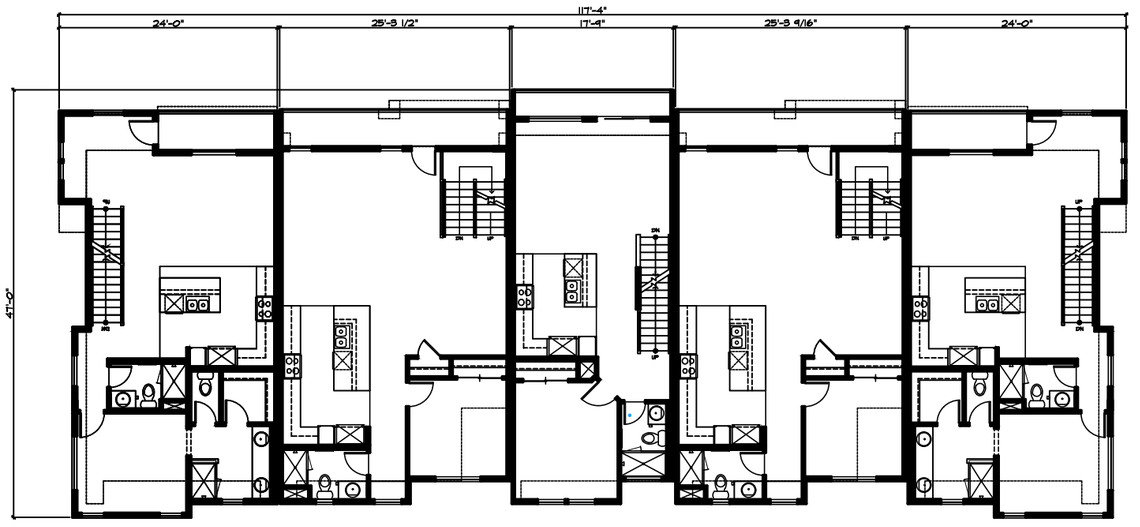
Third Floor Plan



First Floor Plan



Roof Plan



Second Floor Plan

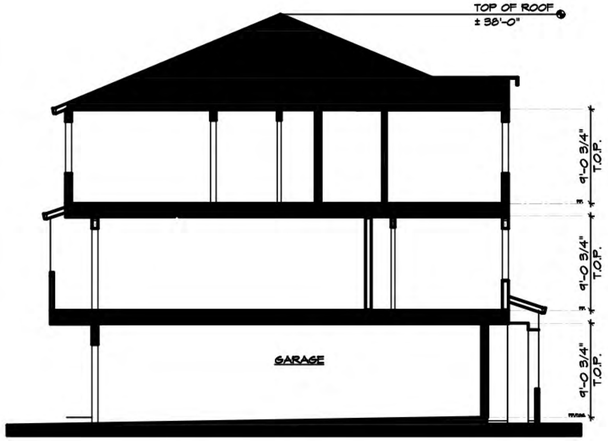
BUILDING 10 - 5 UNITS

0 2 4 6 8 16

Floor Plans
SEAL ISLAND ESTATES
CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
Date 12/01/23

A26



Typical Cross Section

0 2 4 6 8 16



Left Elevation



Right Elevation



Unit 2W **Unit 3W** **Unit 1W** **Unit 3W** **Unit 2W**

Rear Elevation

BUILDING 10 - 5 UNITS

0 2 4 6 8 16

Elevations

SEAL ISLAND ESTATES

CONTRA COSTA COUNTY, CA

DISCOVERY DESIGN GROUP

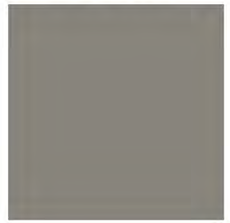
Discovery Builders Inc.

D a t e 12/01/23

A27

SUBDIVISION: SEAL ISLAND ESTATES

CONTRA COSTA COUNTY,CA

SCHEME	ROOFING	BODY 1	BODY 2	TRIM	ACCENT
SCHEME 1	WEATHERED WOOD 	KM4941 CITY DWELLER 	KM4945 SECRET PASSAGEWAY 	KM4786 FRESH LINEN	407 CARBON 
SCHEME 2	WEATHERED WOOD 	KM4943 SUBWAY 	KM4600 AFTERNOON TEA 	KMW29 KITTEN WHISKERS	KM493 ARROWHEAD 

FRONT DOOR A	FRONT DOOR B	FRONT DOOR C	FRONT DOOR D
407 CARBON 	KMA76 LOG CABIN 	KM5814-3 KING CREEK FALLS 	KM5751 COASTLINE TRAIL 

ROOFING: LANDMARK ROOFING-SOLARIS OR EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT

DISCOVERY DESIGN GROUP
Discovery Builders Inc.
REVISED: 12/01/23

A28

598

RECEIVED on 07/29/2025 CDGP25-00002
By Contra Costa County
Department of Conservation and Development

SYMBOL LEGEND

SYMBOL	DESCRIPTION
	ASPHALT PAVING
	CONCRETE PAVING
	DECORATIVE UNIT PAVERS, NON-PERMEABLE
	LANDSCAPING - SHRUBS & GROUNDCOVERS, SEE PLANT LIST
	LANDSCAPING - BIORETENTION BASIN, SEE PLANT LIST
	LANDSCAPING - HYDROSEED, SEE PLANT LIST
	3'H WOOD RAIL FENCE
	6'H WOOD PRIVACY FENCE
	6'H METAL PICKET FENCE
	RETAINING WALL, SEE PRELIMINARY GRADING AND DRAINAGE PLAN FOR HEIGHT

MWELO NOTE:

1. PROJECT SHALL MEET ALL STATE OF CALIFORNIA MWELO WATER USE RESTRICTIONS AND REGULATIONS. ALL NECESSARY CHARTS, CALCULATIONS, HYDROZONE INFORMATION AND WATER USE INFORMATION WILL BE PROVIDED DURING THE CONSTRUCTION DOCUMENT PHASE.

IRRIGATION NOTE:

1. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A FULLY AUTOMATED IRRIGATION SYSTEM WHICH WILL TAKE SITE ORIENTATION, LOCAL EVAPOTRANSPIRATION, PLANT WATER USE, AND WATER CONSERVATION INTO ACCOUNT. IRRIGATION SYSTEM WILL MEET ALL LOCAL WATER PURVEYOR CODES & REGULATIONS.

CONCEPT PLANT SCHEDULE

ACCENT TREE	ARCTOSTAPHYLOS MANZANITA 'DR. HURD' / DR. HURD COMMON MANZANITA ARBUTUS X, 'MARINA' / MARINA STRAWBERRY TREE LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' / NATCHEZ CRAPE MYRTLE	25
DECIDUOUS TREE	ACER NEGUNDO / BOX ELDER PISTACIA CHINENSIS / CHINESE PISTACHE ACER RUBRUM / RED MAPLE	17
SHADE TREE	QUERCUS AGRIFOLIA / COAST LIVE OAK QUERCUS LOBATA / VALLEY OAK	5



rrm design group

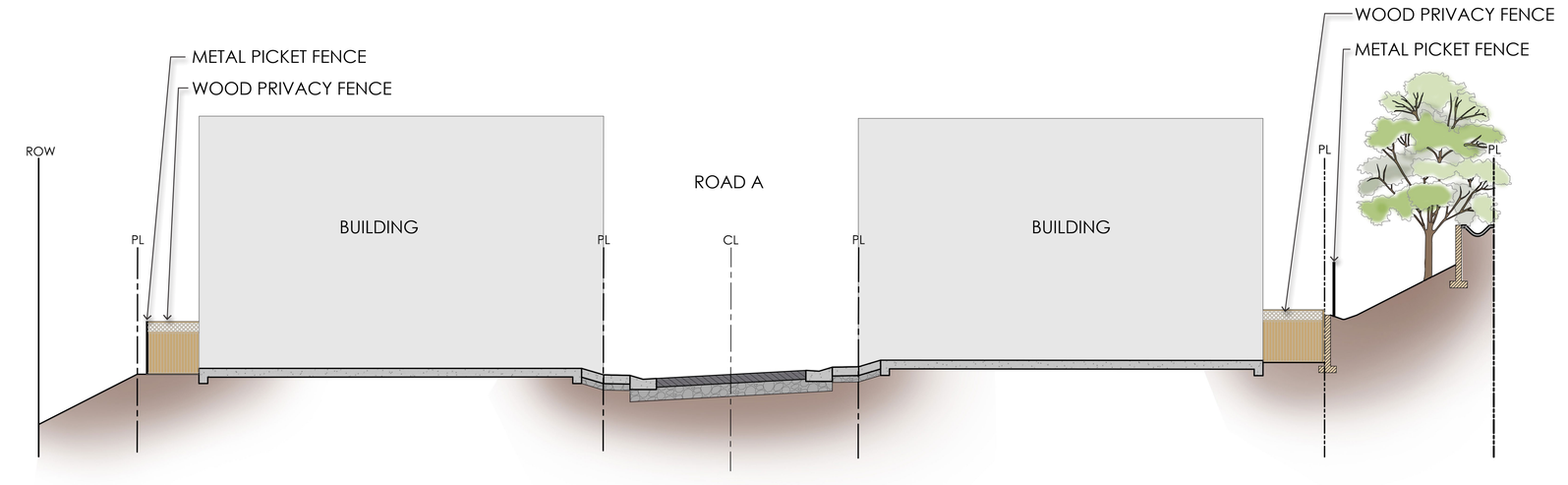
SEAL ISLAND SUBDIVISION

CENTRAL AVE, VINE HILL, CA 94553

CONCEPTUAL LANDSCAPE PLAN

3192-01-CU23 NOVEMBER 17, 2023

L1



1 SITE ELEVATION
1/8" = 1'-0"

rrm design group

SEAL ISLAND SUBDIVISION

CENTRAL AVE, VINE HILL, CA 94553

TYPICAL SITE ELEVATION

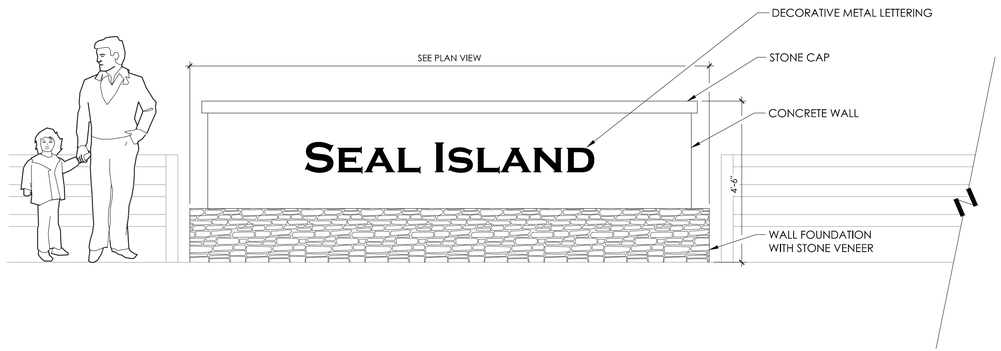
3192-01-CU23 NOVEMBER 17, 2023

L2





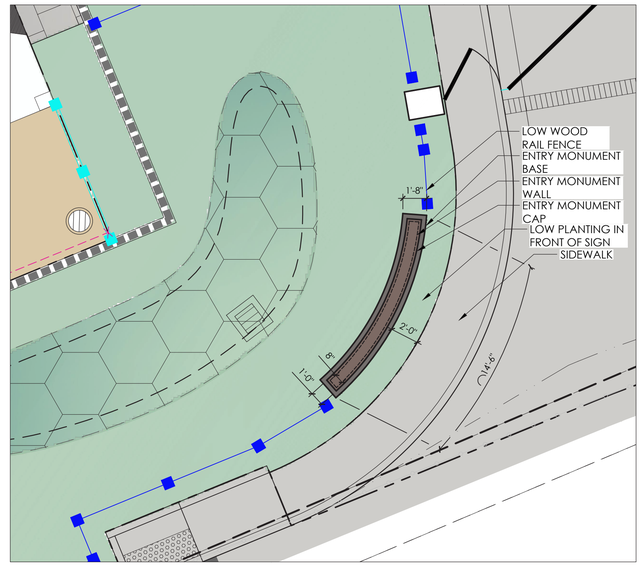
ENTRY MONUMENT CHARACTER IMAGES



1 ENTRY MONUMENT ELEVATION

1/2" = 1'-0"

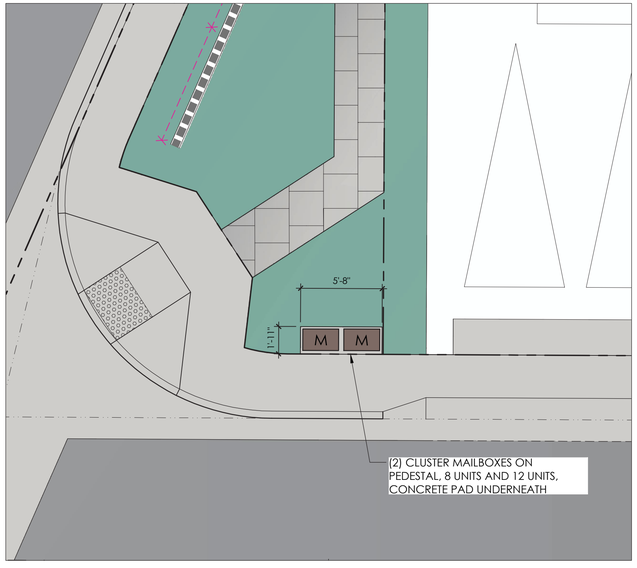
RRM-3000-3192.01-01



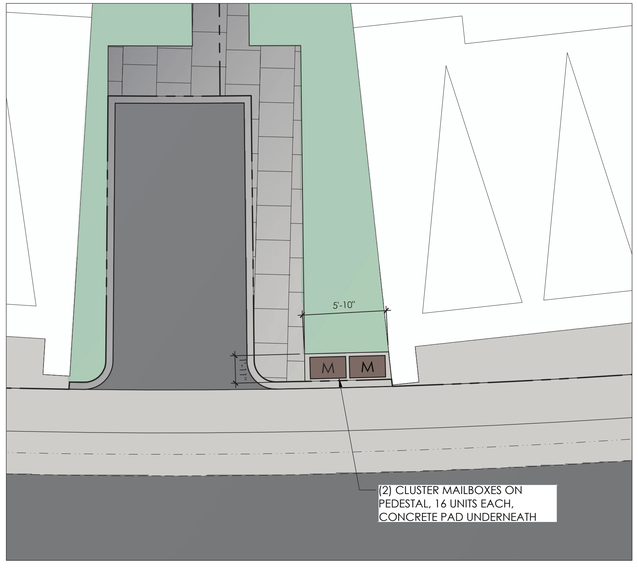
ENTRY MONUMENT - PLAN ENLARGEMENT (1:5 SCALE)



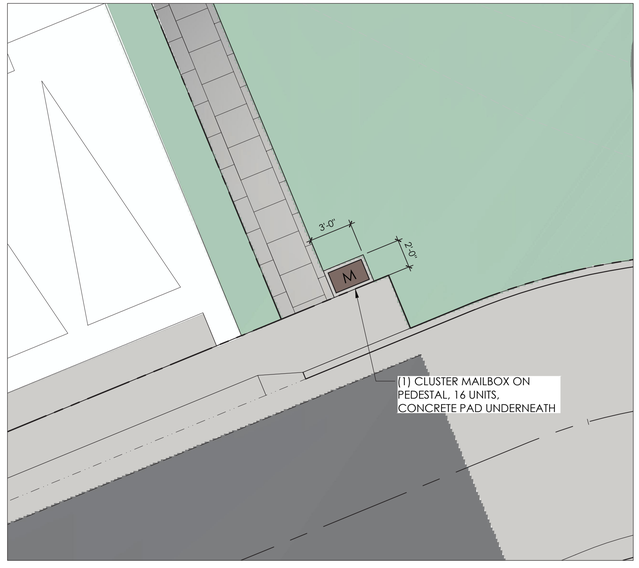
TYPICAL MAILBOX KIOSK



MAILBOX KIOSK - PLAN ENLARGEMENT A (1:5 SCALE)



MAILBOX KIOSK - PLAN ENLARGEMENT B (1:5 SCALE)



MAILBOX KIOSK - PLAN ENLARGEMENT C (1:5 SCALE)

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SEAL ISLAND SUBDIVISION

CENTRAL AVE, VINE HILL, CA 94553

MONUMENT AND MAILBOX KIOSK ENLARGEMENT

3192-01-CU23 NOVEMBER 17, 2023

L3



STREET LIGHTING (OPTIONAL)



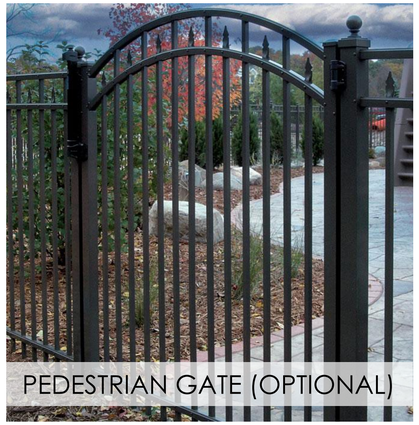
METAL PICKET FENCE



WOOD PRIVACY FENCE



LOW WOOD RAIL FENCE



PEDESTRIAN GATE (OPTIONAL)



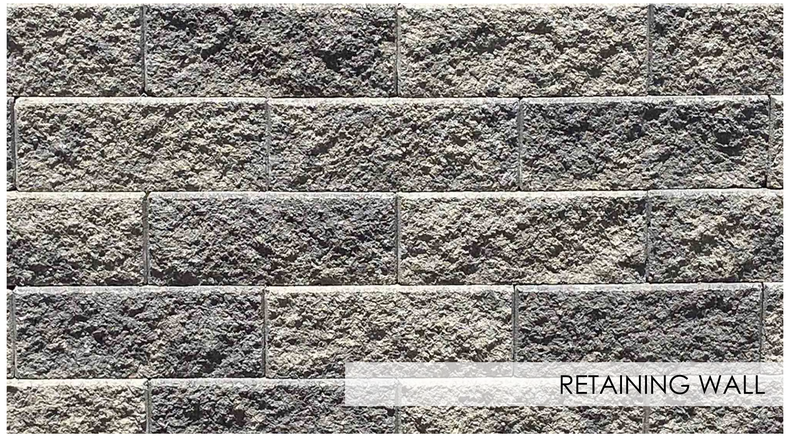
RETAINING WALL



DECORATIVE UNIT PAVERS, NON-PERMEABLE



VEHICULAR GATE (OPTIONAL)



RETAINING WALL



DECORATIVE UNIT PAVERS, NON-PERMEABLE

CONCEPT PLANT SCHEDULE

ACCENT TREE
ARCTOSTAPHYLOS MANZANITA 'DR. HURD' / DR. HURD COMMON MANZANITA
ARBUTUS X. 'MARINA' / MARINA STRAWBERRY TREE
LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' / NATCHEZ CRAPE MYRTLE

DECIDUOUS TREE
ACER NEGUNDO / BOX ELDER
PISTACIA CHINENSIS / CHINESE PISTACHE
ACER RUBRUM / RED MAPLE

SHADE TREE
QUERCUS AGRIFOLIA / COAST LIVE OAK
QUERCUS LOBATA / VALLEY OAK

SHRUB
SEDUM X 'AUTUMN FIRE' / AUTUMN FIRE SEDUM
PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRE' / BLUE SPIRE RUSSIAN SAGE
ANIGOZANTHOS FLAVIDUS 'BUSH GAMES' / BUSH DAWN KANGAROO PAW
ANIGOZANTHOS FLAVIDUS 'BUSH GOLD' / BUSH GOLD KANGAROO PAW
WESTRINGIA FRUTICOSA 'GREY BOX' / COAST ROSEMARY
WESTRINGIA FRUTICOSA / COAST ROSEMARY
MYRTUS COMMUNIS / COMMON MYRTLE
EUPHORBIA CHARACIAS 'DWARF' / DWARF DOME EUPHORBIA
EUPHORBIA CHARACIAS 'BRUCE'S DWARF' / DWARF EUPHORBIA
LAVANDULA ANGUSTIFOLIA / ENGLISH LAVENDER
ANIGOZANTHOS FLAVIDUS 'HARMONY' / HARMONY KANGAROO PAW
HEUCHERA MAXIMA / ISLAND ALUM ROOT
ALYOGYNE X 'LADY BARBARA ROSE' / LADY BARBARA ROSE BLUE HIBISCUS
CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN WEEPING BOTTLEBRUSH
ALOE VERA / MEDICINAL ALOE
FRANGULA CALIFORNICA 'MOUND SAN BRUNO' / MOUND SAN BRUNO COFFEEBERRY
ASPARAGUS DENSIFLORUS 'MYERS' / MYERS ASPARAGUS FERN
HEUCHERA 'PALACE PURPLE' / PALACE PURPLE CORAL BELLS
ROSA SPP. / ROSE

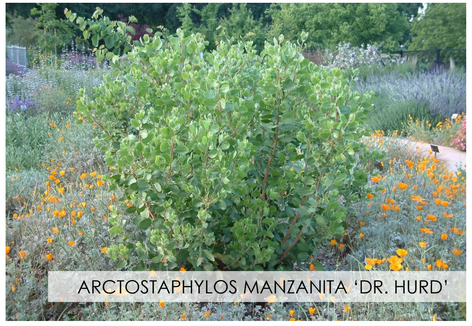
BIORETENTION
BOUTELOUA GRACILIS / BLUE GRAMA GRASS
ELYMUS GLAUCUS / BLUE WILDRYE
SISYRINCHIUM BELLUM / BLUE-EYED GRASS
ACER NEGUNDO / BOX ELDER
ERIOBOTRYA DEFLEXA / BRONZE LOQUAT
RUBUS URSINUS / CALIFORNIA BLACKBERRY
RHAMNUS CALIFORNICA / CALIFORNIA COFFEEBERRY
FESTUCA CALIFORNICA / CALIFORNIA FESCUE
CAREX PRAEGRACILIS / CALIFORNIA FIELD SEDGE
FREMONTODENDRON CALIFORNICUM / CALIFORNIA FLANNEL BUSH
EPILOBIUM CANUM / CALIFORNIA FUCHSIA
JUNCUS PATENS / CALIFORNIA GRAY RUSH
MAHONIA PINNATA / CALIFORNIA HOLLY GRAPE
ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY
ROSA CALIFORNICA / CALIFORNIA WILD ROSE
CEANOTHUS SPP. / CEANOTHUS
SALVIA CLEVELANDII / CLEVELAND SAGE
WESTRINGIA FRUTICOSA / COAST ROSEMARY
GARRYA ELLIPTICA / COAST SILKTASSEL
ARCTOSTAPHYLOS MANZANITA / COMMON MANZANITA
ACHILLEA MILLEFOLIUM / COMMON YARROW
BERBERIS REPENS / CREEPING MAHONIA
IRIS DOUGLASIANA / DOUGLAS IRIS
CERATOSTIGMA PLUMBAGINOIDES / DWARF PLUMBAGO
CAREX DIVULSA / EUROPEAN GREY SEDGE
NANDINA DOMESTICA / HEAVENLY BAMBOO
LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE' / HIDCOTE BLUE ENGLISH LAVENDER
PRUNUS ILICIFOLIA / HOLLYLEAF CHERRY
ARCTOSTAPHYLOS DENSIFLORA 'HOWARD MCMINN' / HOWARD MCMINN VINE HILL MANZANITA
FESTUCA IDAHOENSIS / IDAHO FESCUE
ARCTOSTAPHYLOS UVA-URSI / KINNIKINNICK
LAVANDULA SPP. / LAVENDER
RHUS INTEGRIFOLIA / LEMONADE BERRY
LUPINUS BICOLOR / MINIATURE LUPINE
FRAXINUS ANGUSTIFOLIA / NARROW-LEAVED ASH
DESCHAMPSIA CESPITOSA 'NORTHERN LIGHTS' / NORTHERN LIGHTS TUFTED HAIR GRASS
VERBENA TENUISECTA / ROCK VERBENA
LAURUS X 'SARATOGA' / SARATOGA HYBRID LAUREL
MIMULUS CARDINALIS / SCARLET MONKEYFLOWER
STACHYS BYZANTINA 'SILVER CARPET' / SILVER CARPET LAMB'S EARS
COTINUS COGGYGRIA / SMOKE TREE
MIMULUS AURANTIACUS / STICKY MONKEYFLOWER
ARBUTUS UNEDO / STRAWBERRY TREE SHRUB
ERIOGONUM UMBELLATUM / SULFURFLOWER BUCKWHEAT
HETEROMELES ARBUTIFOLIA / TOYON
DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
CERCIS OCCIDENTALIS / WESTERN REDBUD MULTI-TRUNK
LEYMUS TRITICOIDES / WILD RYE
ACHILLEA TOMENTOSA / WOOLLY YARROW
GREVILLEA LANIGERA / WOOLY GREVILLEA

WILDFLOWER HYDROSEED
CALIFORNIA NATIVE WILDFLOWER SEED MIX AND ORGANIC STABILIZERS

GROUNDCOVER
SEDUM ACRE / GOLDMOSS STONECROP
LIPPIA NODIFLORA / LIPPIA
CISTUS SALVIIFOLIUS 'PROSTRATUS' / SAGELEAF ROCKROSE
ERIGERON KARVINSKIANUS / SANTA BARBARA DAISY
DYMONDIA MARGARETAE / SILVER CARPET DYMONDIA
STACHYS BYZANTINA 'SILVER CARPET' / SILVER CARPET LAMB'S EARS
GAZANIA 'YELLOW' TRAILING / TRAILING YELLOW GAZANIA

TREES


ARBUTUS X 'MARINA'


ARCTOSTAPHYLOS MANZANITA 'DR. HURD'


LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'


ACER NEGUNDO


ACER RUBRUM


PISTACIA CHINENSIS


QUERCUS AGRIFOLIA


QUERCUS LOBATA

SHRUBS





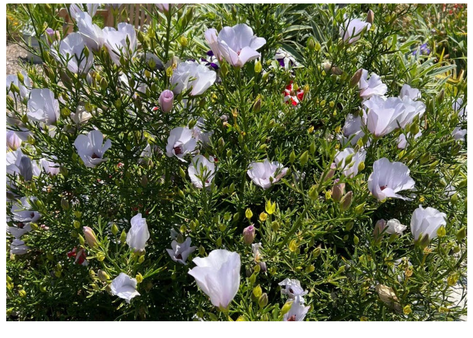












rrm design group

SEAL ISLAND SUBDIVISION

CENTRAL AVE, VINE HILL, CA 94553

PLANTING CONCEPT

3192-01-CU23 NOVEMBER 17, 2023

L5

SHRUBS













BIORETENTION







BIORETENTION























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SEAL ISLAND SUBDIVISION

CENTRAL AVE, VINE HILL, CA 94553

PLANTING CONCEPT

3192-01-CU23 NOVEMBER 17, 2023

L7

BIORETENTION























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CENTRAL AVE, VINE HILL, CA 94553

PLANTING CONCEPT

3192-01-CU23 NOVEMBER 17, 2023

L8

BIORETENTION







GROUNDCOVERS









1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4106 **Agenda Date:** 10/7/2025 **Agenda #:** C.43.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Allocation of Livable Communities Trust Funds to the Public Works Department (District II portion) for Rapid Rectangular Flashing Beacon Pedestrian Signage at the Iron Horse Crossing on La Serena Avenue in Alamo

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE an allocation of $30,000 from the Livable Communities Trust to the Public Works Department for Rapid Rectangular Flashing Beacon pedestrian signage at the Iron Horse Trail Crossing on La Serena Avenue in Alamo, as recommended by Supervisor Andersen.

FISCAL IMPACT:
No General Fund Impact. The proposed action allocates $30,000 from the District II portion of Livable Communities Trust Fund (Fund). The current balance in the District II portion of the Fund is $1,503,888.92 (this total does not reflect the proposed $30,000 allocation).

BACKGROUND:
The Livable Communities Trust Fund is a Special Revenue Mitigation Fund that was established by the Board of Supervisors on November 15, 2005, following the approval of the Camino Tassajara Combined General Plan Amendment Project, also known as the Alamo Creek and Intervening Property residential projects, and was required as a condition of approval. The Fund was established to implement the County's Smart Growth Action Plan. The residential developers pay an $8,000 per unit fee (excluding the affordable housing portions of the projects) into the Fund. The Department of Conservation and Development administers the Fund. On December 3, 2013, the Board of Supervisors determined that revenue from the Fund should be spent equally among supervisorial districts. At complete build-out, deposits to the Fund will total $8,448,000. As of September 22, 2025, the account has collected $8,376,000 in revenue fees, and $1,693,310 in accrued interest with $3,505,811 remaining in uncommitted funds. The approved expenditures to date are attached.

The County Public Works Department intends to construct Rapid Rectangular Flashing Beacon's (RRFB's), to enhance the Iron Horse Trail Crossing on La Serena Avenue in Alamo. This location presents a unique opportunity for enhanced pedestrian safety measures. The trail crossing lies approximately 100 feet from Danville Boulevard, a busy thoroughfare that sees significant vehicular traffic. The Iron Horse Trail itself is heavily used by pedestrians and cyclists of all ages, including children from the nearby Rancho Romero Elementary School. The proposed Rapid Rectangular Flashing Beacons, equipped with passive detection technology, will provide advance warning to motorists approaching the crossing. This proactive system should alert motorists of pedestrian crossings and improve response time, creating a safer environment for trail users.

This infrastructure not only supports the safety of the community but also aligns with broader goals of promoting walkability, sustainable transportation, and public health.

The District II Supervisor supports allocating $30,000 of District II's portion of the Fund towards this project. The labor is expected to be completed by County Public Works staff. The project supports goal five of the Smart Growth Action Plan to help fund transit and transportation improvements which foster smart growth principles.

CONSEQUENCE OF NEGATIVE ACTION:
Not applicable.

Liveable Communities Trust Fund
List of Projects

Project No.	Board Date	Grant Recipient	Project	Smart Growth Action Plan Goal	District I	District II	District III	District IV	District V	Total Expenditures	Remaining Balance	Rate of Expenditure
					$ 1,834,549	$ 489,973	$ 450,000	$ 1,753,977	$ 1,815,000	$ 3,746,032.47	$ 2,597,466.17	59%
2025-02	10/7/2025	PWD	La Serena/Iron Horse Crosswalk Beacon	Fund transit & transportation imp.	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000.00	0%
2025-01	4/1/2025	Town of Moraga	Crosswalk Enhancement Projec	Fund transit & transportation imp.	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000.00	$ -	100%
2024-15	12/17/2025	STS Academy	Afterschool Tutorial	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-14	12/17/2025	Open Opportunities Inc.	Trades and Job Training for Carre Readiness	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 21,751.28	$ 78,248.72	21.75%
2024-13	11/5/2024	Martinez Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-12	11/5/2024	John Swett Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-11	11/5/2024	Pittsburg Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-10	11/5/2024	Antioch Unified School District	Antioch High School - Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-09	11/5/2024	Pittsburg High School	Marching Band Equipment & Uniforms	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-08	11/5/2024	Pittsburg Youth Development Center, Inc.	Outreach Development & Recreational Activities	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 37,210.95	$ 62,789.05	37.21%
2024-07	11/5/2024	Meals on Wheels Diablo Region	Meals on Wheels	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%

Liveable Communities Trust Fund
List of Projects

2024-06	11/5/2024	Food Bank of Contra Costa & Solano	Collaborative Food Distribution Program	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-05	11/5/2024	Los Medanos College Foundation	Community Facility Fees Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-04	11/5/2024	Los Medanos College Foundation	Veterans Student Support Services	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-03	11/5/2024	Los Medanos College Foundation	LMC Child Development Center/Adult Learner Asst.	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-02	11/5/2024	Los Medanos College Foundation	Technology Upgrades, Classroom & Laboratory Imp.	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ 200,000	0%
2024-01	8/6/2024	PWD	Montalvin Manor Park	Innovative land use planning for mixed use projects	$ 68,000	$ -	$ -	$ -	$ -	$ -	$ 68,000	0%
2023-04	11/28/2023	PWD	SRV - Street Smarts 7/1/23-6/30/25	Fund transit & transportation imp.	$ -	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000	0%
2023-03	10/3/2023	PWD	La Serena Ave Intersection Study	Fund transit & transportation imp.	$ -	$ 5,515	$ -	$ -	$ -	$ 5,498.14	$ 16.86	99.69%
2023-02	6/27/2023	Danville Area Chamber of Commerce	Women's Enterprise Initiative	Economic revitalization in urban infill communities	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2023-01	2/7/2023	YES Nature to Neighborhoods	YES Nature to Neighborhoods Non-Construction Design	Economic revitalization in urban infill communities	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000	$ -	100%
2022-13	11/1/2022	CCTA	Northern Waterfront Ferry	Fund transit & transportation imp.	$ -	$ -	$ -	$ -	$ 40,000	$ 40,000	$ -	100%
2022-12	10/11/2022	PWD	Pedestrian Signage - Blackhawk Rd	Fund transit & transportation imp.	$ -	$ 6,000	$ -	$ -	$ -	$ 6,000	$ -	100%
2022-10	10/4/2022	Choice in Aging	Aging in Place Campus	Construct or renovate affordable housing	$ -	$ -	$ -	$ 490,590	$ -	$ 302,514.46	$ 188,075.54	62%

Liveable Communities Trust Fund
List of Projects

2022-09	9/20/2022	Monument Crisis Center	Family Resource Center	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 150,000	$ 100,000	60%
2022-08	6/21/2022	City of Orinda	Orinda Park Master Plan - Conceptual Design Update	Innovative land use planning for mixed use projects	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	0%
2022-07	6/21/2022	The Lafayette Park Trust	Lafayette Theater Project	Innovative land use planning for mixed use projects	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000	$ -	100%
2022-06	6/21/2022	Moraga Community Foundation	Moraga Commons Enhancement	Economic revitalization in urban infill communities	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000	$ -	100%
2022-05	5/10/2022	PWD	SRV Street Smarts - 2022/23	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2022-04	5/10/2022	PWD	SRV Street Smarts - 2021/22	Economic revitalization in urban infill communities	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2022-03	5/10/2022	Clayton Community Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 50,000	$ 200,000	20%
2022-02	5/10/2022	Walnut Creek Library Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 100,000	$ 150,000	40%
2022-01	5/10/2022	Pleasant Hill Library Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -	100%
2020-02	12/15/2020	PWD	SRV Street Smarts - 2020/21	Fund transit & transportation imp.	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2020-01	9/22/2020	Community HSG Dev. Corp. NR	Heritage Point Commercial	Economic revitalization in urban infill communities	$ 505,336	$ -	$ -	$ -	$ -	$ -	$ 505,336	0%

Liveable Communities Trust Fund
List of Projects

2019-08	10/22/2019	PWD	SRV Street Smarts - 2019/20	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2019-07	7/30/2019	DCD	District V Code Enforcement	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	$ -	100%
2019-06	7/30/2019	PWD	PWD - Beautification Bay Point	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000	$ -	100%
2019-05	7/30/2019	Sheriff's Office	Bay Point Resident Deputy Program	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 200,000	$ 200,000	$ -	100%
2019-04	6/18/2019	Innovation Tri Valley	2040 Tri Valley Vision Plan Investment	Innovative land use planning for mixed use	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2019-03	3/26/2019	RYSE Center	RYSE Center Capital Expansion	Economic revitalization in urban infill communities	$ 51,174	$ -	$ -	$ -	$ -	$ 51,174	$ -	100%
2019-02	3/26/2019	PWD	RYSE Acq. - Phase 2	Economic revitalization in urban infill communities	$ 42,500		$ -	$ -	$ -	$ 42,500	$ -	100%
2019-01	1/15/2019	PWD	Friends of the El Sobrante Library	Economic revitalization in urban infill communities	$ 15,045	$ -	$ -	$ -	$ -	$ 15,045	$ -	100%
2018-07	12/18/2018	Choice in Aging	Infrastructure Workforce Development	Clean up land for redevelopment/Create jobs near housing	$ -	$ -	$ -	$ 13,200	$ -	$ 13,200	$ -	100%
2018-06	12/4/2018	PWD	SRV Street Smarts - 2018/19	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2018-05	6/12/2018	PWD	RYSE Acq. - Phase 1	Economic revitalization in urban infill communities	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	$ -	100%
2018-04	3/27/2018	Innovation Tri Valley	Tri Valley Rising Report	Innovative land use planning for mixed use	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2018-03	3/27/2018	PWD	Newell Avenue Pathway	Fund transit & transportation imp.	$ -	$ 75,000	$ -	$ -	$ -	$ 75,000	$ -	100%
2018-02	2/27/2018	H3	Contra Costa Housing Security Fund	Construct or renovate affordable housing	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%

Liveable Communities Trust Fund
List of Projects

2018-01	1/16/2018	PWD	SRV Street Smarts - 2017/18	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2017-03	9/19/2017	Garden Park Apartments Community	Garden Park Apartments	Construct or renovate affordable housing	$ -	$ -	$ -	$ 125,000	$ -	$ 125,000	$ -	100%
2017-02	3/14/2017	Mobility Matters	Rides for Veterans	Fund transit & transportation imp.	$ -	$ 33,458	$ -	$ 50,187	$ -	$ 83,645	$ -	100%
2017-01	3/7/2017	Aglantis	Agra Tech Solar Light Greenhouse	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 25,000	$ 25,000	$ 50,000	$ -	100%
2016-03	12/20/2016	DCD	Agriculture Policy Study	Innovative land use planning for mixed use	$ -	$ -	$ 150,000	$ -	$ -	$ 150,000	$ -	100%
2016-02	12/20/2016	DCD	Marsh Creek Trail	Fund transit & transportation imp.	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000	$ -	100%
2016-01	6/14/2016	CHDC	Heritage Point Apartments	Construct or renovate affordable housing	$ 927,494	$ -	$ -	$ -	$ -	$ 927,494	$ -	100%
2013-01	10/22/2013	DCD	Northern Waterfront	Economic revitalization in urban infill communities	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 250,000	$ -	100%
					$ 1,834,549	**$ 489,973**	**$ 450,000**	**$ 1,753,977**	**$ 1,815,000**	**$ 3,746,032.47**	**$ 2,597,466.17**	**59%**

1025 ESCOBAR STREET
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CONTRA COSTA COUNTY

Staff Report

File #: 25-4107 **Agenda Date:** 10/7/2025 **Agenda #:** C.44.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Active Technical Transportation Assistance for Rodeo Hills School Safety Study

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Conservation and Development Director or designee to execute an Active Transportation Technical Assistance agreement with the Rails to Trails Conservancy for the County to receive technical assistance to further develop bicycle, pedestrian and related improvements along Garretson Avenue near Rodeo Hills Elementary School in Rodeo for a period of 8 months that will conclude not later than December 31, 2026.

FISCAL IMPACT:

100% CalSPAN program funds. This technical assistance is provided through funding from the California Department of Public Health's CalSPAN (California State Physical Activity and Nutrition) program, which is part of a federal grant from the Centers for Disease Control ("CDC").

BACKGROUND:

February 2025, the West Contra Costa Transportation Commission ("WCCTC") presented their member agencies the opportunity to submit projects for the Rails to Trails CalSPAN Active Transportation Technical Assistance ("TA") program. Per WCCTC staff, the program does not provide direct funds to local jurisdictions, but technical assistance can be used to develop or implement a wide variety of active transportation programs including: policy development, program development, demonstration projects, pop ups, and other projects aimed at connecting pedestrian, bicycle, and/or transit routes to everyday destinations. Projects need to be in, or focused on, disadvantaged communities (defined based on Cal Enviro Screen 4.0, California Healthy Places index, or County Median Household Income). The TA program is fully administered by the Rails to Trails Conservancy.

In response, County staff recommended a project at Rodeo Hills Elementary School from the County Active Transportation Plan or "ATP" (adopted March 2022). The ATP and the County's 2045 General Plan share the goal of supporting people who walk, bike, roll, or use mobility devices by creating safe, equitable, connected, and comfortable facilities for all ages and abilities (aka "complete streets"). This is accomplished through intentional planning for active transportation, interagency coordination, prioritization of capital improvement funds, supporting innovative projects, and improving public facilities to accommodate active transportation.

The TA program, through its technical analysis and design support, would advance the proposed project toward implementation consistent with the ATP and the County's 2045 General Plan. The TA scope of work also includes a task for engagement with the local and school community. The proposed project is defined as follows:

- Project ID 42 (Garretson Ave/Rodeo): Study school access. Potential to convert parking to angled on one side only with a shared use path. Project assumes significant reconfiguration and some sidewalk construction to address school access and safety.

In March 2025, the Rails to Trails Conservancy notified County staff that the Rodeo Hills Elementary School ATP project, ID 42, was selected. In August 2025, Rails to Trails Conservancy staff sent County staff an Active Transportation Technical Assistance agreement (Exhibit A) for the County's signature and a proposed scope of work (Exhibit B).

Staff recommends the Board authorize the Conservation and Development Director to execute an agreement with the Rails to Trails Conservancy to enable the Conservancy provide technical assistance to the County to further develop the complete streets improvements along Garretson Avenue near Rodeo Hills Elementary School, based on the County's adopted Active Transportation Plan.

The TA process was originally set to commence September 2025 and end May 2026 (8 months). County staff will work with Rails to Trails Conservancy staff to modify the project timeline to make it current, however the overall duration of the effort would not change.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the County will not participate in the Rails to Trails Active Transportation Technical Assistance program which would allow for further development of ATP projects near Rodeo Hills Elementary School.

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Letter of Agreement between
Rails to Trails Conservancy, CivicWell, and Contra Costa County

Date: September 10, 2025

To: Contra Costa County

From: Iman Sylvain, Rails to Trails Conservancy

Copy: Josh Meyer, CivicWell

Re: Active Transportation Technical Assistance for Garretson Ave. School Access Study

Background
This Letter of Agreement ("LOA") is entered into by and among Rails to Trails Conservancy, a District of Columbia non-profit corporation, CivicWell, a California non-profit public benefit corporation, (collectively, the "TA Team") and Contra Costa County, a political subdivision of the State of California ("County") as of the date written above.

The TA Team will provide the County technical assistance to support the delivery of projects, policies, or programs that increase physical activity in disadvantaged communities via investments in active transportation, specifically the project more particularly described herein. This assistance is made possible through funding from the California Department of Public Health's CalSPAN (California State Physical Activity and Nutrition) program, which is part of a federal grant from the Centers for Disease Control (CDC). The goal of this program is to fund strategies that support safe and accessible physical activity by providing training and technical assistance to local jurisdictions implementing active transportation activities. These activities may include demonstration projects or implementing policies that connect pedestrians, bicyclists, or transit riders to routine destinations like homes, schools, parks, worksites, healthcare, food, or retail.

Overview of Services
The TA Team's assistance will focus on increasing pedestrian safety, easing pick-up and drop-off congestion, and/or other safe routes improvements along Garretson Avenue to Rodeo Hills Elementary School, in the unincorporated community of Rodeo (the "Project"). The scope and timeline of the TA Team's assistance are summarized below and described in greater detail in the attached Scope of Work (Appendix I). The TA Team shall complete all activities and deliverables described in this LOA by May 31, 2026, according to the following anticipated timeline:

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- Site evaluation and project refinement (September 2025 - October 2025)
- Education (October 2025 - November 2025)
- Project delivery (November 2025 - April 2026)
- Evaluation and wrap-up (April 2026 - May 2026)

Roles and Responsibilities

The TA Team and the County will cooperate on the Project, as follows:

- The County will serve as the lead agency for project management and coordination.
- The County and TA Team each will designate a lead point of contact for ongoing Project-related coordination and communication under this LOA.
- The County will facilitate TA Team's access to relevant data, maps, and planning documents.
- The County will work with the TA Team lead to identify relevant agency staff, local leaders and community representatives who will be necessary to engage and support the assistance and will ensure their regular participation as needed in meetings, trainings, and regular communications with the TA Team.
- The County will ensure County and other public agency staff, local leaders, and any community-based organizations that are involved with the Project are briefed and that their contact information is provided to the TA Team to ensure TA Team's timely completion of tasks and deliverables described in this LOA.
- The County will be solely responsible for deciding on the ultimate design and implementation of the Project.
- The County's designated representatives will respond promptly to email or telephone inquiries from the TA Team to ensure timely delivery of the Project.
- The County will provide the TA Team regular updates on Project milestones and any feedback received from stakeholders.
- If in-person events and/or meetings are held, the County shall be the party responsible for sending notifications to relevant stakeholders and residents to publicize the events and/or meetings.
- The County will endeavor to acknowledge the contributions of the TA Team in public meetings and in any written reports.
- The TA Team shall not provide any engineering services, including drawings or technical specs.

Unanticipated Funding Impacts

The parties acknowledge that there is a high level of uncertainty about the continuity of some federal funding programs, including funding for this technical assistance program which originates from the CDC. If the grant funding is reduced or discontinued, the TA Team may not be able to

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complete the work outlined in this LOA. The parties agree to monitor this and share information to minimize the inconvenience as a result of any disruption or cancellation of this work.

The foregoing reflects our mutual understanding of the nature of technical assistance to be provided by the TA Team in connection with the County's Project. Both parties agree to collaborate in good faith and maintain open lines of communication. This LOA expires upon completion of the Project. Either the County or TA Team may terminate this LOA immediately, at any time, by giving the other Party or Parties written notice of termination.

SIGNED,

Contra Costa County

Print Name and Title:

Signature:

Date:

Rails to Trails Conservancy

Print Name and Title: Iman Sylvain, Western Regional Director (Rails to Trails Conservancy)

Signature: 

Date: 9/10/25

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Appendix I: Detailed Scope of Work for CalSPAN Active Transportation Technical Assistance
Contra Costa County

Purpose

The TA Team will provide the County technical assistance in order to further develop complete streets improvements along Garretson Avenue in the unincorporated area of Rodeo. The timeline for this assistance is September 2025, to May 2026. The TA Team, working in coordination with the County, will deliver the technical assistance as described below in accordance with the LOA to which this Appendix I is attached.

Project Overview

The technical assistance will advance Project ID 42 (Garretson Ave/Rodeo) as identified in the County Active Transportation Plan. As this project is still in the early stages of conceptualization, the technical assistance will include a walk audit and safety assessment, community engagement events with the Rodeo Hills Elementary school community to garner feedback on desired improvements, recommendations to ease drop-off and pick-up congestion, and support for pedestrian and bicycle safety and mobility on Garretson Avenue and others areas in the school zone.

Project Scope

Task I: Site Analysis and Design Support. As requested and directed by the County, the TA Team shall:

- Conduct walkability audit and needs assessment at the school site and adjacent streets.
- Prepare a summary of relevant best practices in active transportation improvements adjacent to schools, including safe routes to school principles, to be shared with stakeholders and the local community. The best practices will include potential design ideas for a shared-use path for pedestrians and cyclists, parking reconfigurations, and ways to address school safety needs. (Note: the TA Team will share general design ideas, but will not provide any engineering services, including drawings or technical specs).
- Assess sidewalk improvements along 4th and 7th Ave and recommend traffic calming treatments to enhance safety and accessibility in the surrounding project area.

Task II: Community Education and Engagement Support. As requested and directed by the County, the TA Team shall:

- Assist County staff in designing and facilitating up to two community workshops and/or listening sessions, targeted towards the school community (students, parents, schoolteachers and administration, and neighbors). The content of the workshops will include active transportation tools and strategies to enhance safety and mobility near schools. These may include:

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    - programmatic and non-infrastructure improvements to reduce traffic during pick-up and drop-off time
    - multi-use path design best practices and design considerations
    - implications for removal or reconfiguration of parking
    - safety, comfort, traffic calming, connectivity, and place-making
- Develop materials and templates for stakeholder engagement (flyers, presentations, maps, email surveys, etc.).
- Observe and collect participant feedback.
- Develop an educational webinar on the connection between active transportation and public health, offered to all our CDPH cohort of agency partners, including the Rodeo and County partners engaged in this project.

Task III: Policy and Funding Guidance. The TA Team shall:

- Identify potential funding sources for implementation (e.g. Federal Safe Routes to School program, Active Transportation Program, and One Bay Area Grant).
- If the County elects to pursue a grant application during the LOA term, the TA Team shall support County staff by editing and reviewing the narrative sections of any grant applications, provided such assistance can be delivered within the TA Team's budget and staff capacity for the Project.

Task IV: Data Evaluation and Tools. The TA Team shall:

- Share with County staff tools and methodologies for evaluating school access and safety.
- Develop an online survey to collect data on mobility challenges, needs, and opportunities adjacent to the school. County staff shall have final approval authority regarding the survey questions, language, format, and publication.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4108 **Agenda Date:** 10/7/2025 **Agenda #:** C.45.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Quarter 1 Progress Report on Round 2 Measure X Innovation Fund Projects

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the first of quarterly progress reports on the eight community-based projects funded in Round 2 of the Measure X Innovation Fund.

FISCAL IMPACT:
No fiscal impact. This is an informational report with no recommended action. All projects are funded by a one-time allocation of Measure X sales tax revenue.

BACKGROUND:
On March 25, 2025, at the conclusion of a formal competitive bidding process, the Board of Supervisors approved the award of Round 2 Measure X Innovation Fund grants totaling $2,027,455 to eight promising projects. Contracts with each grantee were executed by the County Administrator effective May 1, 2025, since which time the projects have been underway. Through August 31, 2025, a total of $557,835 has been claimed by the grantees, leaving a balance of $1,469,620.

Below is a brief overview of each project, the Innovation Funds claimed by September 1, 2025, and a summary of progress towards goals. It also includes reported challenges and their expected effects on outcomes or timelines.

The County Administrator's Office will continue to monitor progress, do what can be done to support the grantees, and report to the Board quarterly.

1st QUARTER UPDATE

East County Climate Initiative, Rising Juntos/Urban Habitat
Contract Award: $175,000
Claimed through September 1, 2025: $47,257, 27%

The East County ACT initiative targets climate health inequities by training local residents as Climate Ambassadors.

A cohort of 50 Climate Ambassadors was recruited from low-income Black and Latino/e communities in Bay Point, Pittsburg, and Antioch to address climate health inequities. The Climate Ambassadors engaged deeply in grassroots outreach, raising insightful questions and building unity with residents.

The initiative included two training sessions and two planning meetings, where Ambassadors deepened their knowledge of climate change impacts and began developing community outreach strategies.

Key local leaders were identified and interviewed to understand their concerns regarding climate health, ensuring that the project is informed by community needs and priorities. The main concerns of the local leaders, as identified through stakeholder interviews, revolved around balancing project implementation with urgent community crises. These crises included ICE activity and broader socio-political pressures that exacerbate residents' housing, economic, and mental health vulnerabilities. The leaders emphasized the need to address these immediate needs while continuing to advance long-term goals.

The initiative has generated strong community interest and partnerships, with plans for further training, stakeholder interviews, and outreach activities in the upcoming months. First quarter efforts have generated strong momentum, promising partnerships, and broad community interest, signaling sustainability beyond the grant period. The project team is eager to continue advancing the climate equity initiative for lasting impact

The Gemma Project, Gemma
Contract Award: $425,000
Claimed through September 1, 2025: $87,368, 21%

The Gemma Project provides programming for justice-involved women during their incarceration, with an emphasis on facilitating their reentry into society. The project includes monthly meetings with various stakeholders, such as the Sheriff's Office and the County Office of Education, to ensure a coordinated approach to programming and support services. Initial outreach commenced in July 2025, engaging incarcerated women to assess their needs and interest in the program.

Key Dates	Activities
May 2025	Initiated planning for in-custody programming
September 10, 2025	Sheriff's facility orientation scheduled
September 27, 2025	Launch of the first modified session

The curriculum for the Day Program has been adapted to a one-day-a-week format, focusing on essential skills such as emotional intelligence, coping mechanisms, and employment readiness.

The project successfully recruited staff with relevant backgrounds in gender-responsive practices. Both Day Program Coordinators have undergone extensive training, including trauma-informed care and motivational interviewing techniques. Their inclusion of justice-involved women in the hiring of the Day Program Coordinators reflects a commitment to a trauma-responsive approach.

Delays in West County detention facility construction and limited classroom capacity impacted the number of participants that can be served initially. The project anticipates serving around 16 women per session once full access is granted in January 2026. The Sheriff's Office assisted with identifying an alternative location so programming can be offered in a modified manner between September and January.

The Gemma Project has also launched a social media campaign to raise awareness about the challenges faced by justice-involved women. Since its launch, the campaign has seen a 14% growth in engagement and a 108% increase in shares, indicating a successful outreach strategy.

Looking ahead, the project is well-positioned to begin direct services in September 2025, with plans to refine and test the curriculum in a condensed format. This phased approach will help gather feedback and improve programming as full access to facilities becomes available. The project team is committed to providing high-quality, gender-responsive services to support justice-involved women, emphasizing the importance of community partnerships and continuous improvement of programming.

Microloan Program, St. Vincent de Paul
Contract Award: $147,825
Claimed through September 1, 2025: $60,000, 41%

The St. Vincent de Paul (SVdP) Micro Loan Program has made significant progress in its initial quarter, focusing on establishing a sustainable framework to support low-income households in Contra Costa County. The program has successfully formed partnerships, conducted educational outreach, and initiated loans, thereby laying a strong foundation for future growth.

SVdP has established partnerships with two credit unions and created the necessary systems for loan management. Additionally, 17 low-income households have received financial education and counseling, fostering trust and financial literacy.

A Micro Loan Committee has been formed, and a bilingual manager has been appointed to enhance outreach and volunteer training. To date, three low-interest loans have been issued, with plans to convert payday loans and expand loan offerings in the coming months.

Antioch Schools Newcomer Inclusion Project, Lincoln
Contract Award: $205,600
Claimed through September 1, 2025: $44,018, 21%

The Antioch Schools Newcomer Inclusion Project aims to provide culturally responsive and trauma-informed services to immigrant families in Antioch. The primary focus during the first quarter was on engaging Antioch Unified School District leaders, partners, youth, and families to gather input on community needs and to compile a list of available newcomer-focused resources in the community.

A newcomer survey was successfully completed to gather input on the needs of newcomer families. The survey was distributed at various community meetings. A comprehensive list of newcomer-focused resources available in the community was compiled, which will aid in connecting families with necessary support services.

The project collaborates with several organizations such as Stand Together Contra Costa and the Family Justice Center to provide essential services.

Looking ahead, the project plans to offer resources and support services including direct case management for participating families, parenting groups, and family strengthening work.

Promotoras de Salud, Hijas del Campo
Contract Award: $273,200
Claimed through September 1, 2025: $99,228, 36%

The Promotoras de Salud or Community Health Worker (CHW) program aims to enhance healthcare access for farm workers amidst challenges related to immigration enforcement and Medi-Cal funding cuts.

During the first quarter, the CHW program successfully onboarded five new workers and certified eight individuals, with a focus on outreach and support for health services during the busy summer season. CHWs have been actively involved in field outreach, reaching hundreds of farm workers and their families. They have also participated in workforce development training, focusing on office and phone etiquette, online data tracking, and completing Medi-Cal enrollments online. CHWs participated in five training sessions aimed at enhancing skills in communication, technology, and health service delivery.



A total of 93 outreach events were conducted, reaching over 1,314 clients. Significant engagement was achieved at local farms and community events. The program expanded its food distribution efforts, providing additional services to families and enrolling 41 clients into Medi-Cal. There were 25 referrals made to various health and social services to support clients' needs.

The program faced challenges due to heightened immigration enforcement and fear within the community, which affected Medi-Cal enrollments. There was also difficulty in hiring a bilingual CHW Coordinator, which delayed some planned activities. Despite those challenges, the program exceeded expectations in increasing access to healthcare and health education services. The program was slightly under the anticipated number of insurance enrollments but plans to address this in the next reporting period.



Looking ahead, the program aims to focus on COVID-19 vaccinations and re-enrollment in Medi-Cal, while seeking additional funding for sustainability.

Hispanic Recovery Initiative, Support4Recovery
Contract Award: $400,830
Claimed through September 1, 2025: $67,221, 17%

Support4Recovery's Hispanic Recovery Initiative aims to provide culturally competent, gender-specific recovery solutions to underserved Spanish-speaking or limited/no English-speaking adult Hispanic residents of Contra Costa County who are affected by substance use disorders and related challenges, such as incarceration, homelessness, and unemployment.

During the first quarter, the men's facility commenced operations in Concord and achieved full capacity within 14 days. The women's program was briefly delayed when the lease agreement for a residence in Antioch fell through, but a new Antioch residence was secured. Both facilities are currently active and serving clients - the men's program for 64 days and the women's program for 34 days. All clients are actively participating in weekly programming, which includes educational classes and therapy sessions. The initiative has also benefited from partnerships with local organizations, which have enhanced the support provided.

The project has successfully enrolled nine clients, with strong participation rates in all activities. Initial progress indicates effective engagement and positive outcomes, including one client who has graduated to a higher level of care.

Despite facing delays in launching the women's program and food bank support, the overall performance of the project has exceeded projections.

Following is a first quarter summary of demographics, placement status, outcomes, and living arrangements:

- The placements during Quarter 1 show a significant male predominance, with males comprising 75% (18 records) of the total placements, while females account for 25% (6 records). This is attributable to the delayed opening of the women's facility.
- Of the 24 records analyzed, 75% (18 records) are currently active, 16.7% (4 records) are completed, and 8.3% (2 records) are pending, indicating a substantial active caseload.
- Most placements (70.8%, 17 records) are ongoing, while 16.7% (4 records) are successful, and 12.5% (3 records) are unsuccessful, reflecting a positive trend in client engagement.
- Nearly half (45.8%, 11 records) of clients are placed in sober-living or recovery houses, indicating a significant need for structured recovery environments. Other arrangements include clients with residences (25%), homeless (16.7%), and in custody (8.3%).

Future plans for the next quarter include increasing enrollment and formalizing partnerships for assessments.

Library Tech Equity Connection, Tech Exchange
Contract Award: $400,000
Claimed through September 1, 2025: $200,000, 50%

The Library Tech Equity Connection places high school and college students in paid technology internships at libraries and community sites for hands-on tech training. Interns, aged 16-22, will work 20-30 hours per week and contribute to digital inclusion outreach, video tutorials, and train-the-trainer courses. Benefits include a free laptop, certification coaching, and field trips with local tech professionals. The program aims to enhance workforce development and digital equity in Contra Costa County by establishing tech support help desks at Richmond Public Library and Contra Costa Library branches.

From May 1 to August 15, the Tech Exchange project at the Contra Costa County libraries made significant progress. Five interns were recruited and successfully completed their orientation, thereby initiating the Library Tech Equity Connection project and the Serve2STEM pre-apprenticeship curriculum.

The interns have been providing one-on-one technology assistance at three library-based help desks, offering support and troubleshooting to patrons. Additionally, they participated in a STEM field trip, which had several key outcomes:

- **Hands-on Learning:** The interns were exposed to practical, hands-on learning experiences, which helped them gain a deeper understanding of technology and its applications.
- **Professional Role Models:** The trip provided the interns with the opportunity to interact with professional role models in technology careers, offering them insights and inspiration for their future career paths.

These experiences were designed to enhance the interns' engagement with technology and support their professional development in the field.

The interns faced a few challenges during their help desk support at the Contra Costa County libraries. One significant challenge was the timing of their onboarding. Recruiting and confirming candidates required additional coordination with school and community partners, which slightly delayed the start of the programming. Despite this, the program was able to fully launch with four interns, ensuring that library patrons receive the support as planned. The feedback from library patrons about the help desk support was quite

positive. Early feedback highlights the value of accessible digital navigation support provided by the interns. Patrons appreciated the one-on-one tech assistance and troubleshooting services offered at the three library-based help desks.

Looking ahead, the project plans to recruit additional interns, continue the operation of the help desks, pilot the Digital Navigator Training, and commence the production of multilingual instructional videos to enhance tech support resources.

CONSEQUENCE OF NEGATIVE ACTION:
Not applicable.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4109 **Agenda Date:** 10/7/2025 **Agenda #:** C.46.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Agreement with Contra Costa Community College District

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator, or designee, to execute an agreement with Contra Costa Community College District, dba Los Medanos College, an amount not to exceed $1,000,000, to develop and implement nonprofit education, workforce development, leadership training, and mini-grant programs for nonprofit organizations in East Contra Costa County, for the period November 1, 2025, through October 31, 2028.

FISCAL IMPACT:
Approval of this Interagency Agreement will result in contractual expenditures of up to $1,000,000 over a three -year period and is funded 100% by Measure X funds.

BACKGROUND:
On December 12, 2023, the Board of Supervisors approved a three-year allocation of $1,000,000 to support capacity-building programs for community-based nonprofit organizations in East Contra Costa County. In alignment with this directive, the County Administrator's Office issued a Request for Proposals (RFP) on May 2, 2025, seeking a qualified provider to design and implement a comprehensive support program. Los Medanos College submitted the sole proposal, and a Notice of Intent to Award was issued on July 1, 2025.

Under the proposed contract, Los Medanos College, in collaboration with the Antioch Chamber of Commerce Foundation, will develop and deliver a multi-faceted program that includes nonprofit-specific education, workforce development, leadership training, and resources for nonprofit organizations. The program also includes a mini-grant component to enhance the effectiveness and sustainability of local nonprofits. Services will be targeted to East Contra Costa County, defined in the contract as Bay Point, Pittsburg, Antioch, Oakley, Brentwood, Byron, Discovery Bay, Knightsen, and Bethel Island.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the agreement, the County will be unable to implement the planned nonprofit education, training, and mini-grant programs in East Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4110 **Agenda Date:** 10/7/2025 **Agenda #:** C.47.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: APPROVE and AUTHORIZE the District 3 Supervisor to execute, on behalf of the County, an agreement among the County, the Bethel Island Municipal Improvement District, and Mt Diablo Resource Recovery, to jointly host a Bethel Island Community Cleanup Day on November 8, 2025, within Improvement District-owned property identified as Assessor's Parcel No. 029-040-011, Bethel Island area, as recommended by the Bethel Island Municipal Advisory Council and the District 3 Supervisor.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the District 3 Supervisor to execute, on behalf of the County, an agreement among the County, the Bethel Island Municipal Improvement District (BIMID), and Mt Diablo Resource Recovery, to jointly host a Bethel Island Community Cleanup Day on November 8, 2025, within BIMID-owned property identified as Assessor's Parcel No. 029-040-011, Bethel Island area, as recommended by the Bethel Island Municipal Advisory Council and the District 3 Supervisor.

DETERMINE that this activity is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311, and, alternatively, section 15061(b)(3), because it can be seen with certainty that there is no possibility that the temporary placement debris boxes and use of the property may have a significant effect on the environment.

FISCAL IMPACT:
None

BACKGROUND:
In 2024, the County, Mt Diablo Resource Recovery (MDRR), and the Bethel Island Municipal Improvement District (BIMID) entered into an agreement to host a community cleanup day on Bethel Island. That earlier agreement had been open ended to allow future events without having to prepare a new agreement. After a successful event in 2024, BIMID terminated the agreement to renegotiate certain terms.

The new agreement between the County, MDRR, and BIMID will be effective November 7, 2025, and it will terminate at 11:59 p.m., on November 9, 2025. This term allows for event setup, a community cleanup event on November 8, 2025, and event cleanup. Under the agreement, the District 3 Supervisor's Office will be responsible for coordinating event setup, registration, and cleanup; MDRR will provide the debris boxes at no

cost; and BIMID will license the use of its property for the event.

The County will indemnify BIMID from liabilities that arise from the event being held on BIMID's property. MDRR will indemnify the County and BIMID from liabilities that arise from placing and removing debris boxes, and MDRR will release the County and BIMID from any claims related to loss or damage of its vehicles or debris boxes.

Although the agreement has a term of three days to cover only the 2025 event, the same agreement form can be used for community cleanup events in future years.

CONSEQUENCE OF NEGATIVE ACTION:
The November 8, 2025 Bethel Island Community Cleanup event would not be held on BIMID property, and an alternative location would need to be identified.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-329 **Agenda Date:** 10/7/2025 **Agenda #:** C.48.

To: **Board of Supervisors**

From: Diana Becton, District Attorney

Report Title: Human Trafficking Victim Advocacy (HA) Program Grant for January 1, 2026 through December 31, 2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution to approve and authorize the District Attorney, or designee, to apply for, accept, and execute a grant award agreement, including any modifications or extensions thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed $147,000, for funding of the Human Trafficking Victim Advocacy Program for the period January 1, 2026 through December 31, 2026.

FISCAL IMPACT:
The District Attorney will receive up to $147,000 to fund human trafficking victim advocacy efforts. This funding requires a 20% match, and the department will request a full match waiver as allowed by the grantor.

BACKGROUND:
The District Attorney is seeking to apply for grant funds that will focus on identifying and assisting victims of human trafficking. If the grant is approved, the District Attorney will continue to employ victim advocates to provide critically important services to victims of sex trafficking and labor trafficking in Contra Costa County. Additionally, the advocates would work collaboratively with law enforcement, community organizations and the county human trafficking coalition to increase awareness about human trafficking and provide training and outreach to the community.

CONSEQUENCE OF NEGATIVE ACTION:
The District Attorney will be unable to apply for and accept the grant.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Human Trafficking Victim Advocacy (HA) Program Grant Award for the period January 1, 2026 through December 31, 2026.

WHEREAS, the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Human Trafficking Victim Advocacy Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4111 **Agenda Date:** 10/7/2025 **Agenda #:** C.49.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Nonfinancial Agreement and Related Terms of Use with Waste Management Property Holdings, LLC.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a nonfinancial agreement and related terms of use with Waste Management Property Holdings, LLC for the transportation, temporarily holding and removal of waste for the District Attorney's Office to conduct inspections for investigative purposes.

FISCAL IMPACT:
No fiscal impact. This is a nonfinancial agreement.

BACKGROUND:
The District Attorney's Office will partner with Waste Management Property Holdings, LLC. for the transportation and temporarily storage of trash so that DA Senior Inspectors can perform inspections following safety protocols. The District Attorney's Office can request removal of the waste by issuing written notices to Waste Management.

Approval of this nonfinancial agreement will enable the District Attorney's Office to perform investigations of waste and have a temporary storage area for the waste. This agreement includes limited liability and indemnification under which the County agrees to hold Waste Management Property Holdings, LLC. harmless from any claims related to the transportation, temporarily holding and removal of waste. Although there is no term limit associated with this agreement, the County may seek to renew in three years.

CONSEQUENCE OF NEGATIVE ACTION:
Without executing the nonfinancial agreement and the related terms of use with Waste Management Property Holdings, LLC., the District Attorney's Office cannot transport, temporarily store and remove waste for investigation purposes.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4112 **Agenda Date:** 10/7/2025 **Agenda #:** C.50.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Contract Amendment with LanceSoft, Inc. for Crime Analysis Services for Project Safe Neighborhood Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the District Attorney, or designee, to execute a contract amendment with LanceSoft, Inc. to extend the term through September 30, 2026, with no change to the payment limit of $336,000, to continue to place qualified personnel to work in the District Attorney's office on crime analysis as funded by the Project Safe Neighborhood Grant.

FISCAL IMPACT:
No fiscal impact with the extension of the contract term. The original contract is funded 100% by the FY 2022 Northern District of California Project Safe Neighborhoods (PSN) grant from the U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA). The contract amendment will extend the term with no change in payment limit.

BACKGROUND:
Contra Costa County District Attorney's Office received the FY 2022 Northern District of California Project Safe Neighborhoods (PSN) grant to fund a contracted Crime Analyst to work in the DA's Office. On April 26, 2024, the District Attorney's Office released a Request for Qualifications (RFQ) #2404-792 to solicit Statements of Qualifications from professionals and organizations interested in serving as a contracted Crime Analyst for the DA's office. Following the procurement process, LanceSoft, Inc. was selected to enter a contract with the District Attorney's Office for the PSN grant funded program for the period September 1, 2024 through September 30, 2025. Due to previous delays in the initial procurement process and contract development phase, the vendor was unable to complete the provision of all intended services within the original contract timeframe. The BJA recently approved a one-year no cost extension for the DA's office to continue the PSN grant funded program through September 30, 2026. Accordingly, the DA's office will amend the contract with LanceSoft, Inc. to extend the contract period through September 30, 2026, with no change in the total contract amount.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the vendor is unable to place qualified personnel working in the District Attorney's Office on crime analysis under the Project Safe Neighborhood Grant Funded Program. This means the County would not be able to fulfill the terms of the grant and the associated funds will be forfeited.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4113 **Agenda Date:** 10/7/2025 **Agenda #:** C.51.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Purchase Order and Related Software License Agreement with First American Data Tree, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a purchase order and related license agreement with First American Data Tree, LLC in an amount not to exceed $3,600 for accessing a software research tool for real estate fraud investigations, for the period December 1, 2025 through November 30, 2026.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $3,600 which is included in the FY25-26 Departmental Budget.

BACKGROUND:
The District Attorney's Office uses First American Data Tree, LLC to access and research recorded documents related to real estate transactions, with information critical to real estate fraud investigations. As a powerful research tool, First American Data Tree enables efficient, nationwide retrieval of documents, allowing searches by location, owner, encumbrances, and uniquely - by keywords. This expanded capability significantly enhances the District Attorney's Office ability to conduct thorough investigations.

This Software License Agreement includes a limitation of liability and indemnification clause, under which the County agrees to hold First American Data Tree, LLC harmless from any claims arising out of the performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:
Without executing the Purchase Order and related Software License Agreement with First American Data Tree, LLC, the District Attorney's Office will be unable to utilize a powerful research tool essential for real estate fraud investigations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-330 **Agenda Date:** 10/7/2025 **Agenda #:** C.52.

To: **Board of Supervisors**

From: Marla Stuart, Employment and Human Services Director

Report Title: CFS - Agreement 29-466-7 California Department of Housing and Community Development

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution to approve and authorize the Employment and Human Services Director, or designee, to apply for and accept allocations from the State of California, Department of Housing and Community Development for the Transitional Housing Program Round 7, Transitional Housing Program Plus - Supplement Housing Program Round 5, and the Housing Navigation Maintenance Program Round 4 funding in a total amount not to exceed $794,828 to be expended by June 30, 2028 upon execution of a fully executed agreement.

FISCAL IMPACT:

$794,828: County to receive $562,883 for THP Round 7, $14,594 for THP+ SUPP Round 5 and $217,351 for HNMP Round 4. Funding is 100% State with no County match required.

FY25-26 expenditure appropriations and revenue adjustments for the allocations will be included as part of the mid-year budget adjustment. FY26-27 revenue adjustments will be incorporated into the FY 26-27 and FY27-28 budgets.

BACKGROUND:

The State of California, Department of Housing and Community Development (HCD) issued an Allocation Acceptance Notification, dated August 19, 2025 including:

- Round 7 of the Transitional Housing Program (THP),
- Round 5 of the THP Plus - Supplement Housing Program (THP+ SUPP), and
- Round 4 of the Housing Navigation and Maintenance Program (HNMP),

Allocated funds are to be used by counties to provide housing stability supports and services to help young adults ages 18 to 24 years of age to secure and maintain housing with priority given to young adults formerly in the foster care systems. Funds are available to be expended by June 30, 2028.

The THP, THP+ SUPP and HNMP funds will be used by EHSD in alignment with HCD program requirements.

Past Board actions regarding this funding are as follows:

- Accept THP Round 1 funds on March 31, 202 (C.52);
- Accept THP Round 2 funds on February 2, 2021 (C.50);
- Accept THP Round 3 funds on November 2, 2021 (C.32);
- Accept THP Round 4 funds and HNMP Round 1 funds on November 29, 2022 (C.45);
- Accept THP Round 5 funds, THP+ SUPP Round 3 funds and HNMP Round 2 funds on December 5, 2023 (C.16, 23-1040);
- Accept THP Round 6 funds, THP+ SUPP Round 4 funds and HNMP Round 3 funds on December 3, 2024 (C.44, 2024-408).

CHILDREN'S IMPACT STATEMENT:

This Agreement supports one of the five (5) Contra Costa County community outcomes established in the Children's Report Card": (3) "Families that are Economically Self-Sufficient" by providing housing and supportive services to assist eligible transitional-aged youth with mitigating housing insecurities, securing permanent housing and achieving self-sufficiency.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the County will continue to face an increasing number of homeless and former foster transitional-aged young adults without access to housing and preventive services.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Round 7 Transitional Housing Program, Round 5 Transitional Housing Program Plus - Supplement Housing Program and Round 4 Housing Navigation and Maintenance Program Allocation Acceptance.

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an allocation acceptance form, dated August 19, 2025 under Round 7 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (the "THP Allocation Acceptance Form"), and

WHEREAS, the Department issued an allocation acceptance form, dated August 19, 2025 under Round 5 of the THP Plus - Supplement Housing Program ("THP+ SUPP"), authorized by item 2240-102-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.9 (commencing with HSC 50820) of Part 2 of Division 31 of the Health and Safety Code (the "THP+ SUPP Allocation Acceptance Form"), and

WHEREAS, the Department issued an Allocation Acceptance form, dated August 19, 2025 under Round 4 of the Housing Navigation and Maintenance Program ("HNMP"), authorized by item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the "HNMP Allocation Acceptance Form"), and

WHEREAS, the THP Allocation Acceptance Form, the THP+ SUPP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms", and

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP, THP+ SUPP and HNMP Programs, and

WHEREAS, Contra Costa County (County) was listed as an eligible applicant in the THP, THP+ SUPP and HNMP Allocation Acceptance Forms, dated August 19, 2025, and

WHEREAS, County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the Allocation Acceptance Forms, up to the amounts authorized in the Allocation Acceptance Forms and applicable state law at the time this Resolution is executed and authorized, and

WHEREAS, if funds remain available for allocation after the deadline for submitting signed Allocation Acceptance Forms, and if the Department advises County that County is eligible for additional allocations from the remaining funds, County is hereby authorized and directed to accept these additional allocations of THP, THP+ SUPP and/or HNMP funds ("Additional THP Allocation", "Additional THP+ SUPP", or "Additional HNMP Allocation") up to the amount authorized by Department, and

WHEREAS, the Employment and Human Services Director, or designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the Program, including but not limited to a Standard Agreement, subject to County Counsel approval as to form, and be awarded the THP Allocation Award, and any Additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents"), and

WHEREAS, the Employment and Human Services Director, or designee, is hereby authorized and directed to act on behalf of County in connection with the THP+ SUPP Allocation Award and any Additional THP+ SUPP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the Program, including but not limited to a Standard Agreement, subject to County Counsel approval as to form, and be awarded the THP+ SUPP Allocation Award, and any Additional THP+ SUPP Allocation, and any amendments to such documents (collectively, the "THP+ SUPP Allocation Award Documents"), and

WHEREAS, the Employment and Human Services Director, or designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the Program, including but not limited to a Standard Agreement, subject to County Counsel approval as to form, and be awarded the HNMP Allocation Award, and any Additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents"), and

WHEREAS, County shall be subject to the terms and conditions that are specified in the Allocation Acceptance Forms, and that County will use the allocated award funds and any Additional Allocation funds in accordance with the Allocation Acceptance Forms, the Allocation Award Documents, and any and all other allocation funding requirements, and other applicable laws, and

WHEREAS, County has the discretion to accept the THP, THP+ SUPP and HNMP funds as detailed herein but in the event circumstances arise, the County affirms that County is authorized to accept the Allocation Awards independent of each other, as the Department and County Counsel may deem appropriate.

NOW, THEREFORE, BE IT RESOLVED the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Service Director, or designee, to apply for and accept allocations from the State of California, Department of Housing and Community Development for the Transitional Housing Program Round 7, Transitional Housing Program Plus - Supplement Housing Program Round 5, and the Housing Navigation Maintenance Program Round 4 funding in a total amount not to exceed $794,828 to be expended by June 30, 2028 upon execution of a fully executed agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4114 **Agenda Date:** 10/7/2025 **Agenda #:** C.53.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: #38-073-2 (WDB) First 5 Contra Costa for Childcare Provider Training Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with First 5 Contra Costa Children and Families Commission in an amount not to exceed $1,000,000 to provide childcare provider training services for the period July 1, 2025 through June 30, 2027.

FISCAL IMPACT:

100% funded by County Measure X funds of which 50% has been budgeted in FY 2025-26 and 50% will be budgeted in FY 2026-27.

BACKGROUND:

On 2/22/22 (D.2, attachment A.5), the Board identified "Supporting Children with Disabilities" as a priority and approved an ongoing annual allocation of $450,000 from sales tax revenues generated through Measure X. On 6/27/23 (C.85), the Board of Supervisors approved an Interagency Agreement in the amount of $810,000 for the term 5/1/23 to 4/30/25 with First 5 Contra Costa Children and Families Commission to support the implementation of a three-year comprehensive plan to enhance services for children (ages 0-5) with disabilities by assisting providers with professional development, inclusion toolkits, and on-site consultations. On 4/28/25 (C.25), the Board approved an extension to a new term end date of 6/30/25 with no change to the payment limit.
This action is to renew the Interagency Agreement for two (2) years, to continue to build inclusive early learning environments for children ages 0-5 with disabilities or socio-emotional concerns. In addition to ongoing provider training and on-site consultation, the updated service plan expands access to materials and translation resources, introduces flexible mini-grant strategies, and launches a countywide early childhood mental health consultation program.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved, the County will be unable to complete the implementation of the comprehensive plan, potentially delaying or limiting support for providers serving young children with disabilities.

CHILDREN'S IMPACT STATEMENT:

This agreement supports three of Contra Costa County's community outcomes from the Children's Report Card: Outcome 1. "Children Ready for and Succeeding in School"; Outcome 4. "Families that are Safe, Stable, and Nurturing"; and Outcome 3. "Families that are Economically Self-Sufficient."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4115 **Agenda Date:** 10/7/2025 **Agenda #:** C.54.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract # 40-559-3 (AAS) renewal with Empowered Aging

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Empowered Aging, in an amount not to exceed $529,416 for the provision of Long-Term Care Ombudsman services pursuant to the Older Americans Act for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:

80% State; which is funded through the California Department of Aging (State Ombudsman Program, State Public Health Licensing and Certification Program, Health Facilities Citation Penalties Account, and Skilled Nursing Facility Quality and Accountability Funds. 20% Federal; which is funded through Older Americans Act (OAA); all of which is budgeted in FY 25-26.

BACKGROUND:

Empowered Aging provides Long-Term Care Ombudsman services to seniors and disabled adults in Long Term Care facilities. Services include mediation and conciliation services in the resolution of inquiries and complaints from older, long-term care residents and patients, establishment of family councils for support of families of long-term care facility residents, and investigation of reports of physical abuse of all dependent adult and elder residents of long-term care facilities. They also provide advocacy services and educational resources to empower residents, their families, and the aging community at large.

On August 13, 2024, the Board approved Consent Item C.33 authorizing a contract with Empowered Aging for the per July 1, 2024 through June 30, 2025. The Contract was amended on January 28, 2025 (C.17) and again on June 10, 2025 (C.49).

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Seniors and disabled adults in Contra Costa County will not receive Long-Term Care Ombudsman services.

CHILDREN'S IMPACT STATEMENT:

This contract supports the fourth of Contra Costa County's community outcomes of the Children's Report Card, "Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4116 **Agenda Date:** 10/7/2025 **Agenda #:** C.55.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: # 40-459-6 Contra Costa Senior Legal Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Contra Costa Senior Legal Services, in an amount not to exceed $319,978 for the provision of legal assistance and elder abuse prevention services, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:

66% Federal, 34% State, all of which is budgeted for FY 25-26.

BACKGROUND:

Contra Costa Senior Legal Services (CCSLS) provides legal assistance and elder abuse prevention services in Contra Costa County for the provision of Title III B Supportive Services - Legal Assistance program and the provision of Title VII Elder Abuse Prevention. CCSLS assists seniors and the disabled with housing, elder abuse, consumer prevention, public benefit, advance health care directives, and other issues. CCSLS also provides Elder Abuse Prevention training at Senior Centers and other locations across Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, seniors in Contra Costa County will not receive legal assistance and elder abuse services.

CHILDREN'S IMPACT STATEMENT:

This contract supports one of Contra Costa County’s community outcomes of the Children’s Report Card: (4)"Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4117 **Agenda Date:** 10/7/2025 **Agenda #:** C.56.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve EHSD Service Awards Events and Authorize Expenditure

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Employment and Human Services Department's Services Awards events for FY 25-26, and AUTHORIZE the expenditure of up to $22,000 annually for recognizing and appreciating department staff for their public service.

FISCAL IMPACT:
Total annual expenditures are not to exceed $22,000. Funding is 100% County General Fund.

BACKGROUND:
On December 18, 2018, the Board approved the Department's Years of Service awards to recognize employees who have achieved 10, 15, 20, 25, 30, and 35+ years of service and increased the annual budget from $1,400 to $2,400 due to the growing number of employees recognized each year.

On December 6, 2022, the Board of Supervisors approved the Department's Service Awards to include the annual Years of Service event, the addition of Public Service Recognition Week in May, and holiday greeting cards in December of each year. The two latter activities provide recognition to all EHSD employees. The annual budget approved was $15,000.

Employee morale and engagement are critical for retention and excellent customer service. In addition to the three activities included in this request, the Department engages in other recognition activities throughout the year that do not have fiscal impact.

EHSD proposes to fund the annual Years of Service event, Public Service Recognition Week in May, and holiday greeting cards in December for a total annual budget not to exceed $22,000 for staff recognition activities and events. This amount breaks down to $11 per employee x approximately 2,000 FTE.

CONSEQUENCE OF NEGATIVE ACTION:
EHSD employees are not recognized for their dedicated service to Contra Costa County, potentially negatively impacting overall staff morale, engagement, and retention.

CHILDREN'S IMPACT STATEMENT:
This resolution supports all five of Contra Costa County's community outcomes of the Children's Report Card:

(1) “Children Ready for and Succeeding in School”; (2) “Children and Youth Healthy and Preparing for Productive Adulthood”; (3) “Families that are Economically Self-Sufficient”; (4) “Families that are Safe, Stable and Nurturing”; and (5) “Communities that are Safe and Provide a High Quality of Life for Children and Families.”

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4118 **Agenda Date:** 10/7/2025 **Agenda #:** C.57.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 20-717-0 California Emerging Technology Fund

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Memorandum of Understanding with the California Emerging Technology Fund to accept funding in an amount not to exceed $93,000 to distribute direct mail postcards to existing public assistance program clients for the period August 1, 2025 through June 30, 2026.

FISCAL IMPACT:

100% California Emerging Technology Fund (CETF) grant fund; all of which is budgeted in FY 25-26.

BACKGROUND:

The California Emerging Technology Fund (CETF) Board of Directors adopted a 3-Year Strategic Plan (FY 22-23 through FY 24-25) with the goal of achieving 99% statewide Internet adoption and connecting 90% of low-income households. To achieve this goal, there is a significant opportunity to accelerate adoption through Public Agencies, which serve as trusted “credible sources.”

CETF has offered to partner with Contra Costa County to accelerate Internet adoption through Direct Notification of affordable Internet offers to participants in existing public assistance programs. The Direct Notification effort will include direct mail postcards to potentially eligible households, as well as an “800” (toll free) number for those who may require additional support through the CETF Get Connected Call Center.

CETF will provide up to $93,000 in funding for the Direct Notification Project by reimbursing the costs associated with production and mailing of postcards to approximately 190,000 Contra Costa County households.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the opportunity to raise awareness of low-cost Internet plans throughout Contra Costa County will be forfeited.

CHILDREN'S IMPACT STATEMENT:

The services provided under this agreement support one of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding School".

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4119 **Agenda Date:** 10/21/2025 **Agenda #:** C.58.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: ADMIN - Agreement Amendment 29-519-2 Board of State and Community Corrections for Intervention Grant Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a grant extension with the State of California, Board of State and Community Corrections to extend the term through September 30, 2027 with no change to the grant amount of $1,000,000 to implement the Byrne State Crisis Intervention Program in Contra Costa County.

FISCAL IMPACT:

Approval of amendment will have no additional fiscal impact.
100% Federal, pass-through from the State of California, no county match required.

BACKGROUND:

On March 26, 2024, the Board of Supervisors approved item C.28 authorizing the application and acceptance of grant award number BSCC 1303-24 with the State of California, Board of State and Community Corrections (BSCC) for the period July 15, 2024 through September 30, 2026. On November 5, 2025, the Board ratified executing the revenue agreement in the amount of $1,000,000. This staff report seeks approval of a grant extension through September 30, 2027 from the funder with no change to the funding amount of $1,000,000.

CHILDREN'S IMPACT STATEMENT:

This Agreement supports all five of Contra Costa County's community outcomes of the Children's Report Card": (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families".

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will not be able execute

the No-Cost Extension amendment to the grant award.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4120 **Agenda Date:** 10/7/2025 **Agenda #:** C.59.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District:

1. INTRODUCE Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments, as the fire code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; WAIVE reading; and FIX November 4, 2025 at the Contra Costa County Board of Supervisors meeting at 9:00 a.m. as the hearing date for the proposed adoption of the ordinance.

2. DIRECT the Clerk of the Board to publish notice of the hearing pursuant to Government Code section 6066.

3. AUTHORIZE the preparation of an ordinance summary by County Counsel and the publication of the summary in accordance with Government Code section 25124.

4. DIRECT the Clerk of the Board of Supervisors to post at its office, and each Fire District to post at its office, a copy of the full text of Ordinance No. 2025-14.

BACKGROUND/REASONS FOR RECOMMENDATIONS

The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which includes the 2025 California Fire Code prepared and adopted by the State Fire Marshal. The statewide code becomes effective January 1, 2026.

Although the code applies statewide, Health and Safety Code sections 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide code and establish more restrictive standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. Ordinance No. 2025-14 adopts the 2025 California Fire Code and

amends it to address local conditions. There are no material changes to the local ordinance previously adopted by the Board in the 2022 code adoption process, and the amendments previously adopted by the Board are either now reflected in the new 2025 California Fire Code or are reflected in the proposed ordinance.

The attached ordinance amends the 2025 California Fire Code by amending Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends the statewide Fire Code by incorporating into Chapter 3 (General Precautions Against Fire) the fire districts' exterior fire hazard control requirements. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events as well as standby fire personnel to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads to include protection of designated emergency evacuation routes as adopted by the local governing body as part of their emergency evacuation plan. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The ordinance amends Chapter 50 (Hazardous Materials - General Provisions) of the statewide Fire Code to enhance fire service response and information available to occupancies in the District. The ordinance amends Chapter 56 (Explosives and Fireworks) of the statewide Fire Code to prohibit all fireworks in the District without a permit and an increase to the financial liability for permitted events. The ordinance amends Chapter 57 (Flammable and Combustible Liquids) of the statewide Fire Code to amend where above ground storage tanks may be located. The ordinance amends Chapter 58 (Flammable Gasses and Flammable Cryogenic Fluids) of the statewide Fire Code to amend where storage may be located. The ordinance amends Appendixes B and C (Fire-Flow Requirements for Buildings, Fire Hydrant Locations and Distribution) of the statewide Fire Code to amend the reduction of fire flow needed and the location of where hydrants are required.

Notice of the public hearing will be published in accordance with Government Code section 6066. A summary of the ordinance will be prepared and published in accordance with Government Code section 25124(b).

FISCAL IMPACT:

The fiscal impact is neutral. The adoption of this ordinance will provide the administrative authority to enforce the provisions of the California Fire Code as amended.

CONSEQUENCE OF NEGATIVE ACTION:

Without the adoption of the 2025 California Fire Code (CFC) with local amendments, the Fire District will not have the legal authority to enforce or the ability to conduct fire and life safety inspections in occupancies other than high-rise buildings, schools, hotels, motels, apartments, and day care facilities. In addition, without adoption of the CFC, occupancies that conduct operations such as the production, storage, and sale of hazardous materials, places of assembly, and the review of construction documents and testing of fire protection and fire alarm systems would no longer be regulated by the Fire District.

Furthermore, adoption of the 2025 CFC is necessary to continue allowing the Fire District to collect fees to recover the costs of providing fire prevention related services. Without adoption of the CFC, as amended, the Fire District general fund revenues would be required to provide the fiscal support necessary to fund the positions currently supported by operational permit and inspection fees and new construction plan review fees.

This would result in a decrease in the amount of general fund revenues available for conducting emergency response activities or critical fire prevention services and personnel would need to be reduced or eliminated.

Attachments: Ordinance No. 2025-14
Findings in support of Ordinance No. 2025-14

ORDINANCE NO. 2025-14 FIRE CODE

ORDINANCES OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA FIRE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE CALIFORNIA FIRE CODE.

Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereby adopt the 2025 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2024 International Fire Code published by the International Code Council]), including Chapters 1-12 and 20-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix **H,** Appendix I, Appendix J, Appendix K, and Appendix P as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Fire Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

SECTION 2. AMENDMENTS TO THE CALIFORNIA FIRE CODE.

The 2025 California Fire Code is amended by the changes, additions, and deletions set forth in this Section 2. Chapter and Section numbers used below are those of the 2025 California Fire Code.

Chapter 1. Scope and Administration.

Section 101.1 is amended to read:

101.1 Title. This code is the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, and is hereinafter referred to as "this code."

Section 102.1 is amended to add item 5, to read:

5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.5 is amended to read:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 through 105.5.60.

Section 105.5.60 is added to read:

105.5.60 **Five year sprinkler test.** An operational permit is required to engage in the business of conducting the five-year test of an automatic fire sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.
Section 105.6 is amended to read:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.25.

Section 105.6 is amended by adding Sections 105.6.26 through 105.6.30 to read:

105.6.26 Access for fire apparatus. Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code.

105.6.27 Construction, Substantial Alteration, Additions of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, substantial alteration, additions or renovation of a building within the jurisdiction where a building permit is required.
Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.28 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.6.29 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the District pursuant to Section 507.

105.6.30 Land Development. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction.

Section 112.4 is amended to read:

112.4 Violation penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with Health and Safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit to continue; and all such persons sha11 be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 2. Definitions.

Section 202 is amended by adding the following definitions to that section:

Administrator. Shall mean the Fire Chief

Aerial Pre-Plans. An overhead layout of a parcel that contains structure(s) that identifies specific first responder related items to assist in effectively managing incidents and events for the protection of occupants, responding personnel, property, and the environment. The preplan shall be developed in accordance with a format approved by the AHJ. Preplan symbols shall comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emergency Symbols), and NFPA 1620 (Standard for Pre-Incident Planning).

All-weather driving surface. A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus.

Board of Directors. The Contra Costa County Board of Supervisors as the governing body of the Crockett-

Carquinez Fire Protection District and the Contra Costa County Fire Protection District.

Board of Fire Commissioners. An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors.

Combustible Material. Rubbish, litter or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official.

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus.

Hazardous Vegetation. Vegetation that is combustible and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent grasses, weeds, stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegetation as determined by the fire code official.

Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved by the Fire Code Official or designee that meets the requirements and uses the same security key code adopted by the Fire District

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and 14876) or any violation of this code.

Response Time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.21406 l 9ha) and 10 (4.046873ha) acres in size.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water- flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and, easements.

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Temporary Fire Department Access Road. A temporary, all-weather roadway constructed and maintained for

the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed, and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction.

Chapter 3. General Precautions Against Fire.

Section 324 is added to Chapter 3, to read:

SECTION 324 Exterior Fire Hazard Control.

324.1 Subsurface Fires.

324.1.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Chapter 4. Emergency Planning and Preparedness.

Section 401.5.1 is added to read:

401.5.1 Nuisance Fire Alarm. A fee may be charged for false/ or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 401.10 is added to read:

401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to require a fire aerial pre-plan to be prepared by an approved vendor at the cost of the developer.

Section 401.11 is added to read

401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.11.1.1 and 403.11.1.2. Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

Chapter 5. Fire Service Features.

Section 5.3.1.1 is amended to read:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
Exceptions:

1. The fire code official is authorized to increase the dimension to 250 feet where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

Section 503.1.4 is added to read:

503.1.4 Access to open spaces. When access to open land/space or fire trail systems maintained for public or private use is obstructed by new development of any kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access requires the approval of the fire code official.

Section 503.1.5 is added to read:

503.1.5 Existing fire trail systems shall be maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provided and requires approval by fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A driveway with a minimum width of 16 feet is acceptable for access to one or two single- family dwellings.

Section 505.3 is added to read:

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 506.2.1 is added to read:

506.2.1 Knox Box upgrade. All current businesses and occupancies with current Knox Boxes shall upgrade their lockbox to the eCore Technology by December 31, 2028.

Chapter 9. Fire Protection Systems.

Section 901.6.3 is amended to read:

901.6.3 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be submitted to a third party electronic record keeping service as chosen by the fire district.

Section 902.1 is amended to add:

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one- year period.

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than 4-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 is amended in its entirety, to read:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies and intervening floors of the building where the fire area exceeds 5,000 square feet.

Section 903.2.9.1 is amended to read:
Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.
   Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops, and. other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state-funded construction projects, see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.

Section 903.2.4 is amended to read:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet (232 m2).

Section 903.2.4.4 is added to read:

903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy (is) used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.
5. The structure exceeds 5,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

Section 903.2.8.1.1 is added, to read:

903.2.8.1.1 Group R-3 Substantial Addition or Alteration. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either a substantial addition or alteration occurs.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 occupancy used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10.1 is amended to read:

903.2.10.1 **Group S-2 parking garages.** An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exists:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 5,000 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
   Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 48,000 square feet.

Section 903.2.10.3 is added to read:

903.2.10.3 Group S-2 low hazard storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.
Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking

underneath, shall meet automatic sprinkler system requirements in accordance with the 2025 California Building Code and 2025 California Fire Code without local amendment.

Section 903.3.1.1.4 is added to read:

903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than .14 feet, the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner 'and/or the occupant to upgrade the system.

Section 903.3.5.3 is added to read:

903.3.5.3 Non-permissible water supply for automatic sprinkler systems. Water supply for automatic sprinkler systems shall not be supplied by swimming pools or ponds.

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and water flow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location. Exception: Group R-3 and R-3.1 Occupancies.

Section 903.6.1 and 903.6.2 are added to read:

903.6.1 Substantial Addition. An automatic sprinkler system shall be provided throughout all existing R-3 Occupancy buildings where a substantial addition occurs and the total new gross floor area of the structure exceeds 5,00 square feet. Group R-3 substantial additions or alterations shall comply with Section 903.2.8.1.1.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1011.5 of the current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard).

Chapter 33. Fire Safety During Construction and Demolition.

Section 3303.1.2 is added to read:

3303.1.2 Amendments. Amendments may be required to an approved site safety plan if deemed necessary by both the building official and fire official, based on previous fires or hazards that occurred on site or occurring within the jurisdiction.

Section 3303.1.3 is added to read:

3303.1.3 Site Security requirements. Site security requirements shall include the following if deemed necessary by both the building official and fire official:

1. Controlled access points
2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top
3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols
4. Detection check points located throughout the buildings for fire watch and patrol verification

5. Security camera coverage throughout the site with motion detection notification.
6. Identify measures taken to prevent tampering with security cameras and motion sensors
7. Necessary lighting throughout the project site.

Chapter 41 Temporary Heating and Cooking Operations

Section 4104.2 is amended to read:

4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.
Exceptions:
1. Residential occupancies
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 1/2 pounds.

Chapter 50. Hazardous Materials - General Provisions.

Section 5001.5.1 is amended to add item number 10 and 11 to read as follows:

1. Fire Department related safety equipment
2. Fire alarm control panel (FACP)
3. Sprinkler riser
4. Fire department connection (FDC)
5. Knox Box location
6. Gas valve shutoff
7. Electrical main shutoff
8. Water shutoff
9. Elevator equipment room
10. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment.
11. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility. Refer to NFPA 550 & 551 for references.

Section 5001.5.3 is added to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location; as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1.2 is added to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

Chapter 56. Explosives and Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605 *and Health and Safety Code Division 11*.
3. The use of fireworks for fireworks displays *pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions* as allowed in *Title 19, Division 1, Chapter 6 Fireworks reprinted in* Section 5608 *and Health and Safety Code Division 11*.

Section 5601.1.3.1 to 5601.1.3.3 is added to read as follows:

5601.1.3.1 Definitions. "Responsible party" means any of the following:

1. A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.
2. A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

Section 5601.1.3.2 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

Section 5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, County, or State Peace Officer, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of the Code and other codes an indicated, punishable as an infraction or an administrative citation.

Section 5601.2.2 is amended to read as follows:

5601.2.2 Sale and retail display. Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, public property or in Group A or E occupancies within the jurisdiction.

Section 5601.2.4 is amended to read as follows:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of
$2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required.
Government entities shall be exempt from this bond requirement.
Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6. See Section 5608

Chapter 57. Flammable and Combustible Liquids.

Section 5703.3 is amended to read:

5703.3 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references.

Section 5704.2.9.6.1 is amended to read as follows:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.
Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision.

Section 5706.2.4.4 is amended to read:

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.
Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision.

Chapter 58. Flammable Gasses and Flammable Cryogenic Fluids

Section 5806.2 is amended to read as follows:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.
Exception: Liquid hydrogen fuel systems in compliance with Section 5806.3 or 5806.4.

Appendix B. Fire-Flow Requirements for Buildings.

Table Bl05.2 is amended to read:

TABLE B105.2
Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE-FLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in TableB105.1(2)

Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2)a	Duration in Table Bl05.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2)a	Duration in Table B105.1(2) at the reduced flow rate

For SJ: 1 gallon per minute= 3.785 Lim

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Appendix C. Fire Hydrant Locations and Distribution.

Table C102.l is amended as follows:

The title of Table Cl02.l is amended to read: TABLE Cl02.l REQUIRED NUMBER AND SPACING OF FIRE

HYDRANTS (footnote hand J)

The heading of the fourth column of Table C102.1 is amended to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT (d, f, g, i)

Footnotes "i" and "j" are added to Table C102.1, to read:

i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.

j. For infill projects within existing single-family residential developments, Section 507.5.1 applies.

Appendix D. Fire Apparatus Access Roads.

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).
Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section Dl 03.2 is amended to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19 958 kg) traction load. The grooves in the concrete surface shall be½ inch (13 mm) wide by½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed **8%,** unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of25 feet (7620 mm) inside and 45 feet (13 716 mm) outside.

Figure D103.1 is amended to read:

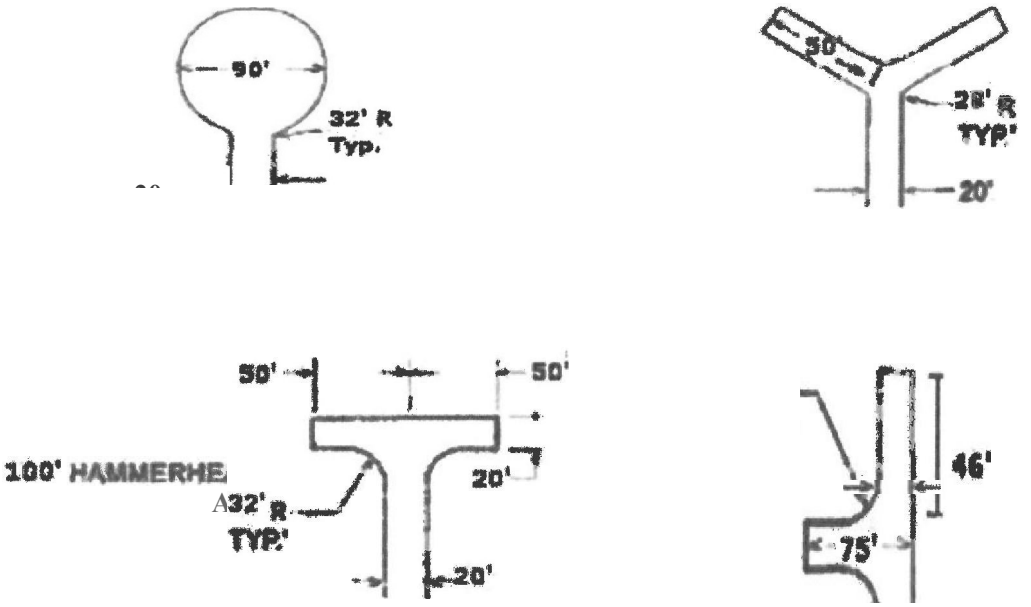


Table D103.4 is amended to read:

Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGT H (feet)	MINIMU M WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20a	None required
151 - 750	20a	100-foot Hammerhead, SO-foot "Y", 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1

Over 750	Special approval required

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

1. The minimum clear width shall be 20 feet (6096mm).
   Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5, to read:

9. All gates shall be installed and located a minimum of 30 feet off the street.

Criteria 10 is added to Section D103.5, to read:

10. At the discretion of the Fire District, a Click2Enter system shall be installed for emergency access.

Section D 103.6 is amended to read:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs.

1. Roadways 20 feet wide. Fire lane signs shall be posted on both sides of the road.
2. Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side of the road, as determined by the fire code official.
3. Emergency evacuation routes. As adopted by the local governing body as part of the local emergency evacuation plan, Fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.
4. Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local law enforcement agencies are authorized to issue citations, order the removal of vehicles, and take other enforcement actions necessary to maintain fire apparatus access roads clear of obstructions. Vehicles parked in violation of this section may be cited and towed at the owner's expense.

Section DI 06.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted in its entirety.
SECTION 3. REPEAL OF FIRE CODE.

Ordinance No. 2022-34, adopting the 2022 California Fire Code with amendments, is hereby repealed.

SECTION 4. REFERENCES TO **PRIOR** CODE.

Unless superseded and expressly repealed, references in City forms, documents, and regulations to the chapters and sections of the Fire Code of Contra Costa County, the Crockett- Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2022, shall be construed to apply to the corresponding provisions contained within the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2025. Ordinance 2022-34 and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 5. VALIDITY.

The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this ordinance or of the 2025 California Fire Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination here from any portion or provision as may be declared invalid.

SECTION 6. MORE RESTRICTIVE REQUIREMENTS.

If requirements are more restrictive than those in this fire code are adopted by the city of Antioch, Bay Point, Bethel Island, Brentwood, Byron, Clayton, Concord, Discovery Bay, Knightsen, Lafayette, Martinez, Oakley, Pittsburg, Pleasant Hill, San Pablo, or Walnut Creek, or the County of Contra Costa, those requirements will apply only within the jurisdiction adopting those requirements.

SECTION 7. EFFECTIVE DATE.

This ordinance becomes effective on January l, 2026 or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code Section 25124, with the names of supervisors voting for and against it.

CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT
FINDINGS IN SUPPORT OF AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, PART 9, CALIFORNIA FIRE CODE

The California Building Standards Commission has adopted and published the 2025 California Fire Code. The purpose of the code is to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises.

Health and Safety Code section 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions.

Ordinance No. 2025-14 adopts the 2025 California Fire Code and amends it to address local conditions. Pursuant to Sections 13869.7, 17958.5, and 17958.7 of the Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the more restrictive standards contained in Ordinance No. 2025-14 are reasonably necessary because of certain local climatic, geological, and topographic conditions that are described below.

Local Conditions

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

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

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

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

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

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

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

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

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly

those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the Cities of San Pablo, Pinole, and Hercules and the communities of North Richmond, El Sobrante, and East Richmond Heights: the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, Pittsburg, Brentwood and Oakley and the unincorporated communities of Bay Point, Bethel Island, Discovery Bay, Knightsen, Byron and Marsh Creek and Morgan Territory.

Because of the size of the Contra Costa County Fire Protection District (733 square miles), the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

(i) Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys, and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

(ii) Surface Features

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

(iii) Buildings, Landscaping and Terrain

Many of the "newer" large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to

the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

Necessity for More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that there are building and fire hazards unique to Contra Costa County that requires the increased fire protection requirements set forth in Ordinance No. 2025-14.

The ordinance amends Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends the statewide Fire Code by incorporating into Chapter 3 (General Precautions Against Fire) the fire districts' exterior fire hazard control. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events as well as standby fire personnel to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads to include protection of designated emergency evacuation routes as adopted by the local governing body as part of their emergency evacuation plan. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The ordinance amends Chapter 50 (Hazardous Materials - General Provisions) of the statewide Fire Code to enhance fire service response and information available to occupancies in the District. The ordinance amends Chapter 56 (Explosives and Fireworks) of the statewide Fire Code to prohibit all fireworks in the District without a permit and an increase to the financial liability for permitted events. The ordinance amends Chapter 57 (Flammable and Combustible Liquids) of the statewide Fire Code to amend where above ground storage tanks may be located. The ordinance amends Chapter 58 (Flammable Gasses and

Flammable Cryogenic Fluids) of the statewide Fire Code to amend where storage may be located. The ordinance amends Appendixes B and C (Fire-Flow Requirements for Buildings, Fire Hydrant Locations and Distribution) of the statewide Fire Code to amend the reduction of fire flow needed and the location of where hydrants are required.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4121 **Agenda Date:** 10/7/2025 **Agenda #:** C.60.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, with local amendments

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS

Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District:

1. INTRODUCE Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, with local amendments, as the Wildland-Urban Interface code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; WAIVE reading; and FIX November 4, 2025 at the Contra Costa County Board of Supervisors Meeting at 9:00 a.m. as the hearing date for the proposed adoption of the ordinance.

2. DIRECT the Clerk of the Board to publish notice of the hearing pursuant to Government Code section 6066.

3. AUTHORIZE the preparation of an ordinance summary by County Counsel and the publication of the summary in accordance with Government Code section 25124.

4. DIRECT the Clerk of the Board of Supervisors to post at its office, and each Fire District to post at its office, a copy of the full text of Ordinance No. 2025-15.

BACKGROUND/REASONS FOR RECOMMENDATIONS

The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which includes the 2025 California Wildland-Urban Interface Code prepared and adopted by the State Fire Marshal. The statewide code becomes effective January 1, 2026.
Although the code applies statewide, Health and Safety Code sections 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide code and establish more restrictive standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. Ordinance No. 2025-15 adopts the 2025 California Wildland-Urban Interface Code and amends it to address local conditions.

The attached ordinance amends the 2025 California Wildland-Urban Interface Code by adoption of the 2024 International Wildland-Urban Interface Code <https://codes.iccsafe.org/lookup/IWUIC2024P1/4311> of the International Code Council (ICC) with necessary California amendments including Chapters 1 - 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance.

Notice of the public hearing will be published in accordance with Government Code section 6066. A summary of the ordinance will be prepared and published in accordance with Government Code section 25124(b).

FISCAL IMPACT:

The fiscal impact is neutral. The adoption of this ordinance will provide the administrative authority to enforce the provisions of the California Wildland-Urban Interface Code as amended.

CONSEQUENCE OF NEGATIVE ACTION:

Without the adoption of the 2025 California Wildland-Urban Interface Code (CWUI) with local amendments, would increase the risk of wildfire spread into neighborhoods, heighten the potential for loss of life and property, and slow community recovery following major fire events. It could also result in higher property damage and insurance costs, reduced eligibility for state and federal wildfire mitigation funding, potential legal exposure for not meeting state safety standards, and erosion of public confidence in the County's commitment to fire and life safety.

Attachments: Ordinance No. 2025-15
Findings in support of Ordinance No. 2025-15

ORDINANCE NO. 2025 – 15 California Wildland-Urban Interface Code

ORDINANCES OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE California Wildland-Urban Interface Code.

Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereby adopt the 2025 California Wildland-Urban Interface Code. These regulations shall be known as the California Wildland-Urban Interface Code, may be cited as such, and will be referred to herein as "this code." The California Wildland-Urban Interface Code is Part 7 of thirteen parts of the official compilation and publication of the adoptions, amendment, and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Wildland-Urban Interface Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the wildland-urban interface code are controlling and enforceable within the limits of each jurisdiction.

Section 1.1 – General

Section 1.1.2 is amended to read:

1.1.2 Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the *California Wildland-Urban Interface Code* of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as "this code."

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas.

508.1 **Scope.**
This section applies to:

1. New residential subdivisions containing 30 or more dwelling units within a designated Wildland-Urban Interface Fire Area.

508.2 General Requirement.
All fences regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating.

508.3 Location.

1. In new developments of 30 or more dwelling units, all perimeter fencing and fencing separating individual lots shall comply with this section.
2. Where a fence abuts a Wildland-Urban Interface Fire Area, any portion of the fence within **30 feet of a structure**.
3. Fence posts, gates, and decorative features shall be constructed of non-combustible materials consistent with this section.

Exceptions:

1. Fences located entirely outside a Wildland-Urban Interface Fire Area and not within 30 feet of a structure.
2. Agricultural or open-space fencing (such as barbed wire, welded wire, or similar non-combustible designs) as approved by the Authority Having Jurisdiction (AHJ).
3. Temporary fencing for construction or erosion control, provided it is removed within 180 days.

CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT
FINDINGS IN SUPPORT OF AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, PART 7, CALIFORNIA WILDLAND-URBAN INTERFACE CODE

The California Building Standards Commission has adopted and published the 2025 California Wildland-Urban Interface Code. The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

Health and Safety Code section 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions.

Ordinance No. 2025-15 adopts the 2025 California Wildland-Urban Interface Code and amends it to address local conditions. Pursuant to Sections 13869.7, 17958.5, and 17958.7 of the Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the more restrictive standards contained in Ordinance No. 2025-15 are reasonably necessary because of certain local climatic, geological, and topographic conditions that are described below.

Local Conditions

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

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

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

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

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

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

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

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

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated

weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the Cities of San Pablo, Pinole, and Hercules and the communities of North Richmond, El Sobrante, and East Richmond Heights: the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco,

Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, Pittsburg, Brentwood and Oakley and the unincorporated communities of Bay Point, Bethel Island, Discovery Bay, Knightsen, Byron and Marsh Creek and Morgan Territory.

Because of the size of the Contra Costa County Fire Protection District (733 square miles), the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20)

percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

(i) Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys, and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

(ii) Surface Features

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

(iii) Buildings, Landscaping and Terrain

Many of the "newer" large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access

problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

Necessity for More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that there are building and fire hazards unique to Contra Costa County that requires the increased fire protection requirements set forth in Ordinance No. 2025-15.

This ordinance incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-331 **Agenda Date:** 10/7/2025 **Agenda #:** C.61.

To: **Board of Supervisors**

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Application to the State Department of Health Care Services for the Behavioral Health Continuum Infrastructure Program.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Health Services Director, or designee, to submit an application for grant funding in an amount not to exceed $35,000,000, made available by the California Department of Health Care Services (DHCS) through the Behavioral Health Continuum Infrastructure Program (BHCIP), Round 2 Unmet Needs Program, for the construction of two (2) social rehabilitation facilities in West Contra Costa County to provide mental health services to Medi-Cal eligible clients with serious behavioral health conditions.

FISCAL IMPACT:
If awarded, County will receive funds from the State of DHCS for BHCIP through their administrator, Advocates for Human Potential, for the construction of public behavioral health facilities. County will be responsible for 10% match of the awarded amount less contingencies. County-owned real property and sunk costs may be used as a match. The County purchased the proposed site at 2523 El Portal in San Pablo for in November 2023. It is anticipated that the equity from this property and costs associated with design will cover the match amount in its entirety. If awarded, County agrees to maintain the use of the property for a period of thirty (30) years for BHCIP funded project, which will be secured through a declaration of restrictions recorded against the portion of the property to be used by the project.

BACKGROUND:
In March of 2024, California voters approved Proposition 1, a two-bill package amending the Mental Health Services Act (Senate Bill 326) and the Behavioral Health Bond Infrastructure Act of 2024 (Assembly Bill 531) to develop and expand an array of community behavioral health treatment and residential facilities through a competitive grant program administered by DHCS with up to $4.4 billion dollars available statewide. In order to develop priorities for the facilities to be developed, Contra Costa Behavioral Health Services has conducted a qualitative and quantitative needs assessment with community stakeholders. This needs assessment identified an additional need for crisis and longer-term residential treatment programs, both secure and voluntary, for adults with serious mental illness, many of whom have a co-occurring substance use disorder and/or are involved with the criminal justice system.

Applications for both purchase of real estate and development and/or remodel costs require site control of the

property, including a deed or executed purchase agreement, as well as preliminary plans (e.g., schematic design); reasonable project budget and timeline with identified development team (i.e., contractor, architect, engineer, etc.); proposed facility types with plan for licensure and certification; and commitment from CCH-BH to fund Medi-Cal services at the location.

Contra Costa Behavioral Health Services intends to submit one application to fund a project for the development of two (2) social rehabilitation facilities at 2523 El Portal in San Pablo. The anticipated total value of all grant applications is anticipated not to exceed $35,000,000. If awarded, services will be funded through Medi-Cal reimbursements and Mental Health Realignment funds. The Division and its contracted provider will be responsible for ongoing maintenance of the property, with specifics finalized in coordination with County Public Works.

The County is not obligated to accept funds from any award that is made. Contra Costa Behavioral Health Services will return to the Board of Supervisors for acceptance of the award and any terms and conditions required by the award.

CONSEQUENCE OF NEGATIVE ACTION:
County will not be eligible to receive funds to invest in BHCIP for Medi-Cal eligible behavioral health clients.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF

A RESOLUTION OF THE BOARD OF SUPERVISORS OF Contra Costa County, a political subdivision of the State of California AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")

WHEREAS:

A. The California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("Department") has issued a Request for Applications, dated May 30, 2025 ("RFA"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("Program"). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 ("Behavioral Health Infrastructure Bond Act of 2024").

B. Contra Costa County, a political subdivision of the State of California ("Applicant"), desires to apply for Program grant funds and has submitted an application for Program grant funds ("Application") to the Department for review and consideration.

C. The Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and Bond and conditions of the RFA, the Application, Program Funding Agreement ("Program Funding Agreement"), and all other legal requirements of the Program.

NOW, THEREFORE, BE IT RESOLVED

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the RFA, and to apply for Program grant funds in a total amount not to exceed $ 35,000,000.

2. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program, and all amendments thereto (collectively, the "Program Documents").

3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Program Funding Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.

4. Dr. Grant Colfax, Health Director, or designee, Dr. Suzanne Tavano, is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4122 **Agenda Date:** 10/7/2025 **Agenda #:** C.62.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Adopt Ordinance Requiring Large Retail Stores within Unincorporated Contra Costa County to stock healthy foods and beverages in checkout areas

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT a report from Contra Costa Health (CCH) with updates on CCH staff activities related to retailer survey and development of an ordinance that promotes the placement of healthy food options at the point of sale in certain stores, since the last report at the September 16, 2025, Board of Supervisors meeting; and

ADOPT Ordinance No. 2025-04, requiring large retail stores, over 2,000 square feet, within unincorporated Contra Costa County to stock healthy foods and beverages in checkout areas, which was introduced on September 16, 2025.

FISCAL IMPACT:
There is no impact to the General Fund as a result of this ordinance. The CCH, Environmental Health Division (EHD) is fully fee supported and any enforcement actions would follow existing cost recovery procedures outlined in County Ordinance Code. Potential fiscal impact could include inspection fees applied by the EHD for retailers who violate the ordinance.

BACKGROUND:
According to the Centers for Disease Control (CDC), children's and adults' consumption of added sugar and sodium has increased the population's risk of developing type 2 diabetes, heart disease, and other chronic health conditions. Grocery and convenience stores are the top sources of foods and beverages, and they generally stock snacks high in sodium, saturated fat, and added sugars in their checkout areas. Studies have shown an association between living in a neighborhood near healthy food options and better dietary quality, higher fruit/vegetable intake, and a lower risk of having a higher body weight, even after controlling for individual-level characteristics. Accordingly, changing the retail environment to include more nutritious food and beverage standards at the points of sale can contribute to better health and well-being of children and families in Contra Costa County.

In Contra Costa County, the 2019 Kidsdata.org analyzed the FitnessGram Report and revealed that 24.5% of 5th and 27.2% of 7th-grade students are obese, with its highest obesity rates among children of color. Rates are highest among communities of color, with over 40% for African Americans, close to 50% for Hispanic and Latinos, and 60% for Native Hawaiian/ Pacific Islanders.

With the above in mind, in May 2022, CCH staff and youth from Bay Area Community Resources (BACR) presented a report to the Board of Supervisors on the potential health benefits of enacting a policy which required that healthy snack options shall be stocked at the point-of-sale. Specifically, the policy would require the placement of healthy food options at the point of sale or checkout queues within stores over 2,000 square feet. The Board of Supervisors accepted the report, and CCH staff was directed to conduct additional research on this matter and to present their findings to the Family and Human Services (FHS) Committee.

In February 2023, CCH and BACR reported on the above directives to the FHS (FHS) Committee. After accepting the report, the FHS Committee directed CCH staff to solicit feedback from the 32 retailers within unincorporated Contra Costa County, who would be subject to the proposed policy, and thereafter, present their findings to the Board of Supervisors.

In the Summer and Fall of 2023, CCH staff conducted two surveys of retailers and held two town hall meetings to garner retailer input on the proposed ordinance and to allow their questions and concerns to be heard. Findings from the surveys and town halls were presented to the Board of Supervisors on November 5, 2024, at which time the Board of Supervisors directed CCH staff to develop an Ordinance promoting the placement of healthy food options at the point of sale in retail stores greater than 2,000 square feet in unincorporated Contra Costa County.

On September 16, 2025, the BOS accepted a report and presentation from CCH that included program activities that have taken place since November 2024, as well as the introduction of Ordinance No. 2025-04 to the BOS.

The attached Ordinance No. 2025-04 would require large retail stores, over 2,000 square feet, within unincorporated Contra Costa County, to stock healthy foods and beverages in their checkout areas. Specifically, the Ordinance requires the subject stores to only sell the following within their checkout areas: (1) foods with no more than five grams of added sugar and no more than 200 milligrams of sodium per labeled serving; (2) gum and mints with no added sugars; and (3) beverages with no added sugar and no artificial sweetener.

To promote this Ordinance and assist the subject retailers in complying with the Ordinance, an “implementation period” of twelve (12) months will be in effect from the effective date of the Ordinance. During this period, no fines or administrative penalties will be imposed against the subject retailers. During the implementation period, subject retailers will be educated about the new Ordinance and receive technical assistance, including guidance on nutrition standards and no penalty inspections. After the implementation period ends, the County will enforce the ordinance as permitted under the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
A lack of healthy food options at a retailer checkout can contribute to higher consumption of unhealthy foods and drinks that lead to poor diets, higher rates of obesity, and other health concerns. This could also impact governmental costs associated with treating diseases resulting from poor nutrition.

CONTRA COSTA HEALTH

2500 Bates Avenue, Suite B | Concord, CA 94520 | Phone: (925) 608-5235 | Fax: (952) 608-5188

To: Contra Costa County Board of Supervisors

From: Sefanit Mekuria, MD, MPH
Director of Public Health
Interim Director of Community Health and Safety Branch

Kristian Lucas, REHS
Director of Environmental Health

Re: Healthy Options at the Point-of-Sale Staff Report

Date: October 7, 2025

I. Background

On May 24, 2022, the Board of Supervisors (BOS) accepted a report from Contra Costa Health (CCH) Nutrition and Physical Activity Project (NPAP) staff and youth from Bay Area Community Resources (BACR) on the potential health benefits of Healthy Options at the Point-of-Sale (HOPS) Ordinance which would require the placement of healthy food options at the point of sale or checkout queues. Staff was directed to conduct additional research on this matter and to present their findings to the Family Human Services (FHS) Committee.

On February 27, 2023, the FHS Committee accepted a report from CCH and BACR regarding healthy food options at the point of sale. The FHS Committee directed staff to solicit feedback from the 32 unincorporated retailers that the proposed ordinance would directly impact and to return to the Board of Supervisors to present the findings.

On May 9, 2023, CCH and BACR staff were scheduled to present survey findings. While the BOS received the report, a presentation was impossible due to a full agenda and the youth's limited availability. However, it was noted that a significant number of the 32 unincorporated retailers had yet to respond to surveys disseminated to garner their input about the proposed healthy retail option ordinance. The BOS directed CCH NPAP staff to conduct a second survey to ensure that all those potentially affected by the proposed ordinance could learn more about it and ask questions. CCH staff implemented the surveys in August 2023 and held two town hall meetings for retailers in October 2023.

On March 25th, 2024, the FHS Committee accepted a report on the findings from the retail survey conducted by staff and their recommendations for further exploration of potential healthy food options at the point-of-sale ordinance. The FHS Committee directed CCH staff to return to the BOS and include in that presentation a map of the impacted stores and an update on the progress made by local

municipalities that have developed and implemented similar policies.

On November 05, 2024, the BOS accepted a staff report and directed CCH staff to work with County Counsel to draft an ordinance on healthy retail at the point of sale in stores greater than 2,000 square feet in unincorporated Contra Costa. The draft will be brought back before the Board of Supervisors for consideration and the nutrition standards for the proposed ordinance are as recommended: foods with five (5) or less grams of added sugar AND 200 mg or less of sodium per serving; gum and mints with no added sugar; beverages with no added sugar and no low- to no-calorie sweeteners.

On June 9, 2025, the FHS Committee approved a staff report updating activities conducted since November 2024. The committee directed CCH staff to research additional retail stores in unincorporated areas identified as "food deserts" to assess whether they would be required to follow the ordinance if it passes. CCH staff were also instructed to ensure the proposed ordinance aligns with policies under consideration by other local jurisdictions, including the City of Richmond.

On September 16, 2025, the BOS accepted a report and presentation from CCH that included program activities that have taken place since November 2024, as well as the introduction of Ordinance No. 2025-04 to the BOS. If passed, Ordinance No. 2025-4 would require retail stores over 2,000 square feet within unincorporated Contra Costa County to stock healthy foods and beverages at the point of checkout.

II. SNAP-Education for a Healthier Retail Environment

Increasing attention has been given to the role of retail food environments in shaping dietary behavior and obesity risk. Studies have shown an association between living in a neighborhood near healthy food options and better dietary quality, higher fruit/vegetable intake, and a lower risk of having a higher body weight, even after controlling for individual-level characteristics.[1]

Current Supplemental Nutrition Assistance Program Education (SNAP-Ed) retail research indicates that food choices are significantly influenced by the environments in which they are made. Placing food and beverages at checkout induces unplanned purchases; thus, unhealthy checkout options undermine consumers' efforts to purchase healthier foods. Snacks near the register increase the likelihood that people will buy those foods. In addition, most candy, soda, and chips in checkout aisles are placed at eye level and within reach of children, undermining parents' efforts to provide their children with a well-balanced diet. In a national study, one in three adults reported purchasing food from the checkout aisle during their last shopping trip, with lower-income shoppers more likely to buy from checkout than higher-income shoppers.[2]

In Contra Costa County, the 2019 Kidsdata.org analyzed the FitnessGram Report and revealed that 24.5% of 5th and 27.2% of 7th-grade students are obese, with the highest obesity rates among children of color. Rates are highest among communities of color, with over 40% for African Americans, close to 50% for

[1] Pem D, Jeewon R. Fruit and Vegetable Intake: Benefits and Progress of Nutrition Education Interventions- Narrative Review Article. Iran J Public Health. 2015 Oct;44(10):1309-21. PMID: 26576343; PMCID: PMC4644575.

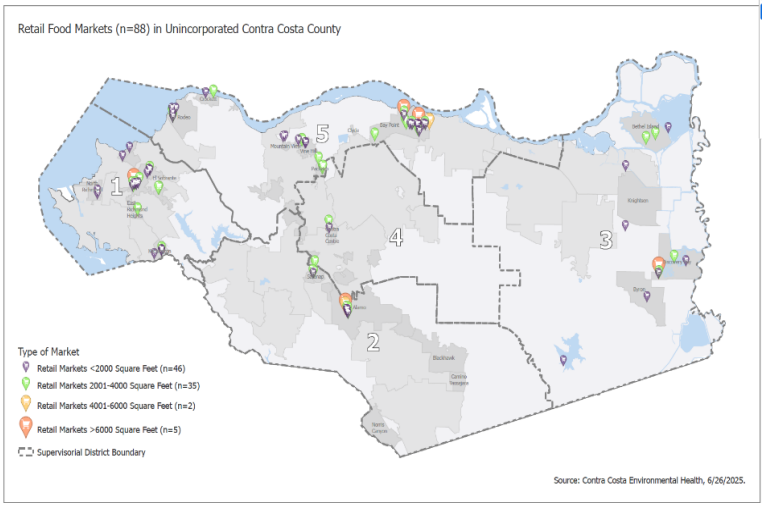
[2] Martin SS, Aday AW, Almarzooq ZI, et al.; American Heart Association Council on Epidemiology and Prevention Statistics Committee; Stroke Statistics Subcommittee. 2024 heart disease and stroke statistics: a report of US and global data from the American Heart Association. *Circulation.* 2024;149:e347–913.

Hispanic and Latinos, and 60% for Native Hawaiian/ Pacific Islanders. While many factors contribute to poor nutritional health, research suggests that communities without access to grocery stores are at higher risk of being overweight or obese, as they are often inundated with fast food restaurants and convenience stores that sell less nutritious foods. This combination is especially prevalent in low-income urban and communities of color, where fast and unhealthy foods are more readily available than nutritious options.[3] Promoting SNAP-Ed healthy retail strategies at the point of sale would be a valuable tool to help improve the nutritional health of Contra Costa residents.

III. Ordinance No. 2025-4

Ordinance No. 2025-04 will require large retail stores over 2,000 sq feet in unincorporated Contra Costa to stock foods and beverages with 5 or less grams of added sugar and 200 mg or less of sodium per serving; gums and mints with no added sugar; beverages with no added sugar and no artificial sweeteners in its checkout areas, including any area within three feet of a register or any area that is designated primarily for or utilized primarily by customers to wait in line to make a purchase at a register, up to and including the checkout endcap.

It should be noted that after the initial assessment of retailers in the unincorporated area of Contra Costa between 2021-24, CCH staff identified 32 retail outlets. However, an additional 10 retail stores have since opened, bringing the total to 42 stores that will be impacted by the implementation of this ordinance. The map to the right shows the total number of markets within the unincorporated areas of the county, serving as a comparison to the current recommendations made by CCH. A list of the impacted stores, over 2,000 sq. ft., can be found in Appendix A.



IV. Ordinance Adoption and Implementation

Once Ordinance No. 2025-04 is effective (30 days after its adoption), there will be a 12-month implementation period. During the implementation period, the CCH Environmental Health staff will not conduct any penalty inspections, and will, upon request, educate and provide technical assistance to large retail stores, including providing guidance on nutrition standards.

After the implementation period ends, the CCH Environmental Health staff will enforce this Ordinance during inspections of large retail stores, and will respond to complaint-based investigations, with reinspection fees as necessary.

[3] Morland KB, Evenson KR. Obesity prevalence and the local food environment. Health Place. 2009 Jun;15(2):491-495. doi: 10.1016/j.healthplace.2008.09.004. Epub 2008 Oct 7. PMID: 19022700; PMCID: PMC4964264.

V. Recommendations

ACCEPT a report from Contra Costa Health (CCH) with updates on CCH staff activities related to retailer survey and development of an ordinance that promotes the placement of healthy food options at the point of sale in certain stores, since the last report at the September 16, 2025, Board of Supervisors meeting.

ADOPT Ordinance No. 2025-04, requiring large retail stores, over 2,000 square feet, within unincorporated Contra Costa County to stock healthy foods and beverages in checkout areas, which was introduced on September 16, 2025.

APPENDIX A

Retail Food Markets >2000 sq. ft. in the Unincorporated County

BUSINESS NAME	STREET ADDRESS	CITY, STATE ZIP	PERMIT CATEGORY
RITE AID 5907	130 ALAMO PLZ	ALAMO, CA 94507	0617 - RETAIL MARKETS 4001-6000 SQ FT (RISK 1)
7 ELEVEN 14172D	1497 DANVILLE BLVD	ALAMO, CA 94507	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
SAFEWAY STORE 962	200 ALAMO PLZ	ALAMO, CA 94507	0618 - RETAIL MARKETS >6000 SQ FT (RISK 1)
CVS PHARMACY 9991	3158 DANVILLE BLVD	ALAMO, CA 94507	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
ALAMO LIQUORS	3168 DANVILLE BLVD STE A	ALAMO, CA 94507	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
WALGREENS 13026	2700 WILLOW PASS RD	BAY POINT, CA 94565	0618 - RETAIL MARKETS >6000 SQ FT (RISK 1)
CE 50147	1805 WILLOW PASS RD	BAY POINT, CA 94565	0617 - RETAIL MARKETS 4001-6000 SQ FT (RISK 1)
BEVERAGE HOUSE LIQUOR #15	211 PORT CHICAGO HWY	BAY POINT, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
LA CHICANA MARKET	2243 WILLOW PASS RD	BAY POINT, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
ABUELITAS MARKET	3165 WILLOW PASS RD	BAY POINT, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
COLONIAL ENEGRY LLC	3575 WILLOW PASS RD	BAY POINT, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
LA FIESTA MEXICANA MARKET INC	620 PORT CHICAGO HWY	BAY POINT, CA 94565	0618 - RETAIL MARKETS >6000 SQ FT (RISK 1)
7 ELEVEN 16693C	774 PORT CHICAGO HWY	BAY POINT, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
GATEWAY GAS AND MART, LLC	3615 GATEWAY RD	BETHEL ISLAND, CA 94511	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
BETHEL MARKET	6235 BETHEL ISLAND RD	BETHEL ISLAND, CA 94511	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
JA AJ CHEVRON	1001 WILLOW PASS CT	CONCORD, CA 94520	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
J & L MARKET	491 POMONA AVE	CROCKETT, CA 94525	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
SAFEWAY STORE 1917	14840 HIGHWAY 4	DISCOVERY BAY, CA 94505	0618 - RETAIL MARKETS >6000 SQ FT (RISK 1)
MICHAELS MARKET	1502 DISCOVERY BAY BLVD	DISCOVERY BAY, CA 94505	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
CVS PHARMACY 9565	14830 HIGHWAY 4	DISCOVERY BAY, CA 94514	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
LOOP CONVENIENCE STORE @ SHELL	3621 SAN PABLO DAM RD	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
DOLLAR TREE 06080	3730 SAN PABLO DAM RD	EL SOBRANTE, CA 94803	0618 - RETAIL MARKETS >6000 SQ FT (RISK 1)
JACKSONS FOOD STORES #203	500 APPIAN WY	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
APPIAN FOOD & LIQUOR	4247 APPIAN WY	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
J & A MARKET	5325 VALLEY VIEW RD	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
JAY VEE LIQUORS	3640 SAN PABLO DAM RD	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
GSS FOOD STOP	3800 SAN PABLO DAM RD # A	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
GOLDEN GATE PETROLEUM	5329 SAN PABLO DAM RD A	EL SOBRANTE, CA 94803	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
YOUNGS MARKET	285 ARLINGTON AVE	KENSINGTON, CA 94707	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
7 ELEVEN 23837D	4001 PACHECO BLVD	MARTINEZ, CA 94553	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
ONE STOP MARKET	5206 PACHECO BLVD	PACHECO, CA 94553	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
7 ELEVEN 2369 32993B	5844 PACHECO BLVD	PACHECO, CA 94553	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
A 1 LIQUOR & FOOD	81 CENTER AVE	PACHECO, CA 94553	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
COLONIAL ENERGY CE 50149	254 BAILEY RD	PITTSBURG, CA 94565	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)

ARLINGTON MARKET	6462 ARLINGTON BLVD	RICHMOND, CA 94805	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
PALM FOOD MARKET	640 PARKER AVE	RODEO, CA 94572	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
BEVBOX RODEO - HERCULES	386 PARKER AVE	RODEO, CA 94572	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
SUPER STOP	718 4TH ST	RODEO, CA 94572	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
GREEN FISH SEAFOOD MARKET	2251 OLYMPIC BLVD	WALNUT CREEK, CA 94595	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
OLYMPIC LIQUOR & GROCERY	2400 OLYMPIC BLVD 1	WALNUT CREEK, CA 94595	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
7 ELEVEN 16990G	1248 BOULEVARD WY	WALNUT CREEK, CA 94596	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)
7 ELEVEN 2365-29908C	3116 OAK RD STE G	WALNUT CREEK, CA 94597	0616 - RETAIL MARKETS 2001-4000 SQ FT (RISK 1)

ORDINANCE NO. 2025-04

ORDINANCE REQUIRING LARGE RETAIL STORES TO STOCK HEALTHY FOOD AND BEVERAGES IN CHECKOUT AREA

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. SUMMARY. This Ordinance adds Article 413-3.22 to the County Ordinance Code to require large retail stores within unincorporated Contra Costa County to stock healthy foods and beverages in checkout areas.

SECTION II. Article 413-3.22 is added to the County Ordinance Code to read:

413-3.2202 Purpose and Applicability.

(a) The County of Contra Costa recognizes that poor nutrition is one of the leading causes of preventable and deadly illnesses, including obesity and diabetes, both of which are prevalent in the County. Diets with an excess of added sugars and sodium are correlated to adverse health issues. The County also recognizes that food and beverage choices are strongly affected by the environment in which they are made, and that the placement of unhealthy snacks and beverages near checkout at retail stores increases the likelihood that consumers purchase those unhealthy snacks. The purpose of this Article is to promote health and the general welfare of the community by requiring large retail stores to stock healthy food and beverage options in checkout areas.

(b) The requirements of this Article apply within the unincorporated area of Contra Costa County. (Ord. 2025-04 § 2.)

413-3.2204 Definitions. For purposes of this Article, the following words and phrases have the following meanings:

(a) "Added sugars" means sugars added during the processing of food and beverages, or are packaged as such, and include sugars (free, mono and disaccharides), sugars from syrups and honey, and sugars from concentrated fruit or vegetable juices that are in excess of what would be expected from the same volume of 100 percent fruit or vegetable juice of the same type.

(b) "Artificial sweetener" means a sweetener with few to no calories that has a higher intensity of sweetness per gram than sucrose.

(c) "Checkout Area" means any area that is accessible to a customer of a large retail store that is either:

(1) Within three feet of any register; or

(2) Designated primarily for or utilized primarily by customers to wait in line to make a purchase at a register, up to and including the checkout endcap.

(d) "Checkout endcap" means a product display placed at the endpoint of an area designated primarily for or utilized primarily by customers to wait in line to make a purchase.

(e) "Large retail store" means an establishment over 2,000 square feet within the unincorporated area of Contra Costa County that is subject to Section 413-3.604 of this code.

(f) "Register" means a device used for monetary transactions that calculates the sales of goods and displays the sales amount for the customer. (Ord. 2025-04 § 2.)

413-3.2206 Healthy Checkout Areas.

A large retail store, at all hours while it is open to the public, must ensure that all food and beverages sold in its checkout areas fall within the following categories:

(a) Foods with no more than five grams of added sugar and no more than 200 milligrams of sodium per labeled serving.

(b) Gum and mints with no added sugars.

(c) Beverages with no added sugar and no artificial sweetener. (Ord. 2025-04 § 2.)

413-3.2208 Enforcement.

(a) For 12 months after the effective date of this ordinance, no fines or administrative penalties will be imposed under this ordinance. During this 12-month period, called the "implementation period," the County:

(1) Will, upon request, educate and provide technical assistance to large retail stores, including providing guidance on nutrition standards; and

(2) Will not conduct any penalty inspections.

(b) After the implementation period ends, the County will enforce this ordinance when it conducts inspections of large retail stores in accordance with Chapter 413-3. A large retail store shall allow access to its premises for inspections and violation reinspections

for the purpose of verifying that it is operating in compliance with the requirements of this Article.

(c) After the implementation period ends, the County may seek compliance with this Article by any remedy allowed under this code, including but not limited to, administrative fines (Chapter 14-12), suspensions and revocations (Article 413-3.14), and any other remedy allowed by law.

(d) Inspection and violation reinspection fees will be in amounts established by the Board of Supervisors in the Health Services Department's fee schedule. (Ord. 2025-04 § 2.)

SECTION III. EFFECTIVE DATE. This ordinance becomes effective thirty (30) days after the date of its passage. Within fifteen (15) days after passage, this ordinance shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

_____
Board Chair

By: _____
Deputy

[SEAL]

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4123 **Agenda Date:** 10/7/2025 **Agenda #:** C.63.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Draeger, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Draeger, Inc. in an amount not to exceed $748,972 and the Sale Agreement for the purchase of anesthesia machines and accessories for Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $748,972 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
The Operating Room at CCRMC currently has seven anesthesia machines that are past their product life expectancy and are experiencing frequent breakdowns, almost on a daily basis. Each machine is inspected every morning; however, while some may pass quality control checks, others do not. Additionally, machines that initially pass inspection may sometimes fail during surgery, posing a serious risk of catastrophic outcomes. Therefore, CCRMC is requesting the purchase of new anesthesia equipment to ensure patient safety and maintain reliable surgical operations.

The AtlanXL IACS GWTF R is a specific configuration of the Dräger Atlan A350 XL anesthesia workstation integrated with the Infinity Acute Care System (IACS). It delivers advanced anesthesia capabilities and continuous patient monitoring at the bedside. The Atlan A350 XL features an electronically controlled, electrically driven piston ventilator. This provides precise tidal volume delivery, even at low volumes, supporting lung-protective strategies. The workstation offers customizable screen layouts and decision-support tools to help clinicians make informed decisions. It is designed for flexibility, allowing users to tailor and upgrade the system as needed. Its consistent user interface across devices reduces training time for operating room staff. The Infinity Acute Care System (IACS) enables uninterrupted patient monitoring from admission to discharge. It integrates real-time patient data with networked clinical applications at the bedside. This helps improve clinical decision-making. The IACS also provides system interoperability by displaying respiratory and hemodynamic data together. This offers a more comprehensive view of the patient's condition.

As part of the Sale Agreement, the Draeger, Inc. Terms and Conditions of Sale require Draeger, Inc. and the County to indemnify the other Party and its affiliates from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by negligence or

willful misconduct and provide prompt written notice of any third-party claim. Additionally, the limitation of liabililty provision provides that in no event shall any party be liable to the other party or their affiliates, whether in contract, tort (including negligence), strict liability, indemnity, or any other legal theory, for lost profits or lost stored, transmitted, or recorded data, or for any special, consequential, incidental, punitive, or exemplary damages, except as expressly stated in this agreement. Draeger's maximum liability is equal to the actual purchase price for the product that gives rise to the claim.

Draeger, Inc. is a supplier of the Vizient Group Purchasing Organization (GPO), which means that CCRMC, a Vizient member, is eligible to receive substantial rebates and access lower pricing. This purchase is governed by the Vizient Supplier Agreement entered into between Vizient Supply, LLC and Draeger, Inc. on July 1, 2020 and as amended on April 1, 2024. (Agreement No. CE7151). Utilizing CCRMC's GPO membership for this purchase furthers our shared dedication to delivering high-quality, cost-effective healthcare solutions.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will not be able to ensure the safe delivery of anesthesia during surgeries, which could jeopardize patient safety, delay surgical procedures, and disrupt overall operating room operations.

Dräger Technology for Life

SALE AGREEMENT # 002261

Draeger:
Draeger, Inc.
(referred to herein as "Draeger")
3135 Quarry Road
Telford, PA 18969
Primary Contact: Chris Gilsenan
Contact E-mail: chris.gilsenan@draeger.com
Contact Telephone: (415) 816-6704

Customer:
Contra Costa Regional Medical Center
(referred to herein as "Customer")
2500 Alhambra Avenue
Martinez, CA 94553
Primary Contact: Ria Fikrat
Contact E-mail: ffikrat@cchealth.org
Contact Telephone: (925) 708-7715

This Sale Agreement # 002261 ("Sale Agreement"), effective as of the last date on which this document is fully executed by all Parties (the "Effective Date"), is hereby entered by and between Draeger and Customer (referred to herein singularly as "Party" and collectively as "Parties").

1. **Agreement Documents.** The term "Agreement" means this Sale Agreement and the schedules attached to this Sale Agreement, all of which are hereby incorporated herein by reference, and any signed written amendments to the Agreement that may be entered by Parties. In addition, the terms and conditions of the contract identified below ("Group Contract") are hereby incorporated by reference into the Agreement and are applicable with regard to the modality or modalities covered by the respective Group Contract:

Modality	GPO/IDN/ Buying Group Name	Group Contract Reference #	Group Contract Effective Date
Anesthesia	Vizient	CE7151	January 1, 2020

The terms and conditions of each Group Contract shall continue for the term of this Agreement regardless of the duration of the Group Contract. The terms and conditions specified in Schedule C, attached hereto, are intended to address areas not covered in the terms and conditions of the GPO Contract; therefore, to the extent there is any conflict among the terms and conditions specified in Schedule C and the terms and conditions of the GPO Contract, the GPO Contract shall govern. In the event of any other conflict among the documents comprising the Agreement, the precedence of control shall be (i) this Sale Agreement (without reference to Schedule C), (ii) the applicable GPO Contract, and (iii) Schedule C.

Except as expressly stated in this Agreement, no printed terms and conditions on a purchase order, invoice, or other instrument shall apply to the sale and provision of Products (as defined below) during the Term specified in Section 5 by Draeger to Customer.

2. **Product Orders.** Customer shall purchase the Goods listed on Schedule A ("Goods") and the Services listed on Schedule A, as further described on Schedule B ("Service"). Goods and Services are referred to herein collectively as "Products." A Customer shall order Product by submitting a purchase order for Product to Draeger. Products may be changed by a revision of Schedule A signed by both Parties.

3. **Product Pricing.** The cost of Goods and fees for Service are as specified on Schedule A. All Product pricing is subject to change at the time of renewal or extension of the Agreement. Price

changes may become effective prior to renewal or extension of the Agreement by written agreement signed by both Parties.

4. **Discounts.** The Parties acknowledge that any discounts constitute discounts or other price reductions under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). To the full extent required by law, Customer is hereby informed and acknowledges that it must properly disclose this and any other "bonus, discount, rebate, or other reduction in price" provided to Customer by Draeger to any state or federal program that provides cost or charge-based reimbursement to such customer for Service. Customer acknowledges that Draeger may be required to report the dollar amount of value of anything received by Customer other than Service paid for price designated under this Agreement and such information may be made public depending on applicable law.

5. **Delivery Date.** In the event Customer is not ready for Goods to be delivered on the confirmed delivery date, Customer must notify Draeger thirty (30) days prior to confirmed delivery date to reschedule. If Customer fails to provide the required notification, Draeger may invoice Customer for Goods and any additional costs to hold Goods until Customer is ready for delivery.

6. **Term.** The term of this Agreement shall commence on the Effective Date and continue until completion of the delivery of the Goods and the performance of the Services, if any, detailed in Schedule A (the "Term"), unless terminated earlier in accordance with the terms of the Agreement. Notwithstanding the foregoing, the provisions of the Agreement regarding indemnification, limitations on liability, warranty, confidentiality, and legal notice, shall survive the Term.

7. **Authorization of Signatures.** Each Party represents and warrants that the person or persons signing this Agreement on its behalf has legal capacity to execute and deliver this Agreement. If a Party executes this Agreement by electronic signature, the respective Party represents and warrants that such electronic signature is recognized by such Party as an authorized means of execution to legally bind such Party to the terms of this Agreement.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement as of the Effective Date.

Draeger, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contra Costa County on Behalf of Contra Costa Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE A

Customer agrees to purchase the Products listed below for the identified devices. The Products may be modified by written revision or addition to this **Schedule A** executed by both Parties.

Quote No. 136323554 (*for reference purposes only)*

Dräger

Quotation

Customer no.
91040904

Quotation no. 136341589 | **Date of offer** 08/19/2025
Please reference on inquiries

Customer
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Payer 91040904
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Your request
08/19/2025
AtlanXL IACS C500 R3

Ship-To party 91040904
CONTRA COSTA REG MED CTR
2500 ALHAMBRA AVE
MARTINEZ CA 94553-3156

Your contact person

CHRIS GILSENAN
Tel.: 415-816-6704
chris.gilsenan@draeger.com

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: **136341589**
Responsible: **CHRIS GILSENAN**

Telephone: 415-816-6704
Fax:
E-mail: chris.gilsenan@draeger.com

Best regards
Draeger Inc.

Draeger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road; Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
http://www.draeger.com

Remit to:
LOCKBOX (Standard USPS)
Draeger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS - Lockbox Operations
Attn:Draeger, Inc., Lockbox #13369
101 Woodcrest Road
Suite 201
Cherry Hill, New Jersey 08003

Remit US Wire Transfers to:
Account Name: Draeger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005

Dräger

Quotation

Customer no.
91040904

Quotation no.	Date of offer
136341589	08/19/2025

Please reference on inquiries

Payer
91040904

Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			National account: Vizient Anes Tier 2			
			VIZIENT CONTRACT #CE7151			
			FOB: DESTINATION/PREPAY AND ADD TO INVOICE			
			PAYMENT TERMS: 30 DAYS FROM DATE OF INVOICE			
			Note: Product Pricing and Payment Terms governed by the Capital Equipment Supplier Agreement CE7151 between Vizient and Draeger Inc.			
0010	7 EA	8621600	**Atlan A350 XL**			
			Specif.national properties Target country USA Pacific Time - Los Angeles St. NEMA 5-15P, ANSI C73 5-15P			
			*** **Main configuration** *** Chassis with central brake			
	7 EA	OPC5913	Trolley variant (US) A350 XL Atlan software 2.00	22,540.21		157,781.47
	7 EA	OPC5914	Electronic gas mixer Device can be used with N2O	4,638.21		32,467.47
	7 EA	OPC5955	El.3-gas mixer, Adv.Cyl.Supp.	2,183.06		15,281.42
	7 EA	OPC5917	Patient gas module xGM AutoID W/ real gas test O2	6,909.52		48,366.64
	7 EA	OPC5925	Dräger Auto Exclusion, 2 vap. Vaporizers are not included and must be ordered separately.	758.36		5,308.52
	7 EA	9510768	QRG Atlan SW 2.0n en us	16.01		112.07
			*** **Gas supply** *** For hanging gas cylinders			
	7 EA	8609515	Cylinder holder Pin-Index	1,066.39		7,464.73

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Customer no.
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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			Press. red. O2, for small cyl.			
	7 EA	MK06316	Pressure reducer O2, Pin Index W/ Dräger pressure reducer	1,410.83		9,875.81
			Press. red.AIR, for small cyl.			
	7 EA	MK06318	Pressure reducer AIR,Pin Index W / Dräger pressure reducer	1,452.85		10,169.95
			Press. red.N2O, for small cyl.			
	7 EA	MK06317	Pressure reducer N2O,Pin Index	1,452.85		10,169.95
			*** Vent. & monitoring options ***			
	7 EA	OPC5936	Spontaneous Breathing Support	2,190.82		15,335.74
	7 EA	OP50001	Auto-On	1,296.00		9,072.00
	7 EA	OPC5937	AutoFlow	2,527.88		17,695.16
	7 EA	OPC5939	Advanced gas monitoring, US	1,174.82		8,223.74
	7 EA	OPC5940	Advanced trends	442.38		3,096.66
	7 EA	OPC5941	Adv. ventilation monitoring	758.36		5,308.52
	7 EA	OPC5942	Advanced neonatal support	1,011.15		7,078.05
	7 EA	OPC5943	Expert views	1,011.15		7,078.05
	7 EA	OP50000	Lung Recruitment	2,800.22		19,601.54
	7 EA	8605088	Breathing bag arm, flexible	571.87		4,003.09
			***** Required accessories *****			
	7 EA	8621751	Pneumatic nozzle, set 4 pcs Spirolog, 5 pcs.	46.31		324.17
			Adapter for CLIC absorber			
	42 EA	MX00004	CLIC Absorber 800+, 6pcs	16.10		676.20
	7 EA	OPC5946	AGS, active	261.21		1,828.47
	7 EA	8605566	Control valve NPT	283.79		1,986.53
			***** Endotracheal suction *****			
	7 EA	4118454	Endotr. suction, DISS, VAC US	536.61		3,756.27
			***** Hardware components *****			
	7 EA	8620513	Anesthesia workstation light	504.00		3,528.00
	7 EA	OPC5948	Manometer	433.95		3,037.65
	7 EA	8609735	Organizer insert for drawer	172.68		1,208.76
	7 EA	OPC5949	Pull-out writing tray	442.38		3,096.66
	7 EA	8609023	Additional system rail, 410 mm	93.18		652.26
			*****Central gas supply hoses*****			
			Central gas supply hoses			

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			***** Power socket strip *****			
			2 power socket strips			
			Monitoring and syringe pumps			
			W/ prep. for pat. monitoring			
			IACS C500			
			***** Selection CS hoses *****			
			with O2			
			with N2O			
			with AIR			
			with VAC			
			with WAGD			
			DISS/CGAV-5 / Nipple+Nut Hand			
			Length of CS hoses 15ft			
	7 EA	4199591	O2 CS hose, 15 ft DISS, Hand	103.49		724.43
	7 EA	4199595	N2O CS hose, 15ft, DISS, Hand	103.49		724.43
	7 EA	4199593	AIR CS hose 15ft DISS Hand	103.49		724.43
	7 EA	4199589	VAC CS hose, 15 ft, DISS, hand	88.17		617.19
	7 EA	MP20030	WAGD CS hose Hand/DISSN 15ft	66.87		468.09
			****Power socket strip PSS300****			
	7 EA	OPC5976	Core unit JP/USA/CAN 2X	859.47		6,016.29
	7 EA	OPC5956	w. Mounting set power strip	34.38		240.66
	7 EA	8609878	Atlan holder socket strip	213.49		1,494.43
			***** Workstation Mounting *****			
			IACS screen, on top			
			* IT Monitor, on the right			
			Preparation for IT monitor			
			Medical Grade PC/ACL OR PC			
	7 EA	G96811	VESA adapter 75x100	43.82		306.74
			Connectivity to Monitoring			
			Power supply cable, 3 m			
	7 EA	8609868	PS IACS/IDS holder for rail	215.28		1,506.96
	7 EA	OPC5648	IACS preparation w/ P2500	2,831.69		19,821.83
	7 EA	G37928	Swivel arm, 400 mm, M500	1,195.92		8,371.44
	7 EA	4118453	Standard rail, pivoting	208.52		1,459.64
	7 EA	G15225	Hooks for rail (10 pcs)	21.54		150.78
	7 EA	OPC5649	M500 accessories hook, 2 pcs.	56.07		392.49
	7 EA	8609600	Cover plate swivel + tilt VESA	755.53		5,288.71
	7 EA	G38694	Liftarm short+200mm+keyb, VESA	2,533.68		17,735.76

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	7 EA	2M60401	Cable holder for channel	175.74		1,230.18
			***** Connectivity *****			
	7 EA	OPC5960	Data connectivity to IACS	0.08		0.56
			Value Atlan A350 XL			**480,860.59**
0020	**7 EA**	**MS25510**	**IACS Monitoring with C500** Depending on the configuration, dangerous goods may be included. ****Specif.national properties**** Target country USA Pacific Time - Los Angeles **** Medical Cockpit **** Monitoring with C500 **** Care unit **** OR/Induction (Periop) **** Workstation mounting **** With a new Draeger device Atlan			
			****Infinity Acute Care System****			
	7 EA	OP90373	Monitoring with C500 **** SpO2 technology **** Masimo MCable RAINBOW SET MCABLE SpO2 pod mounting	9,878.73		69,151.11
			***Expanded monitoring promotion**			
	7 EA	OP90168	SW opt 12-lead ECG monitoring	0.01		0.07
	7 EA	OP90169	SW option Arrhythmia II	0.01		0.07
	7 EA	OP90170	SW option Multi IBP	0.01		0.07
			**** IFUs **** * Single set of IFU/s			

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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			* Supplied per order. ADDITIONAL MANUAL NOT ORDERED			
			Value IACS Monitoring with C500			**69,151.32**
0030	**7 EA**	**MS26297**	**SHP ACC CABLE HOOK M500**	28.90		202.30
0040	**20 EA**	**MP00881**	**ECG 5-Lead, Single-Patient Use, IEC2**	11.42		228.40
0050	**7 EA**	**MP03404**	**ECG 5-Lead single-p AHA, 1.5m** ECG cable, 5-Lead, single-pin connector, reusable, AHA (IEC2), 1/1.5 m	217.85		1,524.95
0060	**7 EA**	**MP05115**	**ECG 6-lead Extension cbl 2m** ECG extension cable, 6-lead, 2m	154.73		1,083.11
0090	**7 EA**	**MP00913**	**NBP Cuff S, 17-25/29cm**	26.27		183.89
0100	**7 EA**	**MP00916**	**NBP Cuff M+, 23-33/43cm**	26.27		183.89
0110	**7 EA**	**MP00918**	**NBP Cuff L, 31-40cm**	28.99		202.93
0120	**7 EA**	**MP00953**	**NBP extension hose, adult 3,7m**	90.59		634.13
0130	**7 EA**	**MS20783**	**INFINITY MCABLE DUAL HEMO**	406.09		2,842.63
0140	**7 EA**	**MS22147**	**TRANSD CABLE BAXTER/EDWARDS**	133.17		932.19
0150	**7 EA**	**5204644**	**TEMP. PROBE, REUS., ADULT, 3M**	211.62		1,481.34
0160	**7 EA**	**5198333**	**TEMP PROBE ADAPTER CABLE**	70.20		491.40
0170	**7 EA**	**MS28144**	**INFINITY M500 TRANS DOCK/CLAMP**	318.75		2,231.25
0200	**7 EA**	**MS26297**	**SHP ACC CABLE HOOK M500**	28.90		202.30
0210	**7 EA**	**MS22948**	**EXPORT PROTOCOL CABLE, PS250**	137.70		963.90
0240	**7 EA**	**4119073**	**Adapter-DISS M/QC-O2-Ohmeda** Adapter O2, DISS male/Ohmeda-O2 coupling	70.68		494.76

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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
0250	**7 EA**	**4119070**	**Adapter-DISS M/QC-N2O-Ohmeda** Adapter N2O, DISS male/Ohmeda-N2O coupling	70.68		494.76
0260	**7 EA**	**4119071**	**Adapter-DISS M/QC-AIR-Ohmeda** Adapter AIR, DISS male/Ohmeda-AIR coupling	70.68		494.76
0270	**7 EA**	**4119072**	**Adapter-DISS M/QC-VAC-Ohmeda** Adapter VAC, DISS male/Ohmeda-VAC coupling	70.68		494.76
0280	**7 EA**	**4119074**	**Adapter-DISS M/QC-EVAC-Ohmeda** Adapter EVAC, DISS male/Ohmeda-EVAC coupling	70.68		494.76
0290	**7 EA**	**M35054**	**Vapor 2000** **** Specif.national propert. **** Target country USA ***** Selection of Vapor *****			
	7 EA	OPC0096	* Sevoflurane	3,621.38		25,349.66
	7 EA	OPC5417	* Plug-in ad. Auto Exclusion * Filling system Dräger Fill * Dräger	288.59		2,020.13
			***** Accessories for Vapor *****			
	7 EA	M36120	* Filling adap.Dräger Fill Sev	79.81		558.67
			Value Vapor 2000			**27,928.46**
0300	**7 EA**	**M35500**	**D-Vapor** Contains Battery, dry (NiMH); Not restricted, as per ADR, IMDG and IATA SP A199			

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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			**** Specif.national propert. **** Target country USA St. NEMA 5-15P, ANSI C73 5-15P			
	7 EA	OPC5276	***** Version ***** * Plug-in ad. Auto Exclusion * Filling sys Safe-FIL Baxter * Dräger * Country-specific power cable	9,049.46		63,346.22
			Attention dangerous goods! **UN-Number: UN3496**			
			Value D-Vapor			**63,346.22**
0340	**7 EA**	**NA10923**	**CASTrGARD, X-large (Set of 4)**	202.00		1,414.00
0360	**5 EA**	**1979570**	**Clinical Support Anesthesia.8hsegm.**	1,583.55	100.00	0.10
0370	**2 EA**	**3732594**	**Atlan Seminar**	8,794.29		17,588.58
			The seminar offer associated with this Sales Order is valid for 2 years from the date of the Sales Order. The Participant that registers for and attends the seminar associated with this Sales Order must be an employee of the purchasing facility and registration is not transferrable. Employment verification is required during the seminar registration process. For Schedule and Registration Information please contact: Evelyn Mackiewicz Operations Systems Support-Service Dir. +1 215 660-2374			

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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			Tel +1 800 437-2437 OPT 4 Fax +1 215 723-5935 Evelyn.Mackiewicz@draeger.com			
0380	7 EA	1903595	Freight charges - Periop	985.00		6,895.00
			Net value excl. Sales Tax			**683,046.68**
			+ Net Sales Tax			**65,924.80**
			Total amount			**748,971.48**

Customer is hereby informed that section 1128B(b) of the Social Security Act may apply, which requires that discounts and other reductions in price or the existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a Federal or State Health Program.

PLEASE CHECK THIS QUOTE / ORDER CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.

Draeger, Inc. and the Customer agree that the purchase of any product or service pursuant to this document is subject to the attached terms and conditions, which are incorporated by reference. In the event the purchases are being made under a GPO identified in this document, those terms and conditions are also incorporated by reference. If there is a conflict between the

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Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
			GPO terms and conditions and the attached terms and conditions, the GPO terms and conditions shall control.			
			Delivery time 10 Week/s after rec. of order *			
			Payment terms: 30 days after invoice date			
			Offer valid until: 09/04/2025			
			In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.			
			In response to recent changes in import duties, Draeger may implement surcharges on selected products to offset a portion of the additional costs currently imposed on our products. These surcharges may be adjusted or removed at any time based on future developments. Due to the new international trade policies and import duties, there may be delays in Customs clearance impacting delivery schedule. Draeger continues to strive toward reasonable timeliness of delivery.			

SCHEDULE B

RESERVED FOR FUTURE USE

SCHEDULE C

Additional Terms and Conditions

DRAEGER, INC. SUPPLEMENTAL TERMS AND CONDITIONS OF SALE
PURSUANT TO PURCHASES UNDER APPLICABLE CAPITAL EQUIPMENT SUPPLIER AGREEMENT WITH VIZIENT SUPPLY, LLC
(CE7151/CE7292/CE3332/CE3031/CE7206)

NEGOTIATED SPECIFICALLY FOR CONTRA COSTA REGIONAL MEDICAL CENTER QUOTATION #136323554 ONLY

1. GENERAL. These supplemental terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger"), and the purchaser ("Customer") (the "Sale Agreement") and are intended to cover aspects of the sales transaction that are not contained under the Capital Equipment Supplier Agreement with Vizient Supply, LLC applicable to such capital equipment being purchased ("GPO Agreement"). Goods and Service are referred to herein collectively as "Product." Draeger and Customer are referred to herein singularly as "Party" and collectively as the "Parties."

2. PAYMENT TERMS. Draeger reserves the right in the event of late payment: (i) to suspend all deliveries or Service or to cancel any of its outstanding obligations; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of twelve percent (12%) or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law. If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law. All POs are subject to credit approval by Draeger.

3. DELIVERY, INSTALLATION, RISK, AND TITLE. Upon passage of title to the Goods from Drager to Customer or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods, Customer shall be responsible and liable for, and agrees to, defend and indemnify Draeger against all claims, injuries, losses fines, penalties, damages, or costs resulting from Customer's storage, handling, disposal, release, use, or resale of the Goods or their containers. Delivery, installation, and completion dates are only approximate and Draeger will not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Draeger's sole discretion or, with Draeger's consent, at Customer's request. Customer shall use commercially reasonable efforts to allow for timely delivery of Goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits. Customer is responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including without limitation, (i) engaging in any required labor and acquiring any materials, (ii) to the extent applicable, ensuring that the network (A) meets all specifications of Draeger's Networking Protocol at: https://www.draeger.com/Library/Content/Networking-Protocol-Jan-2019.pdf, (B) meets any other network requirements that may be required by Draeger, and (C) is fully functioning as mandated by all manuals and other instructions requested of Customer by Draeger, and (iii) ensuring compliance with all governmental requirements, including without limitation, all certifications and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

4. DELAY OR FAILURE TO PERFORM OBLIGATIONS. Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees. Neither Party shall be liable for failure to perform obligations (except for payment obligations) to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

5. SECURITY INTEREST. Customer grants to Draeger a security interest in all of the right, title, and interest of Customer to Goods (and all accessories and replacements thereto and all proceeds thereof), until full payment is made for such Goods. If Customer fails to pay for Goods when due, in whole or in part, Draeger may, in its sole discretion, declare all obligations of Customer immediately due and payable. In such event, Draeger will have all the rights and remedies of a secured party under applicable law. Customer authorizes Draeger or its agent to file UCC-1 financing statements naming Customer as debtor and describing any Goods, and any other documentation relating to the security interest granted hereunder. In addition, Customer specifically authorizes Draeger to file financing statements in appropriate jurisdictions naming Customer as the debtor and describing Goods as "all assets." Customer agrees (a) to keep Goods in working order until the purchase price has been paid and (b) not to attempt to transfer any interest in Goods until the purchase price is fully paid.

6. THIRD-PARTY PRODUCT WARRANTY. If the Sale Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

7. DISCLAIMER. Draeger does not warrant or guarantee that any product will be secure from cyber threats, hacking, or similarly malicious activity. Draeger does not warrant any Customer or third-party provided network or the performance of Product as impacted by such network connection.

8. SERVICE BRIDGE SOLUTION. If Customer's use of Goods purchased is likely to be interrupted or delayed for an extended period due to the need to service the Goods, delay in delivery, or recall, upon Customer's request, Draeger may, to the extent available, temporarily place reasonably comparable equipment with Customer for its use until such time as the affected Goods are returned, repaired, or delivered, as applicable. Such placement is part of Draeger's warranty, contracted Service, or recall obligations, as applicable, and provided at no additional charge to Customer. Customer's option for such temporary use of equipment shall mitigate any damages or losses, if any, that would otherwise be incurred by Customer for such period.

9. INDEMNITY. To the extent permitted under applicable law, Customer and Draeger (each as "Indemnitor") shall indemnify the other party and its affiliates from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, and resultant losses, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees, but only to the extent caused by the Indemnitor's negligence or willful misconduct. Each Party shall provide the other Party with prompt written notice of any third-party claims covered by this section. The Indemnitor shall not make any admissions that might be prejudicial to the other Party.

10. INSURANCE. If Draeger needs access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than $1,000,000 per occurrence and $5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified herein and which names Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED HEREIN, WITH RESPECT TO ANY MATTERS RELATING TO THE SALE AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THE SALE AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

12. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY. To the extent software, data, or other documentation or information (collectively, "Software") is embedded in or delivered with any Goods, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Software was designed and produced and shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 12, but is governed under a separate license agreement, and may be subject to a licensing fee.

13. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, and notwithstanding the terms in the GPO Agreement, Draeger may terminate the Sale Agreement with immediate effect upon written notice to Customer, if Customer has not otherwise performed or complied with any its obligations, in whole or in part.

14. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of Draeger disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Sale Agreement is confidential, and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; (c) rightfully obtained by Customer on a non-confidential basis from a third-party; or (d) is otherwise required by law to be disclosed.

16. OTHER TERMS. The Parties shall comply with all applicable laws and regulations, including, but not limited to, (a) any privacy and data protection laws, or (b) any laws and

regulations relating to the import, or export, of any Product or associated technical data. Neither Party may assign, subcontract, or delegate any of its rights or obligations under the Sale Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, Draeger may assign any of its rights and obligations to one of its affiliates without notice to, or consent of, Customer. The relationship shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this relationship and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to the relationship shall be brought before a court of competent of jurisdiction located in the State of California. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Any action by Customer against Draeger arising out of the relationship shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred. Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

[END OF SUPPLEMENTAL TERMS AND CONDITIONS OF SALE]

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4124 **Agenda Date:** 10/7/2025 **Agenda #:** C.64.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #23-627-12 with Medvision, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment No. 3 (#23-627-12) with Medvision, Inc., a corporation, effective April 16, 2025, to amend Contract #23-627-9 (as amended by Contract Amendment #23-627-10 and #23-627-11), to increase the payment limit by $146,815, from $258,216 to a new payment limit of $405,031, for additional for patient medical necessity review criteria and guidance software for the Contra Costa Health Plan (CCHP).

FISCAL IMPACT:
This Contract Amendment will result in additional contractual service expenditures of up to $146,815 over a one-year period and will be funded 100% by Contra Costa Health Plan Enterprise Fund II. (Rate increase

BACKGROUND:
This Contract Amendment meets the needs of the County by allowing CCHP access to Contractor's Apollo Managed Care web portal, a clinical guideline application, and online resource that helps ensure appropriate patient care by providing medical review criteria and guidelines that assist in identifying case management and treatment options that are appropriate and medically necessary. CCHP has subscribed to the Apollo Managed Care Web Portal application since (at least) 2017 to aid in healthcare management regarding ambulatory, inpatient, behavioral health, rehabilitation, post-acute, primary care, and case management. Contractor's Apollo Managed Care online medical review criteria and guideline publications are evidence-based and operate with Microsoft.Net framework. Medical review criteria and guidelines are mandated by the Department of Health Care Services to ensure healthcare providers follow regulations and approve services that meet patient(s) medical necessity.

A summary of service contract deliverables, including measurable outcomes required of the vendor to be monitored by the department in compliance with Section III(B)(7) of the Purchasing Policy (AB600.3), includes access to the web portal, maintenance and support services, and software updates. This Contract Amendment was approved by Contra Costa Health Personnel as a specialized services contract to ensure there is no conflict with labor relations.

In May 2023, the County Administrator approved, and the Purchasing Services Manager executed Contract #23 -627-9 with Medvision, Inc., in an amount not to exceed $105,716 for the provision of its web portal application, Apollo Managed Care, including technical support and services, for medical criteria and guidelines,

for the departments Ambulatory Care, Inpatient, Behavioral Health, Rehabilitation, Post-Acute Care, Primary Care and Case Management, for the period April 18, 2023 through April 17, 2024.

In October 2023, the County Administrator approved, and the Purchasing Services Manager executed Amendment No. 1 (Contract #23-627-10) with Medvision, Inc., effective October 1, 2023, to increase the payment limit by $2,500 to a new payment limit of $108,216 for additional software licenses for to Apollo's Managed Care Web Portal application medical criteria and guidelines, for the departments Ambulatory Care, Inpatient, Behavioral Health, Rehabilitation, Post-Acute Care, Primary Care and Case Management with no change in the term.

On October 22, 2024, the Board of Supervisors approved Contract Amendment #23-627-11 (Amendment No. 2) with Medvision, Inc., effective April 17, 2024, to increase the payment limit by $150,000 to a new payment limit of $258,216 and clarify that the contract will automatically renew for successive one (1) year periods until terminated for additional for patient medical necessity review criteria and guidance software for the Contra Costa Health Plan.

Approval of this Contract Amendment #23-627-12 (Amendment No. 3) will approve funds to allow the Contractor to provide services through April 17, 2026, and shall continue for successive one (1) year periods until terminated. The department is requesting a retroactive effective date for the term of this Contract due to delays caused by receipt of necessary documentation from the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will lose access to the Apollo Managed Care web portal application and the publications related to medical review criteria and guidelines that assist in identifying case management and treatment options that are appropriate and medically necessary, rendering non-compliance with state-mandated guidelines and policies.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4125 **Agenda Date:** 10/7/2025 **Agenda #:** C.65.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Thermo Fisher Scientific (Asheville) LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Thermo Fisher Scientific (Asheville) LLC in an amount not to exceed $1,120, and Instrument Service Agreement Quote for preventative maintenance and support services for a laboratory refrigerator at the Contra Costa Regional Medical Center (CCRMC) Inpatient Pharmacy for the period from October 3, 2025 through October 2, 2026.

FISCAL IMPACT:
Approval of this action will result in an expenditure of $1,120 and will be funded by the Hospital Enterprise Fund I revenues.

BACKGROUND:
In 2014, the Inpatient pharmacy received a Thermo Fisher refrigerator for the storage of intravenous (IV) medications for use at CCRMC from Baxter Healthcare. Once order qualifications were met in 2017, Baxter Healthcare transferred ownership of the refrigerator to Contra Costa County. Since that time the Inpatient Pharmacy has maintained a warranty agreement with Thermo Fisher in case of failure or service maintenance using a purchase order.

On October 24, 2023, the Board of Supervisors approved agenda item C.37 to execute a purchase order with Thermo Fisher Scientific (Asheville) LLC in the amount of $1,095, and related agreement for the period of October 3, 2023 through October 2, 2024.

On October 8, 2024, the Board of Supervisors approved agenda item C.34 to execute a purchase order with Thermo Fisher Scientific (Asheville) LLC in the amount of $1,099, and related agreement for the period of October 3, 2024 through October 2, 2025.

Execution of the Instrument Service Agreement Quote includes agreeing to the contractor's Terms and Conditions of Service. Those terms and conditions contain limited liability provisions, which limit the contractor's liability such that it's total liability will not exceed the charge paid by the County for the services provided.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the CCRMC Inpatient Pharmacy will not be able to purchase the warranty to cover the refrigerator in case of failure.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4126 **Agenda Date:** 10/7/2025 **Agenda #:** C.66.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #77-317-6 with Availity, L.L.C.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-317-6 with Availity, L.L.C., a limited liability company, in an amount not to exceed $1,500,000 to provide electronic claims processing services for Contra Costa Health Plan (CCHP) and Behavioral Health Services Division (BHSD) for the period September 1, 2025 through August 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in additional annual expenditures of up to $1,500,000 as budgeted by the department and funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain specialized claim processing services for its Providers under the terms of the Individual and Group Health Plan membership contracts with the County. CCHP and BHSD require the most current electronic claims processing services for expedient and accurate claims processing services for reimbursement to CCHP Providers. This Contractor has been providing these services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since March 1, 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. The nature of the electronic claims processing services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. This Contractor was approved by the Public Works Department's Purchasing Division on March 20, 2024.

On June 25, 2024, the Board of Supervisors approved Contract #77-317-4 with Availity, L.L.C., in an amount not to exceed $1,100,000, for the provision of electronic claims processing services for the CCHP and Behavioral Health Services Divisions to reimburse Providers for services provided to CCHP members for the period February 29, 2024 through February 28, 2025

On February 25, 2025, the Board of Supervisors approved Contract Amendment/Extension #77-317-5 with Availity, L.L.C., effective February 1, 2025, to increase the payment limit by $240,000 to a new payment limit of $1,340,000 and to extend the termination date from February 28, 2025 to August 31, 2025 for additional for additional of electronic claims processing services for CCHP and Behavioral Health Service Providers for reimbursement of services rendered to CCHP members.

Approval of Contract #77-317-6 will allow the Contractor to provide additional electronic claims processing services through August 31, 2028. This Contract delay was due to extended negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County will not have access to Contractor's additional electronic claims processing services or enough funds to reimburse providers per requirements from Department of Managed Healthcare (DMHC) and Department of Health Care Services. (DHCS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4127 **Agenda Date:** 10/7/2025 **Agenda #:** C.67.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Baxter Healthcare Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Baxter Healthcare Corporation in an amount not to exceed $1,260,000 and Acute Vizient Agreement for the purchase of intravenous (IV) solutions and other supplies as needed for Contra Costa Regional Medical Center (CCRMC) for the period from January 1, 2025 through December 31, 2027.

FISCAL IMPACT:
Approval of this action will result in expenditures up to $1,260,000 over a three-year period and will be funded by the Hospital Enterprise Fund I revenues.

BACKGROUND:
Baxter Healthcare Corporation is a global medical products and healthcare company that specializes in essential hospital and home-based therapies. The company develops, manufactures, and distributes a wide range of medical products across several key areas. These include IV solutions and infusion systems, such as saline, dextrose, and other IV fluids, along with infusion pumps. Baxter also provides renal care solutions, including dialysis products and therapies for patients with kidney disease.

Additionally, the company offers critical care and pharmaceutical products, including anesthesia, injectable drugs, and parenteral nutrition. Furthermore, Baxter supplies surgical and biopharmaceutical solutions, such as hemostats and sealants used in surgical applications. The company serves hospitals, clinics, and home healthcare settings worldwide, supporting patient care through innovative and essential medical solutions.

This request was initiated on November 26, 2024 to combine Materials Management and Pharmacy accounts in order to qualify for a higher Vizient tier in an effort to achieve greater cost savings. Delays were encountered as a result of extended negotiations with the vendor, requiring extensive review and coordination between staff.

The Vizient Supplier Agreement includes agreeing to Governing Law/Dispute Resolution provisions stating that all matters arising out of or related to this agreement will be governed by the law of the State of Delaware and that Baxter shall indemnify, defend, and hold harmless the Customer from and against any and all third party claims, liability, loss, damage, and all related costs which may be sustained or incurred by any Customer Representative to the extent relating to or arising from Baxter's gross negligence or willful misconduct. Additionally, Baxter shall not be required to indemnify, defend or hold harmless Customer Representatives to

the extent such damage or injury is caused by a Customer Representative's negligence, willful misconduct, or breach of this agreement. Approval of this request will ensure the availability of essential IV solutions, allowing for uninterrupted patient care, proper medication administration, and compliance with hospital standards.

Baxter Healthcare Corporation is a supplier of the Vizient Group Purchasing Organization (GPO), which means that CCRMC, a Vizient member, is eligible to receive rebates and access lower pricing. This purchase is governed by the Vizient Supplier Agreement entered into between Vizient Supply, LLC and Baxter Healthcare Corporation on January 1, 2025 (Agreement No. IV0151 and Amendment). Utilizing CCRMC's GPO membership for this purchase furthers our shared dedication to delivering high-quality, cost-effective healthcare solutions.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC may face disruptions in patient care, delays in essential treatments, and potential non-compliance with hospital regulations. Additionally, the lack of necessary supplies could impact clinical operations and patient safety.

Baxter

ACUTE VIZIENT MEMBER AGREEMENT

August 28, 2025

Contra Costa Regional Medical Center
2500 Alhambra Avenue
Martinez, CA 94553-3156
Account #: 34144646
Vizient LIC#: JBDY

Hereinafter referred to as "**Member**"

Baxter Healthcare Corporation
Deerfield Building 5-2E
One Baxter Parkway
Deerfield, IL 60015
Attention: **Amber Thornton**

Hereinafter referred to as "**Supplier**"

1. INTRODUCTION. Member and Supplier are entering into this Acute Vizient Member Agreement (the "**Member Agreement**") agreeing to be bound by its terms and the applicable Member terms of the Capital Equipment Supplier Agreement No. IV0151 between Vizient Supply, LLC ("**Vizient**") and Supplier ("**IV0151**"). Capitalized terms used herein and not defined shall have the same meaning as set forth in IV0151. The proposed arrangement contemplated under this Member Agreement will be available for Member's consideration through October 31, 2025. In the event that this Member Agreement is not executed by Member on or before October 31, 2025, Supplier reserves the right to modify any of the terms and conditions of this Member Agreement.

a) The "**Start Date**" of this Member Agreement will be 5 business days from the date on which Supplier countersigns this Member Agreement. This Member Agreement will end on **December 31, 2027** (the "**End Date**"). Supplier's acceptance of additional orders from Member under the terms of IV0151 after the expiration of this Member Agreement shall not constitute a renewal or extension of this Member Agreement.

b) This Member Agreement shall renew automatically for 2 additional two-year periods, (each a "**Member Renewal Term**") unless (i) Member delivers written notice, in accordance with Exhibit C-2 or Exhibit C-3 Notification Letters, of termination to Supplier at least 180 days prior to the end of the then-current End Date or Member Renewal Term or (ii) Supplier delivers written notice of termination of the Member Agreement to Member at least 180 days prior to the end of the then-current End Date or Member Renewal Term. Should written notice of termination not be delivered in accordance with this sub-section by either Supplier or Member, then the End Date of this Member Agreement shall be automatically extended through the completion of the then-current Term of IV0151.

c) An "**Agreement Year**" for this Member Agreement shall be defined as the time period beginning on the Start Date through December 31, 2025, and each subsequent calendar year thereafter.

d) Should Member choose to purchase Supplies through an Authorized Distributor, Member acknowledges that Authorized Distributors may require up to 45 additional calendar days to adjust the pricing in their billing system and to notify Member of the adjusted pricing. Member understands that Authorized Distributor's prices for Supplies that it invoices Member for Member's purchases are at the Authorized Distributor's discretion. Member shall use best efforts to obtain assurances from each Authorized Distributor that any Supplies distributed to Members during the term of this Member Agreement was purchased directly from Supplier, and Member shall promptly notify Supplier if it becomes aware of violations of such assurances.

2. PRICING. Prices for Supplies are as set forth in Exhibit A of IV0151, and subject to adjustment in accordance with Section 2A Pricing Adjustments of IV0151.

3. PRICE TIER QUALIFICATION; CVF REVIEW/PRICE TIER CHANGES; INABILITY TO SUPPLY; SUPPLIES UTILIZATION.

a) **PRICE TIER QUALIFICATION.** The pricing offered to Member under this Member Agreement is contingent upon the purchase commitment that Member elects to make to Supplier. By selecting a Price Tier in Attachment 2, Committed Volume Forecast Member Commitments ("**Attachment 2**"), Member commits to purchase from Supplier no less than 90% of its Committed Volume Forecast ("**CVF**"), in each applicable Supplies Category, for, and throughout, each Agreement Year. For clarification, the CVF amount in each Supplies Category represents Member's total expected annual utilization of Supplies, and to comply with Member's CVF requirements for, and throughout, each Agreement Year, Member must achieve a minimum of 90% of the CVF or more in Supplies purchases in each applicable Supplies Category to be deemed in compliance with such Supplies Category (collectively, the "**CVF Requirements**").

Notwithstanding the foregoing, in the event that Member is non-compliant to its CVF Requirement in a specific Supplies Category, as listed in Attachment 2, Member will continue to receive the pricing for such Agreement Year, provided that Member:

(i) meets or exceeds its total aggregate CVFs of all applicable Supplies Categories; and
(ii) achieves a minimum of 80% of the CVF in each Supplies Category.

For avoidance of doubt, if Member meets (i) and (ii) above, Member will be deemed compliant to its CVF Requirement and shall be eligible for any Member rebates, if earned. Furthermore, Section 5F and 5G of IV0151 shall not apply to Member.

By way of example only, if:
(i) In the first Agreement Year, Member's total aggregate CVFs equaled $3,000,000 (Solutions/Fluids is equal to $1,000,000, Drug Delivery is equal to $1,000,000 and Nutrition is equal to $1,000,000); and
(ii) Member's Net Dollar Purchases in the first Agreement Year for Solutions/Fluids is $800,000 (80% compliant), Drug Delivery is $1,100,000 (110% compliant) and Nutrition is $1,200,000 (120% compliant), which totals $3,100,000; and
(iii) Member's Net Dollar Purchases of $3,100,000 in the first Agreement Year met or exceeded the total aggregate CVFs ($3,100,000 - $3,000,000 = $100,000 overage); and
(iv) 80% of the CVF in each Supplies Category was achieved; then
(v) Member shall be deemed compliant to its CVF Requirements for such Agreement Year.

In each subsequent Agreement Year after the first, the CVFs listed in Attachment 2 shall be subject to any price increase in accordance with Section 2A Pricing Adjustments of IV0151 and shall be adjusted to the greater of (i) Member's Net Dollar Purchases (as defined herein) during the previous Agreement Year or (ii) the total aggregate annual price increase in accordance with Section 2A Pricing Adjustments of IV0151 across all Supplies Categories, but such adjustment shall not exceed 8% of previous Agreement Year CVF Requirements.

Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

By way of example only, if:
(i) Member's Solutions/Fluids CVF Requirement in the first Agreement Year was $1,000,000; and
(ii) Member's Net Dollar Purchases for Solutions/Fluids in the first Agreement Year was $1,025,000, which equals a 2.5% increase over its Solutions/Fluids CVF Requirement; and
(iii) the total aggregate annual price increase (as referenced above) equaled 4%; then
(iv) Member's Solutions/Fluids CVF Requirement for the second Agreement Year would be $1,040,000.

b) **CVF REVIEW/PRICE TIER CHANGES.** Supplier will conduct monthly reviews of Member's purchases of Supplies for compliance with the CVF Requirements. Supplier reserves the right to change Member's Price Tier pricing due to noncompliance with the CVF Requirements: (i) at any time during an Agreement Year if Member indicates, or Member's purchasing on an annualized basis indicates, that it has changed to another primary

manufacturer for a committed Supplies Category; or (ii) if Member is noncompliant upon the completion of a Deficit Notice Period (each a "**Price Tier Event**").

In the event Supplier exercises such right to change Member's Price Tier pricing due to a Price Tier Event, Supplier shall notify Member of its findings via email within 45 calendar days of the monthly review.

If Member disagrees with Supplier's determination that Member is noncompliant with the CVF Requirements, Member may provide documentation that is sufficient to Supplier within 20 calendar days of Supplier's notice to Member to counter such claim and Member will be provided with 25 calendar days from such notice to resolve the non-compliance (together the "**Deficit Notice Period**") as follows: (1) Member may purchase Supplies equal to the CVF Requirements deficit; or (2) elect to be invoiced by Supplier in the amount of such CVF Requirements deficit and make timely payment on such invoice. If Member provides sufficient documentation to Supplier or resolves the non-compliance as defined above, then Supplier shall continue to honor Member's current Price Tier pricing. For avoidance of doubt, Member will have a total of 45 calendar days from Supplier's notification via email to provide sufficient documentation to Supplier or to resolve the non-compliance.

If Member has failed to resolve the non-compliance at the expiration of the Deficit Notice Period, Supplier shall have the right to immediately move Member's pricing to the next higher priced Price Tier, except for a Price Tier Event due to an indication that Member has changed to another primary manufacturer for a committed Supplies Category, and in such event, Supplier shall move Member's pricing to the Price Tier for which Member then qualifies. Member's Commitments, including, without limitation, the CVF shall not be adjusted by any movement to the next higher priced Price Tier.

If Member achieves compliance with its CVF Requirements for the original Price Tier for a minimum period of 60 consecutive calendar days prior to January 1st or July 1st, Supplier agrees to move Member's pricing back to such original Price Tier. Any Price Tier movement back to Member's original Price Tier pricing will occur on January 1st or July 1st, as applicable, which will be made within 45 calendar days, and any adjusted pricing will be prospective from the date of such Price Tier change.

Continued on following page.

For illustration purposes only:

EXAMPLE: Beginning on January 1st																								
Non Compliance - Price Tier Event	Jan		Feb		Mar			Apr		May		Jun		Jul			Aug	Sep	Oct	Nov	Dec
Agreement Year end compliance review - Supplier notifies Member of non-compliance within 45 days	**Supplier reviews and provides notification**																				
Member has 20 days to review and respond to non-compliance claim				**20 days from Supplier notification**																	
Member has 25 days to resolve the non-compliance prior to the end of the Deficit Notice Period						**25 days to resolve non-compliance**														
If Member resolves non-compliance prior to the end of the Deficit Notice Period, current Price Tier pricing remains in place**								**No price change**													
If Member fails to resolve non-compliance prior to the end of the Deficit Notice Period, Price Tier pricing change occurs								**Price Change occurs**													
If Member is able to achieve compliance to its original CVF Requirements by June 30th, Supplier will reinstate prior Price Tier pricing ***									**Member achieves compliance to original CVF Requirements for previous Price Tier**												
Supplier has 45 days to move Member's Price Tier pricing back to previous Price Tier pricing (better pricing)*														**Supplier changes Member back to previous Price Tier pricing per applicable Price Tier and notification to Authorized Distributors of pricing change**						
Compliance Monitoring	**Supplier reviews compliance monthly**																				

**This process can occur at any point in the Agreement Year, movement back to compliancy and previous Price Tier pricing can only occur on Jan 1st or July 1st*

*** During a Deficit Notice Period, Member can resolve deficit by bulk purchase or invoice equal to the CVF requirement(s).*

**** Member can achieve compliancy during this period by purchasing at a run rate equal to their CVF for > 60 consecutive calendar days prior to July 1.*

c) **INABILITY TO SUPPLY.** If Member's non-compliance with its CVF Requirements is caused by Supplier's inability to supply Member's direct orders, for each applicable Supplies Category and solely for purposes of calculating Member's CVF Requirements, Supplier shall determine the difference between (a) the monetary value of purchases of Supplies Member would have made if Supplier would have been able to deliver such Supplies (as evidenced by Member's (i) cancelled orders or (ii) purchase orders for which no Supplies or not all Supplies ordered were delivered by Supplier) and (b) Member's Net Dollar Purchases ordered by Member and delivered by Supplier in such Supplies Category for the applicable Agreement Year ("**Inability to Supply Amount**"). Supplier shall add the Inability to Supply Amount to Member's Net Dollar Purchases when calculating Member's CVF Requirements compliance for the applicable Supplies Category for the applicable Agreement Year for purposes of Price Tier qualification and rebate eligibility. Member agrees that once Supplier is able to supply, Member must resume purchasing Products from Supplier to meet its CVF Requirements as defined above which will be prorated for the timeframe when Supplier was able to supply during the current Agreement Year.

By way of example, if Supplier is unable to supply Member's direct orders for 1 month of Product during an Agreement Year, Member will be required to purchase the remaining 11/12 of its CVF Requirements.

d) **SUPPLIES UTILIZATION.** If a Member implements product utilization changes that may warrant Member's request to adjust its CVF per applicable Supplies Category, then Member shall request that Supplier modify the CVF for each applicable Supplies Category based on supporting documentation from the Member, provided that Member has not changed to another primary manufacturer for the Supplies. Such adjustment requests from Member shall be evaluated in Supplier's sole discretion and according to Supplier's then current uniform business exception processes. CVF adjustments that are granted will be considered for purposes of Price Tier qualification and rebate eligibility. The parties will work in good faith to execute an amendment to the Member Agreement, as applicable.

4. MEMBER REBATES; MEMBER'S NET DOLLAR PURCHASES; RIGHT TO OFFSET.

a) **ONE-TIME GROWTH REBATE.** Beginning on the Start Date and ending 12 months thereafter (the "**One-Time Growth Period**"), a new Member, which is defined as a Member who has not had a pre-existing committed agreement for Supplies with Supplier within the 6 months prior to the Start Date, shall be eligible for a One-Time Growth Rebate, provided that Member commits to Price Tiers 5, 4, 3 or 2 and is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2. This One-Time Growth Rebate is equal to **10%** of Member's Net Dollar Purchases (as defined below) made by Member during the One-Time Growth Period.

Payment of the One-Time Growth Rebate shall be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year) or electronic funds transfer if the Member prefers, which shall be issued within 90 days following the end of the One-Time Growth Period.

b) **PUMP REBATE.** Member is eligible for the annual Pump Rebate, provided that Member (i) is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2; (ii) meets the criteria for a Supplier Pump Customer (as defined in Attachment 2) and (iii) maintains a minimum of 90% of its total utilization of its syringe pump platform and dedicated syringe sets with Supplier's syringe pump and dedicated syringe sets. The Pump Rebate is equal to **1%** of Member's Net Dollar Purchases (as defined below) during the Agreement Year. For Members that are installing or converting to Supplier's syringe pump and syringe pump sets as outlined above, this Pump Rebate will begin on the first day of the next month after the installation or conversion is completed. Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

Payment of the Pump Rebate will be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year), or electronic funds transfer if the Member prefers, which will be issued within 90 days following the end of each Agreement Year.

c) **VOLUME REBATE.** Member is eligible for the annual Volume Rebate provided that Member (i) is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2; (ii) commits to Price Tier 5, 4, 3 or 2 and (ii) meets or exceeds the Volume Thresholds outlined below in Table 1: Volume Thresholds and Volume Rebate Percentages within any Agreement Year. The applicable Volume Rebate Percentage shall be applied to Member's Net Dollar Purchases (as defined below) during the Agreement Year. For avoidance of doubt, Tier 1 Members are excluded from this Volume Rebate.

Table 1: Volume Thresholds and Volume Rebate Percentages

Volume Thresholds+ (Agreement Year Purchases)	**Volume Rebate Percentage**
Up to $1,999,999.99*	**1%**
$2,000,000* to $4,999,999.99*	**3%**
$5,000,000* to $9,999,999.99*	**5%**
$10,000,000* to $19,999,999.99*	**7%**
$20,000,000* to $29,999,999.99*	**10%**
$30,000,000* or more	**15%**

+Based on Member Net Dollar Purchases. Volume Thresholds shall be prorated by Supplier to capture a partial Agreement Year if an Agreement Year is less than twelve months.
**Each of the Volume Thresholds listed in the Table above will be adjusted in accordance with pricing increases as provided in Section 2 above, in each Agreement Year.*

Payment of the Volume Rebate will be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year), or electronic funds transfer if the Member prefers, which will be issued within 90 days following the end of each Agreement Year.

d) **IMPACT STANDARDIZATION REBATE.** Members who meet the requirements of Tiers 2 through 5 (excluding Tier 1) and all requirements of the Vizient IMPACT Standardization Program as set forth in Exhibit X, Special Conditions Terms of Supplier's Participation in IMPACT Standardization Program General Medical to IV Tubing and Solutions will also qualify for the IMPACT Standardization Rebate. Supplier shall pay the IMPACT Standardization Rebate in accordance with the terms of the Program.

e) **ADDITIONAL REBATE**. Beginning on the Start Date and ending December 31, 2025 ("**Additional Rebate Period**"), Member is eligible for this Additional Rebate, provided that (i) Member is compliant with its initial Solutions/Fluids CVF Requirement in Attachment 2; and (ii) this Member Agreement is in effect at the time Supplier makes this rebate calculation. Notwithstanding the provisions of Section 3(b) of this Member Agreement, if Member's CVF Requirement for Solutions/Fluids is adjusted in accordance with Section 3(b) of this Member Agreement, Member shall not be eligible for this Additional Rebate. This Additional Rebate is equal to 4% of Member's Net Dollar Purchases (as defined below) of Solutions/Fluids Supplies only paid throughout the Additional Rebate Period. Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

Payment of this Additional Rebate shall be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year) or electronic funds transfer if the Member prefers, which shall be issued within 90 days following the end of the Additional Rebate Period.

f) **MEMBER'S NET DOLLAR PURCHASES.** Member's "**Net Dollar Purchases**" shall be defined as purchases of Supplies by Member, net of returned Supplies, taxes, shipping charges, or other refunds or credits.

g) **RIGHT TO OFFSET.** Supplier reserves the right, and Member hereby expressly grants Supplier the right to offset from any amounts owed to Member by Supplier any amounts necessary to satisfy any past due obligation by Member or any underpayment found through a Member or Supplier audit to Supplier under this Member Agreement, including, without limitation, those amounts arising from any credits, rebates or other amounts. Such

offset and application shall be limited to transactions under this Member Agreement only, at Supplier's sole discretion, and with subsequent written notice provided Member with sufficient detail to identify the Supplier payment obligation to which the offset was applied. Member understands and agrees that its disclosure obligations shall apply to all discounts, rebates and other reductions in price earned by Member, and that any offset against any such amounts shall not limit Member's reporting requirements to governmental and any third-party payors.

5. MEMBER FACILITIES. Member represents that Attachment 1, Facility List and Statement, attached hereto, is a true and complete statement of all facilities in the United States that are owned, managed or controlled by Member as of the Start Date of this Member Agreement, and in which Member uses Supplies (the "**Facilities**"). Member shall promptly notify Supplier of all changes to the Facility List in order to maintain the accuracy of Member's representation during the term of this Member Agreement. Additional Facilities located within the United States may be added or Facilities may be removed only upon (i) electronic request by Member to Supplier through the Vizient Contract Price Activation application, in accordance with IV0151, Section 18P, Contract Price Activation or (ii) written request by Member and mutually agreed upon amendment to this Member Agreement by the parties. The start date of pricing for new Facilities will be the date determined by Supplier. Facilities are only eligible for the pricing and terms offered under this Member Agreement during the time that they are owned, managed or controlled by the Member. For clarity, Purchases of Supplies by Facilities shall be applied to the Members Commitments, including the CVF, set forth in Attachment 2 consistent with the terms of this Member Agreement.

Member represents that it and each Facility shall maintain for the duration of this Member Agreement all required local, state and federal licenses applicable to the purchase and use of the Supplies. Supplies purchased hereunder shall be purchased for Member's "own use" within the meaning of the Nonprofit Institutions Act as interpreted by the U.S. Supreme Court in Abbott Laboratories v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and following cases. The Supplies purchased hereunder are not for barter, trade, or export to other purchasers of such Supplies. Member represents and warrants that the Supplies will not be used as part of lethal injections for capital punishment.

6. PAYMENT TERMS. Payment terms for Supplies are net 30 days from invoice date for payments made by check, cash or electronic funds transfer. A service charge of 1-1/2% per month (or the highest amount allowed by law, if lower) will be added to all undisputed amounts past due.

7. TERMS AND CONDITIONS. All purchases of Supplies by Member are subject to and shall be governed by IV0151, including Supplier's Terms and Conditions of Purchase for Supplies, and this Member Agreement. Any obligations of either Member or Supplier arising or accrued under any other agreement prior to the participation under this Member Agreement, and any provisions of such agreement that expressly survive expiration or termination shall survive such termination. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Member Agreement, Vizient Supplier Agreement IV0151, and the Supplier's Terms and Conditions of Purchase for Supplies, the terms of this Member Agreement shall control and supersede any such inconsistency, conflict or ambiguity, except that nothing in this Member Agreement shall constitute a limitation on or reduction of any of Supplier's obligations, or be deemed a waiver of any representations, warranties, indemnities, or other rights, protections, or remedies contained in Vizient Supplier Agreement IV0151.

8. TERMINATION OF IV0151; CEASE TO BE A MEMBER.

a) **TERMINATION OF IV0151.**

i. In the event IV0151 terminates and Vizient and Supplier enter into a new GPO agreement ("**New GPO Agreement**"), then Member may either (i) continue under the terms of this Member Agreement subject to the terms and conditions herein and benefit from the pricing as per IV0151 or (ii) sign a new member agreement with the same level of commitment under the New GPO Agreement that would cancel and replace this Member Agreement; provided that the New GPO Agreement with Supplier covers all or substantially all of the Products covered under this Member Agreement and the term of the New GPO Agreement will not expire prior to the end of the term of this Member Agreement.

ii. In the event the IV0151 terminates or expires, and Supplier is not awarded a New GPO Agreement, this Member Agreement will automatically convert to a direct agreement between Supplier and Member. Upon such conversion, all terms and conditions of this Member Agreement shall remain in full force and effect, with the exception of (i) Section 4 Member Rebates or any other rebate provisions; (ii) Supplier's obligation to pay any Administrative Fees to Vizient, (iii) all subsequent purchases of Supplies shall be governed by Supplier's Terms and Conditions of Purchase, which are posted on Supplier's website at: http://www.baxter.com/partners-suppliers/ecommerce/terms-of-sale.page, in which Supplier reserves the right at any time to amend Terms and Conditions for Products. Supplier acknowledges and agrees that any term shall not be unreasonably amended and (iv) each January 1st for the remainder of the term of this Member Agreement, Supplier shall be entitled to adjust the committed prices of Supplies, and such adjustment will be in an Aggregate amount, net of any individual annual increases or decreases on a Product-code-by-Product-code basis, as determined by Supplier in its sole discretion, equal to the greater of (i) the percentage increase in the U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Total Manufacturing Industries (PCUOMFGOMFG), which shall be tracked at https://fred.stlouisfed.org/series/PCUOMFGOMFG over the August 1st through July 31st period immediately preceding the end of the applicable Agreement Year or (ii) 3%. For non-committed prices, Supplier may increase non-committed prices at any time and in any amount as determined by Supplier in its sole discretion. As used in this Section, "**Aggregate**" shall mean measured across all Supplies purchased by Member from Supplier and Authorized Distributor under this Member Agreement.

b) **CEASE TO BE A MEMBER.** In the event Member ceases to be a member as defined in IV0151, this Member Agreement will automatically convert to a direct agreement between Supplier and Member. Upon such conversion, all terms and conditions of this Member Agreement shall remain in full force and effect, with the exception of (i) Section 4 Member Rebates or any other rebate provisions; (ii) Supplier's obligation to pay any Administrative Fees to Vizient, (iii) all subsequent purchases of Supplies shall be governed by Supplier's Terms and Conditions of Purchase, which are posted on Supplier's website at: http://www.baxter.com/partners-suppliers/ecommerce/terms-of-sale.page, in which Supplier reserves the right at any time to amend Terms and Conditions for Products. Supplier acknowledges and agrees that any term shall not be unreasonably amended and (iv) each January 1st for the remainder of the term of this Member Agreement, Supplier shall be entitled to adjust the committed prices of Supplies, and such adjustment will be in an Aggregate amount, net of any individual annual increases or decreases on a Product code-by-Product-code basis, as determined by Supplier in its sole discretion, equal to the greater of (i) the percentage increase in the U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Total Manufacturing Industries (PCUOMFGOMFG), which shall be tracked at https://fred.stlouisfed.org/series/PCUOMFGOMFG over the August 1st through July 31st period immediately preceding the end of the applicable Agreement Year or (ii) 3%. For non-committed prices, Supplier may increase non-committed prices at any time and in any amount as determined by Supplier in its sole discretion. As used in this Section, "**Aggregate**" shall mean measured across all Supplies purchased by Member from Supplier and Authorized Distributor under this Member Agreement.

9. DISCLOSURES. Member shall (a) comply with all applicable laws and regulations relating to the accounting and application of discounts related to the Member Agreement, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the "discount safe harbor" located at 42 C.F.R. 1001.952 (h) (the "**Discount Safe Harbor**"); (b) properly report and appropriately reflect all prices paid under the Member Agreement net of all discounts (including rebates) as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports; and (c) retain a copy of this Member Agreement and all other communications regarding the Member Agreement, together with the invoices for purchases or lease of Supplies and shall permit agents of the U.S. Department of Health and Human Services or any state agency access to such reports upon request.

10. ENTIRE AGREEMENT. This Member Agreement, together with IV0151 and the Exhibits to IV0151, shall constitute the entire agreement between Supplier and Member pertaining to the subject matter hereof. During the Term of IV0151, any amendment to IV0151 or any Exhibits thereto shall automatically apply to Member and this Member Agreement.

11. MISCELLANEOUS. This Member Agreement is not valid until approved and countersigned by the parties. Any waiver of any of the provisions of this Member Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver. No changes in this Member Agreement, including any conflicting or additional terms contained in any purchase order or other document submitted by Member, will be valid unless mutually agreed upon in writing by the parties. Both parties agree that a signed facsimile, or the electronic transmission of signature(s), in whole or in counterparts, is as valid as an original document, and is fully enforceable in accordance with its terms.

12. CONVERSION PAYMENT. If, at any time during the term of this Member Agreement, Member ceases purchasing or indicates to Supplier that it will cease purchasing, its Solutions/Fluids CVF Requirement from Supplier and, instead, purchases or indicates to Supplier that it will purchase its CVF Requirements of Solutions/Fluids from one or more other manufacturers, then, in addition to any Price Tier pricing change permitted pursuant to Section 3(b) of this Member Agreement, Supplier reserves the right to invoice Member a one-time shortfall amount (as liquidated damages, and not a penalty) equal to the sum of 20% of Member's total CVF with Supplier under this Member Agreement during the current applicable Agreement Year. Member shall pay such shortfall payment within 30 days of receipt of an invoice from Supplier.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Member Agreement on the date below.

CONTRA COSTA COUNTY ON BEHALF OF THE CONTRA COST REGIONAL MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EMAIL: _____

BAXTER HEALTHCARE CORPORATION

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BAXTER HEALTHCARE CORPORATION

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT 1
Facility List and Statement
Facilities Owned, Managed or Controlled by Member

ACCOUNT #	FACILITY NAME	FACILITY ADDRESS	CITY, STATE, ZIP	VIZIENT LIC #
34144647	Contra Costa Regional Medical Center	2500 Alhambra Avenue, Attn: Pharmacy	Martinez, CA 94553-3156	DV01

Member represents and warrants to Supplier that the Supplies purchased under this Member Agreement are for the exclusive use of the Facilities listed in this Attachment 1 and their patients only. Member further represents and warrants that it owns, manages or controls (due to ownership or management authority by virtue of an existing management agreement) all Facilities listed in this Attachment 1 and Member has the authority to bind, and hereby binds, each Facility to this Member Agreement.

Member Initials/Date: _____

Contra Costa Regional Medical Center
Martinez, CA
#: 34144646

ATTACHMENT 2
Committed Volume Forecast
Member Commitments

<table>
<tr><th>MEMBER COMMITMENTS</th><th>PRICE TIERS</th><th>MEMBER INITIALS/DATE</th></tr>
<tr><td>Member is a Supplier Pump Customer^ and commits to all 5 Supplies Categories as follows:

<table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 5</td><td></td></tr>
<tr><td>Member commits to Solutions/Fluids and 3 additional Supplies Categories as follows:

<table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td colspan="2"><u>AND</u> 3 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 4</td><td></td></tr>
<tr><td>Member commits to Solutions/Fluids and 2 additional Supplies Categories as follows:

<table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td colspan="2"><u>AND</u> 2 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 3</td><td></td></tr>
</table>

<table>
<tr><td colspan="2">Member commits to Solutions/Fluids and 1 additional Supplies Categories as follows:

<table>
<tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr>
<tr><td>Solutions/Fluids</td><td>$272,867</td></tr>
<tr><td colspan="2"><u>AND</u> 1 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr>
<tr><td>Nutrition</td><td>$0</td></tr>
<tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td>$77,609</td></tr>
<tr><td>IV Tubing Dedicated Sets+</td><td>$0</td></tr>
<tr><td>IV Tubing Universal Sets</td><td>$0</td></tr>
</table>
+Indicates Member is a Supplier Pump Customer^</td><td>TIER 2</td><td></td></tr>
<tr><td>Non-Committed</td><td colspan="2">TIER 1</td></tr>
</table>

^ A "**Supplier Pump Customer**" is a Member who has purchased or leased 90% or more of its large volume infusion pumps and has purchased at least 90% of its IV Tubing Dedicated Sets requirements from Supplier throughout the applicable Agreement Year.
*Subject to adjustment as set forth in Section 2 of this Member Agreement.

CONTRA COSTA COUNTY

Staff Report

File #: 25-4128 **Agenda Date:** 10/7/2025 **Agenda #:** C.68.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Rescind Prior Board Action Pertaining to Gift Cards and Transportation Vouchers for Clients of the FMCH Programs

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of July 22, 2025 (C.41), which pertained to the purchase of gift cards and transportation vouchers for Public Health's Family, Maternal and Child Health Programs; and APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, up to 2,000 gift cards and transportation vouchers totaling an amount not to exceed $80,320 for clients served by Public Health's Family, Maternal and Child Health (FMCH) Program including applicable fees and shipping for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
This action will not result in any additional expenditures; the total amount remains $80,320 and will be funded by the California Department of Public Health (CDPH) and California Home Visiting Program (CHVP). Funding received for this program includes financial support for eligible clients that include food, transportation, and other items of care. There is no General Fund impact for this action.

BACKGROUND:
Family, Maternal and Child Health (FMCH) Programs within the Public Health Division of Contra Costa Health operate evidence-based programs to provide vulnerable women and their children with education, resources, and support during pregnancy and the early years of the child(ren)'s life. Several of our programs for pregnant women, new mothers and families receive funding specifically to provide food and other emergency assistance including transportation and items to care for the women and their families.

The Adolescent Family Life (5802) Program's goal is to support expectant and parenting youth, age 21 and under, using the evidence-informed Positive Youth Development (PYD) model to increase access to needed services, increase social and emotional support, and build resiliency, empower youth to cultivate personal autonomy to make informed decisions about their sexual and reproductive health, and strengthen youth knowledge and self-efficacy for education and career attainment.

Client assistance to include the following:

- 120 Target gift cards each with a $25 value, totaling $3,000.
    - For youth and their babies to support youth to thrive. Gift cards are not for alcohol/tobacco/firearms purchases.

- 40 Visa Drive cards each with a $25 value, totaling $1,000.
    - Gas cards to assist youth with keeping their doctors' appointments, attend school, etc. Gas cards are not for alcohol/tobacco/firearms purchases.
- Applicable shipping up to $100.

The Black Infant Health (BIH) Program (5827) receives State general funds through the California Department of Public Health to implement an education and social support model which sponsors prenatal and post-partum support groups for women in West and East County.

Client assistance to support group attendance include the following:

- 300 Target gift cards with a $50 value, totaling $15,000.
    - BIH participants may be eligible to receive these gift cards as a welcome baby gift upon enrollment, for incentive for participation/completion of prenatal group, upon completion of two Life Planning Sessions, and/or upon completion of the Satisfaction survey. An additional gift card is allowable if clients express an emergency need, when presented at a case conference by FHA, and approved by the BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 258 Savemart gift cards with a $50 value, totaling $12,900.
    - Participant may be eligible to receive these gift cards if an emergency need must be addressed and when presented at case conference by FHA, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 200 Visa Drive cards with a $50 value, totaling $10,000.
    - Participants may be eligible to receive these gift cards if an emergency need must be addressed and when presented at a case conference by FHA, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 200 Visa Drive cards with a $25 value, totaling $5,000.
    - Participants may be eligible to receive these gift cards if an emergency need must be addressed and when presented at a case conference by FHA, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 200 Uber gift cards with a $25 value, totaling $5,000.
    - Participants may be eligible to receive these gift cards if an emergency need must be addressed and when presented at a case conference by FHA, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- Applicable shipping up to $100.

The Nurse-Family Partnership (NFP) Program (5799) is funded by the CDPH MCAH California Home Visiting Program and provides intensive home visiting services provided by Public Health Nurses throughout the pregnancy until the child's second birthday.

Client assistance to include the following:

- 175 Target gift cards with a $50 value, totaling $8,750.

  - NFP clients may receive a gift card as a welcome gift upon enrollment, at 6-month breastfeeding continuation, at program completion (≥ 2 years), and/or if needed to address an emergency need. Such need must be presented at case conference or 1:1 supervision meeting by Public Health Nurse and approved by the NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.
- 142 Visa Drive cards with a $25 value, totaling $3,550.
  - Each client can receive 2 cards per program phase (Pregnancy, Infancy and Toddlerhood). Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.
- 43 Clipper cards with a $25 value plus $3 per card fee, totaling $1,204.
  - Each client can receive 1 card per program phase (Pregnancy, Infancy and Toddlerhood) or as needed. Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager.
- Applicable shipping up to $100.

The California Home Visiting (5793) State General Expansion Funding to be utilized solely for the purpose of implementing or expanding Nurse-Family Partnership Home Visiting Programs.

Client assistance to include the following:

- 150 Target gift cards with a $50 value, totaling $7,500.
  - Eligibility criteria: 1) each NFP client will receive 1 card as a welcome gift upon enrollment, 2) each eligible client will receive a card at 6-month breastfeeding continuation, 3) each client will receive a card at program completion (≥ 2 years), and 4) clients can receive additional cards if they express an emergency need. Must be presented at case conference or 1:1 supervision meeting by Public Health Nurse and approved by the NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.
- 100 Visa Drive cards with a $50 value, totaling $5,000.
  - Each client can receive 2 cards per program phase (Pregnancy, Infancy and Toddlerhood). Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.
- 72 Clipper cards with a $25 value plus $3 per card fee, totaling $2,016.
  - Each client can receive 1 card per program phase (Pregnancy, Infancy and Toddlerhood) or as needed. Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager.
- Applicable shipping up to $100.

On July 22, 2025 the Board of Supervisors approved agenda item C.41 to purchase gift cards and transportation vouchers totaling an amount not to exceed $80,320 for clients of Public Health's FMCH Programs for the period from July 1, 2025 through June 30, 2026.

The BIH Scope of Work stipulates that the program is to ensure participants have access to transportation assistance to attend group meetings via Uber/Lyft or other door-to-door services. BIH will provide Uber gift cards as an additional option to the Visa Drive cards for clients to utilize to attend prental and postpartum groups. Approval of this action will change the amount and type of transportation vouchers, however there is no impact to the total amount or original term.

CONSEQUENCE OF NEGATIVE ACTION:
If this request is not approved, the department will not be able to utilize funding specifically allocated for food, emergency assistance and transportation needs of clients. The inability to provide these financial supports may negatively impact the health and well-being of vulnerable women and their children living in our County.

CHILDREN'S IMPACT STATEMENT:
FMCH Programs achieve all 5 Children's Impact Statements: Children Ready for and Succeeding in School; Children and Youth Healthy and Preparing for Productive Adulthood; Families that are Economically Self Sufficient; Families that are Safe, Stable and Nurturing; and Communities that are Safe and Provide a High Quality of Life for Children and Families.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4129 **Agenda Date:** 10/7/2025 **Agenda #:** C.69.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-398-20 with RHD Healthcare Consulting, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-398-20 with RHD Healthcare Consulting, Inc., a corporation, in an amount not to exceed $350,000 to provide subject matter expertise, consultation, guidance and technical assistance regarding regulatory compliance to Contra Costa Health (CCH) regarding provider enrollment in State and Federal systems and compliance with HIPAA privacy regulations, for the period from October 1, 2025 through September 30, 2026; and DIRECT the Health Services Department to terminate the contract upon transition of responsibility for services to CCH staff, or execution of a contract for comparable services with other Contractor.

FISCAL IMPACT:
This contract will result in annual expenditures of up to $350,000 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
This Contract meets the business needs of the County by providing consultation and technical assistance to the Health Services Department with regard to compliance of Medicare and Medi-Cal rules and regulations including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations. This Contractor has been providing services to the Health Services Department since October 1, 2006. This type of consultation and technical assistance requires a high-level of specialized expertise, experience, and knowledge; unique skills that remain difficult to find. They are vital in managing quality functions including patient safety, policy and procedure oversight, regulatory oversight, and value-based care oversight. It is critical for CCH to engage a high-quality professional to ensure all state and federal requirements are met, on which our continued ability to provide healthcare to all our patients depends. This contractor was approved by the Public Works Department's Purchasing Division in September 2025.

On August 15, 2023, the Board of Supervisors approved Contract #23-398-18 with RHD Healthcare Consulting, Inc., in an amount not to exceed $352,704 to provide professional consultation and technical assistance to the Health Services Director with regard to compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services, including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations, for the period from October 1, 2023 through September 30, 2024.

On September 10, 2024, the Board of Supervisors approved Amendment/Extension Agreement #23-398-19 with RHD Healthcare Consulting, Inc. to increase the payment limit by $352,704 to a new payment limit of $705,408 and extend the termination date from September 30, 2024 to September 30, 2025 for additional consultation and technical assistance regarding compliance with medical billing and privacy issues.

Approval of Contract #23-398-20 will allow the Contractor to continue to provide services through September 30, 2026. Payment amount will be $250.00 per hour, not to exceed a total of 1400 hours.

The Contract may be terminated upon thirty (30) day advance written notice, or immediately by mutual written consent.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, the County will not be able to maintain compliance of Medicare and Medi-Cal rules and regulations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4130 **Agenda Date:** 10/7/2025 **Agenda #:** C.70.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-682-5 with Regents of the University of California, on behalf of UC Davis Health

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-682-5 with Regents of the University of California, on behalf of UC Davis Health, a government agency, to amend Contract #76-682-4, effective August 15, 2025, to increase the payment limit by $10,000, from $13,000 to a new payment limit of $23,000 to provide additional specialized outside laboratory testing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the term ending October 31, 2025.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional contractual service expenditures of up to $10,000 and will be funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide laboratory testing services to patients. Therefore, the County contracts with outside laboratory testing services in order to provide testing services not available at County facilities, to ensure patient care is provided as required. This Contractor has been providing outside laboratory testing services since November 1, 2019.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 Intergovernmental service contracts are exempt from Solicitation requirements.

On March 11, 2025, the Board of Supervisors approved Contract #76-682-4, with Regents of the University of California, on behalf of University of California Davis Health, in an amount not to exceed $13,000, for the provision of specialized outside laboratory testing services at CCRMC and Contra Costa Health Centers for the period November 1, 2024 through October 31, 2025. This Contract included mutual indemnification to hold harmless both parties for any claims arising out of the performance under this Contract.

Approval of Contract Amendment #76-682-5 will allow the Contractor to provide additional specialized outside laboratory testing services at CCRMC and Contra Costa Health Centers through October 31, 2025. The delay of this Contract Amendment was due to higher than anticipated increase in outside laboratory testing services needed for patient care.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, patients requiring specialized outside laboratory testing services at CCRMC and Contra Costa Health Centers will not have access to Contractor's infectious disease testing services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4131 **Agenda Date:** 10/7/2025 **Agenda #:** C.71.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Rescind Prior Board Action Pertaining to Gift Cards for Clients of the Tobacco Prevention Coalition

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of July 8, 2025 (C.73), which pertained to the purchase of gift cards for the Tobacco Prevention Coalition; and APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, up to 480 Safeway gift cards each with a $5 value, plus applicable shipping and handling up to $100, for a total amount not to exceed $2,500 for community members who actively engage in Tobacco Prevention Coalition meetings, work groups, and related efforts for the period from July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
This action will result in an additional $1,000 in expenditures up to $2,500 and will be funded by the California Department of Public Health, Local Lead Agencies (CDPH, LLA) Grant proceeds for the Tobacco Prevention Program during Fiscal Year 2025-26. There will be no impact to the County General Fund.

BACKGROUND:
Contra Costa Health's (CCH) Tobacco Prevention Program has consistently thrived through active community participation. The program's strength lies in its collaborative nature, where community efforts drive forward key policy campaigns aimed at reducing tobacco-related harm. Community members provide valuable insights and support that help shape local tobacco policies, ensuring they reflect the needs and concerns of those most affected. The success of the program is deeply rooted in this partnership between CCH and the public, as community engagement continues to be a critical element in influencing policy changes and educational initiatives. In the past, gift cards have been used to thank participants for their time and input, and moving forward, they will continue to serve a dual purpose. By providing gift cards, the program expresses gratitude to community members whose involvement is crucial to its success, while also acting as an incentive to encourage greater participation in surveys, meetings, and other coalition activities. These efforts help gather opinions on tobacco-related policies, which play a key role in informing educational campaigns and shaping policy efforts.

On July 8, 2025, the Board of Supervisors approved item C.73 to purchase up to 300 Target gift cards for a total amount of $1,500 for community members who engage in efforts related to the Tobacco Prevention Coalition for the period from July 1, 2025 through June 30, 2026. The program has since reassessed the needs of the community members participating in coalition meetings, work groups and other prevention efforts. It has been determined that providing community members with Safeway gift cards, in gratitude for their service rather

than Target gift cards, will better incentivize participation and will provide a healthier utilization of resources. Additionally, during the cost report revision period, $1,000 in additional funds were allocated on September 12, 2025. Approval of this action will add funds for shipping and handling and change the amount and type of gift card with no change to the original term.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the grant funding would go unspent, and the funds would return to the funder.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4132 **Agenda Date:** 10/7/2025 **Agenda #:** C.72.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Stryker Sales, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a one-time purchase order with Stryker Sales, LLC in an amount not to exceed $41,290 and Stryker Corporation Standard Terms of Sale (US) for the purchase of a 6506 MTS Power Cor Mid Gurney and ProCare Support Services for a period of five years, beginning two years after the date of delivery for the Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $41,290 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
The 6506 MTS Power Cor Mid Gurney, available through Stryker Sales, LLC and features a battery-powered hydraulic system, which enables effortless, one-touch adjustments for lifting and lowering. Additionally, advanced features such as load-sensing technology, integrated fleet management for remote monitoring, and enhanced maneuverability, ensuring both patient safety and operational efficiency. The Inpatient Psychiatry Unit at CCRMC currently lacks the infrastructure to safely transport critically ill or code patients to the Intensive Care Unit (ICU) or Emergency Department (ED). The patient beds are permanently bolted to the ground, preventing timely transfers in emergencies and posing a significant risk to patient safety. This new equipment will allow for efficient, safe patient movement and will ensure enhance patient safety. The equipment is covered under warranty for the first two years. Stryker will perform the repair and maintenance services to the equipment rendered in connection with the quote for a period of five years, beginning two years after the date of delivery.

The Stryker Standard Terms of Sale (US) obligates the County to indemnify Stryker against any claims due to negligent acts or ommission of the County. Stryker's liability will not exceed the purchase price of the applicable products minus depreciation or in the case of services, service fees paid by the customer in the twelve month period immediately preceeding the claim. Neither party will be entitiled to, nor will be liable for, indirect, special, incidental, consequential or punitive famages of any nature, including, but not limited to, loss of business, profits or revenue or business interruption. In the event of the County's default in payment for the products purchased, the County will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by the County, and Stryker will not be

obligated to make any further deliveries to the County. Should the County elect to cancel its order, in whole or in part, the County will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling the County's purchase order.

Additionally, this purchase is subject to the ProCare Services Terms and Conditions set forth in Appendix 3 of the Stryker Standard Terms of Sale (US) which provide that in no instance will Stryker be liable to the County of incidental, punitive, special, cover, exemplary, multiplied, or attorney's fees or costs. The County agrees to indemnify and defend Stryker against any Claims due to the negligent acts or omissions of the County or its officers, employees, representatives or agents.

Approval of this action will allow Stryker Sales, LLC to provide the necessary transport solution, ensuring the safe and efficient transfer of critically ill patients. This will enhance patient care by enabling timely relocation to the ICU or ED, thereby improving overall safety and continuity of care in emergencies. This purchase is being justified via sole source.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will be unable to safely and efficiently transport critically ill or code patients to the ICU or ED, jeopardizing patient safety and hindering the ability to provide timely, life-saving care during emergencies.

stryker

STANDARD TERMS OF SALE (US)

1. **General**. All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these "**Standard Terms of Sale**", "**Stryker**" means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as "**Products**", and the purchaser of the Products is referred to as the "**Customer.**" Stryker and Customer are herein collectively referred to as "**Parties**".

2. **Price and Taxes.**
   2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates and/or discounts in Customer's fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
   2.2. Stryker's price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, "**Taxes**"). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).

3. **Payment Terms**. Unless otherwise provided on Stryker's invoice, invoices must be paid in full by Customer thirty (30) days after the date of Stryker's invoice. Any amount not paid on time may be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer's financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship Cash on Delivery ("**COD**"). Payment must be made to Stryker at the location designated in Stryker's invoice. Customer must notify Stryker in writing of any disputed invoice within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.

4. **Credit Policies**. Based upon Customer's financial position and payment history, Stryker may, in Stryker's sole discretion, assign Customer a credit limit. Customer's total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker's sole discretion, modify or discontinue Customer's credit limit or modify Stryker's credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.

5. **Delivery, Title and Risk of Loss**. Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker's delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. Stryker will not utilize Customer's designated third party freight management service to ship Product. All Products will be shipped to the address indicated in the "ship to" portion of Customer's purchase order. Stryker reserves the right to refuse to ship the Products to third parties.

6. **Stryker Communications Products**. To the extent Products purchased by Customer include equipment and installation services provided by Stryker's Communications division, the additional terms and conditions set forth in **Appendix 2** hereto will apply.

7. **Trade-in Equipment**. If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer's request. Customer transfers and delivers unto Stryker all of Customer's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer's expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.

8. **Service Providers**. In the event Customer utilizes any supply chain solutions and/ or invoicing systems ("**Service Provider**") other than GHX, Stryker is not responsible for any fees associated with such Service Provider. Notwithstanding the foregoing if Customer

utilizes a Service Provider at Customer's own cost, Stryker requires a separately executed agreement between Stryker and such Service Provider which shall require the Service Provider to maintain the confidentiality of Stryker's proprietary or confidential information ("**Confidential Data**") and prohibits Service Provider from (i) disclosing and/or selling any data disclosed to a third party or (ii) using it for the sole purpose of obtaining benchmarking analysis. Customer represents and warrants that any data disclosed to Service Provider will be protected by confidentiality language no less stringent than in these Standard Terms of Sale and also including the following limitations: Confidential Data shall not be sold to a third party or used for the any purpose other than for the reason it was disclosed (e.g., billing and/or invoicing.

9. Product Training. Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

10. Warranties, Return Policies and Maintenance.

10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.

10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

10.3. Products returned by Customer for credit, replacement and/or repair will be at Stryker's sole discretion and in accordance Stryker's applicable return policy.

10.4. Stryker's standard Product warranties and return policies can be found at **www.stryker.com/returnpolicy**. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.

10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service terms and conditions are set forth in **Appendix 3** hereto.

10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Standard Terms of Sale. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

11. Indemnity.

11.1. Stryker agrees to indemnify Customer from any third party liability ("Claims") which Customer suffers directly as a result of: (i) a defect in workmanship of the Products that are manufactured by Stryker; or (ii) if applicable, a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; or (d) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (d) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale.

11.2. Stryker's indemnification obligations under this Section 13 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent

(which will not be unreasonably withheld).

12. Insurance.

12.1. Stryker will maintain general liability insurance, including coverage for products and completed operations liability, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of Stryker's execution under these Standard Terms of Sale. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.

12.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 13 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage.

13. Limitation of Liability. STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

14. Confidentiality. Except as otherwise required by law, including but not limited to the California Government Code section 7920.00 et seq A., Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies.

15. Default. In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

16. Unavoidable Delay. If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

17. Compliance with Law; Not For Resale or Export. Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

18. Miscellaneous. These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. In the event the Parties enter into a written agreement with respect to the purchase of Products and there is a conflict between the written agreement and these Standard Terms of Sale, the terms and conditions of such written agreement shall govern. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under these Standard Terms of Sale apply only to Stryker and Customer and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of California as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

19. Professional Services. Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

APPENDIX 3 - PROCARE SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services as outlined in the Stryker Quote for Service ("**Quote**"). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to Service, this Appendix 3 will govern.

1. **Service.** Stryker will perform the repair and maintenance services (collectively, the "**Services**") to Capital Equipment ("**Equipment**") rendered in connection with the Quote. Stryker will perform the repair and maintenance services rendered in connection with the quote for a period of five years, beginning two years after the date of delivery ("Term").Stryker will send a delivery confirmation letter once delivery to Customer to document the delivery date.

2. **Service Terms and Conditions.** The Services will be subject to the ProCare Services Terms and Conditions set forth below.

3. **Product Maintenance**. Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.

4. **Warranty; Limitations of Warranty and Liability**. During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   4.1. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   4.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   4.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   4.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, a nd qualifications required to perform the Services.
   4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

5. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of the Standard Terms of Sale. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under the Standard Terms of Sale and represents that it will obtain all necessary consents from patients .

6. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Standard Terms of Sale as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (i) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts; (j) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; (k) any Services provided for Equipment used for Navigation does not include: (i) parts, labor & travel associated with hardware or instrument upgrades needed to accommodate software upgrades, and (ii) products associated with or required for use to accommodate software upgrades; or (l) any Services provided by Stryker Communications do not include surgical light replacement bulbs, documentation stations, fee-based software upgrades, service lines, mounting structures, upgrades/field modifications and disposable or consumable products or parts. Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical

Specialists. Notwithstanding anything else in this Standard Terms of Sale in the event Customer fails to provide appropriate industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

7. Indemnification.

7.1. Stryker will indemnify Customer against any third party liability and/or damages ("**Claims**") which Customer suffers directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence or, willful misconduct of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; or (iv) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (iv) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.

7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Return of Instrumentation or Equipment. In the event instrumentation ("**Instrumentation**") or Equipment provided to Stryker contains patient information ("**PHI**"), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Customer. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

9. Confidentiality. Except as otherwise required by law, including but not limited to the California Government Code section 7920.00 et seq., Stryker and Customer: (i) shall hold in confidence this Standard Terms of Sale and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

10. Non-Solicitation and Non-Hire. Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

11. Background Check. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

12. Parts and Subcontracting. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

13. Independent Contractor. The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

IN WITNESS WHEREOF, the parties' duly authorized representatives have agreed to these terms and conditions on the dates written below.

Stryker Corporation	**County of Contra Costa on behalf of the Contra Costa Regional Medical Center**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Stryker Corporation	
Signature:	
Print Name:	
Title:	
Date:	

*****

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4133 **Agenda Date:** 10/7/2025 **Agenda #:** C.73.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-437-3 with Central Valley Specialty Hospital, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-437-3 with Central Valley Specialty Hospital, Inc., a corporation, in an amount not to exceed $3,000,000, to provide long-term acute care (LTAC) services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2025 through July 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized LTAC services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a part of the CCHP Provider Network providing LTAC services including, but not limited to: nursing, respiratory and nutritional therapies, pain management, case management, social services, end of life care services, and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since November 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. The nature of the LTAC services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. Per Administrative Bulletin 600.3, Physician services are exempt from solicitation requirements.

On August 1, 2023, the Board of Supervisors approved Contract #77-437-2 with Central Valley Specialty Hospital, Inc., in an amount not to exceed $3,000,000, for the provision of LTAC services for CCHP members and County recipients for the period August 1, 2023 through July 31, 2025.

Approval of Contract #77-437-3 will allow the Contractor to continue to provide LTAC services for CCHP members and County recipients through July 31, 2027. Contract delay was due to extended negotiations of Contract terms between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized LTAC services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided by this Contractor and service may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4134 **Agenda Date:** 10/7/2025 **Agenda #:** C.74.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Airgas USA, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Airgas USA, LLC in an amount not to exceed $50,000 and Product Sale Agreement for the rental of oxygen cylinders for Public Health Clinic Services for the period from October 1, 2025 through September 30, 2030.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $50,000 over a five-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Airgas USA, LLC will provide monthly rental of oxygen cylinders (oxygen tanks) to the Public Health Clinic Services (PHCS) team for use at various clinic and mobile clinic locations throughout the county. PHCS will exchange empty tanks for full ones as needed to ensure continuous availability. This purchase is being justified via sole source.

The Product Sale Agreement obligates the County to indemnify, defend and hold harmless Airgas USA, LLC from and against any and all claims including but not limited to reasonable attorney fees. Airgas USA, LLC and their suppliers' liability under this agreement is limited to the refund of the purchase price or replacement of the product or service in question.

CONSEQUENCE OF NEGATIVE ACTION:
Supporting the mobile units and clinic sites for Public Health Clinic Services (PHCS) is crucial. Oxygen tanks must be available for immediate use in each patient care unit or service area due to potential medical emergencies. Failure to approve this action could result in insufficient oxygen supply, putting patient safety at risk.

PRODUCT SALE AGREEMENT

AIRGAS USA, LLC, with offices at 3737 WORSHAM AVE, LONG BEACH, CA 90808-1774 ("Seller"), and COUNTY of CONTRA COSTA on behalf of CONTRA COSTA HEALTH SERVICES, with offices at 2731 SYSTRON DR STE 250, CONCORD, CA 94518-1355 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **REQUIREMENTS**: (a) Buyer shall buy from Seller, and Seller shall sell to Buyer, Buyer's total present and future requirements of industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s) (collectively, "Buyer Locations"), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk (including mini and micro bulk), and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider, exhibit or amendment hereto, (ii) dry ice as may be designated in any rider or amendment hereto and (iii) any products used by Buyer in substitution for any of the Products described herein. (b) The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.

2. **TERM**: This Agreement shall be effective as of October 1, 2025 ("Effective Date"). The initial term shall be five (5) years ("Initial Term") measured from the latest of (a) the Effective Date, (b) the first day of the month following the date of first delivery of Product by Seller hereunder to the last storage vessel installed at any Buyer Location, or (c) in the event Buyer is contractually bound and prohibited from buying Products under this Agreement by any prior agreement, the date of the earliest expiration or earlier termination of such prior agreement. Thereafter, this Agreement may be renewed by Buyer for up to two one-year renewal terms (individually and collectively, the "Option Renewal Term") by giving written notice to Seller of Buyer's intent to exercise the Option Renewal Term at least ninety (90) days prior to the end of the Initial Term or the first Option Renewal Term. The Initial Term and any Option Renewal Terms shall be the "Term". If any Equipment is modified, relocated, replaced, substituted or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal in length to the Initial Term shall commence upon the first day of the month following the date of first delivery of Product into the modified, relocated, replacement, substituted or additional Equipment.

3. **PRICING AND PAYMENT TERMS:** The Product prices, Rental Fees and Facility Fees (which are referred to individually and collectively as the "Price(s)") are set forth on riders to this Agreement. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may, at Seller's option, exercise any one or more of the following (in addition to any other remedies available to Seller): (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Equipment, cylinders and/or other containers provided by Seller and terminate, in whole or in part, this Agreement.

4. **CHARGES:** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 19 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.

5. **RENTAL/FACILITY FEES:** Seller shall monitor cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider ("Rental Fee"). Each invoice for Rental Fees will show a number of cylinders outstanding as of the date of such invoice. The balance shown on any such invoice shall be deemed correct and conclusive unless Buyer submits a notice of dispute in writing to Seller within ninety-five days after the date of such invoice. Buyer shall continue to pay Rental Fees on all cylinders until (i) such cylinders have been returned to Seller or (ii) payment has been made with respect to loss or damage thereto, each as in accordance with Section 6 (Cylinder Return). In the event that any Equipment is installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee").

6. **CYLINDER RETURN:** Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any contaminated, lost or damaged cylinders, caps or fittings. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller.

7. **BULK SITE REQUIREMENTS; ACCESS:** Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, bollards, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site. Buyer shall ensure that the Site at all times complies with all applicable laws, codes or regulations for the relevant jurisdiction. Buyer shall begin to pay Facility Fees in the event that Buyer is unable to provide the Site within thirty days after Seller notifies Buyer that Equipment is ready for installation. Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others.

8. **INSTALLATION:** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Seller may execute and record in the name of both parties UCC statements evidencing Seller's ownership of the Equipment. Buyer will pay any applicable UCC statement filing Charge. Buyer shall pay Seller's freight costs for delivery of the Equipment to Buyer's Location, and Seller's crane and rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs. Seller shall not be liable for any delay in installation of any Equipment. Buyer shall maintain adequate fire and extended coverage insurance on the Equipment, with loss payable to Seller. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Except as provided in Section 16 (Excuse of Performance), Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller. Buyer shall reimburse Seller for labor, parts and materials as the result of any service call made by Seller or Seller's representative, except for the standard preventative maintenance service as defined by Seller's standard maintenance guidelines.

9. **EQUIPMENT CHANGE:** If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right to substitute a different size or type of Equipment. The Facility Fee shall be appropriately adjusted by Seller to account for the substitution and Seller will provide written notice to Buyer of the new Facility Fee. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding.

10. **REMOVAL:** (a) Seller shall have the right to remove any Equipment installed by it within ninety days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. (b) Buyer may request Seller to remove any of its Equipment from the Site prior to the end of the Term by making a written request to Seller for Equipment removal and paying to Seller, upon the issuance of an invoice, (i) a pro-rata share of any unreimbursed costs incurred by Seller in installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (ii) the estimated costs associated with the removal of the Equipment and shipping costs to the closest service center of Seller (collectively, "Removal Fee"). Seller will reimburse Buyer for any estimated amounts paid over actual costs following completion of the removal and shipment. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. (c) At the end of the Term, Buyer shall pay a Removal Fee. If Buyer fails to pay the Removal Fee when due, at Seller's option, this Agreement may be extended for a period of one year from the proposed termination date in the written notice ("Removal Term Extension"). If the Removal Fee is not paid within the Removal Term Extension, Seller shall have the option to extend this Agreement again as permitted in this Section.

11. **DELIVERIES:** (a) Bulk storage Sites shall be accessible for delivery twenty-four hours per day, seven days a week. (b) Seller or its representatives shall usually make deliveries of all other Products on regular business days between the hours of 8:00 a.m. and 5:00 p.m. or at other hours upon agreement of the parties. Buyer shall pay all additional expenses incurred by Seller as a result of deliveries at other hours or any other special delivery. (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Seller's sole option. If Seller does deliver during a strike or labor disturbance, then, notwithstanding anything to the contrary contained in this Agreement, Buyer assumes the entire risk and agrees to indemnify Seller from and against all costs, damages and losses arising out of any such delivery. (d) Seller may refuse to deliver Products to any Buyer Location if Seller reasonably believes that such Buyer Location or Buyer's use of the Product is unsafe or violates any applicable law or regulation, and Seller shall not be liable for such refusal to deliver. (e) Title and risk of loss of the Products shall pass to Buyer, (i) in the case of bulk Products upon delivery into the storage vessel, and (ii) for all other Products upon delivery to Buyer's Location. (f) Buyer shall monitor Product levels and give Seller reasonable, advance notice of changes in Buyer's Product volume requirements and/or patterns of use. (g) With respect to bulk Products sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent of the capacity of the storage vessel. If Buyer's actual volume requirement decreases below eighty-five percent or increases above one hundred and twenty percent of the Buyer provided Estimated Monthly Volumes for any given Product for three consecutive months, Seller may adjust the Price. (h) Deliveries of Products shall be measured by Seller using the method typically used by Seller for the type of delivery made. (i) No Products shall be returned to Seller without Seller's written authorization. Buyer shall pay a fifteen percent (15%) restocking Charge on all Products returned to Seller, except for returns provided for under Section 13 (Remedies; Limitation of Liability) hereof. Notwithstanding the foregoing, certain Products, including nitrile gloves, disposable clothing, and disposable respirators are sold on a final, non-cancelable, non-returnable, non-refundable basis.

12. **WARRANTY:** Seller warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Products sold by Seller will conform to Seller's or manufacturer's standard specifications. Seller makes no warranty with respect to non-gas Products manufactured by others, but will, on request, to the extent permitted, pass on to Buyer any applicable manufacturer's warranty. Seller warrants that the services shall be performed in a good and workmanlike manner. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

13. **REMEDIES; LIMITATION OF LIABILITY**: **NEITHER SELLER NOR SELLER'S SUPPLIERS OF PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY SELLER, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, IN WHOLE OR IN**

PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY BUYER HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF BUYER TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY BUYER OF ANY SUCH CLAIMS AND DEFENSE FOR SELLER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "BUYER" AND "SELLER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

14. **INDEMNITY:** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

15. **CUSTOM ORDERS/INVENTORY:** If Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.

16. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources and place them in the Equipment (if any) or, in the case of all other Products, use them at Buyer's Location(s) for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. During this period Buyer shall ensure that Equipment is not damaged and shall compensate Seller if any damages occur and hold Seller harmless for damage or injury.

17. **ALLOCATION:** If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Seller's supply obligations and Seller will, therefore, not be deemed to be in breach of such obligations.

18. **TAXES:** Prices are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. Buyer shall pay all such taxes, including taxes on any Equipment, except Seller's income tax, either directly to the relevant taxing authority or as collected by Seller. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided to Seller. Buyer will provide the applicable exemption certificate for each Buyer Location. Should such certificate(s) be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.

19. **PRICE CHANGES:** (a) Seller shall have the right to revise any of the Prices up to seven percent in a given calendar year for any one or more of the Products by written notice to Buyer. (b) In the event that Seller increases Prices by an amount greater than seven percent in a given calendar year, such increase shall become effective fifteen days after written notice is given to Buyer. If within fifteen days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide firm written offer to sell such Product of the same quantities, of the same quality under similar circumstances at prices lower than such revised Prices, Seller shall have fifteen days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat or regulatory compliance fees, or revert to Seller's Price in effect before the price increase. If Seller agrees to meet such lower price, or reverts to Seller's Price in effect before the price increase, then Seller shall have the right, at its option, to extend the Term for a period of time equal to the Initial Term or the term of the competitive written offer. If Seller does not exercise its option to meet the competitive price or revert to Seller's previous Price, Buyer may terminate this Agreement as to the Product in question by giving Seller thirty days' written notice of such termination. (c) Buyer's rights under this Section shall not apply to any Price increase arising as a result in whole or part of increased costs to Seller or its suppliers due to federal, state, or municipal taxes, tariffs, or government agency required audits or other regulations. (d) The adjustments in Sections 4 (Charges), 9 (Equipment Change), 11 (Deliveries) and 17 (Allocation) are not subject to the Price Change provisions as outlined above.

20. **COMPLIANCE; SDS:** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws, including without limitation any applicable anti-corruption/bribery laws, and laws regarding the safe handling, transportation, transfer, purchase and use of the Products, the inspection, monitoring, and use of the Equipment, and all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act and all applicable regulations thereunder, the Occupational Safety and Health Act, and all applicable regulations thereunder (collectively, "OSHA") and all relevant reporting obligations under OSHA, the Clean Air Act, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by Buyer. For the avoidance of doubt, Buyer's obligation of compliance as described in the immediately preceding sentence shall also include, but is not limited to, if applicable, full and complete compliance with the OSHA process safety management regulation found at 29 CFR 1910.119 and the Environmental Protection Agency risk management program requirements found at 40 CFR Part 68 with respect to all of the Equipment and Products, including but not limited to, Seller Equipment, and implementing and maintaining a risk management program and a process safety management program, in regards to Buyer's inspection, monitoring, adjustment, use, storage, movement, handling, transfer or transportation of the Products and Equipment, including but not limited to, Seller Equipment. Such obligation, including, but not limited to, the obligation to monitor and inspect the Equipment, and to maintain the Site in accordance with all state and federal OSHA requirements, shall at all times remain solely the responsibility of Buyer notwithstanding Seller's ownership interest in, and obligations to maintain, the Seller Equipment. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first properly training Buyer's personnel in the safe handling of the Products and Equipment and/or receiving documentation that personnel has had proper training, and consulting the SDS. Seller complies with its Anti-Corruption Code of Conduct available to Buyer at https://www.airgas.com/sustainability-corporate-responsibility. Buyer shall indemnify, defend and hold harmless Seller (and its employees, officers, directors, agents and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") arising from Buyer's failure to comply with the terms set forth in this Section 20.

21. **BUYER'S RESPONSIBILITIES:** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the Products, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use and/or installation of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of Seller's Products for the use contemplated by Buyer. After delivery of Products to Buyer pursuant to this Agreement, Buyer assumes all risk and liability arising out of the presence, storage, transport or use of the Products.

22. **GOVERNING LAW; DISPUTE RESOLUTION; CLASS ACTION AND TRIAL BY JURY WAIVER**: This Agreement shall be governed by and construed in accordance with the substantive law of the State of California, without regard to its conflict of laws principles. **ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

23. **NOTICES:** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and given via the following methods: hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose, and shall be deemed to have been given on the date such notice is hand delivered or sent, as applicable. Notices of excuse of performance, allocation, adjustments to Prices or Charges (including the establishment of any surcharges) provided hereunder may also be sent by U.S. mail and shall be deemed to have been given two business days after being deposited with the U.S. Postal Service. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) or 19 (Price Changes) hereof must be given by certified mail or overnight courier providing proof of delivery.

24. **MISCELLANEOUS:** (a) Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all Claims which arise out of or relate to Buyer's representation in this Section 24 (a), in each case whether or not such Claim has any merit. (b) The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Buyer shall not require waiver or release of any personal right or execution of any document that conflicts with this Agreement or provides for additional obligations of the parties from Seller's employees, subcontractors or representatives in connection with Seller's entry onto the premises of Buyer and Buyer agrees that no such release, waiver or document shall be binding, if executed by Seller's employee, subcontractor or representative. (d) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (e) Buyer must receive Seller's consent to assign this Agreement. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. If Buyer transfers a material part of its assets and/or its operations at any Buyer Location or its stock to a third party, Buyer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Buyer Location or Product, in form and content acceptable to Seller. (f) This Agreement and materials marked "Confidential" will be kept confidential by Buyer. (g) Buyer represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered. (h) This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party. (i) As a part of the consideration for this Agreement, the applicable provisions of Section 13 (Remedies; Limitation of Liability) shall extend to and be enforceable by and for the benefit of Seller's Suppliers. (j) This Agreement with any riders, exhibits and/or amendments represents the entire agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

CONTRA COSTA COUNTY HEALTH SERVICES (Buyer)	AIRGAS USA, LLC (Seller)
Accepted By:	Submitted By: AL CARREIRA
Printed Name:	Accepted By:
Title: Date:	Printed Name:
Email:	Title: Date:

AIRGAS USA, LLC (Seller)

Submitted By: _____

Accepted By: _____

Printed Name: _____

Title: _____ Date: _____

CYLINDER GASES RIDER

Rider to Agreement between CONTRA COSTA COUNTY HEALTH SERVICES and Airgas USA, LLC, with an Effective Date of October 1, 2025

Buyer's Location(s): 2731 SYSTRON DR STE 250, CONCORD, CA 94518-1355

Product	Description	Price per UoM		Rental Product Hierarchy	Rental Fee	
OX USPDAWBDS	OXYGEN USP DA MED CGA WOB	$45.38	CL	RRCYLMWBDSS	$0.59	DAY
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA WOB	$69.10	CL	RRCYLMWBDSS	$0.59	DAY

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level, including daily rental fees.
** The Prices of Helium Products, including Helium mixes, are not subject to the Price Change provisions of Sections 19 of the Product Sale Agreement, and may be revised at Seller's sole discretion.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

ALL CHARGES BELOW ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Delivery charge is $65.00 per delivery

Hazmat charge (Product) is $22.00 per delivery

Hazmat charge (Cylinder Rental) is Variable per month

Fuel charge is $12.10 per delivery

CONTRA COSTA COUNTY HEALTH SERVICES (Buyer)

Accepted By:

Printed Name:

Title: Authorized Representative Date:

Email:

AIRGAS USA, LLC (Seller)

Submitted By: AL CARREIRA

Accepted By:

Printed Name:

Title: AVP Date:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4135 **Agenda Date:** 10/7/2025 **Agenda #:** C.75.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Award #78-094 from the California Department of Public Health

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #78-094 from the California Department of Public Health (CDPH), to pay County an amount up to $1,300,750 for the Family Maternal and Child Health, Nurse Family Partnership (NFP) Project through the California Home Visiting Program (CHVP) Maternal, Infant, and Early Childhood Home Visiting (MIECHV) for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Acceptance of this Grant Award will result in up to $1,300,750 from the CDPH for Fiscal Year 2025-26 for CHVP MIECHV. A County match of $568,812 is required and will be funded 100% by County General Fund.

BACKGROUND:
The California Department of Public Health's Maternal, Child and Adolescent Health (MCAH) Division, CHVP MIECHV has awarded the County funding to implement the NFP Project which provides pregnant and parenting women with home visits, linkage and referrals to medical and social services and support with their baby until two (2) years of age. This support includes diapers, food, father involvement and quality assurance activities. This program uses evidence-based curriculum and is implemented by nurses in collaboration with mental health professionals for emotional support.

Acceptance of Grant Award #78-094 will allow the County to continue the NFP Project through June 30, 2026. This Award is late due to an administrative oversight by Contra Costa Health Department staff.

CONSEQUENCE OF NEGATIVE ACTION:
If this award is not accepted, the County will not receive the funding necessary to support the goals of the NFP Project home visiting program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4136 **Agenda Date:** 10/7/2025 **Agenda #:** C.76.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment to Purchase Order with Polymedco LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, an amendment to purchase order #28636 with Polymedco LLC to increase the payment limit by $500 to a new payment limit of $1,200,500 and execute the related amendment for the purchase of reagents and supplies to perform immunochemical fecal occult blood testing (FOBT) for the Clinical Laboratory at Contra Costa Regional Medical Center (CCRMC) with no change to the original term from February 1, 2023 through January 31, 2026.

FISCAL IMPACT:
Approval of this action will result in an additional $500 in expenditures up to $1,200,500 and will be funded by the Hospital Enterprise Fund I revenues.

BACKGROUND:
Polymedco Cancer Diagnostic Products LLC's OC-Auto Sensor Diana with FOBT-CHEK is an automated immunochemical fecal occult blood testing (iFOBT) system that detects human hemoglobin with high specificity, without interference from red meat, turnips, melons, aspirin, anti-inflammatory drugs, or vitamin C. This advancement enhances the ability to accurately identify patients who require colonoscopy, leading to earlier detection of polyps and colorectal cancer. The increased sensitivity and specificity of this test compared to traditional methods are expected to significantly improve the identification of early-stage colon cancer, which remains the third most common cancer and the second leading cause of cancer-related deaths in the U.S., accounting for approximately 30%. Furthermore, the higher specificity reduces false positives, minimizing unnecessary and costly colonoscopies. Implementing this test as a primary screening tool in place of sigmoidoscopy and colonoscopy can lead to substantial cost savings for CCRMC while improving patient outcomes.

On August 1, 2023 the Board of Supervisors approved agenda item C.48 to execute purchase order #28636 with Polymedco in an amount of $1,200,000 and related agreement for the purchase of reagents and supplies to perform iFOBT for the Clinical Laboratory for the period from February 1, 2023 through January 31, 2026.

Instrument Cups are a critical consumable required for the operation of the OC-Sensor Diana and OC-Auto iFOBT analyzers and are not currently included in the existing agreement. The TT-88 series cups are essential for maintaining the functionality of these systems, ensuring reliable calibration and accurate processing of

patient samples. Approval of this action will add TT-88 instrument cups to the agreement and purchase order. On July 15, 2025 the Purchasing Agent approved the continued use of Polymedco.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC may face disruptions in colorectal cancer screening due to the lack of essential consumables required to operate the OC-Sensor Diana and OC-Auto analyzers.

polymedco

AMENDMENT #1 TO
OC-AUTO® SENSOR DIANA REAGENT AGREEMENT

This amendment (the "Amendment") effective June 9, 2025 (the "Amendment Effective Date") revises and amends the Diana Reagent Agreement dated February 1, 2023, between Polymedco Cancer Diagnostic Products, LLC ("Polymedco") and County of Contra Costa for Its Health Services Department ("Customer"). The Agreement together with this Amendment shall constitute the complete agreement (the "Agreement") between the parties.

AMENDMENT

Polymedco and Customer agree to add the following to Schedule A:

CATALOG #	DESCRIPTION	PRICE
TT-88	Instrument Cups (2 bags of 500 = 1000)	$20.00

All terms and conditions that are not explicitly amended herein shall remain unchanged and in full force and effect.

County of Contra Costa for Its Health Services Department

Signature

Print Name

Title

Date

Polymedco, LLC

Signature

Print Name

Title

Date

510 Furnace Dock Road
Cortlandt Manor, New York, 10567

t. 914. 739. 5400
f. 914. 739. 0306

polymedco.com

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4137 **Agenda Date:** 10/7/2025 **Agenda #:** C.77.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment to Purchase Order with Computacenter United States Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, an amendment to purchase order #30495 with Computacenter United States Inc. to increase the payment limit by $2,200,000, to a new amount not to exceed $3,000,000 for the purchase of data communication equipment, and extend the term through June 30, 2029.

FISCAL IMPACT:
This action will result in an additional $2,200,000 in expenditures up to $3,000,000 over a five-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Contra Costa Health (CCH) maintains an essential information technology infrastructure supported by Cisco and Hewlett Packard Enterprise (HPE) systems. This infrastructure is integral to the continuity of care and essential services provided throughout the County hospital, outpatient clinics, and affiliated healthcare facilities. As the EPIC electronic medical record platform and its associated applications continue to evolve, expansion and maintenance of the supporting data center infrastructure are imperative to uphold service reliability and institutional performance.

To ensure financial stewardship and procurement efficiency, CCH intends to continue utilizing cooperative purchasing agreements that afford access to competitively negotiated pricing established by the States of California and Utah. Under these agreements, Cisco equipment will be acquired through California Participating Addendum No. 7-23-70-47-01 and Utah NASPO ValuePoint Master Agreement AR3227. HPE systems will be procured via California Participating Addendum No. 7-23-70-47-04 and NASPO Agreement AR3228.

On May 21, 2024 the Board of Supervisors approved item C.25 to execute purchase order #30495 with Computacenter United States Inc. in an amount of $800,000 for the acquisition of data communication equipment for the term from July 2024 through June 30, 2027.

Approval of the current request will extend that authority through June 30, 2029, thereby enabling the department to maintain streamlined, compliant procurement practices. Continued access to these cooperative purchasing agreements is essential to support timely infrastructure enhancements and ensure the County's

healthcare operations remain resilient, secure, and responsive to future demands.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action will delay CCH's ability to acquire critical data communication equipment, potentially disrupting clinical operations, reducing system reliability, and increasing long-term costs by forfeiting access to discounted pricing through cooperative agreements. Without streamlined procurement authority, administrative inefficiencies and added burdens on staff may further compromise the delivery of patient care across the County's health system.

Contract #: AR3228

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Hewlett Packard Enterprise Company
Name

14231 Tandem Blvd.
Street Address

Austin	TX	78728
City	*State*	*Zip*

Vendor # VC195597 Commodity Code #: 920-05 Legal Status of Contractor: Corporation

Contact *Name:* Nancy Schwarz *Phone Number:* 480-636-0267 *Email:* nancy.schwarz@hpe.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: State and Local Government and Education Customer Return Policy; EULA

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Chris Backs
Chris Backs (Jul 31, 2019)

Jul 31, 2019

Contractor's signature — Date

Chris Backs — Contract Negotiator

Type or Print Name and Title

DIVISION OF PURCHASING

Jul 31, 2019

Director, Division of Purchasing — Date

Note: sections negotiated 2, 8, 13, 14, 15, 16, 17, 18, 19, 20, 24, 25, 28, 29, 30, 32, 34, 35, 36, 39, 42, 45, 46, 47, 48, 49, 50, and 51.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;
(4) The Solicitation; and
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to

access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and

receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products. The accepted order may include any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, supplementary terms, policies, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments;

Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media

containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the

request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the

Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The service description or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered;
(7) The Master Agreement identifier; and
(8) Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by

the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be delivery to Order "ship to location" which may be a loading dock, front lobby, or reception area, unless otherwise agreed specific delivery instructions are noted on the order form or Purchase Order. In the event insider delivery is agreed upon in the Order, any damage to the building interior, scratched walls, damage to the freight elevator, etc., directly cause by Contractor will be the responsibility of the Contractor. If such damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products or deliverables provided under this Master Agreement.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance of Products occurs upon delivery, and applies to all Product(s) (hardware and software) purchased under this Master Agreement, including any additional, replacement or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity.

c. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other

authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use, with repair or replacement subject to manufacturer's warranty. Return of Product is subject to the HPE State and Local Government and Education Customer Return Policy.

d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

e. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of significant defects in material and workmanship. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential

purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

Product performance. All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the Products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.

Software performance. HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software product will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPE does not warrant that the operation of software products will be uninterrupted or error free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

Services performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.

Services with Deliverables. If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.

Product Warranty Claims. When Contractor receives a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE.

Eligibility. HPE's service, support and warranty commitments do not cover claims resulting from:

1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;

2. Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
3. failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;
4. malware (e.g. virus, worm, etc.) not introduced by HPE; or
5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.

Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, subject to Contractor's approval, the Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee, unless otherwise specified by Contractor.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce for Purchasing Entity's own use, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to owner and 3rd party rights in the Pre-existing Intellectual Property.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except

as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API, unless otherwise subject to license restrictions and fees. No transfer of ownership of any intellectual property will occur under this Master Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered Services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075, as identified in the Order. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process and determine whether the security provided meets the Purchasing Entity's legal obligations. The Contractor must document the Data Categorization in the SLA or Statement of Work or Order. Contractor is not responsible for viruses or malware introduced by Purchasing Entity or an end user. Purchasing Entity may not use the Services in ways that would impose additional regulatory or other legal obligations on Contractor unless the parties have expressly agreed to do so in writing.

26. Transition Assistance:
a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be

subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums and any deductibles on all insurance policies.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a

written endorsement to the Contractor's general liability insurance policy documentary evidence that (1) includes the Participating States identified in the Request for Proposal as additional insureds, which may be met through the use of a "blanket" insured endorsement (, and (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation

in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor will be advised thirty (30) days prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Master Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Participating Entity and its auditor as may be necessary to protect the Confidential Information of Contractor. In no event will Contractor be required to provide Participating Entity or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of this Master Agreement, be exposed to or acquire information that is confidential to the other party, including Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential that is disclosed or otherwise made available in the performance of this Master Agreement by either party to the other party, including by a Participating Entity or Purchasing Entity, but not limited to (1) any Purchasing Entity's records, (2) personnel records, (3) information concerning individuals(4) technology, research and development information, Products and Software, and (5) trade secrets and other information which are competitive in nature is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the disclosing party without the obligation of confidentiality, (5) is disclosed with the written consent of the disclosing party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, but no less than the standard of care such party uses for its own similar confidential information, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed

under this Master Agreement. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each party shall use commercially reasonable efforts to assist the disclosing party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, receiving party shall advise the disclosing party, including, as applicable the Purchasing Entity, applicable Participating Entity, and the Lead State immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with the disclosing party in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by the disclosing party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the disclosing party's request, the receiving party shall turn over to the disclosing party or destroy all documents, papers, and other matter in the receiving party's possession that embody Confidential Information. If applicable law, regulation or document retention policy prevents the receiving party from destroying or returning all or part to the Confidential Information the receiving party will maintain the security and confidentiality of all such retained Confidential Information. Notwithstanding the foregoing, the receiving party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Notwithstanding, Contractor's use of its authorized service provider(s) to facilitate on-site support is permitted under this Agreement.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination of the Master Agreement or a Participating Addendum under this provision shall not affect the rights and obligations attending Orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in

association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate pursuant to Section 36, Defaults and Remedies.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, war, or occurrences which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

e. Contractor may discontinue performance if Purchasing Entity fails to pay any sum due, or if after sixty (60) days written notice Participating Entity has not cured any other failure to perform under this Master Agreement.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the

Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible personal property arising from negligent or willful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the Product itself or the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this

section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or products or services or replace or modify materials or products or services to make them non-infringing. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contractor and stop using the infringing services, upon written request of the Contractor and at the Contractor's expense.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or

contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Limitation of Liability

a) Except with respect to claims pursuant to Section 39.b. below, Contractor's total liability under this Agreement and Lead State, Participating Entity or Purchasing Entity's sole and exclusive remedy for any claim of any type whatsoever, arising out of Product or Service provided hereunder, shall be limited to proven direct damages caused by Contractor's sole negligence in an amount not to exceed the greater of (i) $3,000,000,; or (ii) the price paid to Contractor for the specific Service (calculated on an annual basis, when applicable) or Product from which such claim arises, for damage of any type not identified in (i) above or otherwise excluded hereunder. The limitation of liability does not apply to Contractor's obligation to indemnify for death or injury to Person(s) as identified in Section 39.a.

b) Except with respect to claims regarding violation of Contractor's intellectual property rights, neither lead State, Participating Entity, Purchasing Entity nor Contractor shall have liability for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

46. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those EULA terms which are attached to and incorporated and made part of this Agreement, and/or which are later agreed by the parties in a mutually executed amendment to this Agreement. Contractor may make changes in its operations and Policies and will provide notification of such changes.

47. Adding Products: During the term of the Master Agreement, changes to the products and services offered may occur, subject to Lead State approval. The Contractor shall evaluate and recommend products and services consistent with its awarded Master Agreement to be added to the product and services offerings available through the Master Agreement.

The ability to add new equipment and services is for the convenience and benefit of NASPO, the Participating States, and all Purchasing Entities. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and items will expedite the delivery and implementation of new technology solutions for the benefit of the Purchasing Entities.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, a Purchasing Entity or NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services,

software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the awarded categories of the RFP.

As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded services categories.

48. Suspension of Services: Contractor may suspend provision of Services to Purchasing Entity in the following limited circumstances: (i) HPE reasonably believes the Services are, have been, or will be used in violation of the Master Agreement; (ii) HPE reasonably believes suspension is necessary to protect HPE's network, systems, operations or other users; or (iii) suspension is required by law. If Contractor suspends the Services, the parties will cooperate to identify and rectify any issues so that Services may be restored as soon as reasonably possible.

49. Change Orders. Purchasing Entity requests to change the scope of services or products, on a per-Order basis, will require a change order signed by the Purchasing Entity and the Contractor.

50. European Personal Data. If Purchasing Entity reasonably anticipates or discovers that its use of the Services will involve storage or processing of PII from the European Economic Area ("EEA") or Switzerland, Purchasing Entity will so inform Contractor, and provide whatever information Contractor reasonably requests related to that storage or processing. Upon Purchasing Entity's request, Contractor will enter into (or cause its Affiliates to enter into) EU Model Contract(s) with appendices (including technical and organizational security measures) in the form from time to time used by Contractor and its Affiliates (and available to Purchasing Entity upon request). Purchasing Entity appoints Contractor as its agent to execute EU Model Contracts on Purchasing Entity's behalf.

51. Global Trade Compliance. Imports, exports and other transfers of data or software stored, used or processed using the Services or related infrastructure are Purchasing Entity's sole responsibility, and Purchasing Entity will obtain any authorizations that may be required. Purchasing Entity will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of applicable export laws and regulations. In particular, Purchasing Entity, and any third party authorized by Purchasing Entity, may not, in violation of applicable laws and regulations, transfer, or authorize the transfer, of any Services into U.S. embargoed countries or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List of proliferation concern, or the U.S. State Department's Debarred Parties List.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or

amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

(December 2017)

Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow

transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
    i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
    ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
    iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Hewlett Packard Enterprise***

Section 1: Instructions

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%
Category 1.4 Wireless	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	HPE offers our customers a full life cycle suite of technical support from installation and startup turn-key services through hardware coverage options with monitoring and call home functionality.	See Note 1					
Professional Services	HPE Network Consulting has more than 40 years of experience with multivendor network equipment through an expansive delivery organization of expert network consultants. HPE Network Consulting has assisted both enterprise and service provider customers to plan, design, integrate, and deploy highly complex network infrastructures.	See Note 2					
Deployment Services	HPE can get customers new environments up and running quickly by engaging these services, which coordinate the end-to-end integration and deployment of your network implementation. HPE can bring your network online, add new connections to an existing network, or guide your transition to a converged network environment while scaling the solution to fit your requirements.	See Note 2					
Consulting Advisory Services	Services Include:Assessment of your end-to-end environment readiness, Gap analysis and program planning, Security assessments and Recommendations/roadmap	See Note 2					
Architectural Design Services	HPE Network Consulting lifecycle services consist of: Network Strategy and Planning Services and Network Architecture and Design Services	See Note 2					
Statement of Work Services	HPE offers a broad portfolio of services that includes customer support, consulting and integration, outsourcing services, and education. HPE can enter at any point of the engagement lifecycle, to design, build, integrate, manage and evolve a solution tailored to address the State's specific business requirements.	See Note 2					

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Hewlett Packard Enterprise***

Remote Management Services	Access personalized dashboard to monitor device health, events, and support status anytime, anywhere. View and manage all devices in the IT environment, as well as associated support contracts, warranties, and service credits by device. Monitor auto-generated hardware events and support cases	See Note 2
Training Deployment Services	HPE has listed our training offerings as SKUs in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet	See Note 3
Partner Services	HPE will only put services SKUs on the contract that HPE or authorized resellers are able to deliver. In most cases, the partner / reseller will take the order and then decide to allow HPE to deliver the service or deliver the service themselves. HPE has a process that allows our resellers to become authorized providers of HPE services. In these cases, the partner still uses the HPE services SKUs that we have listed.	See Note 4

Note 1. HPE does not typically bill for maintenance services on a Time & Materials basis; rather our customers sign up for maintenance services. Therefore we do not publish hourly rates for maintenance. HPE has provided SKU numbers in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet.

Note 2. HPE has provided two SKUs for Professional Services in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet. If our customers would like to engage HPE for customized services, we will respond with a Statement of Work specific to the request. Every Statement of Work and its required levels of service (skill set required to deliver) is unique. For this reason, we have included a blended rate for 8 hours of remotely delivered services and 40 hours of onsite service which are used quite frequently. HPE does not publish hourly rates; we provide quotes based on customer needs.

Note 3. HPE has provided SKU numbers in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet. HPE does not charge for training by the hour.

Note 4. Partners' rates vary by geography, and like HPE, by level of service required. Partners may sell HPE SKUs for 8 hour and 40 hours of work at the blended rate and pass this to HPE or deliver it themselves. As such, it is difficult to publish a rate card for our partners, especially since we have such an extensive network of partners around the country.

Hewlett Packard Enterprise

State and Local Government and Education Customer Return Policy

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HPE/Aruba branded product direct from Hewlett Packard Enterprise Company ("HPE") or a customer purchase under one of HPE's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HPE and a State, Local or Education end user. This return policy does not apply to purchases by end user through HPE resellers under separate contract; loaners; early marketing units or employee purchases administered as internal HPE orders.

Products Not Eligible:

Customized Products: Products that are customized and not otherwise marketable by HPE (e.g., products specifically designed for a particular customer that cannot be sold to another customer).

Refurbished products: HPE branded product

Consumable products: Separately packaged HPE branded software cannot be returned to Hewlett Packard Enterprise.

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties. The return guidelines should be confirmed with the customer support representative when requesting a Return Material Authorization ("RMA").

Product not purchased direct from HPE: Which means product purchased from another source, such as a reseller, distributor, etc., under a separate contract between end user and reseller.

RETURN OF PRODUCTS

Defective Product:

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-844-806-3425 to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may contact the HPE North America Customer Care Team via email: VALOM-US-SLED@HPE.COM, to report product that was defective on arrival and obtain warranty service for HPE Product, or obtain contact information for warranty services provided by other manufacturers.

Carrier Related Loss or Damaged Shipments:

Customers should note damages or shortages on the Bill Of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HPE Customer Care Team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s), where the box is in good condition but product is missing or damaged, is an exception and should be reported as soon as practicable after delivery in order for HPE to establish the claim with the carrier.

HPE is committed to customer satisfaction and values our relationship with State and Local Government and Education Customer. To show our commitment, HPE is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HPE does not charge a restocking or handling fee for product returned within 30 days. It's at HPE's sole discretion to accept return products after 30-days. If a product return is accepted after 30-days a restocking fee may apply.

Procedures for Returns:

The State or Local Government and Education Customer should contact the assigned Customer Service Representative (CSR) via email: VALAM-US-SLED@HPE.COM, to coordinate returns or replacements within 30 days from delivery of product. At that time a case number will be assigned to the request while HPE validates it and proceeds (24 -48 hours). Once a Return Material Authorization is approved, the Care Agent will submit an e-claim and an RMA number is assigned to it. This e-claim triggers a return label with HPE selected carrier (usually CEVA) and CEVA sends out a questionnaire to the customer that needs to be responded no later than 7 calendar days. Once the carrier receives the questionnaire, pick up should be scheduled for the returning material no later than 30 calendar days from the date of the request. The Customer Care Team Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.

Hewlett Packard Enterprise reserves the right to refuse any return that does not meet the requirements stated below:

Package - Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RMA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RMA number on the box.

If product for more than one RMA is being returned in the same box, make sure that all RMA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RMA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RMA number(s) must appear clearly on the box, as returns will not be accepted without an RMA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HPE reserves the right not to issue a credit for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer may be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RMA numbers that have been open for greater than thirty (30) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RMA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HPE Customer Service Representative via email or by the carrier:

Hewlett Packard Enterprise Returns
c/o Alorica
423 New Sanford Road
Dock door 29
LaVergne, TN 37086
RMA XXXXXXXX

End User License Agreement (“EULA”) - HPE NASPO ValuePoint Data Communications

Contract #[insert]

1. Applicability. This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett Packard Enterprise Company and its subsidiaries (“HPE”).

2. Terms. This Agreement includes supporting material accompanying the software or referenced by HPE, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material").

3. Electronic Delivery. HPE may elect to deliver software and related software product or license information by electronic transmission or download.

4. License Grant. If you abide by this Agreement, HPE grants you a non-exclusive, non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HPE branded software, the third party’s license terms will govern its use. Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:

– You may not use software to provide services to third parties.
– You may not make copies and distribute, resell or sublicense software to third parties.
– You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license does not automatically give you a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.
– You may not copy software or make it available on a public or external distributed network.
– You may not allow access on an intranet unless it is restricted to authorized users.
– You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
– You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.

5. Software Usage. Some software may require keys or other technical protection measures for access and HPE may monitor your compliance with the Agreement, remotely or otherwise.

6. 90-day Limited Warranty. Subject to the Master Agreement, HPE warrants that HPE-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HPE within 90 days of delivery of non-conformance to this warranty, HPE will replace your copy.

HPE does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

7. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HPE. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section.

8. General.

a. Transfer. You may not assign Software without prior written consent of HPE, payment of transfer fees and compliance with HPE's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

b. Audit. HPE may audit you for compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense).

c. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HPE written notice, HPE will send you a copy of the source code for a reasonable fee.

9. SaaS Provisions.

a. HPE Software-as-a-Service (HPE SaaS) Right of Use. For the duration specified in the Order, you may access and use HPE SaaS in accordance with Supporting Material and this Agreement. HPE may suspend your access to HPE SaaS where you provide false information when ordering, breach this Agreement, or use or attempt to use HPE SaaS in violation of law. You remains responsible for applicable fees through the date of suspension or termination. As long as HPE does not materially degrade the functionality of HPE SaaS: (i) HPE may modify the systems and environment used to provide HPE SaaS; and (ii) HPE may make any changes to HPE SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of HPE’s services to its customers, the competitive strength of or market for HPE’s services, or HPE SaaS’ cost efficiency or performance.

b. Usage Restrictions. You may only access HPE SaaS for its internal business purposes and not use for commercialization unless expressly permitted by Supporting Materials. You are responsible for any use of HPE SaaS through your credentials. Should you believe that there has been unauthorized use of your account, you must promptly notify HPE. You will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute HPE SaaS or include HPE SaaS in other outsourcing offerings, or make any portion of HPE SaaS available for the benefit of any third party; (iii) copy or reproduce any portion of HPE SaaS; (iv) interfere with or disrupt the integrity or performance of HPE SaaS; (v) use HPE SaaS to send or store data that is obscene, offensive, libelous, tortuous or otherwise unlawful, violates any third party’s privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use HPE SaaS to disrupt or cause harm to a third party’s system or environment or evade filters; (vii) access HPE SaaS to build a competitive product or service; or (viii) reverse engineer HPE SaaS; (ix) disclose any information relating to the performance or operation of the HPE SaaS (including any benchmarking or other testing results) to any third party without the express prior written consent of HPE unless otherwise required by law; or (x) engage a third party to perform security testing on the HPE SaaS unless that third party enters into a written non-disclosure agreement directly with HPE. You will cooperate with HPE’s investigation of your compliance with the SaaS usage restrictions. You are responsible for complying with all terms of use for any software, content, service, or website you load, create, or access when using HPE SaaS.

c. Data. You are solely responsible for the content created or placed into a HPE-provided system during your use of the HPE-provided system (“Customer-provided Data”). You will remain the sole and exclusive owner of all Customer-provided Data. You grant HPE the necessary rights to Customer-provided Data to allow HPE to use Customer-provided Data as necessary to provide such HPE-provided system, technical support, or as otherwise required by law.

Contract #: AR3227

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cisco Systems, Inc.		
Name		
170 West Tasman Dr.		
Street Address		
San Jose	CA	95134
City	*State*	*Zip*

Vendor # VC0000118462 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Mimi Nguyen-Farr, Sr Manager *Phone Number:* (408) 527-2627 *Email:* mimnguye@cisco.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.
3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001.
5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.
6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
   ATTACHMENT B: Scope of Services Awarded to Contractor
   ATTACHMENT C: Pricing Discounts and Value Added Services
   ATTACHMENT D: [Reserved]

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

    IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Jennifer Pate	August 30, 2019	
Contractor's signature	Date	
Jenn Pate		
Authorized Signatory		
Type or Print Name and Title		

DIVISION OF PURCHASING

	Sep 4, 2019
Director, Division of Purchasing	Date

APPROVED BY LEGAL

Note: sections negotiated 1, 2, 5, 6, 7, 8, 10, 13, 14, 16, 17, 18, 19, 20, 22, 24, 25, 26, 27, 28, 29, 30, 32, 37, 38, 40, and 46.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");

(2) NASPO ValuePoint Master Agreement Terms & Conditions;

(3), A Statement of Work, including a Service Level Agreement contained within the Statement of Work;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this section.

Administrative Data means data related to Purchasing Entity's employees or representatives used to administer or manage Purchasing Entity's use of the Cloud Software. Administrative Data may include Personal Data and information about contractual commitments, whether collected at the time of the initial registration or thereafter.

Cloud Software means a Contractor-hosted software offering as described in the applicable Cloud Offering Description purchased by Purchasing Entity; Purchasing Entity's license to use Cloud Software is set forth in Exhibit 1.

Contractor means the person or entity directly delivering Products or performing services under the terms and conditions set forth in this Master Agreement or through its approved Fulfillment Partners.

Data Breach means any actual, or reasonably suspected by Contractor's information technology security teams, non-authorized access to or acquisition of computerized Purchasing Entity Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Purchasing Entity Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without

manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which are installed and reside on a computing device owned by Purchasing Entity; Purchasing Entity's license to use Embedded Software is set forth in Exhibit 1.

Fulfillment Partner means a third-party contractor or reseller qualified and authorized by Contractor, and approved by the Participating Entity under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Purchasing Entity directly for such Services. Contractor may, upon written notice to the Participating Entity, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products and/or Services as authorized under the Master Agreement and Participating Addenda. For clarification purposes, "Blanket Purchase Order" is excluded from the scope of this Master Agreement. "Blanket Purchase Order" is an order that contains multiple delivery dates scheduled during the term of and/or post the expiration date of the Master Agreement, often negotiated to take advantage of predetermined or to lock-in pricing (i.e. from older Contractor pricelists).

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state in the United States of America, or other public sector legal entity (i.e. political subdivisions such as municipalities and counties, and K-12 and higher education institutions) in the United States of America, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States who has the authority to execute a Participating Addendum to this Master Agreement. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a

particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity provided or transferred to Contractor in the course of using the Services or Cloud Software provided under this Agreement. Purchasing Entity Data includes Administrative Data and does not include Telemetry Data or Statistical Data.

Services mean services that are in scope of this Master Agreement and are supplied or created by the Contractor pursuant to this Master Agreement (to include the attached Services Exhibit in Exhibit 2).

Security Incident means the actual or reasonably suspected by Contractor's information technology security teams, unauthorized access to Purchasing Entity Data and Personal Data that Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum (unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor). A Service Level Agreement may be memorialized within a Statement of Work for the Services. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued. Not every Service provided under this Master Agreement need be covered by a SLA.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written document agreed between Contractor and Purchasing Entity that defines Services and deliverables to be provided to Purchasing Entity.

Software means the binary image of Contractor computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted and purchased from Contractor. Software may be either Embedded Software or Cloud Software. Purchasing Entity's license to use Software is set forth in Exhibit 1.

Statistical Data means any information/data that Contractor derives from Purchasing Entity Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

Telemetry Data means information generated by instrumentation and logging systems created through the use and operation of Contractor products and services.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint's Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of each Participating Addendum States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts,

counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Purchasing Entity. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products when purchased for the Purchasing Entity; sales of hardware Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property. The transfer of licenses to software shall be subject to Contractor's then-current software transfer and relicensing policy.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the sum of all sales at Net Purchase Price at the adjusted prices (if any) in Participating Addenda, where "Net Purchase Price" is the Contractor's list price for an approved product or service minus all applicable contract discounts, rebates or value added incentives, and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an Order.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at

http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/Purchasing Entity type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Attachment H of the Solicitation.

c. Sales under Contractor's master agreement are intended for commercial, enterprise and government use only. Sales to employees for personal use are prohibited. [RESERVED].

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addenda become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Purchasing Entity's proposed terms and conditions, as deemed important to the Purchasing Entity, for possible inclusion into the Purchasing Entity agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 35 or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to Section 35or to terminate for default pursuant to Section 37

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's Purchasing Entities' to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide Purchasing Entity's information regarding the Contractor's website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the Purchasing Entity to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan; nor does the limitation preclude Contractor providing limited information as necessary for Contractor to perform its duties or secure or exercise any rights under the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period. Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase

announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Purchasing Entities

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering and Orders

a. Lead State desires that the Master Agreement identifier and purchase order numbers be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Purchasing Entity's Purchase Order number in the free form notes.

b. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasing Entities shall not order Products and/or Services directly from Contractor and shall order same from Fulfillment Partner. Purchasing Entity shall purchase Products and/or Services by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

c. Any contingencies on Purchasing Entity's Purchase Orders are not binding upon Contractor. The terms and conditions of this Master Agreement and applicable Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchasing Entity to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order or Order containing such terms shall not constitute such express consent.

d. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

e. Purchasing Entity may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchasing Entity less than ten (10)

days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Purchasing Entity may cancel the order without charge.

f. Services. Purchasing Entity may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Services Exhibit attached hereto as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at https://www.cisco.com/c/en/us/about/legal/service-descriptions.html. Contractor reserves the right to subcontract services to a third party organization to provision services for Purchasing Entity.

g. All stated prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Master Agreement. Purchasing Entity will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Master Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchasing Entity is exempt from property and sales taxes, it will not be charged same.

h. Notwithstanding anything contained in the Master Agreement to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the product may be made at any time by Contractor without prior notice to or consent of Purchasing Entity or NASPO, and such altered product shall be deemed fully conforming. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL: http://www.cisco.com/c/en/us/products/eos-eol-policy.html Purchasing Entity may make a last-time purchase of such products as set forth in such policy.

i. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors and/or Fulfillment Partners should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

j. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor and/or Fulfillment Partner as applicable is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

k. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

l. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

m. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

n. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

o. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement Maintenance agreements may have terms as prescribed in Section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

p. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after or extend after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries for hardware Products shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges pre-paid by the Contractor, for the standard shipping time intervals. Expedited shipping and/or a special delivery request that are non-standard delivery beyond docking areas at warehouses or designated delivery drop-offs locations at buildings (i.e. delivery of the Order, including pallets, to a closet, designated rooms, etc.) will result in additional charges to the Purchasing Entity. Title for hardware Products and risk of loss shall pass to the Purchasing Entity upon delivery. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.

b. Any damage to a building interior, scratched walls, damage to the freight elevator, etc., negligently caused by Contractor will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

d. Scheduled shipping dates will be assigned by Contractor as close as practicable to Purchasing Entity's requested date based on Cisco's then-current lead times for the Products. Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for hardware Products. The following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line-

stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times. Notwithstanding the foregoing, at any time when Purchasing Entity states "expedite" on an order for a hardware Product or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

e. Contractor will communicate scheduled shipping dates in the order acknowledgement or on www.Cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Purchasing Entity shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non- receipt shall be to promptly provide the information to the Purchasing Entity after such notification.

f. If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Purchasing Entity including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues.

g. Purchasing Entity shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. This also applies in cases where Purchasing Entity requests delivery of hardware Products to Purchasing Entity’s forwarding agent. Purchasing Entity agrees not to use any export licenses owned by Contractor.

h. Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay.

i. All sales are final. Except for return remedies set forth in the warranty statements, Contractor only permits the return of unopened hardware Products due to Contractor’s shipping or order processing errors, or damage in transit. No other returns are authorized. The return of hardware Product must be in accordance with Contractor’s return policy and procedures. Warranty returns will not be subject to any restocking fees.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

Purchasing Entity has thirty (30) days after hardware Product delivery to inspect the hardware Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchasing Entity shall notify Contractor. At Contractor's option, Contractor shall (i) repair such damage, (ii) ship a replacement, or (iii) refund the purchase price (upon return of the hardware Product). After such Acceptance Period the Products shall be deemed accepted. Acceptance does not relieve the Contractor of liability or responsibility under Contractor’s warranty obligation for the hardware Product.

17. Payment

Upon and subject to credit approval by Contractor, payment is due 30 days the date of the invoice. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchasing Entity. Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. If at any time Purchasing Entity is delinquent in the payment of any invoice, or is otherwise

in breach of this Agreement, Cisco may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order, require Purchasing Entity to prepay for further shipments, and/or withhold the provision of Services, until complete payment has been received. Purchasing Entity grants Cisco a security interest in Products purchased under this Agreement to secure payment for such Products. If requested by Cisco, Purchasing Entity agrees to execute financing statements to perfect this security interest. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

18. Warranty

All hardware Products are sold, Software licensed, and Services delivered with Contractor's standard limited warranty as set forth below.

a. Hardware Products. Contractor warrants that from the date of shipment by Contractor to Purchasing Entity, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the product or at https://www.cisco.com/go/warranty, the hardware Product will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Purchasing entity's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, (i) shipment of a replacement within the period and according to the replacement process described in the warranty card (if any) or if no warranty card, as described at https://www.cisco.com/go/warranty, or (ii) a refund of the purchase price, if the hardware Product is returned to the party supplying it to Purchasing Entity, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in the replacement of hardware Products, may be new or equivalent to new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then- current return procedures. This limited warranty does not apply if the hardware Product (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (ii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed or provided for beta, evaluation, testing or demonstration purposes.

b. Embedded Software Products. Contractor warrants that Embedded Software will substantially conform to the applicable documentation of the Embedded Software for the longer of (i) ninety (90) days following the date the Embedded Software is made available to Purchasing Entity for use or (ii) as otherwise set forth at http://www.cisco.com/go/warranty. This warranty does not apply if the Embedded Software, the hardware Product supplied by Contractor, or any other equipment upon which the Embedded Software is authorized to be used: (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which there is not payment of a purchase price or license fee; or (v) has not been provided by an authorized reseller of Contractor. Cisco will use commercially reasonable efforts to deliver to Embedded Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Embedded Software or data. At Contractor's option and expense, Contractor shall repair, replace, or cause the refund of the license fees paid for the non-conforming Embedded Software. This remedy is conditioned on Purchasing Entity reporting the non-conformance in writing to Contractor within the warranty period. Purchasing Entity may be required to return the Embedded Software, the Contractor hardware product, and/or Documentation as a condition of this remedy. This is Purchasing Entity's sole and exclusive remedy under this warranty for Embedded Software. Except as set forth herein, Embedded Software are provided "as is". Contractor does not warrant that Embedded Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Contractor does not warrant that the Embedded Software or any equipment, system or network on which the Embedded Software is used will be free of vulnerability to intrusion or attack.

c. Cloud Software Products. Unless otherwise provided for in the applicable Cloud Offer Description, Contractor warrants that it will provide the Cloud Software in accordance with the Cloud Offer Description using commercially reasonable skill and care. Upon prompt notification by Purchasing Entity of Contractor's breach of this warranty, to the extent permitted by applicable law, Contractor will, at Contractor's option, (i) repair or replace the Cloud Software or (ii) refund fees paid to Contractor for the period in which the Cloud Software did not materially comply with the Cloud Offer Description. This is Purchasing Entity's sole and exclusive remedy under this warranty for Cloud Software.

d. Services. Contractor warrants that Services sold under this Agreement pursuant to Exhibit 2 will be performed in a workmanlike manner and, where applicable, will materially comply with the applicable Service Description. Purchasing Entity must promptly notify Contractor of a breach of this warranty. Purchasing Entity's sole and exclusive remedy for any breach of this warranty shall be, at Contractor's option, (i) reperformance of the Services or (ii) termination of the applicable Service, and return of the portion of the fees paid to Contractor by Purchasing Entity for such non-conforming Services

e. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18, CONTRACTOR HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

19. Title of Product

Title to hardware Products and risk of loss shall pass to Purchasing Entity upon delivery. To the extent the transfer of title to the hardware Product includes a license to use any Embedded Software in the hardware Product subject to the terms of the End User License Agreement set forth in Exhibit 1. If Purchasing Entity subsequently transfers title of the hardware Product to another entity, transfer of the license to use the Embedded Software shall be subject to Contractor's then-current software transfer and relicensing policy.

20. License of Pre-Existing Intellectual Property

Contractor grants to Purchasing Entity a license to Software pursuant to the license terms and restrictions set forth in Exhibit 1.

21. No Guarantee of Service Volumes

The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data

Purchasing Entity retains full right and title to Purchasing Entity Data provided by it. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service that can be identified to Purchasing Entity may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

23. System Failure or Damage

In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. [RESERVED].

25. Data Privacy

The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a Statement of Work with a Purchasing Entity for the processing of such data, at the request of the Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the data categorization to determine what data the Contractor will hold, store, or process. To the extent applicable and reasonable, the Contractor must document the data categorization in the Statement of Work.

26. Transition Assistance

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. Only as set forth in a Services SOW under this Agreement, the Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration

All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired.

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The limits required shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence/$3 million general aggregate provided that such limit can be satisfied with any combination of primary and umbrella insurance;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Contractor's general liability insurance shall (1) include the Participating States identified in the Request for Proposal as additional insureds for liabilities falling within Contractor's indemnity obligations under this Agreement that are otherwise covered by such insurance, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that no lapse in coverage occurs, and shall provide a revised certificate of insurance evidencing same.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Such access will be (i) with at least ten (10) business days advance written notice, during normal business hours (ii) shall not unduly interrupt or interfere with Contractor's normal business operations, and (iii) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information ("Confidential Information") of the disclosing party ("Disclosing Party"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Receiving Party) publicly known; (2) is furnished by Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Disclosing Party without the obligation of confidentiality, (5) is disclosed with the written consent of Disclosing Party or; (6) is independently developed by employees, agents or subcontractors of Receiving Party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than subcontractors as necessary to perform the obligations of this Master Agreement) or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Each Party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Receiving Party shall advise Disclosing Party immediately if Disclosing Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Receiving Party shall at its expense cooperate with Disclosing Party in seeking injunctive or other equitable relief in the name of Disclosing Party against any such person. Except as directed by Disclosing Party, Receiving Party will not at any time during or for three years after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Disclosing Party's request, Receiving Party shall turn over to Disclosing Party all documents, papers, and other matter in their possession that embody Confidential Information. Notwithstanding the foregoing, Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. The parties acknowledge that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Disclosing Party that is inadequately compensable in damages. Accordingly, Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Disclosing Party and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The confidentiality obligations under this section shall also extend to (as included within the definition of Confidential Information) Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/Purchasing Entity, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 29.

To the extent permitted by law, Receiving Party shall notify the Receiving Party of any entity seeking access to the Confidential Information described in this Section 30. The Receiving Party will be authorized to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation; and (ii) the opportunity to oppose such disclosure.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services. In addition, Contractor may, without permission, utilize subcontractors to perform Services sold under this Master Agreement and provide Cloud Offers.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

33. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

34. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

35. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

36. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

37. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

   (1) Nonperformance of contractual requirements; or

   (2) A material breach of any term or condition of this Master Agreement; or

   (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

   (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

   (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of sixty (60) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

   (1) Exercise any remedy provided by law; and

   (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

   (4) Suspend Contractor from being able to respond to future bid solicitations; and

   (5) Suspend Contractor's performance; and

   (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement with respect to its Participating Addendum, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity.

38. Waiver of Breach

Failure of the either party to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver must be in writing. Waiver by a party any default, right or remedy under this Master Agreement or Participating Addendum, or with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any

subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

39. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

40. Indemnification; Limitation of Liability

a. General Indemnity - Each party shall defend, indemnify and hold harmless the other party, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to tangible personal property (not including lost or damaged data) arising from negligent or willful misconduct act(s), error(s), or omission(s) of the indemnifying party, its employees or subcontractors or volunteers, relating to its performance under the Master Agreement. In the event that the indemnified party's or a third party's negligent or willful misconduct acts, errors or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the Contractor, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the Contractor shall be proportionately reduced.

   The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

b. Indemnification – Intellectual Property. The Contractor shall defend any claim against NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, or Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims by third parties that Contractor's Products provided under this Agreement, infringes patents, copyrights or trademarks ("Intellectual Property Claim") of another person or entity.

   (1) The Contractor's obligations under this section shall not extend to the extent any Intellectual Property Claim is based on:

      (a) compliance with any designs, specifications, requirements, or instructions by any Indemnified Party or a third party on Indemnified Part's behalf; or

      (b) the modification of the Contractor's Product by anyone other than Contractor; or

      (c) the amount or duration of use made of Contractor's Product, or services offered by Indemnified Party to external or internal Purchasing Entity, or revenue earned by the Indemnified Party; or

      (d) the combination of the operation, or use of a Contractor's Product with third party products, software or business processes.

   (2) The Indemnified Party shall notify the Contractor promptly after receiving notice of an Intellectual Property Claim. If Indemnified Party fails to notify Contractor promptly of the Intellectual Property Claim, and that failure prejudices Contractor's ability to defend, settle or respond to the Intellectual Property Claim, then Contractor's obligation to defend or indemnify Indemnified Party

with respect to that Intellectual Property Claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide prompt notification shall relieve Contractor of any obligation to reimburse for Indemnified Party's attorneys' fees incurred prior to notification. If the Contractor defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request, information and assistance necessary for such defense.

(3) If an Intellectual Property Claim is made or appears likely, Indemnified Party shall permit Contractor to procure for Indemnified Party the right to continue using Contractor's Product, or to replace or modify the Contractor's Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then Indemnified Party will return and/or cease using Contractor's Product and Contractor will refund to Indemnified Party the remaining net book value of the Contractor's Product calculated according to generally accepted accounting principles.

(4) This Section 40(b) is Contractor's entire obligation and Indemnified Party's exclusive remedy regarding any Intellectual Property Claims.

c. Limitation of Liability. Except for Contractor's obligations under Section 40(a) (General Indemnity) and Section 40(b) (Indemnification – Intellectual Property) notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) three million dollars ($3,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

d. Waiver of Consequential Damages. In no event shall Contractor or its suppliers be liable for any (i) special, exemplary, incidental, indirect or consequential damages, or loss of or damage to data (except for a loss of Purchaser data caused by Contractor's negligence), (ii) loss of: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation, or (iii) wasted expenditure (other than any expenditure necessarily incurred to discharge the innocent party's duty or to mitigate its losses)

41. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

42. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

43. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

44. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

45. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

46. Entire Agreement:

This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those terms as referenced in this Master Agreement.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More

information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

Exhibit 1 – Additional Contractor Terms and Conditions

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") governs Your Use of Cisco Software and is between You and Cisco. Please read it carefully. The Agreement includes the applicable Cloud Offer Description(s) located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html and SEULA(s) located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html (each, "Supplemental Terms"). Capitalized terms are defined in Section entitled "Definitions" and the order of precedence in the event of conflict is in Section 1 ("Master Agreement Order of Precedence"). Depending on whether the Software is delivered on-premise as Embedded Software or as a Cisco-hosted cloud offering of Cloud Software, certain terms herein may not apply to Your purchase.

By clicking 'accept,' or Using the Software, You agree to the terms of this Agreement. You must have the authority to enter into this Agreement. If You do not have such authority, or if You do not agree with the terms of this Agreement, do not click accept and do not Use the Software. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Software, You may return the Software to the Approved Source, disable or uninstall the Embedded Software and/or cease Your Use of the cloud-hosted Cloud Software and receive a full refund, provided You do so within thirty (30) days of Your initial purchase.

Section 1. License

a. **License**. Subject to Your payment of the applicable fees to an Approved Source and compliance with this Agreement, Cisco grants You a limited, non-exclusive license to Use the Software and related Documentation for Your internal business purposes only and in accordance with any Supplemental Terms, Order and/or Entitlement. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Embedded Software delivered for Use on-premise may contain open source software, and is subject to separate license terms. A list of such open source software and related license agreements can be found at www.cisco.com/go/opensource.

b. **Limitations and Restrictions.** Unless expressly authorized by Cisco in writing, You will not and will not allow a third party to:

i. Sell, resell, transfer, sublicense, or assign Your rights under this Agreement to any other person or entity (except as expressly provided in Section 1.f below);

ii. modify, adapt or create derivative works of the Software or Documentation;

iii. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as authorized by Cisco ;

iv. make the functionality of the Software available to third parties in a managed or network provisioned service;

v. Use Software that is licensed for a specific device, whether physical or virtual, on another device;

vi. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

vii. Use the Software on secondhand and/or refurbished Cisco equipment; or

viii. Use the Software on third party hardware unless otherwise set forth in the Documentation (or otherwise authorized by Cisco in writing).

c. **Your Use of Cloud-Hosted Software.** You will be responsible for the accuracy, quality and legality of Your Customer Data, the means by which You acquired Your Customer Purchasing Entity Data and Your Use of Your Customer Entity Data with our Software. You will not (i) interfere with other customer access to, or use of, the Software, or with the security of the Software; (ii) facilitate the attack or

disruption of the Software, including a denial of service (DoS) attack, unauthorized access, monitoring or crawling or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware or cancelbots), or (iii) cause an unusual spike or increase in Your use of the Software that Cisco determines fraudulently or negatively impacts the operating capability of the Software. If Your use of the Software requires or permits You to use any Cisco Content, You (and Your agents) may only use such Cisco Content with the Software and with third-party products or services offerings that Cisco has identified as compatible. You will not extract Cisco Content from or use it separate from the Software, nor will you provide Cisco Content to a third party

d. Third Party Use of Software. You may allow a third party to Use the Software licensed to You solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this Agreement. You agree that You are responsible for any breach of this Agreement by that third party.

e. Upgrades and Additional Copies. Notwithstanding anything else in this Agreement, You may not Use Upgrades and additional copies of the Software unless You:

i. hold a valid license to the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and

ii. purchase the Upgrade separately or have a valid support agreement covering the Software, either as part of a subscription or purchased separately; and

iii. Use additional copies *solely* for backup purposes limited to archiving for restoration purposes.

f. Transferability/Assignment. You may only transfer or assign Your license rights to on-premise Embedded Software to another person or entity in accordance with the current Cisco Relicensing/Transfer Policy. Any transfer or assignment other than in accordance with the Transfer Policy will have no effect. Cisco may transfer or assign any of its rights or delegate any of its obligations under this Agreement in its sole discretion.

g. Interoperability. If required by applicable law, Cisco will provide You with the interface information needed to achieve interoperability between the on-premise Embedded Software and another independently created program. Cisco will provide this interface information at Your written request after You pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes the information available.

h. Non-production and Trial Use.

i. We may provide beta versions of the Software for you to evaluate and provide feedback. Beta versions are not generally released and may only be used for limited, temporary purposes ("Beta Software"). The Beta Software may not be used in a production environment. Beta Software is unsupported and may contain bugs, errors, and other issues. You accept Beta Software "AS-IS," without warranty of any kind, and Cisco is not responsible for any problems or issues related to Your use. You understand that the Beta Software may never be generally available and we may discontinue it in our sole discretion at any time for any reason and delete any Customer Data or other data without liability to You. Your Use of the Beta Software is valid for thirty (30) days from the date it is made available to You. You will be invoiced for the list price if You do not return or stop Using it. You may not publish any results of benchmark tests run on the Beta Software without first obtaining written approval from Cisco.

ii. We may also give You trial access to generally-available Software. Any trial period will expire in thirty (30) days unless otherwise stated in writing from Cisco. Trials are also provided "AS-IS" without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may terminate the trial and deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

Section 2. Fees and Payment

Fees for the Software are set out in Your purchase terms with Your Approved Source. Fees are non-refundable and payment obligations are non-cancelable, except as provided here, in Your purchase terms, or where prohibited by law.

Section 3. Ownership and Your Data

a. **What We Own.** Cisco and its licensors retain ownership of all intellectual property rights in and to the Software and its underlying technology and associated Documentation (together, "Materials"), including all improvements, enhancements, modifications, and derivative works. Cisco reserves all rights to the Materials that are not expressly granted under this Agreement or the Supplemental Terms.

b. **What You Own and What You Do with It**. You retain all right, title and interest in and to Customer Data. You authorize Cisco to use any feedback or ideas You provide in connection with Your Use of the Software for any purpose. You represent that all account information You provide is accurate and will be kept up-to-date and that You will use reasonable means to protect Your account from any unauthorized use or access, and promptly notify Cisco of any such use or access.

c. **How We Use Your Data**. Cisco will process Customer Data and Personal Data in accordance with this Agreement, Cisco's Privacy Statement, and the applicable Supplemental Terms. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data we process. Certain Data that Cisco collects from the Software, or that You provide or make accessible to Cisco as part of Your use of the Software, is necessary for the essential use and functionality of such Software. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security and functionality of the Software. For those reasons, You may not be able to opt out from some of the Data collection other than by uninstalling, disabling or ceasing use of the Software.

i. **Use of Telemetry Data and Statistical Data.** Cisco may process Telemetry Data related to Your use of the Software in order to (i) deliver, enhance, improve, customize, support, and/or analyze the Software and other Cisco offerings, and (ii) derive Statistical Data. Cisco may freely use Telemetry Data that does not identify You or any of Your Authorized Users. Statistical Data is owned by Cisco and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Software.

ii. **International Data Transfers**. Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of their Personal Data by the Software, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. If Cisco processes Personal Data from the EEA or Switzerland on Your behalf, we will do so in a manner consistent with the relevant EU- or Swiss-US Privacy Shield Principles ("Principles") (see www.commerce.gov/privacyshield) or successor frameworks. If Cisco transfers Personal Data from an APEC Member Economy on Your behalf, Cisco will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to Cisco's processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.

Section 4. Software Support

We will provide basic technical support for subscription Cloud and Embedded Software, as described in the Supplemental Terms. Higher levels of support for subscription Software, and support for perpetual Software is separately available for purchase.

Section 5. Term and Termination

a. Your right to Use the Software begins on the date (i) the on-premise Embedded Software is made available for download or installation, or (ii) You receive notice that the cloud hosted Cloud Software is provisioned or available for Your use , and continues until the end of the term specified in the Order or Entitlement, unless otherwise terminated in accordance with this Agreement ("Initial Term").

If the Software is licensed for use both on-premise and cloud-hosted, Your right to Use begins on the earlier of the date the Software is made available for download or is ready for provisioning.

b. Software subscriptions will automatically renew for the renewal period selected on the Order ("Renewal Term") unless (i) either party notifies the other (including via the Approved Source) in writing at least thirty (30) days before the end of the then-current term of its intention not to renew or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the Software subscriptions. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify us in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the Software subscription will terminate at the end of the Initial Term.

c. If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Cisco also has the right to immediately suspend or terminate Your use of the Software if You breach Section 1.c or Section 1.a or 1.b above. Upon termination or expiration of this Agreement, You must cease any further use of the Software and destroy any copies within Your control. Upon any termination by You for Cisco's material breach of the Agreement, we will refund to You or Your Approved Source any prepaid fees covering the remainder of the Term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay Cisco or Your Approved Source any unpaid fees covering the remainder of the Term.

d. Cisco reserves the right to end the life ("EOL") of the Software by providing prior written notice by posting at http://www.cisco.com/c/en/us/products/index.html. If You or Your Approved Source prepaid a license fee for Your Use of EOL Cloud Software, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Software. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.

Section 6. General Provisions

a. Audit. During the license term for the Software and for a period of three (3) years after its expiration or termination, you will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this Agreement. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You or Your Approved Source will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

b. Survival. Sections 1.b, 3, 5, 6.a, 6.b, 6.d, 6.g shall survive termination or expiration of this Agreement.

c. Subcontracting. We may also subcontract any performance associated with the Software to third parties. Any such subcontract will not relieve Cisco of any of its obligations under this Agreement.
US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

d. Modifications. As our business evolves, we may change this Agreement or any of its components (except an Order). Changes to the Agreement will only apply to future Orders.

e. **Compliance with Law.** You will comply with all applicable laws and regulations related to Your receipt and use of the Software. You must ensure You have the right to use all features of the Software in Your jurisdiction. Cisco will comply with all applicable laws in the provision of the Software to You. We may restrict the availability of the Software in any particular location or modify or discontinue features to comply with applicable laws and regulations. Cisco may also share information as necessary to comply with laws and subject to Cisco's policy on law enforcement requests found at http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html.

f. **Integration.** If any portion of this Agreement is not enforceable, it will not affect any other terms. Except as expressly stated in a signed agreement, this Agreement, together with any Supplemental Terms is the complete agreement between the parties with respect to the Software and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) regarding this subject matter. In the event of any conflict, the order of precedence is: i) Supplemental Terms; ii) this Agreement; then iii) any applicable policies referenced in this Agreement. The parties agree that the English version of the Agreement will govern in the event of a conflict between it and any version translated into another language.

Definitions

"Administrative Data" means data related to Your employees or representatives to administer or manage Your use of the Software. Administrative Data may include Personal Data and information about our contractual commitments, whether collected at the time of the initial registration or thereafter.

"Approved Source" means Cisco or a Cisco authorized reseller, distributor or systems integrator, including a Fulfillment Partner under the NASPO ValuePoint Master Agreement Terms and Conditions.

"**Authorized User**" means the individuals authorized by You to access the Software.

"Cisco" "we," "our" or "us" means Cisco Systems, Inc. or its applicable affiliate, the Contractor under the NASPO ValuePoint Master Agreement Terms and Conditions.

"Cisco Content" means any Cisco-provided content or data including, but not limited to, geographic and domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs and IP address data feeds.

"**Cloud Software**" means a Cisco-hosted software offering as described in the applicable Cloud Offering Description purchased by You.

"**Confidential Information**" means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

"Customer Data" means Purchasing Entity Data in the NASPO ValuePoint Master Agreement Terms and Conditions.

"Data" means Telemetry Data and Statistical Data.

"**Documentation**" means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Software.

"**Entitlement**" means the license detail, including license metric, duration, and quantity provided in a product ID (PID) published on Cisco's price list, claim certificate or right to use notification.

"Force Majeure Event" means an event beyond the affected party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

"Cloud Offer Description(s)" means the additional terms and conditions applicable to the specific cloud-hosted Software licensed under this Agreement (located here).

"**Order**" means an ordering document (including a web or other electronic form) that specifies the duration, type/product ID (PID) and quantity of Software to be provided and the associated fees.

"Personal Data" has the same meaning in the NASPO ValuePoint Master Agreement Terms and Conditions.

"SEULA" means the Supplemental End User License Agreement containing additional terms and conditions for the on-premise Software licensed under this Agreement (located here).

"**Software**" means the binary image of Cisco computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted purchased from an Approved Source. Software may be either Embedded Software or Cloud Software.

"Statistical Data" means any information/data that Cisco derives from Customer Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

"Telemetry Data" means information generated by instrumentation and logging systems created through the use and operation of Cisco products and services.

"**Upgrades**" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

"**Use**" or "**Using**" means to download, install, activate, access or otherwise use the Software

"**You**" or "**Your**" means the Purchasing Entity purchasing the Software pursuant to the NASPO ValuePoint Master Agreement Terms and Conditions and applicable Participating Addendum.

Exhibit 2 -Additional Contractor Terms and Conditions

Services Exhibit

This Services Exhibit governs all Orders for Services placed under the NASPO Master Agreement Terms and Conditions ("NASPO Master Agreement"). This Services Exhibit consists of the terms set forth in Exhibit 2 (including its attachments) and the Service Description Purchasing Entity may elect to purchase.

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1. DEFINITIONS

Terms not defined in the body of the NASPO Master Agreement are those set out in the Glossary of Terms at the end of this Exhibit 2.

2. SCOPE

This Exhibit describes the terms and conditions for (a) Direct Purchases from Cisco by Customer of Services, and (b) delivery by Cisco of the Services according to the options ordered by Customer or otherwise provided by Cisco to Customer. Cisco will provide Services for Products and Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.

3. PRICING

For direct purchases from Cisco, and subsequent Equipment List renewals, prices for Services shall be those specified in Cisco's then-current Price List less any applicable contract discount in effect under the NASPO Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfilment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the NASPO Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates. Subject to the price discount floor established by Cisco under the NASPO Master Agreement, for indirect purchases, Fulfillment Partners are free to determine their resale prices unilaterally.

Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services

In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.

4. INVOICING

Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.

5. TERM AND TERMINATION

a. The term of an Equipment List shall commence on the date set forth on such Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance. The term of an Equipment List shall be for a period of one year and shall be renewed automatically for

successive one year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one year term.

b. The term of each SOW shall be stated in the SOW.

c. Any Equipment List or SOW may be terminated if Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, or otherwise in accordance with the termination provisions set out in the Agreement.

d. Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon thirty (30) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.

e. Upon termination of any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.

f. Firm Orders for Services under this Services Exhibit placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the NASPO Master Agreement and this Services Exhibit for any other Services.

6. [INTENTIONALLY LEFT BLANK]

7. LICENSES

a. Subject to Customer's compliance with the terms of this Services Exhibit, any applicable AS Service Description or SOW, and the End User License Agreement (**EULA**) set forth in Exhibit 1, Cisco grants to Customer a worldwide, non-exclusive and non-transferable license to use for Customer's internal business use only: (i) Software provided as a result of Services, if any, solely in object code form; (ii) other Deliverables specified in an applicable AS Service Description or SOW, if any, and (iii) Data Collection Tools, if any (collectively and individually, the "**Licensed Materials**"). In addition, Cisco grants to Customer a right to modify and create derivative works of any Scripts provided by Cisco to Customer pursuant to this Services Exhibit, solely for Customer's internal business use. These license grants do not include the right to sublicense; provided that Customer may permit its suppliers, subcontractors and other related third parties to use the Licensed Materials solely on Customer's behalf for Customer's benefit, provided that Customer ensures that any such use is subject to license restrictions and confidentiality obligations at least as protective of Cisco's rights in such Licensed Materials as are specified in this Agreement.

b. Nothing in this Agreement, any AS Service Description or any SOW shall alter or affect the Intellectual Property rights and/or licenses provided with any Cisco Products.

c. Customer hereby grants to Cisco a perpetual, irrevocable, royalty free, worldwide right and license to all Intellectual Property in the Customer Feedback (as defined below) to use and incorporate Customer Feedback into any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology, and to use, make, have made, offer to sell, sell, copy, distribute and create derivative works of such Customer Feedback for any and all purposes whatsoever, and Customer acknowledges and agrees that it will obtain no rights in or to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology as a result of Cisco's use of any such Customer Feedback. For purposes of this Agreement, "**Customer Feedback**" means all oral or written communications regarding improvements or changes to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology that Customer provides to Cisco.

8. OWNERSHIP

a. Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("**Pre-Existing Technology**").

b. Except as otherwise expressly set forth in applicable SOW, Cisco owns and will continue to own all right, title and interest in and to the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Cisco (or a third party acting on Cisco's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing (collectively, "**Cisco Intellectual Property**").

c. As between Customer and Cisco, Customer shall at all times retain all right, title and interest in and to all of Customer's Pre-Existing Technology and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter, other than Cisco Intellectual Property. Third Party Products shall at all times be owned by the applicable third party, and will be subject to any applicable third party license terms.

9. SUBCONTRACTING

Cisco reserves the right to subcontract Services to a third-party organization to provide Services to Customer. Any such subcontract shall not relieve Cisco of any of its obligations under this Services Exhibit or the NASPO Master Agreement.

EXHIBIT 2 -- ATTACHMENT 1

GLOSSARY OF TERMS

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the Services set forth in the AS Service Description(s) found at http://www.cisco.com/go/servicedescriptions and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smart Net Total Care or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at http://www.cisco.com/go/servicedescriptions and which are incorporated in this Agreement by reference.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco means Contractor under the NASPO Master Agreement.

Customer means Purchasing Entity under the NASPO Master Agreement.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Advanced Services.

Depot Time or **Local Time** means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco to Customer as set forth in an applicable AS Service Description and/or SOW, including, without limitation, any Software, Reports, Data Collection Tools, and/or Scripts.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

(i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.

(ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Indirect Purchases means purchases of Services by Customer through an Authorized Channel.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco to Customer pursuant to this Agreement.

Scripts means software scripts, macros and batch files provided by Cisco to Customer pursuant to this Agreement.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated into this Services Exhibit by reference.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at http://www.cisco.com/go/servicedescriptions.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

(i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and

(ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

(i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.

(ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

EXHIBIT 2 -- ATTACHMENT 2

CISCO SEVERITY AND ESCALATION GUIDELINES

Customer shall assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Cisco Escalation Guideline

*Elapsed Time**	*Severity 1*	*Severity 2*	*Severity 3*	*Severity 4*
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

*Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

EXHIBIT 2 -- ATTACHMENT 3

SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description or Statement of Work document are not covered under such Service Description or Statement of Work, including, without limitation, the following:

1. Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
2. Any customization of, or labor to install, Software and Hardware (including installation of Updates).
3. Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
4. Electrical or site work external to the Products.
5. Any expenses incurred to visit End User's location, except as required during escalation of problems by Cisco.
6. Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
7. Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshot failed Hardware down to the FRU level.
8. Services performed at domestic residences.
9. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (a) natural causes; (b) environmental failures; (c) your failure to take any required actions; (d) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (e) an act or omission of a third party.
10. Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
11. Services for non-Cisco Software installed on any Cisco Product.
12. Any Hardware or third party product upgrade required to run new or updated Software.
13. Erasure or other removal of any customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
14. Additional Services are provided at the then-current time and materials rates.
15. Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
16. Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under a separate service description.

The non-entitlement policies posted at http://www.cisco.com/go/warranty are hereby incorporated into this Agreement by this reference.

Capitalized terms are defined in the Glossary of Terms, or may be as set forth in the applicable Service Description or Statement of Work.

Attachment B – Scope of Services Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.1: UNIFIED COMMUNICATIONS (UC).

A set of products that provides a consistent unified user interface and user experience across multiple devices and modes of communications. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and meeting solutions (i.e., web, audio, IM&P, file sharing, white boarding, guest support, etc.). It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- PSTN Access resiliency
- Call Processing Redundancy
- Optional Branch Office Survivability Services

1.1.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Enterprise Telephony Features (CFx, Transfer, CID, Shared line appearance, One Number Service, etc.)
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone
- E911 Support
    - National E911 Routing Services (proper PSAP routing when PSTN access is centralized)
    - 911 Device Tracking Services
    - 911 On-Site Notification Services

1.1.2 Instant messaging/ Presence — Solutions that allow communication over the Internet Protocol, within the enterprise, and remotely, as well as with guest users that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers, Desktop (Windows/Mac/VDI/Linux), Mobile/Smartphone, Tablet, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

- IM Persistency / Workstream Collab
- File Sharing Services, Desktop Sharing Services

1.1.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)
- ASR / Transcription Services for recorded messages

1.1.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities, outbound call/contact center and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic routing management.

1.1.5 Communications End Points and Applications

- Attendant Consoles (Telephone Station)
- IP Phones (desktop devices and accessories)
- Room Based Conferencing Endpoints (Conf Phones, SparkBoard, JamBoard, Surface Hub)

1.1.6 UC Network Monitoring — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, accounting/billing, analytics (capacity planning), contact center specialized reports (utilization, queue KIIs, call abandonment rations, etc.), and business intelligence reporting.

1.1.7 Collaboration — Voice, video, workstream collaboration, and web conferencing; messaging; mobile applications; and enterprise social software. Doesn't include the audio visional software or hardware.

1.1.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

1.1.9 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to a very large number of end-users (i.e., quarterly all hands meetings/webinar) with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

Category 1.2: NETWORKING.

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages)

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) **—** An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE.

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding

- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management - Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data- at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. NetFlow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- NetFlow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support

- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability

- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel

- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

Category 1.5: FACILITY MANAGEMENT, MONITORING, AND CONTROL.

Technology utilized in the management, monitoring and control of facilities. Technologies include:

a. Access control systems
b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
c. Response systems such as alert systems, desktop monitoring systems, radios, and digital signage.
d. Building and energy controls

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
   i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
   ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
   iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Fulfillment Partner's Services — Provided by Contractor's Fulfillment Partners.

a. Subject to Contractor's approval and the certifications held by its Fulfillment Partner, many Fulfillment Partners can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. Contractor, as the prime, has sole discretion to determine what Services as listed above may be provided by the Fulfillment Partners. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Fulfillment Partners. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Fulfillment Partners.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Attachment C - Pricing Discounts & Value Added Services

Contractor ***Cisco Systems, Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude Contractor and/or its Fulfillment Partners from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing Entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall only include offers that are in contract scope and within the awarded categories. Quotes to eligible Purchasing Entities shall be based on the then-current approved price catalog as posted on the NASPO ValuePoint's website as well as the Contractor's mandatory contract webpage.

Section 2: Minimum Discount % off List	
Category 1.1 Unified Communications (UC)	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.2 Networking	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.4 Wireless	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.5 Facility Management, Monitoring, and Control	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%

Section 3: Value Added Services

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Non-Packaged (i.e. not SMART Total Care); Not-To-Exceed (NTE) Rates	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00
Professional Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Deployment Services	i.e. Cisco Implementation Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Consulting Advisory Services	i.e. Cisco Advisory Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Architectural Design Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Statement of Work Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Partner Services	Basic Install & Config Only (i.e. rack & stack, cabling, etc.), IoT, NTE	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00
Training Deployment Services	i.e. Software Adoption, Cisco Training Services, NTE	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-01
AMENDMENT 3

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3227

Cisco Systems, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-01 as follows:

1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Cisco Systems, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.10.25 15:35:27 -07'00' 10/25/2024	Jennifer Baenziger September 11, 2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Jenn Baenziger, Authorized Signatory
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	170 West Tasman Dr. San Jose, CA 95134
Address	*Address*

APPROVED BY LEGAL

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-01
AMENDMENT 2

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3227

Cisco Systems, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-01 as follows:

1) Agreement is extended from September 30, 2024, to September 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin June 1, 2021, or upon signature approval by the State, whichever is later and will end September 30, 2026, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services
Agency Name

Julie Matthews Digitally signed by Julie Matthews Date: 2024.07.23 10:16:55 -07'00' 7/23/2024
Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Cisco Systems, Inc.
Contractor Name

May 8, 2024
Authorized Signature *Date Signed*

Nicolas Alvarez / Manager, Legal
Printed Name/Title of Person Signing

170 West Tasman Dr.
San Jose, CA 95134
Address

APPROVED BY LEGAL

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-01
AMENDMENT 1

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3227

Cisco Systems, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-01 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS, subparagraph A** is hereby deleted and replaced with the following:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

      1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

2) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY), subparagraph A** is hereby deleted and replaced with the following:

   A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.

      1) Leasing (Note: State agencies may utilize financing available through DGS-PD GS $Mart program.)
      2) Cloud solutions

   These restrictions are not applicable to local governments.

3) **Section 16. CONTRACT MANAGEMENT, subparagraph B** is revised to read as follows:

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	Katelynne.Leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

4) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Cisco Systems, Inc.	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2023.06.05 14:44:48 -07'00'	6/5/2023		June 2, 2023
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Jenn Pate Authorized Signatory	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		170 West Tasman Dr. San Jose, CA 95134	
Address		*Address*	

APPROVED BY LEGAL

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-01

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3227

Cisco Systems, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-01 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Cisco Systems, Inc. (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3227.

1. SCOPE

A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3227 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin June 1, 2021, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page- Content/Procurement-Division-Resources-List-Folder/Model-Contract- Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-20-70-47-01
2) Utah NASPO ValuePoint Master Agreement Number AR3227

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3227:

1) Category 1.1 Unified Communications
2) Category 1.2 Networking
3) Category 1.3 Routers, Switches, Security, and Storage Networking
4) Category 1.4 Wireless
5) Category 1.5 Facility Management, Monitoring, and Control
6) Category 2.1 Maintenance Services
7) Category 2.2 Professional Services
8) Category 2.3 Partner Services
9) Category 2.4 Training

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.

1) Leasing (Note: State agencies may utilize financing available through DGS-PD GS $Mart program.)

These restrictions are not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.

C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.

D. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Recycled-Content Certification form (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the state of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template

attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Jumana Dihu
Phone:	(773) 269-6397
Email	nvp-help@cisco.com
Address:	Cisco Systems, Inc. Attn: Jumana Dihu 170 West Tasman Dr. San Jose, CA 95134

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov

State	Contract Administrator
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3227, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Cisco Systems, Inc.	
Agency Name		*Contractor Name*	
	5/28/21		May 28, 2021
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Stephanne Lim, MAU2 Supervisor		Nicolas Alvarez/Manager Legal	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		170 West Tasman Dr. San Jose, CA 95134	
Address		*Address*	

APPROVED BY LEGAL

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 4

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

21 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:
For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 09/05/2014)

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
b) Such notification shall be provided to the State designee identified in this Contract.
c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 09/05/2014)

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.05.13 11:36:30 -07'00' 5/13/2025	Nicole Hadley 04/29/2025
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Nicole Hadley/Contract Negotiator
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1701 East Mossy Oaks Road Spring, TX 77389
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 3

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) **Section 21. GENERATIVE ARTIFIFICAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Hewlett Packard Enterprise Company	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2024.10.25 17:00:12 -07'00'	10/25/2024	Debra Laird	8/20/2024
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Debra Laird, Manager, Contract Negotiations	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		1701 East Mossy Oaks Road Spring, TX 77389	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 2

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) Agreement is extended from September 30, 2024, to September 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2026, or upon termination by the State, whichever occurs first.

2) **Section 16. CONTRACT MANAGEMENT** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 1701 East Mossy Oaks Road Spring, TX 77389

   B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	**Contract Administrator**
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email:	Katelynne.Leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

3) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Hewlett Packard Enterprise Company	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2024.07.23 10:20:22 -07'00'	7/23/2024	Debra A Laird	4/22/2024
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Debra A. Laird, Manager, Contract Negotiations	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		1701 East Mossy Oaks Road Spring, TX 77389	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 1

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) All references to Utah NASPO ValuePoint Master Agreement Number AR3288 within the Participating Addendum are revised to AR3228.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
6-18-2020	06/08/2020
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Patrick B. Mullen Manager MAS	Chris Backes, Contracts
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	6280 America Center Drive San Jose, CA 95002
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3288

Hewlett Packard Enterprise Company (Contractor)

This Participating Addendum Number 7-20-70-47-04 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Hewlett Packard Enterprise Company (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3288.

1. SCOPE

A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3288 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-20-70-47-04
2) Utah NASPO ValuePoint Master Agreement Number AR3288

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3288:

1) Category 1.2 Networking
2) Category 1.3 Routers, Switches, Security, and Storage Networking
3) Category 1.4 Wireless

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following product and service offerings are prohibited under this Participating Addendum.

1) Leasing

This restriction is not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

   State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

   This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

   This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

   1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

   2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

   3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Recycled-Content Certification form (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 6280 America Center Drive San Jose, CA 95002

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3288, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
[signature] 5/28/2020	[signature] 05/18/2020
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim / MA2 Supervisor	Chris Backes, Contract Negotiator
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	6280 America Center Drive San Jose, CA 95002
Address	*Address*

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4138 **Agenda Date:** 10/7/2025 **Agenda #:** C.78.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment #23-570-7 with Black Duck Software, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension #23-570-7 with Black Duck Software, Inc., a corporation, effective, August 2, 2025, to amend Contract #23-570 (as amended by County Contract Amendment #23-570-1 through 23-570-4, and 23-570-6), to increase the payment limit by $378,147, from $516,378 to a new payment limit of $894,525, and extend the termination date from August 2, 2025, to August 2, 2028, and for successive one (1) year terms thereafter until terminated, for software and services to identify and remediate network security vulnerabilities for the Health Services Information Systems Unit.

FISCAL IMPACT:
Approval of this Amendment will result in additional annual expenditures of up to $378,147 and will be funded as budgeted by the department in FY's 2025-28, by 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:
This Contract Amendment/Extension meets the needs of the County by providing third-party application security software as a service. Blackduck Sentinel is a Software-as-Service (SaaS) solution providing application security that assesses code and assists in identifying and remediating vulnerabilities before the code is pushed to production by incorporation of security across the entire software development lifecycle (SDLC) that helps proactively protect Contra Costa Health's (CCH) digital estate against cyber threats. CCH's Information Systems Unit utilizes applications hosted by third-party sites. This software analyzes and minimizes risk before and during the ongoing use of these systems.

CCH has been contracting with this vendor since November 2015 for its services concerning vulnerability scanning software. Health Services Personnel approved this Contract to ensure no conflicts, consistent with procedures established by the Labor Relations Division of the County Administrator's Office. This Contractor was approved by the Public Works Department's Purchasing Division on August 4, 2025, in compliance with Administrative Bulletin 600.3 requirements. A summary of service contract deliverables, including measurable outcomes required of the Contractor to be monitored by the department in compliance with Section III (B)(7) of the Purchasing Policy include technical support for County's use of the software under the license grant, and access to maintenance and support.

In November 2015, the County Administrator approved, and the Purchasing Services Manager executed

Contract #23-570 with Whitehat Security, Inc., to provide software maintenance and support services including, but not limited to, consulting and technical support for the Department's Information Systems Unit, for the period from August 3, 2015 through August 3, 2016.

On August 16, 2016, the Board of Supervisors approved Contract Amendment/Extension #23-570-1 with Whitehat Security, Inc, effective August 1, 2016, to increase the payment limit by $100,000 to a new payment limit of $150,000 and to extend the termination date from August 3, 2016 to August 3, 2017 for additional consulting, technical support and training for the Department's Information Systems.

On August 18, 2017, the Board of Supervisors approved Contract Amendment/Extension #23-570-2 with Whitehat Security, Inc, effective August 1, 2017, to increase the payment limit by $85,000 to a new payment limit of $235,000 and to extend the termination date from August 3, 2017 to August 3, 2018 for additional consulting, technical support and training for the Department's Information Systems.

On August 15, 2017, the Board of Supervisors approved County Contract Amendment #23-570-3 with Whitehat Security, Inc, effective August 1, 2017, to increase the payment limit by $39,000 to a new payment limit of $274,000 for additional consulting, technical support and training for the Department's Information Systems with no change in the term.

On August 7, 2018, the Board of Supervisors approved County Contract Amendment/Extension #23-570-4 with Whitehat Security, Inc, to increase the payment limit by $39,000 to a new payment limit of $274,000 for the renewal of software licenses and support services for the Health Services Department's Information Systems for the term August 3, 2018 through August 2, 2019.

On August 6, 2019, the Board of Supervisors approved the issuance of Purchase Order #016767 and a Service Order with Whitehat Security, Inc, in an amount not to exceed $393,976 for additional consulting, technical support and training for the Department's Information Systems for the term August 3, 2019, through August 2, 2022. In April 2022, Synopsys announced that it signed a definitive agreement to acquire WhiteHat Security.

On October 8, 2024, the Board of Supervisors approved Contract Amendment/Extension #23-570-6 with Black Duck Software, Inc., for the execution of a Purchasing Agreement to renew the licensed product, subscription services and on-site support, increase the payment limit by $122,378 to an amount not to exceed $516,378, and extend the term through August 2, 2025, and for one-year terms thereafter until terminated under the agreement. Under Contract Amendment /Extension, 23-570-6, per Section 13.8 Assignment of the Agreement, Synopsys assigns all its rights, title, and interest in the Agreement to Black Duck, and Black Duck assumes all of the obligations of Synopsys under the Agreement.

Under this Contract Amendment/Extension #23-570-7 the parties will execute a Purchasing Agreement for thirty-six (36) months of licensed product, subscription services and on-site support services for Contractor to continue to provide its Sentinel Standard and Premium Edition, including business logic assessment SaaS, through August 2, 2028, and for one-year terms thereafter until terminated under the agreement. The division is requesting a retroactive effective date for this renewal due to staff transitions and policy changes.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, CCH's Information Systems Unit will be unable to maintain the related software licensing and receive support and training from this contractor to help mitigate risks associated with externally hosted applications, minimizing CCH's defense against cyberattacks.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4139 **Agenda Date:** 10/7/2025 **Agenda #:** C.79.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment #28-372-6 with the City of Richmond

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment #28-372-6 with the City of Richmond, a municipal corporation, to increase the amount payable to the County by $2,875,440, from $1,430,639 to a new amount not to exceed $4,306,079 for the provision of additional homeless outreach services for the City of Richmond's Encampment Solutions Fund 2-R Program with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Amendment will allow the County to receive an additional amount not to exceed $2,875,440 from the City of Richmond. No County match is required.

BACKGROUND:
The County's Coordinated, Outreach, Referral and Engagement (CORE) Program locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. County has been providing CORE services to the City of Richmond since May 2018.

This amendment will allow the County to provide additional homeless outreach services to the City of Richmond's Encampment Resolution Funding 2-R Program (ERF-2-R Program) including but not limited to managing up to five (5) shelter beds, providing rapid rehousing services, and adding an additional two (2) person CORE team to identify and provide dedicated housing support services to individuals living within the City of Richmond's homeless encampment corridor.

On December 5, 2023, the Board of Supervisors approved Agreement #28-372-5 with City of Richmond to pay County an amount not to exceed $1,430,639 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2023 through June 30, 2026. This Agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of the Contract.

Approval of Amendment #28-372-6 will allow County to receive additional funding to provide grant administration services to City of Richmond's Encampment Solutions Fund 2-R Program through June 30,

2026. This Amendment is late due to extended review and negotiating language between Contractor and County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, County will not receive additional funding to provide additional CORE services needed by the City of Richmond.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4140 **Agenda Date:** 10/7/2025 **Agenda #:** C.80.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Cancellation Agreement #77-467-4 with Danville Long-Term Acute, Inc. (dba Danville Post-Acute Rehab) and Contract #77-467-5 with Mountain Violet Healthcare, Inc. (dba Danville Post-Acute Rehabilitation)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #77-467-4 with Danville Long-Term Acute, Inc. (dba Danville Post-Acute Rehab), a corporation, effective at the end of business on October 7, 2025; and Contract #77-467-5 with Mountain Violet Healthcare, Inc. (dba Danville Post-Acute Rehabilitation), a corporation, formally known as Danville Long-Term Acute, Inc. (dba Danville Post-Acute Rehab), in an amount not to exceed $3,000,000, to provide Skilled Nursing Facility (SNF) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 8, 2025 through September 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. Contractor's proven track record and established reputation within the medical community mitigates potential risks associated with CCHP's success and patient well-being. This Contractor has been a part of the CCHP Provider Network providing SNF services, formally under a different business name and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since May 1, 2022.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement

Programs. The nature of the SNF services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On May 14, 2024, the Board of Supervisors approved Contract #77-467-3 with Danville Long-Term Acute, Inc. (dba Danville Post-Acute Rehab), in an amount not to exceed $3,000,000, for the provision of SNF services for CCHP members and County recipients for the period May 1, 2024 through April 30, 2026.

In consideration of the Contractor's agreement to continue providing SNF services and the department's need to show change in the Contractor's SNF's ownership, the department and Contractor have agreed to (1) mutual cancellation of the current Contract in accordance with General Conditions Paragraph 5 (Termination) of the Contract, (Cancellation Agreement #77-467-4) will accomplish this Cancellation, and (2) establish a new Contract with the correct terms and conditions for the next two years.

Under new Contract #77-467-5, Contractor will provide SNF services for CCHP members and County recipients for the period October 8, 2025 through September 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this new Contract is not approved certain specialized SNF services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4141 **Agenda Date:** 10/7/2025 **Agenda #:** C.81.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-218-30 with Desarrollo Familiar, Inc. (dba Familias Unidas)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-218-30 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed $1,308,928, to provide Medi-Cal specialty mental health services primarily for underserved Latino children, youth and their families in West Contra Costa County, for the period from July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $1,308,928 for FY 2025-26 and will be funded by 45% Federal Medi-Cal revenues, 45% State Medi-Cal revenues and 10% Mental Health Realignment funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services, including assessments; individual, group, and family counseling; case management; and outreach to an underserved Latino population in West Contra Costa County, which will result in greater home, community, and school success. Desarrollo Familiar, Inc. (dba Familias Unidas) has provided community based mental health services to the county since October 1, 2003.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On July 23, 2024, the Board of Supervisors approved Contract #74-218-28 with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed $1,326,219 for the provision of Medi-Cal specialty mental health services for underserved Latino children, youth and their families in West Contra Costa County, for the period from July 1, 2024 through June 30, 2025.

Approval of Contract #74-218-30 will allow the Contractor to continue providing Medi-Cal Specialty mental health services through June 30, 2026. This Contract was delayed while rates and payment limits were determined.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, children and youth in West Contra Costa County will have reduced access to Medi-Cal specialty mental health services and may require higher levels of service.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4142 **Agenda Date:** 10/7/2025 **Agenda #:** C.82.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #24-928-40 with Fred Finch Youth Center

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-928-40 with Fred Finch Youth Center, a non-profit corporation, in an amount not to exceed $2,541,247, to provide Medi-Cal Specialty mental health services for Seriously Emotionally Disturbed (SED) youth, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $2,541,247 and will be funded 50% by Federal Medi-Cal revenues and 50% by State Medi-Cal revenues.

BACKGROUND:
This Contract meets the social needs of County's population by providing school- and community-based mental health services, including assessments, individual, group and family therapy, medication support, case management, outreach, therapeutic behavioral services and crisis intervention services for SED youth and their families.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On September 10, 2024, the Board of Supervisors approved Contract #24-928-39 with Fred Finch Youth Center, in an amount not to exceed $3,011,440, for the provision of school-based mental health services and a multi-dimensional family treatment program for SED students and their families, for the period July 1, 2024 through June 30, 2025.

Approval of Contract #24-928-40 will allow the Contractor to continue providing services through June 30,

2026. This Contract was delayed while rates and payment limits were determined.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal Specialty mental health services available for SED children in Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4143 **Agenda Date:** 10/7/2025 **Agenda #:** C.83.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #27-985-5 with John H. Karan, M.D. (dba Delta Medical Neurology)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-985-5 with John H. Karan, M.D. (dba Delta Medical Neurology), a sole proprietor, in an amount not to exceed $750,000, to provide neurology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period September 1, 2025 through August 31, 2028.

FISCAL IMPACT:
Approval this Contract will result in contractual service expenditures of up to $750,000 for a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized medical specialty services, including neurology services, to CCHP members under the terms of their Individual and Group Health Plan membership Contracts with the County. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. This Contractor has been with CCHP providing neurology services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since September 1, 2015.

Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from Solicitation requirements.

On August 16, 2022, the Board of Supervisors approved Contract #27-985-4 with John H. Karan, M.D. (dba Delta Medical Neurology), in the amount not to exceed $600,000, for the provision of neurology services for CCHP members and County recipients for the period September 1, 2022 through August 31, 2025.

Approval of Contract #27-985-5 will allow Contractor to continue providing neurology services for CCHP members and County recipients through August 31, 2028. This Contract delay was due to extended negotiation of Contract terms between Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized neurology services for CCHP members under the terms of their Individual and Group Health Plan membership Contract with the County will not be provided and services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4144 **Agenda Date:** 10/7/2025 **Agenda #:** C.84.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Payment for Services Provided by Paradise Adolescent Homes, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay $32,329.06 to Paradise Adolescent Homes, Inc., a non-profit corporation, for additional Medi-Cal Specialty mental health services for Seriously Emotionally Disturbed (SED) youth in Contra Costa County provided during the period April 1, 2025 through June 30, 2025, as recommended by the Health Services Director.

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure in an amount of $32,329.06 and will be funded 50% by Federal Medi-Cal funds and 50% by State Medi-Cal funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing community-based Medi-Cal Specialty mental health services to youth with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements. This Contractor has been providing these services to the County since January 2021.

On July 9, 2024, the Board of Supervisors approved Contract #74-622-7 with Paradise Adolescent Homes, Inc., in an amount not to exceed $395,910, for the provision of Medi-Cal Specialty mental health services for SED youth for the period from July 1, 2024 through June 30, 2025.

The Contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a Contractor has been asked to provide services without a valid contract, and the Contractor does so to the benefit of the County, the Contractor is entitled to recover the reasonable value of those services.

Due to the combined services for April, May and June of 2025 exceeding projections, the anticipated service levels, and the invoicing reports being released the month following services, the effect of the shortfall in the contract payment limit was not detected until it was too late to process a contract amendment request. The Department cannot pay the Contractor for services rendered that exceed the contract payment limit. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed $32,329.06.

CONSEQUENCE OF NEGATIVE ACTION:
If this payment is not approved, the Contractor will not be paid for services requested by County staff and provided by Contractor in good faith.

CHILDREN'S IMPACT STATEMENT:
The recommendation supports the following children's outcome(s):" and then include whichever of the following apply (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Safe, Stable and Nurturing; and (4) Communities that are Safe and Provide a High Quality of Life for Children and Families.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4145 **Agenda Date:** 10/7/2025 **Agenda #:** C.85.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment #23-055-25 with San Ramon Valley Fire Protection District

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County First Amendment (#23-055-25) to extend Agreement #23-055-24 with the San Ramon Valley Fire Protection District through October 1, 2026 for continued emergency ambulance services in the County's Emergency Response Area IV.

FISCAL IMPACT:
There is no General Fund impact for this action.

BACKGROUND:
On November 2, 2021, the Board of Supervisors approved Agreement #23-055-24 with the San Ramon Valley Fire Protection District to provide emergency ambulance services in the County's Emergency Response Area IV from November 1, 2021 until October 1, 2025. Under this agreement the District provides emergency ambulance services as requested by any County-designated public safety dispatch center 24 hours a day. The District must staff and equip its ambulances to provide advanced life support care, including staffing each ambulance with at least one paramedic and one emergency medical technician. The agreement established response time standards that the District must meet when responding to emergency calls. It also establishes clinic, personnel, vehicle, communications equipment, and other standards that the District must meet.

Approval of this First Amendment #23-055-25 to the ambulance services contract with the San Ramon Valley Fire Protection District will allow the fire district to continue providing emergency ambulance services in Emergency Response Area IV through October 1, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If not approved, emergency ambulance services would not be under County contract in Emergency Response Area IV.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4146 **Agenda Date:** 10/7/2025 **Agenda #:** C.86.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #25-092-6 with Focus Strategies

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-092-6 with Focus Strategies, a corporation, in an amount not to exceed $227,000, to provide consultation and technical assistance services to the Health, Housing and Homeless Services Division (H3) to promote and facilitate the reduction of unsheltered homelessness for the period of July 1, 2025 and June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $227,000 and will be funded by 56% Housing and Homeless Incentive Program (HHIP) funds and 44% Homeless Housing Assistance and Prevention (HHAP) funds.

BACKGROUND:
Focus Strategies has been providing consultation and technical assistance to H3 to promote and facilitate the reduction of unsheltered homelessness by supporting the improvement of processes and outcomes. This Contractor has been providing these services to the County since May 1, 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Health, Housing and Homeless Services Division Contract Monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the contract are upheld. The Request for Qualifications (RFQ) was posted on December 21, 2023 and closed on January 31, 2024. This Contractor was selected through the RFQ process on February 29, 2024.

In July 2024, the County Administrator approved and the Purchasing Services Manager executed Contract #25-092-4 with Focus Strategies in an amount of $122,100 for the provision of consultation and technical assistance services to the H3 Services Division, for the period from July 1, 2024 through June 30, 2025.

In December 2024, the Purchasing Service Manager executed Contract Amendment #25-092-5 with Focus Strategies, effective December 1, 2024, to increase the payment limit by $32,863 to a new payment limit not to exceed $154,963, for additional consultation and technical assistance services with no change in the term.

Approval of Contract #25-092-6 will allow the Contractor to continue to provide consultation and technical assistance services through June 30, 2026. This Contract was delayed due to prolonged internal budget

discussions by the Division to ensure availability of adequate funding.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved certain consultation and technical assistance services with regard to continuum of Care (CoC) homeless system will not be provide to the H3 Division which can result in an increase of unsheltered individuals in the County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4147 **Agenda Date:** 10/7/2025 **Agenda #:** C.87.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #25-083-8 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-083-8 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, in an amount not to exceed $2,185,587 to provide rapid re-housing and homeless prevention services to families enrolled in County's Employment and Human Services Department (EHSD) CalWORKs program and who are at risk of, or currently experiencing, homelessness and are eligible to receive services through the California Department of Social Services (CDSS) HousingWORKS! program, for the period from July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in an annual expenditure up to $2,185,587 and will be funded 100% by EHSD CalWORKs.

BACKGROUND:
This Contract meets the social needs of county's population by providing rapid re-housing and homeless prevention services to families who are at risk of, or currently experiencing, homelessness and recipients of EHSD's CalWORKs program and who are eligible to receive services through the CDSS HousingWORKS! program. This contract is supporting EHSD's implementation of its Housing Support Program (HSP) funded by the CDSS. HSP provides prevention and time limited rental assistance and supportive services to Contra Costa CalWORKS families. The goal of HSP is to stabilize CalWORKS families with the end goal of self-sufficiency at program end which includes maintaining safe and stable housing without the need for on-going assistance.

These services include case management which will assist participants with food assistance, substance use treatment, education and training, employment and benefits assistance, health care, mental health counseling, childcare, and credit repair. Rapid re-housing services will include providing financial assistance for security deposits, utility deposits/payments, moving costs, hotel/motel vouchers, paid shelter costs, housing application and credit/background check fees, partial, tiered or full rental subsidies. Contractor has been providing housing support services for Contra Costa County since August 2019.

This Contractor has been a longstanding partner in previous projects, fostering a deep understanding of our organization's mission, values, and long-term objectives. Engaging them again will enable knowledge transfer, avoiding knowledge gaps and ensuring continuity in service delivery to vulnerable populations experiencing

housing instability or homelessness. The request for proposal (RFP) was posted on January 11, 2023 and closed on March 3, 2023. Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) was selected through the RFP process on July 23, 2023.

On October 24, 2023, the Board of Supervisors approved Contract #25-083-5 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed $2,160,587 to provide rapid re-housing and homeless prevention services for the period from July 1, 2023 through June 30, 2024.

On February 27, 2024, the Board of Supervisors approved Contract Amendment/Extension #25-083-6 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), effective March 1, 2024, to increase the payment limit by $3,496,359 to a new payment limit of $5,826,529 to provide additional rapid re-housing and homeless prevention services and to extend the termination date from June 30, 2024 to September 30, 2024.

On September 24, 2024, the Board of Supervisors approved Contract Amendment/Extension #25-083-7 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), effective September 1, 2024, to increase the payment limit by $169,583 to a new payment limit of $2,330,170 to continue providing rapid re-housing and homeless prevention services and to extend the termination date from September 30, 2024 to June 30, 2025.

Approval of Contract #25-083-8 will allow the Contractor to continue to provide rapid re-housing and homeless prevention services through June 30, 2026. This Contract is retroactive due to prolonged negotiations between the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, families participating in the EHSD CalWORKs program will not receive the housing assistance services provided by the Contractor and may result in an increased number of unhoused adults and children in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4148 **Agenda Date:** 10/7/2025 **Agenda #:** C.88.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with GE HFS, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf on the Health Services Director, 1) a purchase order with GE HFS, LLC in an amount not to exceed $455,000, and a related agreement to lease a GE Revolution EVO Gen 2 EX Mobile CT Unit and Trailer for Contra Costa Regional Medical Center (CCRMC) and reimburse GE HFS, LLC for assessed property taxes; and 2) execute a Lease Agreement to lease and provide support services for the Mobile CT Unit and Trailer during the period of October 13, 2025 through October 15, 2028.

FISCAL IMPACT:
Approval of this action will result in expenditures up to $455,000 over a three-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
CCRMC currently operates a GE mobile CT unit and trailer to support ongoing diagnostic imaging needs. This mobile unit was deployed under a lease agreement to ensure uninterrupted CT imaging services during facility constraints and infrastructure planning. The unit houses a GE Revolution EVO Gen 2 128-slice CT scanner, known for its high-resolution imaging, fast scan times, and reduced radiation dose. The mobile trailer includes climate control, power and network hookups, and a patient preparation area, making it a fully functional, self-contained imaging suite.

The GE Revolution EVO Gen 2 Mobile CT Unit is a trailer-based CT scanner. It delivers fast, high-quality imaging without needing permanent installation. The trailer includes HVAC, lighting, power, and internet connections. It's ready for quick use and patient comfort. The 128-slice CT scanner provides high-resolution images with fast scan times. It reduces radiation by up to 82% using Smart Dose and ASiR-V. Features like Smart MAR and dual-energy imaging improve image clarity and detail. Snapshot Freeze allows clear heart imaging in one beat. The system includes hands-free positioning and automation for faster workflow. It supports patients up to 675 lbs. with a wide 70 cm bore. Tube Watch monitors the system and prevents downtime. The unit comes fully serviced with delivery, setup, and optional training. This mobile CT keeps CCRMC's imaging services running safely and efficiently.

On May 26, 2020, the Board of Supervisors authorized and ratified a 60-month lease, with payments not to exceed $1,255,136, for the lease of a mobile CT scanner. The purchase date was March 31, 2020, with a lease

commencement date of July 13, 2020, when all documents were signed by both parties. Payments under the lease were initially covered under the COVID-19 blanket purchase order, to ensure the County could seek reimbursement from the federal government for any eligible expenses. However, that blanket purchase order expired July 31, 2021, and, due to an administrative oversight, a subsequent purchase order was not requested at that time. A purchase order for the amount of $77,867.60 was issued in response to the demand letter from GE HFS LLC for payment of the invoices received for service dates from September 13, 2021, through January 12, 2022.

On February 1, 2022, the Board of Supervisors approved agenda item C.68 to execute purchase order #24524 with GE HFS, LLC in the amount of $892,179 for the lease of a mobile computed tomography (CT) scanner for the period from January 13, 2022 through July 31, 2025. On June 25, 2025, the Purchasing Agent approved the continued use of GE HFS, LLC.

The current lease term ended on July 31, 2025, and the contract has transitioned to a month-to-month status pending execution of the new 36-month lease. When CCRMC reached out to the vendor for a renewal, the vendor provided an extension instead. CCRMC was unable to proceed with the extension and requested that the vendor issue a new lease agreement. The vendor provided the updated lease agreement in mid July. As a result, CCRMC has incurred three outstanding invoices plus one property tax invoice that cannot be paid due to the prior contract expiration. To address this, CCRMC will process the outstanding invoices on a separate purchase order.

The lease agreement with GE HFS, LLC, requires the County to indemnify, and hold harmless GE HFS, LLC, from and against any claims and losses, including legal expenses arising out of or relating to the equipment or this agreement. GE HFS, LLC will have no liability to the County for any, punitive, special, incidental, or consequential damages. Additionally, the agreement is non-cancelable and requires the County to pay all obligations to GE HFS, LLC, even if any defect in, damage to, or loss of use of, any equipment occurs for any reason. Approval of this purchase would authorize CCRMC to enter into the rental agreement under these terms. It also ensures that CCRMC can proceed with securing the CT trailer to support critical hospital operations, including uninterrupted imaging services for emergency and inpatient care.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC may face disruptions in diagnostic imaging services, which could delay patient care and impact overall hospital operations.

GE HealthCare

Internal Contract Reference Number:

Internal Order Reference Number:

4890808

Lease Agreement
Dated As Of: October 13, 2025

Customer's Legal Name and Billing Address ("Lessee")	Equipment Site (If different)
Name: County of Contra Costa, California	**Name:** Contra Costa Regional Medical Center
Street Address: 2500 Alhambra Avenue	**Street Address:** 2500 Alhambra Avenue
City, State, Zip: Martinez, CA 94553-3156	**City, State, Zip:** Martinez, CA 94553-3156

This Lease Agreement (the "Agreement") renews that certain Lease Agreement dated as of March 31, 2020 (the "Original Agreement") between the Lessee and GE HFS, LLC (together with its successors and assigns, "Lessor") and is not a repayment or novation of the Original Agreement. The effective date of this Agreement shall be 10/13/2025 (the "Agreement Effective Date"). This Agreement renews the Original Agreement for an additional 36 months at the Monthly Payment referenced below beginning on the Agreement Effective Date.

Subject to the terms and conditions of this Agreement, and subject to credit approval, Lessor agrees to lease to Lessee the Equipment described below. Lessee hereby authorizes Lessor and/or any proposed assignee of Lessor, investor or participant in this transaction to perform all background, credit, judgment, lien and other checks and searches (including to review credit reports from a national credit bureau) as any such party deems appropriate in its sole judgment in connection with credit approval of the transactions evidenced hereby, and subsequently for the purposes of updating, renewing or extending the credit evidenced hereby and for reviewing or collecting amounts due hereunder.

EQUIPMENT DESCRIPTION Supplier/Manufacturer ("Supplier")	Number of Units	Model, Unit # and/or Type of Equipment ("Equipment")
GE HEALTHCARE	1 (One)	GE Revolution EVO Gen 2 EX Mobile CT Unit Vendor Order Number 4890808
AMST, A KENTUCKY TRAILER COMPANY	1 (One)	Kentucky Semi- Trailer VIN 1KKVA4225KL243755 Vendor Order Number 4890808

1. TERM; MONTHLY PAYMENT: The term hereof ("Term") begins on the earlier of the date (i) on which the Equipment has been delivered to the Equipment Site and has been assembled and/or installed (to the extent assembly and/or installation is required) and (ii) Lessee first uses the Equipment (the "Start Date"), provided that if Lessor requires a certificate of acceptance ("C of A") with respect to the Equipment, then the Term will begin upon Lessor's receipt of such C of A signed by Lessee. Beginning on the Start Date, Lessee shall remit the Monthly Payments set forth below ("Monthly Payments") and other sums to Lessor to the address specified by Lessor.

Term (Months)	Monthly Payment
36	36 Month(s) at $11,115.00 USD

2. NET LEASE; PAYMENT OBLIGATIONS: This Agreement is a net lease and is non-cancelable. Lessee's obligation to pay Monthly Payments and other amounts due by Lessee under this Agreement (collectively, the "Obligations") is unconditional. Lessee must pay all Obligations to Lessor, even if any defect in, damage to, or loss of use of, any Equipment occurs for any reason (each, an "Equipment Loss"). Any claims for an Equipment Loss or for breach by Supplier of any service or warranty obligations can be pursued only against the Supplier. Lessee cannot withhold or set off any amounts owing to Lessor because of claims that Lessee may have against Supplier or any other manufacturer or service provider. If any amount due hereunder is not received within three days after its due date, Lessee shall pay, in addition to the amount due, a late payment charge of the greater of 5% of such unpaid amount or $35.00, but not exceeding any lawful maximum. Credit to Lessee's account may be delayed if (i) payment is not received at Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor, or (ii) payment is received in any form other than direct debit, wires, company checks or certified checks. Delayed credit may cause Lessee to incur a late payment charge. All credit for payments is subject to final payment by the institution on which the item was drawn. All payments made to Lessor hereunder may be applied by Lessor in any order or manner, in its sole discretion, to late charges, rent payments, interest, principal and other amounts due hereunder, or under any other agreement. Lessor may at its option offset and deduct any liability or obligation of Lessee from any or all sums owed by Lessor to Lessee. Written communication concerning disputed payment amounts, including any check or other payment instrument that is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed or delivered to Lessor at its address stated herein or at such other address that Lessor may specify.

3. TAXES: If permitted by law, and unless otherwise instructed by Lessor, Lessee will timely report and pay all taxes, fees and assessments due, assessed or levied against any Equipment or this Agreement (collectively "Taxes"), except for Taxes on the net income of Lessor. If Lessor is charged, assessed or pays any Taxes, Lessee will promptly reimburse Lessor (on an after tax basis) therefor. Lessee shall show Lessor as the owner of the Equipment on all property tax reports or returns, and, upon Lessor's request, send Lessor a copy of each tax report or return and evidence of Lessee's payment of Taxes. If Lessor is required by law or elects to report and pay property taxes related to the Equipment, as compensation for Lessor's internal and external costs in the administration of such taxes, Lessee shall pay to Lessor a property tax administration fee equal to $12 per unit of Equipment per year during the Term, not to exceed the lawful maximum. If Lessee claims exemption from any Taxes, Lessee shall deliver to Lessor a tax exemption certificate and such other documents as Lessor may request.

4. USE, OPERATION AND MAINTENANCE: (a.) Lessee will (i) comply with all laws, rules and regulations applicable to the Equipment (including its use) and Lessee, including, without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing, (ii) use the Equipment for commercial purposes and not for personal, family or household purposes, (iii) keep the Equipment free and clear of all liens, (iv) not move any Equipment from the Equipment Site and (v) maintain the Equipment in good operating order in accordance with the manufacturer's recommendations. (b.) All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. Lessee will not attach or install any Equipment to or in any other personal or real property. Any service, repair or replacement of any parts, components or accessories of or to the Equipment ("Parts") shall be performed only by the original Equipment manufacturer ("OEM") or such other service provider approved by Lessor and only with OEM Parts (or if an OEM Part is not available, with a Part supplied by a manufacturer approved by Lessor). (c) Lessee shall promptly provide to the Supplier and the manufacturer of the Equipment (if different than the

Supplier) any and all information received or generated by Lessee (regardless of how and in what form received or generated) that alleges any deficiencies related to the identity, labeling, quality, durability, reliability, safety, effectiveness and/or performance of the Equipment.

5. LOSS OR DAMAGE; CASUALTY VALUE; INSURANCE: Lessor bears no responsibility for transporting, or the risk of any loss, disappearance or damage of or to, the Equipment or any part thereof, all such responsibility and risks being assumed by Lessee. Within ten days of learning that any Equipment is lost, irreparably damaged or permanently unfit for use ("Casualty"), Lessee will provide Lessor full details of the Casualty and will pay to Lessor an amount equal to (i) the sum of all future Monthly Payments, plus the present value of Lessor's anticipated residual interest in the Equipment, each discounted to its net present value at a simple interest rate of 4% per annum (or if less, the maximum lawful rate) ("Casualty Value"); plus (ii) any other amounts due hereunder. Lessee shall continue to pay Monthly Payments until Lessor receives the Casualty Value and all other amounts then due hereunder, at which time this Agreement will terminate. Lessee shall at its own expense maintain casualty insurance on the Equipment with carriers acceptable to Lessor for an amount equal to the higher of the Casualty Value and the full replacement cost of the Equipment, and against such hazards as Lessor may require, with losses under the policies payable to Lessor as lender loss payee, and liability insurance (minimum of $2,000,000.00 USD) for personal injuries, death and/or property damages on terms satisfactory to Lessor, naming Lessor as an additional insured.

6. **DEFAULT AND REMEDIES**: (a) Lessor may declare Lessee in default hereunder if: (i) Lessee fails to pay any Obligations within ten days of the due date; (ii) Lessee breaches any of its other obligations hereunder and fails to cure that breach within 30 days after written notice from Lessor; (iii) Lessee or any guarantor of any of the Obligations ("Guarantor") dissolves, becomes insolvent or ceases to do business as a going concern; (iv) any individual Guarantor dies or is declared incompetent; or (v) Lessee or any Guarantor defaults under any other agreement with Lessor or an affiliate of Lessor. (b) Upon the occurrence of any default, Lessor may do one or more of the following: (i) declare all Obligations (including all future Monthly Payments) immediately due and payable; (ii) take possession of, and/or require Lessee to return, the Equipment; or (iii) pursue any other remedy available at law or in equity. Waiver of any default shall not be a waiver of any other or subsequent default. Lessee shall pay Lessor for any and all actual attorneys' fees and other expenses incurred by Lessor in connection with the enforcement of Lessor's rights and remedies hereunder.

7. **INDEMNIFICATION**: LESSEE SHALL INDEMNIFY AND HOLD LESSOR, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES, INCLUDING LEGAL EXPENSES, OF WHATSOEVER KIND ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT ("CLAIMS"), INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OUT OF THE SELECTION, MANUFACTURE OR PURCHASE OF THE EQUIPMENT, OWNERSHIP OF THE EQUIPMENT DURING THE TERM, AND THE DELIVERY, POSSESSION, MAINTENANCE, AND OPERATION OF THE EQUIPMENT. LESSEE SHALL, UPON LESSOR'S REQUEST, DEFEND ANY ACTIONS BASED ON, OR ARISING OUT OF, ANY OF THE FOREGOING.

8. PURCHASE OPTION: If Lessee is not in default, Lessee may, upon not less than 180 days prior written notice, purchase all of the Equipment at lease expiration on an "AS IS, WHERE IS" basis for its then Fair Market Value, plus all applicable taxes, which notice Lessee shall deliver via certified mail to 9900 Innovation Drive, Wauwatosa, WI 53226, Attn: VP Asset Management. "Fair Market Value" means the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining Fair Market Value, the Equipment shall be valued on a fully assembled, installed and operational basis and shall be assumed to be in the condition in which it is required to be maintained and returned hereunder. If Lessor and Lessee are unable to agree on Fair Market Value, Lessor shall appoint, at least 135 days before lease expiration, an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, which determination shall be final, binding and conclusive. Lessee shall pay all costs of such appraisal.

9. **REMOVAL AND RETURN OF EQUIPMENT**: At the expiration or earlier termination hereof, Lessee shall, at its expense, return all of the Equipment to a place designated by Lessor; provided, however, that Lessor, in its sole discretion, may require that the OEM or other service provider approved by Lessor de-install, crate and/or transport the Equipment, the costs of which shall be borne by Lessee. Lessee shall, at its expense, ensure that the Equipment, upon receipt by Lessor, is in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition. All waste material and fluid must be removed from the Equipment, and disposed of, by Lessee in accordance with all applicable laws and Lessee shall otherwise clean the Equipment in accordance with all manufacturer recommended and state-of-the-art protocols, industry standards and all applicable laws and regulations. Upon the request of Lessor (or its agent), Lessee shall deliver to Lessor (or its agent) prior to the removal and return of the Equipment a certificate pursuant to which Lessee shall (i) certify that the Equipment has been cleaned to remove any hazardous substances and that the area around the Equipment has been made safe and accessible, and (ii) specify whether the Equipment has been in contact with any radioactivity, infectious or hazardous biological substances and/or any other hazardous chemicals (and if so, provide the details of such contact), and whether the Equipment contains any liquid and/or gas (and if so, describing the same). Lessee bears the risk of loss until the Equipment is delivered to the location designated by Lessor. Lessee shall make the Equipment available for on-site operational inspection by potential purchasers at least 120 days prior to and continuing up to the termination hereof. Lessee shall continue to remit Monthly Payments to Lessor until all Equipment has been returned to Lessor as and when required hereunder, and the amount of each such Monthly Payment shall equal the highest Monthly Payment payable during the Term. Notwithstanding the foregoing, Lessee does not have a legally enforceable option to extend or renew this Agreement, or a legally enforceable option to compel any such extension or renewal.

10. **ASSIGNMENT**: LESSEE SHALL NOT SELL, ASSIGN OR SUBLEASE ANY EQUIPMENT OR THE INTEREST OF LESSEE THEREIN OR THE RIGHTS OR OBLIGATIONS OF LESSEE HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, AND ANY SUCH PURPORTED SALE, ASSIGNMENT OR SUBLEASE SHALL BE NULL AND VOID. Lessor may, without the consent of Lessee, assign this Agreement and its interest in the Equipment. Upon receipt of written notice of an assignment from Lessor, Lessee will pay all Monthly Payments and all other amounts payable hereunder to such assignee or as instructed by Lessor. Lessee waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim that Lessee has or may at any time have against Lessor.

11. . **PROTECTED HEALTH INFORMATION**: Lessee shall not disclose any Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI") to Lessor. Prior to Lessor obtaining possession of the Equipment, whether after default, termination hereof or otherwise, Lessee shall remove any and all PHI from the Equipment, including from any software, and ensure that the transfer of the Equipment will not result in Disclosure (as defined in 45 C.F.R. § 160.103) of any PHI.

12. . **TITLE; FILINGS**: Lessor shall retain title to the Equipment during the Term. Lessee authorizes Lessor to file a precautionary financing statement and amendments thereto describing the Equipment and containing any other information required by the applicable Uniform Commercial Code ("UCC"). If and to the extent this Agreement is deemed a security agreement, Lessee hereby grants to Lessor, as security for all Obligations, a security interest in all of Lessee's rights, title and interest in and to the Equipment, all Additions thereto, the general intangibles related thereto, and all proceeds of the foregoing.

13. . MISCELLANEOUS: **LESSEE AND LESSOR WAIVE ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** The terms "hereof", "hereunder" and "herein" are references to this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named herein, the liability of each shall be joint and several. All required notices shall be deemed adequately given if sent by registered or certified mail, or by a nationally recognized overnight courier service, if to Lessor, at 9900 Innovation Drive, Wauwatosa, WI 53226, and if to Lessee, at its address stated herein, or in each case at such other place as such addressee may have specified in writing by notice as prescribed herein. This Agreement and any addenda and annexes constitute the entire agreement of the parties with respect to the subject matter hereof. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES). If any provision hereof is in conflict with any applicable law or rule, then such provision will be deemed null and void to the extent that it may conflict therewith, but without invalidating any other provision(s) hereof. This Agreement will be binding upon Lessee, its successors and assigns, and will inure to the benefit of Lessor, its successors and assigns. No modification of this Agreement or any waiver of any of its terms shall be valid unless in writing and signed by the parties hereto; provided, however, that Lessor may make adjustments to the Monthly Payments, to the extent permitted herein. Lessee has not received any tax or accounting advice from Lessor. The provisions hereof regarding "Taxes", "Default and Remedies", "Indemnification" and "Disclaimer" will continue in full force and effect after the expiration or termination hereof. Lessee will furnish its annual financial statements and such interim statements as Lessor may request, in form satisfactory to Lessor, prepared on the basis of generally accepted accounting principles, complete and correct, and fairly presenting Lessee's financial condition as of the date thereof. Lessor may at any reasonable time inspect the Equipment. This Agreement may be executed in counterparts as described below, each of which shall be deemed an original (except as otherwise provided below), but all of which together shall constitute one and the same instrument. Lessee shall sign this Agreement using ink on paper (a "manual" signature) or, if instructed or expressly permitted by Lessor in writing, by electronic or digital means (an "electronic" signature), and deliver the signed copy to Lessor. This Agreement is not binding on Lessor until Lessor signs it. When a copy hereof containing Lessee's signature is signed by Lessor (manually, electronically or digitally, at Lessor's option), then such copy shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Agreement; and to the extent, if any, that this Agreement constitutes chattel paper (as defined in the applicable UCC), no security interest herein may be created through the transfer or possession of any counterpart or copy hereof, other than the copy executed by Lessor. If Lessee signs or transmits this Agreement to Lessor electronically or digitally, Lessee shall provide the counterpart hereof containing Lessee's original manual signature to Lessor at Lessor's request. Lessee agrees not to raise as a defense to the enforcement hereof that Lessee or Lessor executed this Agreement by electronic signature or used facsimile or other electronic means to transmit its signature on this Agreement. Lessor may receive compensation and/or discounts ("Discounts") from the Supplier or manufacturer of the Equipment in order to enable Lessor to reduce the cost of Lessee's lease below what Lessor otherwise would charge. If Lessor received any Discounts, such Discounts are reflected in the Monthly Payments. Any such Discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Lessee must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all Discounts provided hereunder and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Lessee concerning the Discounts. Lessee agrees that Lessor may pay fees or other compensation to Supplier and/or manufacturer of the Equipment, a broker or other third party in connection herewith, which, if so paid, may have resulted in the Monthly Payments being higher than they would have been had such amounts not been paid. Lessee and each of its affiliates authorize Lessor to disclose information (other than PHI) about Lessee and its affiliates that Lessor may at any time possess to (i) any party with a financial interest herein or the Equipment, and (ii) any state or federal regulator with supervisory authority over Lessor.

14. . UCC ARTICLE 2A NOTICE; DISCLAIMER: THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED UNDER UCC SECTION 2A-103. LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION HEREOF: (A) THE SUPPLIER OF THE EQUIPMENT IS IDENTIFIED ABOVE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES PROVIDED TO LESSOR BY SUPPLIER WITH RESPECT TO THE EQUIPMENT, AND (C) LESSEE MAY COMMUNICATE WITH SUPPLIER AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF PROMISES OR WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A OF THE APPLICABLE UCC. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS OR REVENUES. LESSEE AUTHORIZES LESSOR (WITHOUT ANY FURTHER NOTICE) TO INSERT ANY MISSING INFORMATION AND TO CORRECT OBVIOUS ERRORS (INCLUDING ANY ERRORS WITH RESPECT TO LESSEE'S CORRECT LEGAL NAME) BUT NO OTHER VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY EACH PARTY HERETO.

15. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who enters into a transaction with such financial institution. What this means for Lessee: Lessor may ask for Lessee's name, address and other information that will allow Lessor to identify Lessee. Lessor may also ask to see identifying documents.

IF MORE THAN ONE INDIVIDUAL (NON-ENTITY) LESSEE: It is our intent to apply for joint credit provided) (each individual (non-entity) Lessee to initial in space ____

LESSOR: **GE HFS, LLC**

Authorized Signature: _____

Printed Name: _____

Title: Duly Authorized Signatory

LESSEE: **County of Contra Costa, California**

Authorized Signature: _____

Printed Name: _____

Title: _____

Lessee Federal Tax ID#: 23-7046788

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4149 **Agenda Date:** 10/7/2025 **Agenda #:** C.89.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-614-1 with Atrium Hospice LLC (dba Atrium Hospice)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-614-1 with Atrium Hospice LLC (dba Atrium Hospice), a limited liability company, in an amount not to exceed $1,400,000, to provide hospice services to Contra Costa health Plan members and County recipients for the period August 1, 2025 through July 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $1,400,000 over a two-year period and will be funded 100% by Hospital Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide hospice services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since August 1, 2023.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's quality improvement activities to improve the quality of care and services and Member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure quality improvement programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division Office.

In September 2023, the County Administrator approved and the Purchasing Services Manager executed Contract #77-614 with Atrium Hospice LLC, in an amount not to exceed $200,000, for the provision of hospice services for CCHP Members and County recipients for the period August 1, 2023 through July 31, 2025.

Approval of Contract #77-614-1 will allow the Contractor to continue to provide hospice services through July 31, 2027. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain hospice services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4150 **Agenda Date:** 10/7/2025 **Agenda #:** C.90.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-446-15 with Neil Sachs, M.D.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-446-15 with Neil Sachs, M.D., an individual, in an amount not to exceed $250,000, to provide outpatient psychiatric care services to adults with mental illness in West Contra Costa County, for the period October 1, 2025 through September 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $250,000 and will be funded as budgeted by the department 100% by Mental Health Realignment Funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing outpatient psychiatric services including, but not limited to: diagnosing, counseling, evaluating, medication management and providing medical and psychiatric therapeutic treatment for adults with mental illness in West Contra Costa County. The Behavioral Health Division has been contracting with Neil Sachs, M.D., since October 1, 2012.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan-McCorquodale Act) and California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Per Administrative Bulletin 600.3, these Physician services are exempt from solicitation requirements.

On October 22, 2024, the Board of Supervisors approved Contract #74-446-14 with Neil Sachs, M.D., in an amount not to exceed $250,000, for the provision of outpatient psychiatric care services to adults with mental illness in West Contra Costa County for the period October 1, 2024 through September 30, 2025.

Approval of Contract #74-446-15 will allow Contractor to continue providing outpatient psychiatric care services through September 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved**,** the necessary psychiatric services needed for patient care will not be available

or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4151 **Agenda Date:** 10/7/2025 **Agenda #:** C.91.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-819-1 with Boutros Dental Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-819-1 with Boutros Dental Corporation, a corporation, in an amount not to exceed $950,000, to provide oral surgery services at Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers and Martinez Adult Detention Facility, for the period July 1, 2025 through June 30, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $950,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers and Martinez Detention Facility relies on Contractors to provide necessary specialty health services to its patients. Contractor will provide oral surgery services including clinic coverage, consultation, training, and medical and/or surgical procedures. The County has contracted with Boutros Dental Corporation for these services since July 1, 2024.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from Solicitation requirements.

On June 27, 2023, the Board of Supervisors approved Contract #76-819 with Boutros Dental Corporation, in an amount not to exceed $400,000, for the provision of oral surgery services at CCRMC, health centers and Martinez Adult Detention Facility for the period July 1, 2023 through June 30, 2025.

Approval of Contract #76-819-1 will allow the Contractor to continue providing oral surgery services through June 30, 2028. This Contract delay was due to extended negotiations between the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the necessary specialty oral surgery services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4152 **Agenda Date:** 10/7/2025 **Agenda #:** C.92.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-463-16 with Bi-Bett

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-463-16 with Bi-Bett, a non-profit corporation, in an amount not to exceed $293,999, to provide transitional housing services for homeless adult males who have recently completed substance use treatment, including referrals from the County's Assembly Bill (AB) 109 program, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $293,999 and will be funded by 70% AB 109 and 30% Opioid Settlement funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing specialized transitional housing services for homeless adult males who are active in intensive outpatient or outpatient substance use disorder treatment and who may be referred from County's Assembly Bill (AB) 109 Program and other substance use disorder treatment programs. Contractor's program is designed to help residents maintain sobriety and other gains achieved in treatment while they participate in employment and self-sufficiency services designed to support their transition to permanent housing and productive community engagement. The County has been contracting with Bi-Bett since July 2013.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3, the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On August 13, 2024, the Board of Supervisors approved Contract #74-463-15 with Bi-Bett, in an amount not to exceed $293,999, for transitional housing services for homeless adult males who have recently completed substance use treatment for the period July 1, 2024 through June 30, 2025.

Approval of Contract #74-463-16 will allow the Contractor to continue providing transitional housing services

through June 30, 2026. The delay of this Contract was due to ongoing budget and rate negotiations between the Division and the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County's homeless adult males will not have access to Contractor's transitional housing services designed to support their transition to permanent housing and productive community engagement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4153 **Agenda Date:** 10/7/2025 **Agenda #:** C.93.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-578-10 with Oxford House, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-578-10 with Oxford House, Inc., a non-profit corporation, in an amount not to exceed $321,837, to provide alcohol and drug abuse prevention and treatment services in order to assist residents maintain an alcohol-free and drug-free lifestyle and transition back into the community and access to recovery residences living facilities, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in budgeted expenditures of up to $321,837 and will be funded by 25% Substance Abuse Prevention and Treatment Discretionary Fund; 36% Opioid Settlement Funds; 36% Residential Substance Abuse Treatment Program revenues and 3% Assembly Bill 109.

BACKGROUND:
The County has been contracting with Oxford House, Inc., since October 2018 to provide alcohol and drug abuse prevention and treatment services in order to assist residents maintain an alcohol-free and drug-free lifestyle and transition back into the community and access to recovery residences living facilities

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3, the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On July 23, 2024, the Board of Supervisors approved Contract #74-578-8 with Oxford House, Inc., in an amount not to exceed $307,457, to provide alcohol and drug abuse prevention and treatment services in order to assist residents maintain an alcohol-free and drug-free lifestyle and transition back into the community and access to recovery residences living facilities, for the period July 1, 2024 through June 30, 2025.

Approval of Contract #74-578-10 will allow the Contractor to continue providing services through June 30, 2026. The delay of this Contract was due to ongoing budget and rate negotiations between the Division and the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, individuals will not receive alcohol and drug prevention and treatment services they need to maintain sobriety and reduce risk factors.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4154 **Agenda Date:** 10/7/2025 **Agenda #:** C.94.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-745 with Fresenius Medical Care Practice Holdings, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-745 with Fresenius Medical Care Practice Holdings, Inc., a corporation, in an amount not to exceed $3,600,000, to provide dialysis services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,600,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide dialysis services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

Approval of new Contract #77-745 will allow the Contractor to provide dialysis services for CCHP members and County recipients through September 30, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain dialysis services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4155 **Agenda Date:** 10/7/2025 **Agenda #:** C.95.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Approval of Contract Amendments to Multiple Contra Costa Health Plan Contracts

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County contract amendments with 179 Contra Costa Health Plan (CCHP) providers specified on the attached list, effective January 1, 2026, to allow CCHP to meet the regulatory mandate of Department of Health Care Services ("DHCS") to implement a Dual Eligible Special Needs Plans (D-SNPs) and whereby allowing CCHP to meet the mandatory provider network adequacy standards of DHCS and the Center for Medicare and Medicaid Services ("CMS") and authorize existing contractors to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the original payment limits or terms.

FISCAL IMPACT:
Approval of these Contract Amendments will have no additional fiscal impact.

BACKGROUND:
In January 2022, the California Department of Health Care Services (DHCS) implemented its California Advancing and Innovating Medi-Cal (CalAIM) initiative, part of which requires that all Medi-Cal Managed Care Plans, like CCHP, have a D-SNP line of business as of January 1, 2026, unless determined otherwise by the DHCS exemption process.

D-SNPs are Medicare Advantage (MA) plans that provide specialized care to beneficiaries dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services.

To comply with the DHCS mandate to implement a D-SNP line of business by January 1, 2026, CCHP is required to achieve network adequacy of its provider network. This means that CCHP must satisfy certain regulatory requirements to implement the DSNP line of business such as development of a DSNP provider networks that meets the regulatory defined time and distance standards, quality of care requirements, and providing coordination of care services.

CCHP seeks Board approval to enter into and execute the DHCS-required network provider amendments. The amendments include incorporating the DHCS Medicare Advantage Contract Addendum, DHCS D-SNP Medicare Advantage Amendment, D-SNP compensation rates, and establishing the County's right to monitor and exercise oversight of the services provided by each contractor. Approval of the contract amendments with

the contractors specified on the attached list will enable CCHP to comply with DHCS requirements to serve D-SNP members effective January 1, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If these Contract Amendments are not approved, CCHP will not be in compliance with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements. CCHP is required to post its D-SNP Provider Directory online and print a directory that illustrates CCHP's contracted network providers.

Contract #	Dash #	Name	Specialty	Payment Limit	Contract Start	Contract Term
27249	11	Armen Serebrakian MD	Otolaryngology	$ 600,000	1/1/2023	12/31/2026
27252	10	Bruce R Carlton MD., Inc.	Dermatology	$ 360,000	7/1/2024	6/30/2027
27253	17	California Eye Clinic	Ophthalmology / Optometry / Ambulatory Surgery Center (ASC)	$ 4,500,000	5/1/2024	4/30/2027
27264	14	East Bay Nephrology Medical Group, Inc	Nephrology / Internal Medicine	$ 3,000,000	5/1/2024	4/30/2027
27272	15	East Bay Retina Consultants, A Medical Group, Inc	Ophthalmology / Retina Surgery	$ 1,800,000	6/1/2024	5/31/2027
27282	10	Inview Imaging Diagnostic, Inc.	Diagnostic Imaging	$ 6,000,000	11/1/2024	10/31/2026
27291	17	Bay Area Retina Associates	Ophthalmology	$ 12,000,000	2/1/2024	1/31/2027
27314	18	AK Bhattacharyya M.D., Inc.	Neurology	$ 450,000	10/1/2023	9/30/2026
27351	9	Pittsburg Antioch Medical Group, APC (dba Springhill Medical Group)	Primary Care, Cardiology, Endocrinology, Pulmonary, Neurology	$ 9,000,000	7/1/2024	6/30/2027
27368	19	John Patrick Leonard Kirby (dba River Counseling Center)	Behavior Health Services - Therapy + EMDR	$ 375,000	3/1/2021	2/28/2027
27420	11	Pinnacle Mental Wellness Group, A Family Counseling Community, Inc	Behavioral Health Services - Therapy	$ 1,200,000	1/1/2025	12/31/2027
27530	13	BASS Medical Group	Primary Care, Specialty Surgery, Pain Management, Colon & Rectal, Neurology, Gastoenterology, Podiatry, Surgery-Neurological & Cancer Center	$ 21,000,000	7/1/2024	6/30/2027
27569	11	Chen, William W MD, Medical Corporation	Primary Care	$ 900,000	1/1/2024	12/31/2026
27572	11	Clark S Tsai M.D., Inc	Ophthalmology	$ 1,500,000	2/1/2024	1/31/2027
27578	14	Dialysis Access Center, A Medical Corporation	Dialysis & Ambulatory Surgery Center (ASC)	$ 2,700,000	4/1/2024	3/31/2027
27594	11	Steven A. Harrison, M.D., APC	Ophthalmology	$ 1,125,000	12/1/2023	11/30/2026
27662	11	Yaron Friedman M.D., Inc.	OB/GYN	$ 4,500,000	1/1/2024	12/31/2026
27672	10	West Coast Retina Medical Group, Inc	Ophthalmology	$ 300,000	1/1/2024	12/31/2026
27686	10	Michael P. Sherman, M.D., PH.D., A Medical Corporation (dba Contra Costa Oncology)	Hematology/Oncology	$ 2,100,000	2/1/2024	1/31/2027
27687	10	Hilltop Radiology, LLC	Diagnostic Imaging	$ 3,000,000	3/1/2024	2/28/2027
27711	9	Center for Early Intervention on Deafness	Audiology/Hearing Aid Dispensing	$ 450,000	5/1/2025	4/30/2028
27728	11	Applied Health Erdmann Chiropractic Corporation	Chiropractic and Acupuncture	$ 1,200,000	2/1/2025	1/31/2028
27741	9	Endurance - A Sports and Psychology Center, Inc.	Outpt Psychotherapy (PhD/PsyD, MFT/LCSW, Gender Eval and Assessment, Bariatric Assessment)	$ 300,000	3/1/2025	2/29/2028

27779	10	Northern California Cornea Associates, Inc.	Ophthalmology & Optometry	$ 900,000	4/1/2024	3/31/2027
27802	8	Eileen M. Linder Optometrist, Inc. (dba Eye to Eye Optometry Group)	Optometry	$ 450,000	5/1/2025	4/30/2028
27825	7	Parham Gharagozlou, MD, Inc.	Primary Care Sleep Study	$ 1,800,000	11/1/2023	10/31/2026
27826	8	Diablo Valley Perinatal Associates, Inc.	Perinatology (high risk OB)	$ 1,200,000	1/1/2025	12/31/2027
27827	7	Thomas J. Mampalam, MD., APC	Neurosurgery	$ 300,000	1/1/2024	12/31/2026
27830	8	Pleasanton Physical Therapy Services, Inc. (dba Back on Track Physical Therapy)	Physical Therapy	$ 9,000,000	2/1/2025	1/31/2028
27841	7	Ming Fang M.D., Inc.	Gastroenterology	$ 1,500,000	5/1/2024	4/30/2027
27842	7	Contra Costa Hearing Aid Center, Inc.	Audiology / Hearing aid dispensing	$ 1,200,000	5/1/2025	4/30/2028
27871	8	Viet H. Ho, M.D., APC	Oculoplastics/Ophthalmology	$ 510,000	12/1/2024	11/30/2027
27892	10	Golden State Orthopedics & Spine	Orthopedic Surgery and Physical Therapy and Diagnostic Imaging and Urgent Care	$ 18,000,000	11/1/2024	10/31/2026
27896	7	Serramonte Pulmonary Asthma Sleep Clinic Inc.	Pulmonary (inpt services only)	$ 1,800,000	12/1/2024	11/30/2027
27905	8	A. Scott Cohen, DDS. and Florence K, Au, DMD, A Professional	Endodontics (Dentistry)	$ 330,000	12/1/2024	11/30/2027
27917	5	La Cheim School, Inc.	Outpt Psychotherapy / Psychiatry / PHP & IOP	$ 7,500,000	10/1/2023	9/30/2026
27935	8	Amitabh Kant Bharadwaj, M.D. (dba Retina Specialists of Northern	Ophthalmology (retina specialist)	$ 2,700,000	11/1/2024	10/31/2026
27940	6	Healthy Living Clinic)	Primary Care	$ 210,000	7/1/2025	6/30/2028
27950	8	Brighter Beginnings	Primary Care - FQHC	$ 1,300,000	10/1/2023	9/30/2026
27954	5	Philip R. Mill OD & Michael D. Sutton OD, Inc., APC	Optometry	$ 300,000	11/1/2023	10/31/2026
27989	5	Peter A. Castillo, M.D., Inc. (dba Women's Pelvic Health Institute)	Urogynecology	$ 330,000	9/1/2024	8/31/2027
27999	4	Schrager, Ruth (dba Alameda Nutrition)	Dietitian	$ 300,000	2/1/2025	1/31/2028
77026	4	KCI USA, Inc (dba 3M Medical Supplies)	Negative Pressure Wound Therapy (Medical Supply)	$ 900,000	7/1/2023	6/30/2026
77032	6	Vibra Hospital of Sacramento, LLC	Long Term Acute Care	$ 600,000	2/1/2024	1/31/2027
77035	7	1125 Sir Francis Drake Boulevard Operating Company, LLC (dba Kentfield Hospital)	Long Term Acute Care	$ 9,300,000	2/1/2024	1/31/2027
77050	4	San Ramon Urgent Care & Clinic	Primary Care	$ 1,500,000	1/1/2025	12/31/2027
77055	6	Marie M. Guptill, Lac (dba Optima Wellness Acupuncture)	Acupuncture	$ 300,000	5/1/2025	4/30/2027
77065	4	VibrantCare Outpatient Rehabilitation of California, Inc	Physical Therapy	$ 2,700,000	3/1/2024	2/28/2027
77068	4	Hygeia II Medical Group (dba A Breast Pump and More)	DME	$ 900,000	4/1/2024	3/31/2027
77069	5	Sun Healthcare and Surgery Group, Inc.	Podiatry / Wound Care/PCP	$ 4,800,000	4/1/2024	3/31/2027
77070	4	Advanced Respiratory, Inc.	DME (Respiratory Medical Devices Only)	$ 900,000	5/1/2024	4/30/2027
77078	4	Diablo Pulmonary Medical Group, Inc.	Pulmonary	$ 300,000	6/1/2024	5/31/2027

77091	8	HealthFlex Home Health Services	Home Health	$ 300,000	2/1/2024	1/31/2027
77094	4	Sharon de Edwards M.D., FACOG	OB/GYN	$ 900,000	7/1/2024	6/30/2027
77097	5	Genomic Health, Inc.	Clinical Laboratory Testing	$ 600,000	7/1/2024	6/30/2026
77103	5	American Hospice and Home Health Care Services, Inc.	Home Health and Hospice	$ 900,000	9/1/2024	8/31/2027
77104	4	Contra Costa Pathology Associates	Outpt Laboratory Testing (Anatomic Pathology, Cytology, Non-Gyn Cytology, and Clinical Lab)	$ 4,800,000	9/1/2024	8/31/2027
77110	5	Ace Home Health Care and Hospice, Inc	Home Health and Hospice	$ 1,500,000	9/1/2024	8/31/2027
77127	5	Amavi Home Health and Hospice Care Services, Inc.	Home Health and Hospice	$ 1,200,000	10/1/2024	9/30/2027
77140	4	Wheelcare Express, Inc.	Non-Emergency Medical Transportation	$ 2,400,000	12/1/2024	11/30/2027
77149	4	PET-CT Imaging of Berkeley, LLC	Diagnostic Imaging	$ 360,000	3/1/2025	2/29/2028
77173	3	Vinita Jain, M.D.	Primary Care	$ 450,000	9/1/2023	8/31/2026
77174	3	Vivekanand Jain, M.D.	Primary Care	$ 375,000	9/1/2023	8/31/2026
77179	3	First Choice Anesthesia Consultants of Northern California PC	Anesthesia and Pain Management	$ 1,800,000	10/1/2023	9/30/2026
77181	4	Man Kong Leung M.D., Inc.	Sleep Study and Neurology	$ 600,000	11/1/2023	10/31/2026
77190	4	Dietrick Chiropractic Inc. (dba Higher Ground Chiropractic)	Chiropractic	$ 240,000	8/1/2024	7/31/2027
77200	3	Comfort Assisting, Inc. (dba Comfort Assisting Inc. Home Health Agency)	Home Health	$ 300,000	12/1/2023	11/30/2026
77208	3	Andrew Jaejun Lee (dba Dr. Andrew J. Lee, DACM, L.Ac)	Acupuncture	$ 300,000	4/1/2025	3/31/2028
77210	3	Diana Oliveira Urcuyo (dba Fit and Healthy Nutrition)	Dietitian	$ 450,000	4/1/2025	3/31/2028
77211	3	Connect Hearing, Inc.	Audiology - Hearing Aid Dispensing	$ 300,000	4/1/2024	3/31/2027
77233	3	Apollo Home Healthcare, LLC	Home Health	$ 7,500,000	8/1/2024	7/31/2027
77240	6	NorCal Imaging	Diagnostic Imaging	$ 9,000,000	8/1/2024	7/31/2026
77248	3	MedicalOne Health, LLC	Home Health and Hospice	$ 450,000	10/1/2024	9/30/2027
77255	3	Suncrest Hospice San Jose, LLC	Hospice	$ 900,000	12/1/2023	11/30/2026
77256	3	Hope Hospice, Inc.	Hospice	$ 900,000	12/1/2024	11/30/2027
77258	5	Moragaidence Opco, LLC (dba Moraga Post Acute)	Skilled Nursing Facility (SNF)	$ 12,000,000	3/1/2025	2/29/2028
77260	5	Creekside Operating Company, LP (dba Creekside Healthcare Center)	Skilled Nursing Facility (SNF)	$ 9,000,000	3/1/2024	2/28/2027
77265	3	Nova Care Home Health Services, Inc (dba Nova Health Care At Home)	Home Health	$ 300,000	1/1/2025	12/31/2027
77268	3	Choice in Aging	Community Based Adult Services (CBAS)	$ 8,400,000	2/1/2024	1/31/2027
77272	3	Vitas Healthcare Corporation of California	Hospice	$ 4,800,000	9/1/2024	8/31/2027
77273	4	Bridge Medical Consultants, Inc.	Neurology	$ 1,800,000	12/1/2024	11/30/2027
77278	3	Silky Touch, LLC	Electrolysis (prep for transgender/gender affirming surgeries)	$ 1,500,000	1/1/2025	12/31/2027

77279	3	Blize Healthcare California Inc.	Home Health and Hospice	$ 2,400,000	2/1/2025	1/31/2028
77280	5	Aspen Surgery Center, LLC	Ambulatory Surgery Center (ASC)	$ 12,000,000	10/1/2024	9/30/2026
77282	2	Continuum Care Hospice, LLC (dba Continuum Hospice)	Hospice and Palliative Care	$ 390,000	5/1/2023	4/30/2026
77283	2	Seven Bridges Speech Pathology, Inc (dba Seven Bridges Therapy)	Speech Therapy	$ 1,800,000	3/1/2023	2/28/2026
77288	3	Odyssey HealthCare Operating A, LP (dba Gentiva)	Hospice	$ 1,800,000	5/1/2024	4/30/2027
77295	3	Excell Post Acute LLC (dba Excell Health Care Center)	Skilled Nursing Facility (SNF)	$ 300,000	1/1/2025	12/31/2027
77298	3	Exact Sciences Laboratories, LLC	Clinical Laboratory Testing (colorectal cancer)	$ 350,000	12/1/2024	11/30/2026
77299	2	CEP America - AUC, PC	Wound Care	$ 900,000	8/1/2023	7/31/2026
77303	4	Windsor Rosewood Care Center, LLC (dba Windsor Rosewood Care	Skilled Nursing Facility (SNF)	$ 1,650,000	10/1/2023	9/30/2026
77306	3	Yi Zheng, MD PC	Gastroenterology & Hepatology	$ 600,000	10/1/2023	9/30/2026
77308	2	Shield - California Health Care Center, Inc.	DME & Enternal Nutrition Supplies	$ 7,500,000	11/1/2023	10/31/2026
77312	2	Sierra Health and Wellness Centers LLC (dba New Start Recovery	Substance Abuse Rehabilitation	$ 300,000	1/1/2024	12/31/2026
77313	2	Direct Dermatology Professionals, P.C.	Telehealth - Dermatology	$ 900,000	1/1/2024	12/31/2026
77314	4	East Bay Cardiovascular & Thoracic Associates, Inc.	Cardiothoracic and Vascular Surgery	$ 6,000,000	4/1/2025	3/31/2028
77315	3	Integrated Pain Management Medical Group, Inc.	Pain Management and Opioid Treatment Services	$ 3,600,000	12/1/2024	11/30/2027
77320	4	Positive and Vigilant Healthcare, Inc. (dba Alhambra Convalescent	Skilled Nursing Facility (SNF)	$ 6,000,000	4/1/2024	3/31/2027
77321	2	Yosemite Pathology Medical Group, Inc	Laboratory (Hospital Based Pathology)	$ 1,500,000	2/1/2024	1/31/2027
77322	3	Allergy and Asthma Medical Group of the Bay Area, Inc.	Allergy / Asthma	$ 15,000,000	5/1/2025	4/30/2028
77326	5	Vale Operating Company, LP (DBA: Vale Healthcare Center)	Skilled Nursing Facility (SNF)	$ 18,000,000	5/1/2024	4/30/2027
77330	3	Pacific Medical, Inc.	DME Services	$ 1,200,000	6/1/2025	5/31/2028
77331	3	Sequoia Surgical Center, LP (dba Sequoia Surgical Pavillion)	Ambulatory Surgery Center (ASC)	$ 21,000,000	6/1/2025	5/31/2028
77332	2	The National Phlebotomy Provider Network	Clinical Laboratory specimen collection & delivery services	$ 300,000	6/1/2024	5/31/2027
77341	3	National Seating & Mobility, Inc.	DME (Manual & Custom Wheelchairs)	$ 2,100,000	6/1/2025	5/31/2028
77346	2	Associated Pathology Medical Group, Inc	Laboratory (Pathology)	$ 600,000	7/1/2024	6/30/2027
77347	2	American Carequest, Inc	Home Health and Hospice	$ 300,000	7/1/2024	6/30/2027
77348	2	Pinnacle Surgery Center, LLC (dba Disc Surgery Center of Walnut Creek)	Ambulatory Surgery Center (ASC)	$ 1,500,000	7/1/2024	6/30/2027
77349	2	One Access Medical Transportation North Bay (dba One Access North	Non-Emergency Medical Transportation	$ 600,000	7/1/2024	6/30/2026
77357	3	City Wheelchairs, Incorporated	Durable Medical Equipment (DME) - Power Chair	$ 300,000	7/1/2025	6/30/2027
77364	4	Windsor Elmhaven Care Center, LLC (dba Windsor Elmhaven Care	Skilled Nursing Facility (SNF)	$ 3,000,000	9/1/2024	8/31/2027
77365	4	Windsor Hampton Care Center, LLC (dba Windsor Hampton Care Center)	Skilled Nursing Facility (SNF)	$ 3,000,000	9/1/2024	8/31/2027

77366	4	Windsor Hayward Estates, LLC (dba Windsor Post-Acute Care Center of Hayward)	Skilled Nursing Facility (SNF)	$ 3,000,000	9/1/2024	8/31/2027
77367	4	Windsor Vallejo Care Center, LLC (dba Windsor Vallejo Nursing and Rehabilitation Center)	Skilled Nursing Facility (SNF)	$ 3,000,000	9/1/2024	8/31/2027
77369	4	Windsor Country Drive Care Center, LLC (dba Windsor Country Drive Care Center)	Skilled Nursing Facility (SNF)	$ 3,000,000	9/1/2024	8/31/2027
77375	2	Bridge Hospice East Bay, LLC	Hospice	$ 6,000,000	11/1/2024	10/31/2027
77378	4	Sanhyd, Inc (dba Kyakameena Center)	Skilled Nursing Facility (SNF)	$ 990,000	11/1/2024	10/31/2027
77379	4	Willow Pass Health Care Center, Inc. (dba Willow Pass Health Care	Skilled Nursing Facility (SNF)	$ 8,100,000	11/1/2024	10/31/2026
77380	4	Shattuck Health Care, Inc (Elmwood Nursing and Rehab Center)	Skilled Nursing Facility (SNF)	$ 990,000	11/1/2024	10/31/2026
77382	4	Thomas McDonald, MD Inc.	Ophthalmology	$ 600,000	11/1/2024	10/31/2027
77387	4	Comprehensive Care of Oakland, LP (dba Bay Area Healthcare Center)	Skilled Nursing Facility (SNF)	$ 900,000	8/1/2024	7/31/2027
77391	4	Lake Merritt Healthcare Center, LLC	Skilled Nursing Facility (SNF)	$ 1,200,000	10/1/2024	9/30/2027
77392	4	Redwood Healthcare Center, LLC	Skilled Nursing Facility (SNF)	$ 900,000	10/1/2024	9/30/2027
77400	4	Antioch Dunes Healthcare, LLC (dba Delta View Post Acute)	Skilled Nursing Facility (SNF)	$ 24,000,000	12/1/2024	11/30/2027
77402	4	Contra Loma Healthcare, LLC (dba Lone Tree Post Acute)	Skilled Nursing Facility (SNF)	$ 24,000,000	12/1/2024	11/30/2027
77412	2	East Bay Integrated Care, Inc (dba Hospice of the East Bay)	Hospice and Palliative Care	$ 9,000,000	1/1/2025	12/31/2027
77417	2	North Coast Medical Supply, LLC (dba Advanced Diabetes Supply)	DME (Diabetes Insulin Pumps, Continuous Glucose Monitoring)	$ 300,000	11/1/2024	10/31/2027
77419	2	Cranial Technologies, Inc.	DME (Dynamic Orthotic Cranioplasty Band - DOC Band)	$ 900,000	1/1/2025	12/31/2027
77420	3	Bright Heart Health Medical Group, AMC	Telehealth - Behavioral Health Services - Therapy & Dietitian Services	$ 300,000	1/1/2024	12/31/2026
77424	4	Bellaken Health Group, Inc. (dba Bellaken Skilled Nursing Center)	Skilled Nursing Facility (SNF)	$ 300,000	2/1/2025	1/31/2028
77425	4	Pittsburg Skilled Nursing Group, Inc. (dba Pittsburg Skilled Nursing	Skilled Nursing Facility (SNF)	$ 12,000,000	2/1/2025	1/31/2028
77426	4	Marina Garden Nursing Center, Inc.	Skilled Nursing Facility (SNF)	$ 600,000	2/1/2025	1/31/2028
77430	4	Jiva Health, Inc	Primary Care (PCP), Endocrinology, Diabetes, Allergy Services, Sleep Medicine, Podiatry and DME services	$ 9,000,000	1/1/2025	12/31/2027
77433	2	Health Link (dba Health Link Home Health Agency)	Home Health	$ 900,000	2/1/2025	1/31/2028
77434	2	HealthFlex Hospice	Hospice	$ 300,000	3/1/2025	2/29/2028
77435	2	Braden Partners, L.P. (dba Pacific Pulmonary Services)	DME (Oxygen Equipment & Supplies)	$ 300,000	2/1/2024	1/31/2027

77440	2	ABL Health Care, LLC	Home Health	$ 300,000	3/1/2024	2/28/2026
77444	2	BioReference Health, LLC	Laboratory (Pathology)	$ 300,000	2/1/2024	1/31/2027
77446	2	Freedom Mobility Centers, LLC	DME (Custom Wheelchairs)	$ 2,400,000	2/1/2025	1/31/2028
77451	2	One Health Home Care, Inc.	Home Health	$ 280,000	4/1/2024	3/31/2026
77454	2	Anchor Health, LLC	Hospice and Palliative Care	$ 600,000	4/1/2024	3/31/2026
77459	5	Richmond Post Acute Care	Skilled Nursing Facility (SNF)	$ 6,000,000	4/1/2024	3/31/2027
77461	2	East Bay Rheumatology Medical Group, Inc	Rheumatology	$ 240,000	4/1/2024	3/31/2026
77475	3	JMJ Healthcare, Inc. (JMJ Health Services)	Home Health	$ 520,000	7/1/2024	6/30/2026
77476	2	Levon Djenderedjian, M.D.	Ophthalmology	$ 400,000	7/1/2024	6/30/2026
77478	2	ATG - Rehab Specialist, Inc. (dba NuMotion)	CRT (Complex Rehab Technology) DME (Durable Medical Equipment)	$ 225,000	7/1/2024	6/30/2027
77490	2	Jigsaw Diagnostics, A Professional Psychology Corporation	Telehealth - Behavioral Health Treatment - Comprehensive Diagnostic Evaluations (CDE)	$ 400,000	2/1/2024	1/31/2026
77492	7	San Pablo Healthcare & Wellness Center, LLC	Skilled Nursing Facility (SNF)	$ 900,000	10/1/2024	9/30/2027
77493	3	Diamond Ridge Post Acute, LLC (dba Diamond Ridge Healthcare Center)	Skilled Nursing Facility (SNF)	$ 24,000,000	1/1/2025	12/31/2027
77494	3	Shields Nursing Centers, Inc.	Skilled Nursing Facility (SNF)	$ 18,000,000	1/1/2025	12/31/2027
77499	2	Executive Surgery Center Inc	Ambulatory Surgery Center (ASC)	$ 300,000	11/1/2023	10/31/2026
77506	2	Family Spring Psychology, PC	Behavioral Health- Psychology, Therapy Services	$ 300,000	1/1/2025	12/31/2027
77522	2	MD Choice Hospice, Inc	Hospice	$ 600,000	2/1/2025	1/31/2028
77526	2	John Canlas Nutrition LLC	Dietitian	$ 300,000	2/1/2025	1/31/2028
77532	2	Kickstart O & P, LLC (dba Kickstart Orthotics and Prosthetics)	Durable Medical Equipment (DME) - Orthotics & Prosthetics	$ 210,000	3/1/2025	2/29/2028
77536	2	Orinda Care Center LLC	Skilled Nursing Facility (SNF)	$ 4,000,000	8/1/2024	7/31/2026
77539	2	Sunrise Medical Supplies, Inc	General DME Supplies and Incontinence Supplies	$ 450,000	3/1/2025	2/28/2028
77542	2	Hometown Medical Supplies, LLC (dba Reliable Medical LLC)	Durable Medical Equipment & Medical Supplies	$ 300,000	3/1/2025	2/29/2028
77543	2	Total Anesthesia Care, Inc.	Anesthesiology	$ 1,050,000	3/1/2024	2/28/2027
77545	2	Fremont Ambulatory Surgery Center, LP	Ambulatory Surgery Center (ASC)	$ 620,000	4/1/2024	3/31/2026
77547	2	CEP America - Anesthesia PC	Anesthesiology	$ 15,000,000	3/1/2025	2/29/2028
77550	2	Universal Hospice Care, LLC	Hospice	$ 210,000	4/1/2025	3/31/2028
77553	2	Sitasma Inc (dba Indira Care Home Health)	Home Health	$ 300,000	4/1/2025	3/31/2028
77563	2	ZOLL Services, LLC	Durable Medical Equipment (DME) - Wearable Cardioverter Defibrillator	$ 900,000	4/1/2025	3/31/2028

77571	2	Ardent Hospice Services, Inc	Hospice	$ 1,500,000	6/1/2025	5/31/2028
77575	2	UniHealth, Licensed Clinical Social Worker, Professional Corporation (dba UniHealth, LCSW, PC)	Behavioral Health Services - Therapy	$ 900,000	6/1/2025	5/31/2028
77596	1	The Reutlinger Community	Skilled Nursing Facility (SNF)	$ 600,000	4/1/2024	3/31/2026
77615	3	The Rehabilitation Center of Oakland, LLC	Skilled Nursing Facility (SNF)	$ 900,000	10/1/2024	9/30/2027
77616	3	Princeton Manor Healthcare Center, LLC (dba Princeton Manor Healthcare Center)	Skilled Nursing Facility (SNF)	$ 900,000	10/1/2024	9/30/2027
77618	3	Oakland Healthcare & Wellness Center, LLC (dba Oakland Healthcare & Wellness Center)	Skilled Nursing Facility (SNF)	$ 900,000	11/1/2024	10/31/2027
77619	3	Alameda Healthcare & Wellness Center, LLC (dba Alameda Healthcare & Wellness Center)	Skilled Nursing Facility (SNF)	$ 900,000	11/1/2024	10/31/2027
77625	3	Hayward Healthcare & Wellness Center, LLC	Skilled Nursing Facility (SNF)	$ 900,000	11/1/2024	10/31/2027
77644	1	Team Makena, LLC (dba Restore Motion)	DME (Orthotics & Mobile Assistive Devices)	$ 400,000	2/1/2024	1/31/2026
77646	1	Advanced Home Medical, Inc	Durable Medical Equipment (DME)	$ 300,000	2/1/2024	1/31/2026
77647	1	MDxHealth, Inc	Clinical Laboratory	$ 300,000	2/1/2024	1/31/2026
77651	1	Caremax RM Corporation (dba Caremax Pharmacy)	Durable Medical Equipment (DME)	$ 300,000	2/1/2024	1/3/2026
77653	1	Forefront-Murdock Medical Services, PC	Behavioral Health Services - Telehealth	$ 300,000	2/1/2024	1/31/2026
77676	1	CHME, Inc (dba California Home Medical Equipment)	Durable Medical Equipment (DME) - (Medical Respiratory, Rehabilitation Equipment, and Home Medical Equipment)	$ 400,000	8/1/2024	7/31/2026
77738	1	Brookdale Healthcare & Wellness Centre, LP (dba Bay Marina Post Acute)	Skilled Nursing Facility (SNF)	$ 800,000	1/1/2025	12/31/2026

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4156 **Agenda Date:** 10/7/2025 **Agenda #:** C.96.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Rescind Prior Board Action Pertaining to Contracted Services with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of August 12, 2025 (C.35), which pertained to a payment for services for Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia); and APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay $201,232.33 to Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia), for outside clinical laboratory services provided during the months of January 1, 2024 through July 31, 2024, as recommended by the Health Services Director.

FISCAL IMPACT:
Approval of this payment will result in a one-time expenditure of up to $201,232.33 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers have an obligation to provide laboratory testing services to patients. On occasion, County contracts with outside laboratory testing services in order to provide testing that requires special equipment not available at county facilities. Contractor has been providing outside clinical laboratory testing services for CCRMC since January 2007.

This Contract is entered into under and subject to the following legal authorities: California Government Code Section 26227 and 31000; Health and Safety Code § 1451. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Contractor is a member of the Vizient Group Purchasing Organization (GPO) and per Administrative Bulletin 600.3, GPO members are exempt from solicitation requirements.

On February 28, 2023, the Board of Supervisors approved Contract #26-583-33 with Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute of Valencia), in an amount not to exceed $5,000,000, for the provision of outside clinical laboratory services for CCRMC and Contra Costa Health Centers, for the period January 1, 2023 through December 31, 2024.

On July 11, 2023, the Board of Supervisors approved Contract Amendment Agreement #26-583-35 with Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute of Valencia), effective July 1, 2023, to

provide additional outside clinical laboratory services, with no change in the payment limit of $5,000,000 or term ending December 31, 2024.

On August 12, 2025, the Board of Supervisors approved C.35 for a payment for services, however, the dates of service May 1, 2024 through December 31, 2024 on the Board Order were incorrect. This Board Order will rescind that incorrect Board Order and allow the Auditor-Controller, or designee, to pay $201,232.33 to the Contractor for outside clinical laboratory services for the months of January 1, 2024 through July 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommendation is not approved, the prior incorrect Board action will stand and the Contractor will not be paid for services requested by County staff and provided by Contractor provided in good faith.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4157 **Agenda Date:** 10/7/2025 **Agenda #:** C.97.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #78-008-3 with Tulare County Office of Education

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #78-008-3 with Tulare County Office of Education, to pay the County an amount not to exceed $92,000, to provide the expansion of mentoring services and continuous development of prevention and youth programs addressing the needs of the community served, for the period July 1, 2025 through June 30, 2027.

FISCAL IMPACT:
Approval of this Agreement will result in payments to the County of up to $92,000 from the Substance Abuse Block Grant (SABG) Friday Night Live funding. No County match required.

BACKGROUND:
This Agreement between the County and Tulare County Office of Education will allow the County to receive funding to provide the expansion of mentoring services and continuous development of prevention and youth programs, including Friday Night Live Kids, Club Live and Friday Night Live Mentoring, addressing the needs of the community served and to support existing chapters and developing new chapters. The program builds partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities and responds to current research and addresses the unique needs of youth in their communities and local environments.

On September 24, 2024, the Board of Supervisors approved Agreement #78-008-2 with Tulare County Office of Education, to pay the County an amount not to exceed $45,000, to provide the expansion of mentoring services and continuous development of prevention and youth programs, for the period July 1, 2024 through June 30, 2025.

Approval of Agreement #78-008-3 will allow the County to continue receiving funds for prevention and youth programs through June 30, 2027. This Agreement includes mutual indemnification to defend, indemnify, save and hold harmless each party for claims arising under this Agreement. The delay of this Agreement was due to ongoing negotiations between the Agency and the Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, County will not receive funding to address the needs for youth programs of the community being served.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4158 **Agenda Date:** 10/7/2025 **Agenda #:** C.98.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-290-2 with Diablo Digestive Care, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-290-2 with Diablo Digestive Care, Inc., a corporation, in an amount not to exceed $1,200,000, to provide gastroenterology services for Contra Costa Health Plan (CCHP) members and County recipients for the period June 1, 2025 through May 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $1,200,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain gastroenterology services including but not limited to: performing a number of diagnostic and therapeutic procedures according to the terms of their Individual and Group Health Plan membership contracts with the county. This Contractor has been part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations, mission, values, and long-term objectives since June 1, 2020.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. CCHP's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

On May 10, 2022, the Board of Supervisors approved Contract #77-290-1 with Diablo Digestive Care, Inc., in an amount not to exceed $450,000 for the provision of gastroenterology services for CCHP members and County recipients for the period June 1, 2022 through May 31, 2025.

Approval of Contract #77-290-2 will allow the Contractor to continue to provide gastroenterology services for CCHP members and County recipients through May 31, 2028. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain gastroenterology services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4159 **Agenda Date:** 10/7/2025 **Agenda #:** C.99.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-933 with Ashwini Anumandla, M.D.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-933 with Ashwini Anumandla, M.D., an individual, in an amount not to exceed $600,000, to provide gastroenterology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period October 1, 2025 through September 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $600,000 and will be funded as budgeted by the department 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on Contractors to provide necessary specialty health services to its patients. Dr. Anumandla is new to CCRMC and will provide gastroenterology specialty services including, but not limited to: clinic coverage, consultation, training, medical and/or surgical procedures, and on-call coverage beginning October 1, 2025. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Division Contract monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from solicitation requirements.

Under new Contract #76-933, Contractor will provide gastroenterology services at CCRMC and Contra Costa Health Centers through September 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the necessary specialty gastroenterology services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4160 **Agenda Date:** 10/7/2025 **Agenda #:** C.100.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Memorandum of Understanding #78-093 with Legacy Court, L.P.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Memorandum of Understanding (MOU) #78-093 with Legacy Court, L.P., a limited partnership, to collaborate with the Behavioral Health Services Division (BHSD) and Health, Housing and Homeless Services Division (H3) to develop and implement the Legacy Court Project, hereinafter ("Project"), which will provide housing and supportive services to individuals and their families, who have severe mental illness and/or serious emotional disturbance and who are homeless, or at risk of becoming homeless under the No Place Like Home Program (NPLH), effective October 1, 2025 and shall be coterminous with the state NPLH Regulatory Agreement through September 30, 2045,with an option to extend the term for one (1) year periods.

FISCAL IMPACT:
There is no fiscal impact for this action. This MOU is a non-financial agreement.

BACKGROUND:
County and Contractor have jointly applied to utilize No Place Like Home ("NPLH") Program funds for the costs associated with developing the Project. The Project includes thirteen (13) NPLH housing units located at 1243, 1300 and 1329 Fred Jackson Way in Richmond. The Project includes housing and supportive services to individuals and their families, who have severe mental illness and/or serious emotional disturbance and who are homeless, or at risk of becoming homeless. Supportive services include wraparound, intensive, integrated, personalized, strength-based services and will enable individuals to maintain their housing, improve their health and quality of life, and meet their personal goals.

Approval of MOU #78-093 will allow County and Contractor to develop and implement the Project to support individuals and their families, who have severe mental illness and/or serious emotional disturbance and who are homeless, or at risk of becoming homeless. This Agreement includes a mutual indemnification provision to defend, indemnify and hold harmless all parties for any claims arising from the indemnifying party's performance under this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If this MOU is not approved, County will not participate in developing the Project and individuals and their families, who have severe mental illness and/or serious emotional disturbance and who are homeless, or at risk of becoming homeless will not receive housing and supportive services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4161 **Agenda Date:** 10/7/2025 **Agenda #:** C.101.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract 27-835-6 with Ebrahim Ahmadi M.D., P.C.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #27-835-6 with Ebrahim Ahmadi M.D., P.C., a corporation, in an amount not to exceed $300,000, to provide primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain PCP specialty services including family/internal medicine services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since March 1, 2011.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

Approval of new Contract #27-835-6 will allow the Contractor to provide PCP services for CCHP members and County recipients through September 30, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain PCP services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4162 **Agenda Date:** 10/7/2025 **Agenda #:** C.102.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #29-533-8 with the California Department of Health Care Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #29-533-8 (State #25-50126) with the California Department of Health Care Services, to provide Managed Mental Health Care services for Medi-Cal eligible residents of Contra Costa County for the period from July 1, 2025 through December 31, 2026.

FISCAL IMPACT:
There is no fiscal impact. The County will be paid for services in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code along with Sections 5600, 5750, 5650 and Government Code Sections 11138, 14705, and 14718.

BACKGROUND:
The goal of Managed Mental Health Care is to provide covered specialty mental health services, including medication support, day treatment intensive, day rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential, psychiatric health facility and targeted case management services. Covered mental health services include psychiatric inpatient treatment and early periodic screening, diagnosis and treatment (EPSDT) supplemental specialty mental health services. The County has been contracting with the State for these services since April 1, 2012.

On November 1, 2022, the Board of Supervisors approved Standard Agreement #29-533-6 with the California Department of Health Care Services, for the provision of Managed Mental Health Care for Medi-Cal eligible residents of Contra Costa County through June 30, 2027, which included agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement.

On June 4, 2024, the Board of Supervisors approved Amendment Agreement #29-533-7 with the California Department of Health Care Services, to update terms and conditions for the continuation of mental health services to Medi-Cal eligible residents with no change in the term of July 1, 2022 through June 30, 2027.

Approval of Agreement #29-533-8 will allow County to provide Managed Mental Health Care services for the 2025/2026 fiscal year. This Agreement includes the State's updated terms and conditions for specialty mental health care services. This Agreement includes an indemnity provision which requires the County to defend, indemnify and hold the State harmless from any claims arising out of the County's performance under the

Agreement. The Agreement is delayed due to County receiving the Agreement from DHCS on July 25, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, the County will not be able to continue providing Managed Mental Health Care services to Medi-Cal eligible residents of Contra Costa County and will be out of compliance with the State.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4163 **Agenda Date:** 10/7/2025 **Agenda #:** C.103.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-651-6 with Children's Hospital & Research Center at Oakland (dba UCSF Benioff Children's Hospital)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-651-6 with Children's Hospital & Research Center at Oakland (dba UCSF Benioff Children's Hospital), a non-profit corporation, effective July 9, 2025, to amend Contract #76-651-3 (as amended by Contract Amendment #76-651-5), to increase the payment limit by $155,000, from $300,000 to a new payment limit of $455,000 to provide additional prenatal hemoglobinopathy screening services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional budgeted expenditures of up to $155,000 and will be funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide medical laboratory testing services for patients. Therefore, when specialized patient specimen testing is required for patient care and when the required testing equipment is not available at County facilities, the County contracts with outside laboratory testing services to provide specialized testing services. Contractor has been providing laboratory testing services since 2017 formerly under a purchase order with CCRMC.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 Intergovernmental service contracts are exempt from Solicitation requirements.

In July 2023, the County Administrator approved, and the Purchasing Services Manager executed Contract #76-651-3 with Children's Hospital & Research Center at Oakland (dba UCSF Benioff Children's Hospital), in an amount not to exceed $195,000, for the provision of prenatal hemoglobinopathy screening services for the period July 1, 2023 through June 30, 2026.

On September 24, 2024, the Board of Supervisors approved Contract Amendment #76-651-5, with Children's Hospital & Research Center at Oakland (dba UCSF Benioff Children's Hospital), effective June 1, 2024, to amend Contract #76-651-3, to increase the payment limit by $105,000 to a new payment limit of $300,000 to provide additional prenatal hemoglobinopathy screening services with no change in the term ending June 30, 2026.

Approval of Contract Amendment #76-651-6 will allow the Contractor to provide additional services through June 30, 2026. The delay of this Contract Amendment was due to a lack of real time expenditure tracking. There was an increase in the need for additional testing services and the payment limit depleted faster than anticipated.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved the necessary prenatal hemoglobinopathy screening services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4164 **Agenda Date:** 10/7/2025 **Agenda #:** C.104.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Agreement #29-203-107 with the California Department of Public Health

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #29 203-107 (State #25-10164) with the California Department of Public Health, to pay County an amount not to exceed $19,006,640, to provide Supplemental Food Program for Women, Infants and Children (WIC) services for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:
Approval of this Agreement will result in an amount payable to the County of $19,006,640 from the California Department of Public Health for the Supplemental Food Program. (No County match required)

BACKGROUND:
Since 1974 the County has participated in the WIC Program with the State. This is a mandated program under the Community Health Services Division of the State Department of Health Services. WIC is a nutrition education, counseling and food supplement program for low-income, pregnant, postpartum and breast-feeding women, infants and children at nutritional risk. This program serves approximately 22,200 County clients.

On September 13, 2022, the Board of Supervisors approved Standard Agreement #29-203-101 with the California Department of Public Health, in an amount not to exceed $15,881,124 for the WIC Program, for the period from October 1, 2022 through September 30, 2025. This agreement included the County agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement.

On March 21, 2023, the Board of Supervisors approved Standard Agreement (Amendment) #29-203-102 with the California Department of Public Health, to increase the amount payable to the County by $430,584 to a new total of $16,311,708 for the WIC Program, with no change in the original term.

On June 27, 2023, the Board of Supervisors approved Standard Agreement (Amendment) #29-203-103 with the California Department of Public Health, to increase the amount payable to the County by $276,636 to a new total of $16,588,344 for the WIC Program, with no change in the original term.

On April 22, 2024, the Board of Supervisors approved Standard Agreement (Amendment) #29-203-104 with the California Department of Public Health, to increase the amount payable to the County by $327,954 to a new total of $16,916,298 for the WIC Program, with no change in the original term.

On September 10, 2024, the Board of Supervisors approved Standard Agreement (Amendment) #29-203-105 with the California Department of Public Health, to increase the amount payable to the County by $305,880 to a new total of $17,222,178 for the WIC Program, with no change in the original term.

On March 25, 2025, the Board of Supervisors approved Standard Agreement (Amendment) #29-203-106 with California Department of Public Health, to increase the amount payable to the County by $499,911 to a new total of $17,722,089 for the WIC Program, with no change in the original term.

Approval of Standard Agreement #29 203-107 will allow the County to receive funding in the amount of $19,006,640, from the State for the WIC Supplemental Food Program through September 30, 2028. This Agreement includes an indemnification provision requiring the County to indemnify, defend, and hold harmless the State for claims arising out of County's performance under the Agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, County will not receive funding to support the continuation of the WIC Supplemental Food Program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4165 **Agenda Date:** 10/7/2025 **Agenda #:** C.105.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-735 with Naomi Natalie Terao, M.D.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-735 with Naomi Natalie Terao, M.D., an individual, in an amount not to exceed $425,000, to provide outpatient psychiatric care services for mental health patients with a substance abuse disorders in Contra Costa County, for the period October 1, 2025 through September 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $425,000 and will be funded as budgeted by the department, 100% by Mental Health Measure X Funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing Measure X funded mental health outpatient psychiatric services including, but not limited to diagnosing, counseling, evaluating, medication management and providing medical and psychiatric therapeutic treatment services to mental health patients with substance abuse disorders in Contra Costa County. This is a new Contractor who will provide these services and foster a deep understanding of the County's organizations mission, values, and long-term objectives starting October 1, 2025.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Welfare and Institutions Code, § 5600 et seq. (The Bronzan - McCorquodale Act). Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Acting as a Mental Health Plan designated by Department of Health Care Services (DHCS), Contra Costa Behavioral Health is required to meet federal and state network adequacy standards to ensure that all Medi-Cal managed care covered services are available and accessible to beneficiaries in accordance with timely access and time and distance standards. Contractor currently cooperates with and participates in BHSD's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These Physician services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

Approval of new Contract #74-735 will allow the Contractor to provide outpatient psychiatric care services

through September 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved**,** the necessary psychiatric services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4166 **Agenda Date:** 10/7/2025 **Agenda #:** C.106.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-612-8 with Forward Advantage Holdings, Inc

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-612-8 with Forward Advantage Holdings, Inc, a corporation, in an amount not to exceed $2,500,000, to provide network log-in software licenses, maintenance, and support for Contra Costa Health's (CCH) Information Systems Unit for the period from October 30, 2025 through December 29, 2028.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $2,500,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
This Contract meets the needs of the County by providing licenses, software maintenance and support for CCH's Information Systems Unit's Information Management Program. This Program requires secure and efficient access to County computer systems for CCH hospitals and clinic staff, allowing a practical means for staff to electronically sign controlled substance medication orders within Epic CCH's electronic medical records system. Imprivata OneSign Single Sign-On (SSO) offers a multi-factor authentication, SSO solution that improves security and workflow when accessing information systems. Forward Advantage Holdings is also the authorized reseller of iGel Technology Corporation Workspace Edition (OS 11 & UMS) Solution, which serves as the clinical desktop used for all patient care. iGel Technology Corporation's E-Prescribing (EPCS) allows doctors to prescribe medicine using a Token ID & a Windows ID in Epic and provides robust identification capabilities when electronically prescribing controlled substances.

In November 2022, the County Administrator approved, and the Purchasing Services Manager executed Contract #23-612-3 with Forward Advantage, Inc., in an amount not to exceed $167, 468 for the provision of software maintenance and support services to CCH's Information Systems Unit, for the period from November 1, 2022 through October 31, 2024.

In April 2023, the County Administrator approved, and the Purchasing Services Manager executed a Consent to Assignment and Amendment (County Contract #23-612-6) with Forward Advantage Holdings, Inc, effective April 26, 2023, to amend the agreement, reassigning it from Forward Advantage, Inc to Forward Advantage Holdings, Inc, with no change in the term.

On October 22, 2024, the Board of Supervisors approved Contract Amendment/Extension #23-612-7 with Forward Advantage Holdings, Inc., effective October 22, 2024, to increase the payment limit by $97,780 to a new payment limit of $265,248 and to extend the termination date from October 31, 2024 to October 29, 2025 for additional software maintenance and support for CCH's Information Systems Unit.

Forward Advantage Holdings is a reseller of Imprivata's SSO product solution. Since 2011, CCH hospitals and clinic staff have used SSO to sign into the County's systems. This Contractor was approved by the Public Works Department's Purchasing Division on April 28, 2025. CCH will monitor measurable service contract deliverables regarding CCH's access to the software maintenance and support services in compliance with Section III(B)(7) of the Purchasing Policy. CCH Personnel approved this contract renewal to ensure no conflict with labor relations.

Approval of this Contract renewal #23-612-8 will allow the Contractor to provide additional software maintenance and support services through December 29, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract renewal is not approved, the maintenance and support licenses will expire and CCH will lose the ability to prescribe controlled medications, jeopardizing patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4167 **Agenda Date:** 10/7/2025 **Agenda #:** C.107.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Novation Contract #24-794-9(25) with BHC Sierra Vista Hospital, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-794-9(25) with BHC Sierra Vista Hospital, Inc., a corporation, in an amount not to exceed $250,000, to provide inpatient psychiatric hospital services to County-referred adults and adolescents for the period from July 1, 2025 through June 30, 2026, which includes a six-month automatic extension through December 31, 2026, in an amount not to exceed $125,000.

FISCAL IMPACT:
Approval of this Novation Contract will result in annual budgeted expenditures of up to $250,000 and $125,000 during the six-month automatic extension period and will be funded 100% by Mental Health Realignment revenues.

BACKGROUND:
This Contract meets the social needs of County's population by providing inpatient psychiatric hospital services to County-referred adults and adolescents. The Behavioral Health Services Department (BHSD) has been contracting with BHC Sierra Vista Hospital, Inc. since November 1, 2006.

This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The BHSD Contract Monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the Contract are upheld. This Contractor has been a longstanding partner in previous projects, fostering a deep understanding of our organization's mission, values, and long-term objectives. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Purchasing Division.

On October 22, 2024, the Board of Supervisors approved Novation Contract #24-794-9(24) with BHC Sierra Vista Hospital, Inc., in an amount not to exceed $200,000, for the provision of inpatient psychiatric hospital services to County-referred adults and adolescents for the period from July 1, 2024 through June 30, 2025, which included a six-month automatic extension through December 31, 2025, in an amount not to exceed $100,000.

Approval of Novation Contract #24-794-9(25) will allow the Contractor to continue to provide inpatient psychiatric hospital services through June 30, 2026. This Contract includes mutual indemnification to hold

harmless both parties for any claims arising from or connected with the operations or the services under this Contract.

CONSEQUENCE OF NEGATIVE ACTION:
If this Novation Contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4168 **Agenda Date:** 10/7/2025 **Agenda #:** C.108.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #27-944-5 with Teodoro P. Nissen, M.D., Inc. (dba Bay Area Orthopedic Surgery and Sports Medicine)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-944-5 with Teodoro P. Nissen, M.D., Inc. (dba Bay Area Orthopedic Surgery and Sports Medicine), a corporation, in an amount not to exceed $300,000, to provide orthopedic surgery services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2025 through July 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain orthopedic services including but not limited to: performing a number of diagnostic and therapeutic procedures according to the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations, mission, values, and long-term objectives since August 1, 2014.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. CCHP's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

In August 2023, the County Administrator approved and the Purchasing Services Manager executed Contract #27-944-4 with Teodoro P. Nissen, M.D., Inc. (dba Bay Area Orthopedic Surgery and Sports Medicine), in an amount not to exceed $150,000 for the provision of orthopedic surgery services for CCHP members and County recipients for the period August 1, 2022 through July 31, 2025.

Approval of Contract #27-944-5 will allow the Contractor to continue to provide orthopedic surgery services for CCHP members and County recipients through July 31, 2028. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain orthopedic surgery services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4169 **Agenda Date:** 10/7/2025 **Agenda #:** C.109.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-913 with Leica Microsystems Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-913 with Leica Microsystems Inc., a corporation, in an amount not to exceed $65,290, to provide preventative maintenance and repair services of the pathology equipment at the Contra Costa Regional Medical Center (CCRMC) for the period April 1, 2025 through March 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $65,290 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenue.

BACKGROUND:
CCRMC has an obligation to provide medical equipment to provide health services for patients requiring a higher level of care at CCRMC. The medical equipment located in the Pathology Department at CCRMC is also manufactured by the Contractor and requires specialized parts and specially trained field service technicians to perform repairs and annual service maintenance. This equipment allows for seamless cutting, processing and staining of tissue blocks used to diagnose malignancy.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. CCRMC's Quality Management, Utilization Management and Contract Monitor staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. This Contractor was approved by the Public Works Department's Purchasing Department on February 10, 2025.

Under new Contract #76-913, Contractor will provide preventative maintenance and repair services of the pathology equipment at CCRMC for the period April 1, 2025 through March 31, 2028. This Contract includes a limitation of liability provision limiting Contractor's liability to County to an amount equal to the price of the goods or services furnished by the Contractor giving rise to any claim. The delay of this Contract was due to ongoing negotiations between the Division and the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, CCRMC will not have access to preventative maintenance services for medical equipment, which may delay services to patients.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4170 **Agenda Date:** 10/7/2025 **Agenda #:** C.110.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-585-8 with Covelo Direct, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-585-8 with Covelo Direct, LLC, a limited liability company, in an amount not to exceed $400,000, for the provision of temporary pharmacists and pharmacy technicians at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to provide coverage during peak loads, temporary absences, and emergencies for the period July 1, 2025 through June 30, 2027.

FISCAL IMPACT:
This Contract will result in annual budgeted expenditures of up to $400,000 over a two-year period and is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the County contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The County has been using the Contractor's temporary staffing services since May 1, 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227, 31000 and 31000.4. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contractor was approved by the Public Works Department's Purchasing Division on April 28, 2025.

On January 29, 2024, the Board of Supervisors approved Contract #76-585-7 with Covelo Direct, LLC, in an amount not to exceed $900,000, for the provision of temporary pharmacists, laboratory technicians, pharmacy technicians, and permanent placement recruitment services at CCRMC and Contra Costa Health Centers to provide coverage during peak loads, temporary absences and emergencies for the period January 1, 2024 through June 30, 2025.

Approval of Contract #76-585-8 will allow the Contractor to continue providing temporary medical staffing services through June 30, 2027. This Contract includes services provided by represented classifications and the County has met its obligations with the respective labor partner(s). The delay of this Contract was due to

ongoing negotiations between the Division, County Counsel and the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, patients requiring services during peak loads, temporary absences, vacations or emergency situations will not have access to Contractor's services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4171 **Agenda Date:** 10/7/2025 **Agenda #:** C.111.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Approve New and Recredentialing Providers and Organizational Providers in Contra Costa Health Plan's Community Provider Network

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review Credentialing Committee and Medical Director and the Health Services Director on August 14 and 28, 2025, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisor approval be contained within each Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

Contra Costa Health Plan
Providers Approved by PRCC
August 14, 2025

CREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Bippus, Peter, LMFT	Behavioral Health
Dunn, Katherine, AMFT	Behavioral Health
Dunn, Rachel, MA	Qualified Autism Provider
Garrett, Draven, LMFT	Behavioral Health
Head, Shaughn, MD	Pediatrics
Iwuagwu, Chinyere, NP	Behavioral Health
Jones, Kevin, Jr., ACSW	Behavioral Health
Raimondo, Marcella, PhD	Behavioral Health
Rockwell, Denise, PsyD	Behavioral Health
Rose, Paul, MD	Dermatology
Shen, Amanda, BCBA	Qualified Autism Provider
Subijano, Ronaldo, NP	Mid-Level Nephrology
Tunson, Meghan, Psy.D	Behavioral Health
Verzi Jr., Scott, BCBA, M.Ed.	Qualified Autism Provider
Whitmore, Wendy, LMFT	Behavioral Health

INITIAL ORGANIZATIONAL PROVIDERS AUGUST 2025		
Provider Name	**Provide the Following Services**	**Location**
Diablo Valley Post Acute	Skilled Nursing Facility	Concord
Ridgeway Post Acute	Skilled Nursing Facility	Petaluma

RECREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Aasen, Elise, BCBA	Qualified Autism Provider
Adams, Jonathan, DC	Chiropractor
Beach, Horace, PhD	Behavioral Health
Cain, Ke'Aarre, BCBA	Qualified Autism Provider
Chentanez, Teera, MD	Infectious Disease
Cherry, Suraj, MD	Ophthalmology
Dang, Minh Ngoc, MD	Dermatology
Danielyan, Arman, MD	Psychiatry

Contra Costa Health Plan
Providers Approved by PRCC and Medical Director
August 14 and 28, 2025

RECREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Deeman, Jenna, BCBA, M.Ed.	Qualified Autism Provider
Fulkerson, Eric, MD	Surgery - Orthopaedic
Gjestson, Anne Marie, MA	Qualified Autism Provider
Grant, Philip, BCBA	Qualified Autism Provider
Hasan, Saqib, MD	Surgery - Orthopaedic
Johnson, Julianna, BCBA, M.Ed	Qualified Autism Provider
Jordan, Danielle, BCBA	Qualified Autism Provider
Kirsch, Nicole, PSY.D	Behavioral Health
Kopiko, Karen, OD	Optometry
Macatangay, Ashley, BCBA	Qualified Autism Provider
McCalmont, Timothy, MD	Dermatopathology
Murphy, John, MD	Internal Medicine
Oren, Jennifer, BCBA	Qualified Autism Provider
Pecci, Matthew, MD	Orthopaedics/Sports Medicine
Stevenson, Mark, DDS	Endodontics
Weir, Sierra, SLP	Speech Pathology

RECREDENTIALING ORGANIZATIONAL PROVIDER AUGUST 2025		
Provider Name	**Provide the Following Services**	**Location**
Redwood Healthcare Center	Skilled Nursing Facility	Oakland

Providers Approved by Medical Director
August 28, 2025

CREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Anast, Zachary, ACSW	Behavioral Health
Andrews, Randy, LCSW	Behavioral Health
Barrack, Valerie, LMFT	Behavioral Health
Berkowitz, Claire, ACSW	Behavioral Health
Brown, Dawn, MD	Psychiatry
Buenrostro Contreras, Karen, BCBA	Qualified Autism Provider
Burk, Stacey, LMFT	Behavioral Health

Contra Costa Health Plan
Providers Approved by PRCC and Medical Director
August 14 and 28, 2025

CREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Castro Viorato, Selena, ACSW	Behavioral Health
Chaney, Michael, LCSW	Behavioral Health
Cherry, Sherman, ACSW	Behavioral Health
Chilingaryan, Vardui, BCBA	Qualified Autism Provider
Chung, Yan Han Eva, OD	Optometry
Clayton, Aiesha, PA	Mid-Level Psychiatry
Clode, Georgia, AMFT	Behavioral Health
DeCamargo, Luciana, AMFT	Behavioral Health
Deloney, Micaela, BCBA	Qualified Autism Provider
Doshi, Bhavin, MD	Pediatrics
Elaog, Athena Abegail, BCBA	Qualified Autism Provider
Fairchild, Adrienne, BCBA	Qualified Autism Provider
Flanigan, Marilyn, LMFT	Behavioral Health
Fuentes, Gustavo, APCC	Behavioral Health
Gamsky, Nathaniel, MD	Pain Medicine
Garcia, Vicente, AMFT	Behavioral Health
Gomez, Matthew, LMFT	Behavioral Health
Hall, Andrea, NP	Mid-Level Psychiatry
Hanley, Olivia, LCSW	Behavioral Health
Hansen, Claire, BCBA	Qualified Autism Provider
Hijada, Mahalia, LMFT	Qualified Autism Provider
Johnson, Travis, MD	Psychiatry
Lomeli, Hector, LMFT	Behavioral Health
Martinez, Cynthia, AMFT	Behavioral Health
Mendez, Natalie, RD	Dietitian
Modi, Harshil, MD	Internal Medicine
Murphy, Tiffany	Doula
O'Connor, Michael, MD	Endocrinology
Oregel, Emmanuel, PA	Mid-Level Psychiatry
Palacios, Yesenia, RD	Dietitian
Pitt, Mary, BCBA	Qualified Autism Provider
Ponce, Macayla, PA	Mid-Level Psychiatry
Rodriguez, Angee	Doula
Sayd, Nicole, RD	Dietitian
Spence, Melanie, BCBA	Qualified Autism Provider
Torres, Patricia, LMFT	Behavioral Health
Verzi, Rachael, BCBA	Qualified Autism Provider
Woodall, Jasha, BCBA	Qualified Autism Provider
Young, Alison, CNM	Certified Nurse Midwife

Contra Costa Health Plan
Providers Approved by PRCC and Medical Director
August 14 and 28, 2025

INITIAL ORGANIZATIONAL PROVIDERS AUGUST 2025		
Provider Name	**Provide the Following Services**	**Location**
Davita - Sunflower Home Training	Dialysis	Fairfield
Star Nursing Inc.	Enhanced Care Management/ Community Supports	El Dorado Hills
Upward Health	Enhanced Care Management	San Mateo

RECREDENTIALING PROVIDERS AUGUST 2025	
Name	**Specialty**
Ejaz, Ehsan, PA	Mid-level - Neurological Surgery Assistant
Sharma, Rishi, MD	Gastroenterology

RECREDENTIALING ORGANIZATIONAL PROVIDER AUGUST 2025		
Provider Name	**Provide the Following Services**	**Location**
Hospice of the East Bay	Hospice - Inpatient/Hospice Outpatient/Palliative Care	Pleasant Hill

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4172 **Agenda Date:** 10/7/2025 **Agenda #:** C.112.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Authorizing Relocation Assistance for the Chief of Plant Operations

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the Auditor-Controller, on behalf of the Health Services Director, to reimburse the new Chief of Plant Operations (CPO), Rick Ortiz, for reasonable moving expenses incurred in relocating to the Bay Area from Casper, Wyoming in a total amount not to exceed $10,000.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $10,000 and will be funded by the Hospital Enterprise Fund I revenues.

BACKGROUND:
Contra Costa Regional Medical Center (CCRMC) has identified Rick Ortiz as the best candidate for the Chief of Plant Operations during the search for this position since early 2025. Mr. Ortiz has requested relocation assistance to move his and his family's personal belongings from Wyoming. He has accepted CCRMC's salary offer and is currently undergoing background checks and other steps in the hiring process to enable him to start employment on October 15, 2025. CCRMC has been without a full-time Chief of Plant Operations since December 2022. The approval of the maximum allowance of $10,000 for this classification will complete the hiring of a qualified employee at CCRMC.

CONSEQUENCE OF NEGATIVE ACTION:
It is recommended that CCRMC have the ability to offer this recruitment allowance as part of the compensation options to fill the long-standing vacant leadership position.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4173 **Agenda Date:** 10/7/2025 **Agenda #:** C.113.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Cancellation of Contract #23-090-1 with Pacific Medical Care

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the Health Services Director's cancellation by written mutual consent of Personal Services Contract #23-090-1 (as amended by Amendment Agreements #23-090-2 through #23-090-8) with Pacific Medical Care, a corporation, effective October 1, 2025.

FISCAL IMPACT:
This contract was funded by Hospital Enterprise Fund I.

BACKGROUND:
On December 6, 1988, the Board of Supervisors approved Personal Services Contract #23-090-1 (as amended by Amendment Agreements #23-090-2 through #23-090-8) with Pacific Medical Care, for the provision of financial management services for the County's Health Services Department, for the period beginning December 1, 1988, and automatically renewed from year to year until terminated.

In accordance with Personal Services Contract #23-090-1, Special Conditions paragraph 3 (Termination), the County and Contractor have agreed to cancel the contract by written mutual consent effective October 1, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Board Order is not approved, the mutual cancellation agreement made between contractor and Health Services Director would not be ratified by the Board of Supervisors.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4174 **Agenda Date:** 10/7/2025 **Agenda #:** C.114.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Purchase Order with Carasoft for LinkedIn Recruiter

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Human Resources Director, to execute (1) a purchase order with Carahsoft Technology Corporation in an amount not to exceed $22,440, and (2) a Subscription Agreement with LinkedIn Corporation, for a vendor-hosted job posting portal for the period October 8, 2025, through October 7, 2026.

FISCAL IMPACT:
The cost for the term of the agreement is within the Human Resources Department FY 25-26 budget. (100% General Fund)

BACKGROUND:
The County has been subscribing to LinkedIn Recruiter through third-party reseller Carahsoft Technology Corporation for several years to publish a select number of job postings that originate in GovernmentJobs.com, Inc. (dba NeoGov), a separate vendor also contracted with the County. LinkedIn Recruiter allows the County to expand its recruitment efforts and connect with qualified candidates through the LinkedIn network. The LinkedIn Subscription Agreement limits LinkedIn's liability under the agreement to no more than what the County pays LinkedIn during the term of the applicable order form(s).

CONSEQUENCE OF NEGATIVE ACTION:
If the purchase is not approved, the County will not be able to access the vendor's job posting system, which would significantly hinder the ability to expand recruitment efforts and reach qualified job candidates.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4175 **Agenda Date:** 10/7/2025 **Agenda #:** C.115.

To: Board of Directors

From: Ann Elliott, Human Resources Director

Report Title: Contract with GovernmentJobs.com, Inc. (dba NeoGov)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with GovernmentJobs.com, Inc. (dba NeoGov), in an amount not to exceed $626,521 for a vendor-hosted internet-based performance management system for the period of October 15, 2025, through October 14, 2028.

FISCAL IMPACT:
The $220,295.00 cost for the first year of service is within the Human Resources Department FY 25-26 budget, and remaining contract costs will be budgeted in subsequent years. 100% General Fund.

BACKGROUND:
The County conducted a Request for Proposals (RFP) to solicit vendors for a countywide performance management system. The bid was awarded to GovernmentJobs.com, Inc. (dba NeoGov). The performance management system will enable supervisors to review, evaluate, and document employee performance in a consistent and equitable manner across all participating departments. By standardizing the employee review process, the County can provide meaningful and measurable data to employees and supervisors for the tenure of employment.

The contract being executed is governed by the Service Agreement, dated January 10, 2025, between GovernementJobs.com, Inc., and the County. The performance management system will be hosted on the internet by the vendor. The agreement obligates the County to indemnify the vendor for third-party losses arising out of the infringement or misappropriation of such third-party's intellectual property rights, in connection with the County's violation of any applicable laws, and against any third-party claim or allegation resulting from the County's breach of the agreement. The agreement obligates the vendor to indemnify the County for third-party losses arising out of the infringement or misappropriation of such third-party's intellectual property rights, provided that the vendor's indemnity obligation shall not exceed the amount of all payments actually received by GovernmentJobs.com, Inc. (dba NeoGov) from the County in connection with the Service Agreement in the 12-month period preceding the date of the first event initially giving rise to such liability.

CONSEQUENCE OF NEGATIVE ACTION:
If the contract is not approved, we will not be able to access the vendor's performance management system, which would significantly hinder the ability to measure employee growth and success in a consistent and

equitable manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4176 **Agenda Date:** 10/7/2025 **Agenda #:** C.116.

To: **Board of Supervisors**

From: Ann Elliott, Human Resources Director

Report Title: Reallocate the salary of the Fire District Communications Center Manager

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26512 to reallocate the salary of the Fire District Communications Center Manager (REDB) at salary plan and grade ZA 1929 from ($11,122.09 - $13,518.97) to ($12,957.23 - $15,749.60) in the Contra Costa County Fire Protection District (District).

FISCAL IMPACT:
Approval will result in an approximate 16.5% annual increase totaling an additional $26,768 in salary and benefit cost to the Fire District. The increase will be fully funded by the District's General Operating Fund.

BACKGROUND:
The Fire Protection District has historically struggled to recruit and retain this single-position classification that is responsible for the operations and maintenance of the Contra Costa County Regional Fire Communications Center. A study was conducted of several Bay Area Fire agencies with comparable classifications which revealed that the Fire District Communications Center Manager is 16.5% below the median.

CONSEQUENCE OF NEGATIVE ACTION:
If the salary for this classification is not reallocated, the Fire District will continue to struggle to recruit and retain qualified employees, which could disrupt this critical 24/7 operation.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF the reallocation of the salary for the Fire District Communications Center Manager by 16.5%.

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of Contra Costa County RESOLVES THAT:

Effective October 1, 2025, the salary of the Fire District Communications Center Manager (Job Code - REDB) will be reallocated by 16.5% to a new monthly salary range of $12,957.23 - $15,749.60.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4177 **Agenda Date:** 10/7/2025 **Agenda #:** C.117.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Add two (2) Forensic Social Worker positions for a long term strategy of converting two project positions to permanent positions

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Position Adjustment Resolution No. 26479 to add two (2) Forensic Social Worker (25WC) (represented) positions in the Office of the Public Defender.

FISCAL IMPACT:

These positions are fully funded by County General Fund. This action is cost neutral and will not cause any additional fiscal impact, as the intent is to convert the two project positions into merit positions.

BACKGROUND:

Effective fiscal year 2025-26, the Office of the Public Defender is no longer receiving Alliance to End Abuse funding from the Employment and Human Services Department (EHSD), which funded 2.0 FTE Forensic Social Worker (FSW) project positions since 2023.

During the FY 2025-26 budget process and on May 20, 2025, the Public Defender requested that the Board of Supervisors provide ongoing funding for the two positions slated to be eliminated due to loss of funding. The Public Defender informed the Board of the FSW's role within the department, which allows them to comply with 6th Amendment mandated services. The two FSW positions play a crucial role in stabilizing mental health diversion eligible individuals in the community, who would otherwise be languishing in our jails. Of the 83 Contra Costa County mental health diversion clients, 63 are being supervised by the social workers in the Public Defender's Office. They also play a critical supporting role for the attorney's representing individuals in court by collaborating with behavioral health treatment providers, finding housing, and ensuring transportation accessibility, all of which prevent repeated incarcerations and improve compliance with treatment programs. Their involvement is also vital in post-release support, helping clients adhere to conditions of their court agreements, such as medication and housing. With the support of the FSW positions, these services have demonstrated reduced cycles of re-arrest, enhancing the quality of life for both clients and the broader community.

At the May 20, 2025, Budget Adoption Hearing, the Board of Supervisors (BOS) approved funding the 2.0 FTE

FSW positions with ongoing general fund, therefore allowing for the conversion of the status of these positions from project to merit. It was recommended that the Public Defender's Office continue to seek Alliance to End Abuse funding when future funding opportunities open.

The Public Defender is requesting to add two (2) permanent FSW positions to the department to conduct an open and competitive recruitment to fill these positions. The employees currently in the FSW project positions will be informed that they may apply for the new permanent FSW positions as part of this open and competitive recruitment, and that their existing positions will be deleted once new candidates are chosen for this recruitment.

A future action will be submitted to cancel the two project positions (#19118 and #19119) as soon as the two merit positions are filled and with no overlap.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not have the proper classification to recruit for a permanent position with an ongoing funding source.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA43 Public Defender
Dept No(s). 0243 Org No(s). 2909
Action Type: Add Position(s)
Net FTE Change: 2.00
Proposed Effective Date: 10/22/2025

Action Requested:

Add two (2) full-time Forensic Social Worker (25WC) positions in the Office of the Public Defender. The intent is to convert two Forensic Social Worker - Project (25W4) positions to merit. A future action will be submitted to cancel position numbers 19118 and 19119 as soon as the merit positions are filled, with no overlap.

Use an additional sheet for further explanation or comments.

Fiscal Impact:
Cost is within Department's Budget: ☑ Yes ☐ No
Total One-Time Cost: $ 0.00
Total Annual Cost: $ 0.00
Total this FY: $ 0.00
Net County Cost: $ 0.00
NCC this FY: $ 0.00
Source of Funding: General Fund

Sylvia Wong Tam — (for) Department Head
07/28/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26479

Comments:
Released to HR for further study/review

Elizabeth Farrell — (for) County Administrator
09/24/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

Add two (2) full-time Forensic Social Worker (25WC) (represented) positions at salary plan and grade 255 1553 ($7,927.02 - $8,739.54) in the Office of the Public Defender. When these positions are filled, Forensic Social Worker - Project (25W4) (represented) position numbers 19118 and 19119 at salary plan and grade 255 1553 ($7,927.02 - $8,739.54) will be canceled.

(for) Director of Human Resources: Melissa Moglie
Date: 09/26/2025

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A
If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval
☐ Date: _____

Enid Mendoza — (for) County Administrator
10/02/2025 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

Monica Nino, Clerk of the Board of Supervisors and County Administrator

By: _____
Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4178 **Agenda Date:** 10/7/2025 **Agenda #:** C.118.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Transfer Mental Health Specialist II Project Position and Incumbent to County's Merit System Mental Health Specialist II classification

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26494 to transition one (1) Mental Health Specialist II-Project (VQV1) position #14245 at salary plan and grade TC2 1262 ($5,919.87-$8,364.62) and its incumbent into the Merit System classification of Mental Health Specialist II (VQVA) at salary plan and grade TC2 1284 ($6,050.23-$8,548.82) in the Health Services Department. (Represented)

FISCAL IMPACT:
Upon approval, this action will result in an annual cost increase of $3,549.96 with an annual increase in pension costs of $518.61. (100% Mental Health Realignment).

BACKGROUND:
The Health Services Department is requesting to transition one Mental Health Specialist II-Project position #14245 and its incumbent (EE ID 94834) into the merit system. The incumbent meets the provisions for transition from project into the merit system in accordance with PMR Section 1603.1 - Transfer of Project Positions.

Section 1603.1 of the Personnel Management Regulations states that when the Board of Supervisors establishes as regular service a program initially established by the Board for a specific limited period as part of an approved project, employees who have served in project positions for at least one (1) year shall be included in the merit system if the Director of Human Resources recommends such inclusion and allocates the position to a class in the classification plan, the Board of Supervisors approves the classification and addition of the position to the merit system, and if the employee was originally appointed to the project position from an eligible list on an open competitive basis.

The incumbent was appointed from an eligible list on an open competitive basis and has served more than one year in the classification. This position was first established in 2010 and is currently assigned to Behavioral Health's Access Line program which provides 24/7 mental health and substance abuse treatment. The department has established that the Behavioral Health Access Line program is a regular service.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the incumbent will not receive the benefits of being a merit system employee.

Attachment A

ADOPT Position Adjustment Resolution No. 26494 to transition one (1) Mental Health Specialist II-Project (VQV1) position #14245 at salary plan and grade TC2 1262 ($5,919.87-$8,364.62) and its incumbent into the Merit System classification of Mental Health Specialist II (VQVA) at salary plan and grade TC2 1284 ($6,050.23-$8,548.82) in the Health Services Department. (Represented)

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA18 Health Services
Dept No(s). 0467 Org No(s). 5983
Action Type: Other
Net FTE Change:
Proposed Effective Date: 09/10/2025

Action Requested:

Transition one (1) Mental Health Specialist II-Project (VQV1) position #14245 at salary plan and grade TC2 1262 ($5,919.87-$8,364.62) and its incumbent into the Merit System's Mental Health Specialist II (VQVA) classification at salary plan and grade TC2 1284 ($6,050.23-$8,548.82) in the Health Services Department.

Use an additional sheet for further explanation or comments.

Fiscal Impact:
Cost is within Department's Budget: ☑ Yes ☐ No
Total One-Time Cost:
Total Annual Cost:
Total this FY: $ 3,549.00
Net County Cost:
NCC this FY:
Source of Funding: Cost Increase- Mental Health Realignment

Gregory Fiorina — (for) Department Head
09/04/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26494

Comments:
Released to HR for further study/review

Sarah Kennard — (for) County Administrator
09/09/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

HR Recommendation(s): See attachment A.

Lauren Ludwig — (for) Director of Human Resources
09/18/2025 — Date

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☐ Yes ☐ No ☐ N/A
If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☐ Yes ☐ No

Effective: ☐ Day following Board Approval
☐ Date: _____

_____ — (for) County Administrator
_____ — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

Monica Nino, Clerk of the Board of Supervisors and County Administrator

By: _____
Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4179 **Agenda Date:** 10/7/2025 **Agenda #:** C.119.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Reassign one (1) vacant Secretary-Advanced Level from the Emergency Medical Services Department to the Health Services Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Adopt Position Adjustment Resolution No. 26495 to reassign one (1) vacant Secretary-Advanced Level (J3TG) position # 15263 in salary plan and grade 3R2 1163 ($5,367.12 - $6,870.36) from Emergency Medical Services (Serv Area Em-1 Zone B (7406/7406)) to Hospital and Health Centers (Hospital Enterprise Fund I (0540/6544)) in the Health Services Department.

FISCAL IMPACT:
This FTE-neutral reassignment will result in a transfer of cost of $132,405.59, including $19,343.09 in pensions costs, from Serv Area EM-1 Zone B to Hospital Enterprise Fund I.

BACKGROUND:
In August 2025, position #15263 was vacated as a result of a promotion, and the department identified that this classification and position was no longer necessary due to other staffing changes that occurred during budget development that generated additional administrative capability.

Concurrently, within Contra Costa Regional Medical Center (CCRMC), new onboarding of leadership positions has resulted in the business need of additional administrative secretarial support for the Chief Executive Officer.

Therefore, the department requests to reassign this vacant position to address this emergent need.

CONSEQUENCE OF NEGATIVE ACTION:
If this request is disapproved, the CEO of CCRMC and health centers will not have the proper support needed to perform optimally.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA18 Health Services ☑ Dept No(s). 7406 Org No(s). 7406

Action Type: Reassign Net FTE Change: 0.00 Proposed Effective Date: 10/08/2025

Action Requested:

ADOPT Position Adjustment Resolution No. 26495 to reassign one (1) vacant Secretary-Advanced Level (J3TG) position #15263 in salary plan and grade 3R2 1163 ($5,367.12 - $6,870.36) from department ID Serv Area Em-1 Zone B (7406/7406) to Hospital Enterprise Fund I (0540/6544) in the Health Services Department. (represented)

Use an additional sheet for further explanation or comments.

Fiscal Impact:

Cost is within Department's Budget: ☑ Yes ☐ No

Total One-Time Cost:

Total Annual Cost: $ 132,405.59

Total this FY: $ 110,338.00

Net County Cost: $ 0.00

NCC this FY: $ 0.00

Source of Funding: Cost shift- Hospital Enterprise Fund I

Mary Jane De Jesus-Saepharn — (for) Department Head — 09/08/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26495

Comments:

Released to HR for further study/review

Sarah Kennard — (for) County Administrator — 09/09/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

Reassign one (1) vacant Secretary-Advanced Level (J3TG) position #15263 at salary plan and grade 3R2 1163 ($5,367.12 - $6,870.36) from department ID Serv Area Em-1 Zone B (7406/7406) to Hospital Enterprise Fund I (0540/6544) in the Health Services Department. (represented)

(for) Director of Human Resources: Gladys Reid Date: 09/15/2025

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A

If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval ☐ Date: _____

Jason Chan — (for) County Administrator — 09/27/2025 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

Monica Nino, Clerk of the Board of Supervisors and County Administrator

By: _____

Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4180 **Agenda Date:** 10/7/2025 **Agenda #:** C.120.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Reallocate salary for Director of Risk Management - Exempt (AJD3)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26502 to reallocate the salary of Director of Risk Management - Exempt (AJD3) at Salary Plan and Grade BD5 1001 from $15,719.17 - $19,106.75 to BD5 1001 $17,330.39 - $21,065.19 and place the current incumbent (#88981) at step 3 in the new range in the Risk Management Department, as recommended by the Human Resources Department.

FISCAL IMPACT:
Upon approval, this item will result in an annual salary and benefits cost increase of approximately $29,865 and a cost increase up to $14,932 for FY 25-26 and will be funded by 100% Risk Management Internal Service Funds.

BACKGROUND:
Human Resources completed a salary study of the Director of Risk Management - Exempt classification. Of the eight Bay Area comparator agencies, only one match was found with due to the additional responsibilities required in the CCC Risk Management department structure which includes responsibility for a self-funded and self-administered Workers' Compensation program. In comparator counties, the Work Comp program is supported by a contracted third-party administrator. The Risk Management function was frequently found to be a sub-division of a larger department such as County Administration or Human Resources.

The Director of Risk Management - Exempt currently has a maximum monthly salary of $19,106.75 and Human Resources recommends applying a 10.25% increase resulting in a new maximum monthly salary of $21,065.19 which is consistent with the nature of the work. The incumbent will remain at the same pay rate which is Step 3 in the reallocated salary range.

CONSEQUENCE OF NEGATIVE ACTION:
If this salary reallocation is not approved, this classification will continue to be compensated at a rate significantly lower than market causing potential retention and recruitment challenges.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA07 Risk Management | Dept No(s). 0150 | Org No(s). 1505

Action Type: Reallocate salary | Net FTE Change: 0.00 | Proposed Effective Date: 10/08/2025

Action Requested:

Reallocate the salary of Director, Department of Risk Management - Exempt (AJD3) at Salary Plan and Grade BD5 1001 from $15,719.17 - $19,106.75 to $17,330.39 - $21,065.19 and place the current incumbent (#88981) at step 3 in the new range in the Risk Management Department.

Use an additional sheet for further explanation or comments.

Fiscal Impact:

Cost is within Department's Budget: ☐ Yes ☐ No

Total One-Time Cost:

Total Annual Cost: $ 29,865.00

Total this FY: $ 14,932.00

Net County Cost: $ 0.00

NCC this FY: $ 0.00

Source of Funding: Insurance Internal Service Funds

(for) Department Head _____ Date _____

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26502

Comments:

Released to HR for further study/review

Chrystine Robbins (for) County Administrator — 10/01/2025 Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

Reallocate the salary of Director, Department of Risk Management - Exempt (AJD3) at Salary Plan and Grade BD5 1001 from $15,719.17 - $19,106.75 to BD5 1001 $17,330.39 - $21,065.19 and place the current incumbent (#88981) at step 3 in the new range in the Risk Management Department.

(for) Director of Human Resources: Melissa Moglie Date: 09/26/2025

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☐ Yes ☐ No ☐ N/A

If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☐ Yes ☐ No

Effective: ☑ Day following Board Approval

☐ Date: _____

_____ (for) County Administrator _____ Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

Monica Nino, Clerk of the Board of Supervisors and County Administrator

By: _____

Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-3579 **Agenda Date:** 9/9/2025 **Agenda #:** C.121.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with DigiCert, Inc. for the Ultra DNS Subscription through May 31, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with DigiCert, Inc., subject to the terms of their Master Services Agreement and the UltraDNS Managed Services Agreement Addendum, in an amount not to exceed $11,301 for the renewal and upgrade of the UltraDNS subscription, for the period June 1, 2025, through May 31, 2027.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Contra Costa County Library is a 24 hour a day, 7 day a week operation and requires a managed external DNS service to provide a high level of service to our customers. UltraDNS uses the latest technology to provide quick and efficient service, as well as a global infrastructure to ensure reliability.

The Terms and Conditions include a limitation of liability and indemnification language, which were reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons quick and efficient service, as well as a global infrastructure to ensure reliability.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4181 **Agenda Date:** 10/7/2025 **Agenda #:** C.122.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: C**losure of Prewett Library in Antioch on Friday November 28, 2025**

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to close the Prewett Library in Antioch on Friday, November 28, 2025 to coincide with the holiday closure of the Antioch Community Center.

FISCAL IMPACT:
None.

BACKGROUND:
The Antioch Community Center, where the Prewett Library is located, will be closed Friday November 28, 2025. The County Librarian is requesting approval to close the Prewett Library on this day. Permanent staff will be given the option to work elsewhere in the Library system or to use paid leave accruals during the closure.

CONSEQUENCE OF NEGATIVE ACTION:
Library personnel will be required to report to closed building and will not be able to conduct their work.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4182 **Agenda Date:** 10/7/2025 **Agenda #:** C.123.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with General Datatech, LP for Rubrik Enterprise Edition Subscription through April 7, 2028

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, LP, subject to the terms of their Service Agreement, in an amount not to exceed $33,026 for the renewal of Rubrik Enterprise Edition subscription, for the period April 8, 2025, through April 7, 2028.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
Rubrik Enterprise Edition purchased through General Datatech, LP, allows the Library to reduce cyber incident impacts and allows staff to respond more quickly than through individual troubleshooting.

The Service Agreement includes limitation of liability and indemnification language which has been reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, Contra Costa County Library will need to review all logs individually when troubleshooting issues resulting in additional work hours to come to resolution.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4183 **Agenda Date:** 10/7/2025 **Agenda #:** C.124.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Contract with Follett Software, LLC for Follett Destiny Solutions effective for five (5) years upon contract execution.

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with Follett Software, LLC, subject to the terms of their Follett Destiny Solution Terms and Conditions, in an amount not to exceed $9,092 for the purchase of Follett Destiny Solutions subscription, effective for five (5) years upon contract execution.

FISCAL IMPACT:
100% Library Fund

BACKGROUND:
Follett Destiny Solutions will replace Sagebrush, the current library management system which is no longer supported by its developer, and will allow patrons at the Juvenile Hall Library and Mt. McKinley School to check items in and out of the system, maintain the Library's collection and enable patrons to place holds on items. Follet Destiny Solution is a compatible, web-hosted software that meets the needs of both the Library and the Mt. McKinley School.

The terms and conditions include a limitation of liability provision and indemnification language which was reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
Without the licensing and implementation of Follett Destiny Solution, Library services at Juvenile Hall may be halted.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4184 **Agenda Date:** 10/7/2025 **Agenda #:** C.125.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order amendment with DigiCert, Inc. for the Ultra DNS Subscription through August 31, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order amendment with DigiCert, Inc., to increase the payment limit by $582 to a new payment limit of $11,883 with no change to the term, to manage the Domain Name System for the Library's online services.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
On September 9, 2025, the Board of Supervisors approved the DigiCert, Inc. renewal of UltraDNS for the period June 1, 2025, through May 31, 2027, for a total of $11,301. After the approval was received, it was determined that the term should be June 1, 2025, through August 31, 2027, based on when the upgrade would start; and that change in the effective period would increase the payment limit to $11,883.

The Contra Costa County Library is a 24 hour a day, 7 day a week operation and requires an externally managed Domain Name System (DNS) service to ensure a high level of service to our customers. UltraDNS uses the latest technology to provide quick and efficient service, as well as a global infrastructure to ensure reliability.

The Terms and Conditions include a limitation of liability and indemnification language, which were reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons quick and efficient service, as well as a global infrastructure to ensure reliability.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4185 **Agenda Date:** 10/7/2025 **Agenda #:** C.126.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Amendment to Purchase Order #020747 with Caltronics Business Systems

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Public Defender, a blanket purchase order amendment with Caltronics Business Systems to increase the payment limit by $75,000 to a new payment limit of $390,000 for copier rentals and managed print services with no change to the term through February 24, 2026.

FISCAL IMPACT:
100% County General Fund.

BACKGROUND:
Caltronics Business Systems is one of the County selected vendors for copier rental and print services, following a competitive bid process held by the Public Works Department on behalf of all County departments. On July 23, 2019, the Board approved and authorized the Purchasing Agent to execute, on behalf of the County, Master Agreement MFD-MA 2019-02 with J.J.R. Enterprises, Inc., dba Caltronics Business Systems for copier rentals and managed print services between July 1, 2019 through June 30, 2030, as recommended by the Public Works Director.

On February 27, 2024, the Board approved an amendment (24-0584) to purchase order #020747 with Caltronics Business Systems to increase the payment limit to $315,000 for the term through February 24, 2026. The Department is requesting approval to increase the payment limit by $75,000 to a new payment limit of $390,000 with no change to the term, due to greater than anticipated copier rental and managed print services at its administrative office and four other sites in Martinez, Walnut Creek, Pittsburg, and Richmond.

CONSEQUENCE OF NEGATIVE ACTION:
Without this increase, the Public Defender's Office will not be able to reimburse Caltronics Business Systems for services already rendered in excess of the existing purchase order's payment limits.

Notice of Blanket Award

Contra Costa County
Public Works
PURCHASING SERVICES
40 Muir Road, 2nd Floor
Martinez, CA 94553

VENDOR

Alt ID #: 10151
Caltronics Business Systems
6800 Sierra Court Suite Q
Dublin, CA 94568

PO Date: 10/29/2020
Buyer: Ortiz, Anne
Phone: 925-655-3101
FOB: F.O.B., Destination
Terms: Net 30

Blanket Order Number
F 020747

ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

Public Defender- Martinez
800 Ferry St.
Martinez, CA 94553

INVOICE

Public Defender- Martinez
800 Ferry St.
Martinez, CA 94553

Department	Requisition Number	Bid Number	Delivery Date
PD - Public Defender	PD-PD010-21-30657		

Item	Item Description	Quantity	Unit	Unit Price	Total
1	THIS BLANKET PURCHASE ORDER IS FOR THE FOLLOWING AS PER THE ATTACHED QUOTE. REFERENCE "MASTER AGREEMENT NO. MFD-MA 2019-02- COPIERS/MFD'S". NOTE: IF THERE IS ANY DIFFERENCE IN THE PRICING IN THE MASTER AGREEMENT AND PRICING IN THE PROPOSAL, CALTRONICS SHALL CHARGE THE LOWER PRICE. IF THERE IS ANY DIFFERENCE IN THE COPIER/MFD/PRINTER MODELS IN THE MASTER AGREEMENT AND THE COPIER/MFD/PRINTER MODELS IN THE PROPOSAL, CALTRONICS SHALL USE THE COPIER/MFD/PRINTER MODELS IN THE PROPOSAL. 1. MFD: 36 MONTHS RENTAL/ LEASE OF KONICA MINOLTA Bizhub c750i (QTY 7) DIGITAL B/W AND COLOR COPIER/FAX/PRINTER. TO INCLUDE THE FOLLOWING FEATURES: 256GB HARD DRIVE/ 8GB MEMORY. EMBEDDED PRINT CONTROLLER FOR NETWORK PRINTING AND COLOR SCANNING. 300 SHEET DOC FEEDER DUAL SCAN TECHNOLOGY. DUAL TRAY (1,500 SHEET, 1,000 SHEET 8 1/2 X 11), LU-302 LARGE CAPACITY UNITY (3,000 SHEET/LETTER SIZE ONLY), FS-537 FINISHER (100 SHEETS), PK 523 PUNCH KIT FS-537, FK-514 FAX KIT, LK-105 V4 i-OPTION LICENSE, LK105 v4-OPTION LICENSE KIT, KP 101 KEYPAD. ESP DIAGNOSTIC POWER FILTER 120V/20A.	1.00	LOT	$180,000.00	$180,000.00

	@ 75 PPM FOR BLACK AND WHITE @ 75 PPM FOR COLOR COST PER MONTHLY @ $2,429.21 ($347.03 x 7) X 36 MONTHS. PLUS TAX. TO BE BILLED QUARTERLY. PLUS ESTIMATED COPY COST AS FOLLOWS: B/ W @ $0.0055 PER COPY COLOR @ $0.045 PER COPY SERIAL#s ACKN011000131, ACKN011000181, ACKN011000518, ACKN011000502, ACKN011000521, ACKN011000150 AND ACKN011000150. EQUIPMENT I.D.#s 132616, 132631, 132630, 132629, 132628, 132633 and 132632. 2. DESKTOP PRINTERS: 36 MONTHS LEASE/RENT FOR: - QTY 8 E67650dn SERIAL#s MXBCN9F15L, MXBCN9P0LZ, MXBCN9P0T7,MXBCN9F12H, MXBCN9F163, MXBCN9F18, MXBCN9F185 AND MXBCN9F151. - QTY 7 E60165dn; SERIAL#s CNNCN7WOJS,CNNCN7WOJO, CNNCN9821M, CNNCN9822X, CNNCN9823D, CNNCN9823K AND CNNCN9823S. - QTY 1 M454dn. SESRIAL# VNB3C24295. I.D.#131071. SEE THE ATTACHED FACT SHEET FOR DETAILED FEATURES. PPM: - E57540dn = 40 - E60155dn = 55 - M454dn = 28 COST PER MONTH: - E57540dn = $74.43 x 36 MONTHS PLUS TAX - E60155dn = $43.44 x 36 MONTHS PLUS TAX - M454dn = $16.72 x 36 MONTHS PLUS TAX PER COPY COST: - E67650dn = B/W = $0.012, C = $0.059 - E60165dn = B/W = $0.012 - M454dn = B/W = $0.02, C = $0.0970 THIS INCLUDES FREIGHT, INSTALLATION, TRAINING, ALL PARTS, LABOR, AND SUPPLIES EXCEPT PAPER AND TRANSPARENCIES. SERVICE INCLUDES: ALL PARTS LABOR AND SUPPLIES (EXCLUDING PAPER) EFFECTIVE DATE OF P.O. IS BASED ON COMPLETION OF SETUP, INSTALLATION, AND TRAINING. VENDOR NOTE: IT IS THE RESPONSIBILITY OF THE VENDOR TO FAX OR E-MAIL THE INFORMATION BELOW TO COMPLETE THE COPIER CONTRACT AS IT PERTAINS TO THIS INDIVIDUAL PURCHASE ORDER AND COPIER PROGRAM SIGNED BY CONTRA COSTA COUNTY AND CALTRONICS, THE VENDOR, ON 07/10/2019 TO COVER ALL PURCHASE ORDERS EFFECTIVE FROM 02/25/2021 THROUGH 02/24/2024.				

	INSTALL DATE: 02/25/2021. INSTALL DATE: 02/25/2021. LOCATIONS: 1. 800 FERRY STREET, MARTINEZ 2. 627 FERRY STREET, MARTINEZ 3. 3811 BISSELL AVE., RICHMOND 4. 1000 CENTER DR., PITTSBURG THIS REPLACES COPIER BPO#s: 001327, 001515, 001323, 006085, 009912, & 013362.				
2	CHANGE ORDER#1 - TO CORRECT THE MONTHLY CHARGES OF THE PRINTERS AS FOLLOWS: HP E67650dn $74.43 X 8= $595.44 X 36 MONTHS PLUS TAX. TO BE BILLED QUARTERLY HP E60165dn $43.44 X 7= $304.08 X 36 MONTHS PLUS TAX. TO BE BILLED QUARTERLY HP M454dn $16.72 X 1= $16.72 X 36 MONTHS PLUS TAX. TO BE BILLED QUARTERLY. ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. REQUISITION#30657.	1.00	LOT	$0.00	$0.00
3	CHANGE ORDER#2 ADD FUNDS FOR A NEW PO TOTAL OF $200,000.00 **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME** REQ#44811	1.00	LOT	$20,000.00	$20,000.00
4	CHANGE ORDER#3 ADD FUNDS FOR A NEW PO TOTAL OF $215,000.00 **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME** REQ#45677	1.00	LOT	$15,000.00	$15,000.00
5	CHANGE ORDER#4 EXTEND EFFECTIVE DATES BY (2) YEARS ++FINAL AUTHORIZED RENEWAL FOR THIS PO++ REFLECT RENEWAL DISCOUNT ON MONTHLY RATE ++++++++++++++++++++++++++++++++ ORIGINAL MONTHLY RATE: $3345.45 DISCOUNTED MONTHLY RATE: $2563.28 CHANGE TO MONTHLY RATE: $782.17 SAVINGS	1.00	LOT	$100,000.00	$100,000.00

	++++++++++++++++++++++++++++++++ ADD FUNDS FOR A NEW PO TOTAL OF $315,000.00 **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME** REQ#46086 Effective Dates: 02/25/2021 through 02/24/2026 Dept. Contact: Patricia Angeli Ph# (925)335-8069; patricia.angeli@pd.cccounty.us THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.			SUBTOTAL: **TOTAL:**	$ 315,000.00 **$315,000.00**

This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at www.cccounty.us.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$315,000.00

Purchaser Manager / Buyer

1018

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4186 **Agenda Date:** 10/7/2025 **Agenda #:** C.127.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Fire Apparatus Lease Purchase Agreement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting as the governing body of the Crockett-Carquinez Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the District, a lease-purchase agreement between the District and JP Morgan Chase Bank N.A., to purchase two fire engines, for an amount not to exceed $1,734,116 over a 10-year term.

FISCAL IMPACT:
The two (2) HME, Inc. Type 4x2 (OES Model) Type 1 Fire Apparatus Trucks are valued at approximately $1,345,630 including sales tax and associated charges. The Board approved this purchase on July 22, 2025 (agenda item C.130) and purchase order # 33159 was executed on July 23, 2025. The annual interest rate for financing for the two vehicles will not exceed 4.899% over ten (10) years for a total cost of $1,734,116 to finance the two Fire Apparatus. Scheduled payments will begin after the Board approves the action and the loan papers are finalized. The annual lease purchase payments will be included in the annual Crocket-Carquinez Fire Protection District budget. The District will make payments to JP Morgan Chase Bank N.A ("JP Morgan").

BACKGROUND:
The Crockett-Carquinez Fire Protection District requires the HME Type 4x2 (OES Model) Type 1 Fire Apparatus ("New Apparatus") to replace three (3) engines:

1) Engine 78, 2015 Pierce Type 1: with continuous mechanical issues impacting department budget and apparatus availability for responses. The design of the apparatus is ill suited to operations due to height and configuration
2) Engine 78A and Engine 79 Pierce Type 1: age of apparatus' resulting in longer and more frequent down time and difficulty finding replacement parts.

With the purchase of the two new Type 1 Engines, the District reduces the fleet from 3 to 2, eliminating the cost of maintaining older equipment, and replacing equipment carried on the apparatus.

The National Fire Protection Association (NFPA) Standard 1901 for Automotive Fire Apparatus and Standard 1911 for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus both recommend front-line apparatus be retired into reserve status after 15 years of service. This is primarily for safety reasons. Older apparatus does not afford firefighters the same level of safety as modern apparatus due to

cab designs, inherent safety features incorporated into modern apparatus design, modern braking systems, and other considerations. The new apparatus will have a direct and immediate impact on reducing maintenance costs and improving firefighter safety. The new apparatus meets all current safety standards, including low diesel emission requirements.

In 2020, HME, Inc. was awarded the State of California, Department of General Services Contract #1-20-23-21A through competitive solicitation. The contract awarded by the State was in effect until July 23, 2025. The new apparatus purchase price is based on the State of California contract and meets all competitive bid requirements.

The District is in a favorable position to finance the purchase of the new apparatus. The County has an existing relationship with JP Morgan and has made other lease purchases using financing from JP Morgan. JP Morgan has indicated they will approve financing for the District based on a review of their credentials.

The District can purchase the new apparatus under a new lease-purchase agreement with JP Morgan. The total lease cost will be approximately $1,734,116, including principal and interest over the 10-year lease purchase term. The District will enter into a lease-use agreement with JP Morgan and will maintain, operate, use, insure, and be responsible for loss of or damage to the new apparatus. Staff recommends that the Board approve this item, as recommended, to ensure the District can acquire critical equipment to replace fire apparatus beyond its useful life.

CONSEQUENCE OF NEGATIVE ACTION:
Crockett-Carquinez Fire Protection District will not be able to purchase the new apparatus, which will result in increased maintenance costs of the older equipment.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4187 **Agenda Date:** 10/7/2025 **Agenda #:** C.128.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: License agreement with Good Sports, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), the Board of Supervisors is requested to:

DETERMINE that the interest in land conveyed under the License Agreement is in the public interest and will not substantially conflict with or interfere with the use of the property by the District.

APPROVE and AUTHORIZE the License Agreement with Good Sports, LLC, a California limited liability company ("Licensee"), for the use and maintenance of approximately 3,800 square feet of District property (APN 188-077-018), with the term beginning October 7, 2025, through October 7, 2035.

AUTHORIZE the Chief Engineer, or designee, to execute the License Agreement with Good Sports, LLC, on behalf of the District.

DETERMINE that this activity is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

FISCAL IMPACT:
The license agreement will obligate Good Sports, LLC to pay an annual fee of $4,500 for the first year, with an increase of three percent (3%) every two years. Payment shall be hand delivered or mailed to the Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

BACKGROUND:
The Contra Costa County Flood Control and Water Conservation District (District) owns land that includes Grayson Creek in Pacheco, California, situated west of Good Sports, LLC's property at 5844 Pacheco Boulevard. The proposed agreement grants Good Sports, LLC a nonexclusive license to use approximately 3,800 square feet of the District's property, APN 188-077-018, for ingress and egress of refuse collection trucks and trucks delivering goods to their tenants. The District is willing to grant the license under the condition that Good Sports, LLC is responsible for maintaining the pavement and signage on the District's property.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board of Supervisors does not approve this agreement, Good Sports LLC will be unable to use the District's property for access purposes, which could disrupt their operations. The District could be held liable for Good Sports LLC unauthorized use of District property and will also lose the revenue from the annual license fee.

LICENSE AGREEMENT

This license agreement ("Agreement") is dated October 7, 2025, and is between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (the "District") and Good Sports, LLC, a California limited liability company ("Licensee").

RECITALS

A. The District owns fee title to land that includes Grayson Creek in the unincorporated community of Pacheco, California ("District Property"). The District Property is situated immediately west of Licensee' s property commonly known as 5844 Pacheco Boulevard (the "Licensee Property")

B. Licensee desires to obtain the District's permission to use approximately 3,800 sq.ft. of the District Property, located west and adjacent to the Licensee Property, as more particularly shown in Exhibit A, attached hereto (the ' Licensed Premises"), for the limited purposes described in this Agreement. The District is willing to grant Licensee a license to use the Licensed Premises upon the terms and conditions set forth in this Agreement.

The parties, therefore, agree as follows:

AGREEMENT

1. Grant of License. Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Sections 2, 8, and 9 below and for no other purpose without District's prior written consent.

2. Use of Premises. Licensee may use the Licensed Premises for ingress and egress to and from the Licensee Property by refuse collection trucks and by trucks delivering goods and merchandise to Licensee's tenants at the Licensee Property. Except as necessary to maintain the District property referenced in Section 5, Licensee shall not place garbage dumpsters and tallow bins on the Licensed Premises. Licensee shall not use, or permit others to use, the Licensed Premises for any purpose or activity other than the uses described in this section or in Sections 8 and 9.

3. Term. The term of this Agreement commences on the date first written above. District and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice. During the term from October 7, 2025, through October 7, 2035, Notice to District shall be sent to Contra Costa County

Flood Control and Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

4. License Fee. During the term of this Agreement, Licensee shall pay a license fee to the District annually in advance in the amount of Four Thousand Five Hundred Dollars ($4,500.00). The Licensee shall pay the license fee for the first year beginning October 7, 2025, within 30 days after the execution of this Agreement. The Licensee shall pay each license fee due thereafter no later than June 10 of the year for which payment is made. Every two (2) years the License Fee shall increase by three percent (3%), beginning October 7, 2027. The 3% increase is based on the prior year's License Fee and rounded to the nearest $ 10.00. District shall notify the Licensee in writing of the new fee at least sixty (60) days prior to the due date increase. However, if District fails to provide such notice, the License Fee increase will be due, and the Licensee will be obligated to pay such increase in arrears upon receipt of District's notice.

All license fees shall be hand delivered or mailed to the District and addressed to Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

5. Routine Maintenance and Emergency Repairs. Licensee shall not be required to obtain District's written approval for the performance of routine maintenance or emergency repairs on the Licensed Premises as used in this section, the term "routine maintenance" refers to work that does not alter the original condition of the Licensed Premises as approved in writing by District, which work is required to prevent deterioration of said Licensed Premises or are necessary to protect the safety of the public and others. Except in the case of emergency or routine maintenance, Licensee shall obtain District's prior written consent for any other maintenance or other operations on the Licensed Premises.

6. Maintenance and Litter. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises, including the storm drain inlet, in a clean, safe condition, free from waste, litter, and other items. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, animal waste, refuse, and trimmings.

7. Permits and Approvals. Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County Flood Control & Water Conservation District of this use.

8. Nonexclusive Right of Use. This Agreement is nonexclusive. The District reserves the right to issue licenses, easements and permits to others that could affect the Licensed Premises or the District Property. Existing Facilities. It is understood and agreed that the

District has leases, licenses, and/or easements with others for all or a portion of the District Property.. The holders of the leases, licenses, and/or easements granted by the District have the right to enter on the District Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

9. Surface Rights Only: Damage. The rights granted under this Agreement are surface rights only and no excavation is allowed. It is the responsibility of Licensee to contact +property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the District Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall promptly notify the District, repair the damage and return the affected property to a neat and safe condition satisfactory to the District and the affected users.

10. Pollution. Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the District Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the District.

Licensee may not permit hazardous materials to be handled at any time on the District Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the District Property due to Licensee's use and occupancy of the District Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the District or any third person, to the satisfaction of the District (insofar as the property owned or controlled by the District is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the District and holders of rights to use the District Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation any fines, penalties, judgements, litigation costs, and attorneys' fees incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the District.

11. Hold Harmless. Licensee shall defend, indemnify, save, and keep harmless the District, its officers, employees, and agents ("District Parties") from and against all liabilities, judgments, costs, fees, fines, penalties, damages, expenses, and attorney's fees (collectively, "Liabilities") that arise from or are connected with (a) the granting of the license under this Agreement, (b) the negligence or willful misconduct of Licensee, its

officers, employees, agents, or contractors while occupying or while maintaining the pavement and signage, or (c) any injury or death suffered by any invitee, guest, or other member of the public while using the Licensed Premises. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the District Parties from any Liabilities that arise from or are connected with the sole negligence or sole willful misconduct of any District Parties. Licensee's obligations under this section shall survive the termination or expiration of this Agreement.

12. Insurance. Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of $ 1,000,000.00 for each occurrence and $2,000,000.00 aggregate for all claims or loses, including death, or damage to property, including loss of use, and to name Contra Costa County Flood Control & Water Conservation District, its officers, agents, and employees as additional insured thereunder. The coverage must provide for a thirty day written notice to the District of cancellation or lapse. Licensee further agrees, at no cost to the District, to obtain and maintain during the term of this Agreement Automobile Liability Insurance with respect to any vehicles owned, non-owned, leased or hired by or on behalf of the Licensee with a combined single limit of not less than $1,000,000 for bodily injury or death to any person and damages to the property, including the loss of use thereof arising out of each accident or occurrence and as above to name the District, its officers, agents, and employees as additional insured thereunder.

13. Licensee shall provide evidence of the coverage to the District prior to execution of this Agreement.

14. Workers Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

15. Assignment. Licensee may not assign its rights under this Agreement.

16. District's Title. Licensee hereby acknowledges District's fee title in and to the Licensed Premises and agrees never to assail or to resist the District's title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property because of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Licensed Premises beyond what is specifically granted in this Agreement.. The foregoing does not preclude Licensee from purchasing the Licensed Premises under a separate agreement with the District, but nothing herein commits the District to sell the Licensed Premises or any interest therein to Licensee.

17. Notices. Notices under this Agreement must be in writing and will be effective when delivered in person or deposited as certified mail, postage prepaid, return receipt

requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE:	Good Sports, LLC Attn: Lamar Wilkinson or David Fried 5844 Pacheco Blvd Pacheco, CA 94553 (415) 370-0929
DISTRICT:	Contra Costa County Flood Control & Water Conservation District Public Works Department Attn: Real Estate Division 255 Glacier Drive Martinez, CA 94553 925-655-3140

18. Governing Law. This Agreement is governed by the laws of the State of California.

Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Warren Lai ,
Chief Engineer

GOOD SPORTS LLC,
LIMITED LIABILITY COMPANY

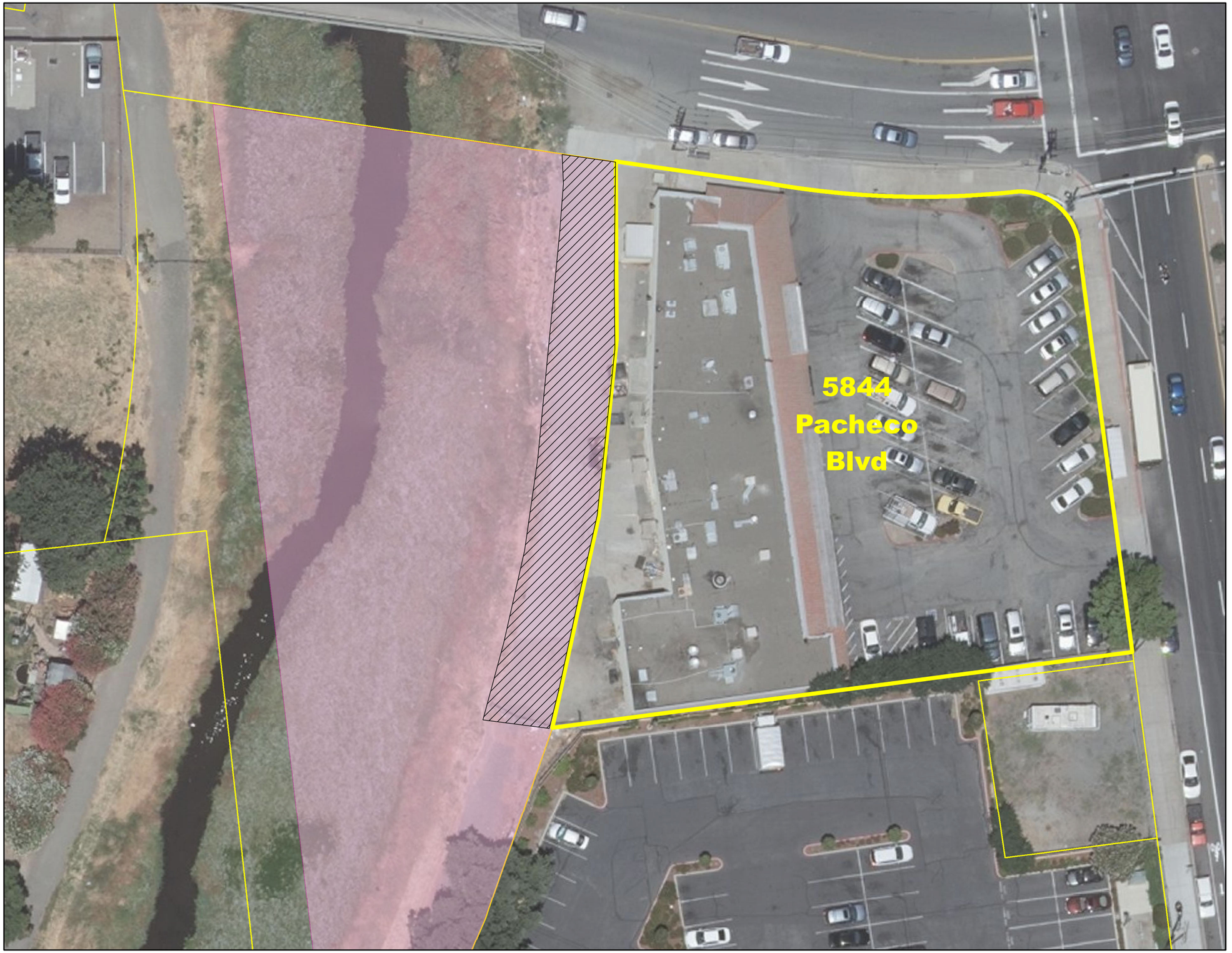
By: _____
Lamar Wilkinson
Its Member

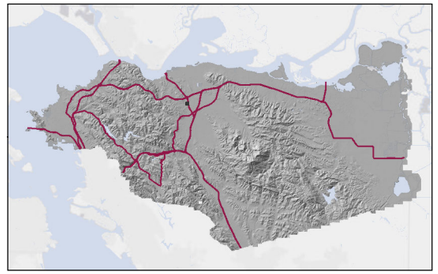
RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Marc-Anthony Guzman
Assistant Real Property Agent

EXHIBIT A





Data Sources: County GIS data
Orthophoto date: 2022

Legend

- Licensed Premises
- FC District RW

N

0 27,500 55,000 110,000 165,000
Feet

Contra Costa County
Flood Control
& Water Conservation District

This map contains copyrighted information. Reproducing all or any portion of this map is an infringement of copyright law. Users of this map agree to read and accept County of Contra Costa disclaimer of liability and

Date: 4/9/2025

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-332 **Agenda Date:** 10/7/2025 **Agenda #:** C.129.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Termination of County's interest in Excess Road Right of Way on Bernhard Avenue, Richmond area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DETERMINE that the offer of dedication on Bernhard Avenue for road (highway) purposes is not required for County road (highway) purposes.

ADOPT Resolution to terminate and abandon an offer of dedication of excess right of way on Bernhard Avenue in Richmond which is described in Exhibit A and Exhibit B attached to the Resolution and is no longer required for street or highway purposes pursuant to Streets and Highway Code section and 8334(a) and Government Code section 66477.2(2).

AUTHORIZE the Public Works Director, or designee, to execute and deliver a quitclaim deed to the underlying property owner of APN 418-061-011for recording in the Office of the County Clerk-Recorder, to quitclaim any remaining interest of the County in the dedication area pursuant to Streets and Highway Code section 960 and Government Code section 25526.5.

DETERMINE that the activity is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment,

DIRECT the Real Estate Division to record the above referenced Resolution, along with a certified copy of this Staff Report in the Office of the County Clerk-Recorder.

FISCAL IMPACT:
100% Applicant Fees.

BACKGROUND:
Public Works staff have determined that (1) the excess right-of-way being vacated and quitclaimed on Bernhard Avenue has not been accepted by the County, (2) the offered area is not required, and will not be used for the purpose for which it was dedicated.

The Applicant is requesting the excess road right-of-way be vacated and quitclaimed and to formally clarify that the Offer of Dedication will not be enacted. The Board's actions will expressly terminate and abandon the

offer of dedication and remove the County's interest from the title to the underlying property. Any future development or use of the Property will be subject to further review under CEQA.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not expressly terminate and abandon the offer of dedication.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by
the Board Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF: Termination and Abandonment Offer of Dedication for excess right of way of Bernhard Avenue, Richmond Area, District I. Project No.: 0676-6Q1829

WHEREAS, Contra Costa County received, but did not accept, an offer of dedication for roadway purposes of Bernhard Avenue, Richmond area. The offer of dedication was included on the approved map entitled Map of Tewksbury Heights, filed on September 30, 1909, in Book 2 of Maps, at Page 38.

WHEREAS, the excess right of way described in Exhibit A and Exhibit B attached hereto (Property) was not accepted, and it has been determined that the excess right of way is not needed for any current or future County road (highway) purposes.

WHEREAS, the current owners of the adjacent property known as APN 418-061-011 have requested that the area described in Exhibit A and depicted in Exhibit B attached hereto be vacated.

WHEREAS, this termination and abandonment of the offer of dedication of the Property is made pursuant to Government Code 66477.2 subdivision (c) and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8330, et. seq., and, specifically, Section 8334(a) on the basis that the offer of dedication for roadway purposes is excess and not required for County road (highway) purposes.

WHEREAS, there are no known public facilities within the easement area.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The Board FINDS that the 1909 Bernhard Avenue offer of dedication for roadway (highway) purposes is excess and not required for the County roadway (highway) purposes.

The offer of dedication described in Exhibit A and depicted in Exhibit B is hereby TERMINATED and ABANDONED pursuant to Government Code sections 7050 and 66477.2 subdivision (c), and Streets and Highways Code Section 8334(a).

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the Office of the County Clerk-Recorder.

From and after the date this Resolution is recorded, the Offer of Dedication described in Exhibit A is terminated and the County's right to accept the offer is abandoned.

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

ATTESTED:
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

Contact:
Tasha Thaxton 925-655-3137

Cc:

Termination of a Portion of Offer of Dedication
Bernhard Avenue (Road No. 1065W)
Tewksbury Heights (2 M 38)
Drawing No. A1065W-2025

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion Lot 122 of the San Pablo Rancho, as shown on that certain map entitled "Map of the San Pablo Rancho, Accompanying and forming a part of the Final Report of the Referees in Partition", filed March 01, 1894, in the office of the County Recorder of Contra Costa County, described as follows:

Being a portion of Bernhard Avenue as shown on the map of Tewksbury Heights, filed September 20, 1909, in Book 2 of Maps at Page 38, Contra Costa County Records (2 M 38), being more particularly described as follows:

Commencing at the most westerly corner of Lot 14 of Block 15 as shown on said map of Tewksbury Heights (2 M 38); thence from said **Point of Commencement**, along the southerly boundary of said Block 15 (2 M 38), South 28° 18' 00" East, 29.65 feet to the beginning of a tangent curve concave to the north, having a radius of 30.00 feet, said point being the **Point of Beginning**; thence from said **Point of Beginning**, easterly along the arc of said tangent curve, through a central angle of 124° 12' 30", an arc length of 65.04 feet; thence tangent to said curve, North 27° 29' 30" East, 66.62 feet to the beginning of a tangent curve concave to the southeast, having a radius of 110.32 feet; thence northeasterly along the arc of said tangent curve, through a central angle of 30° 00' 15", an arc length of 57.77 feet; thence tangent to said curve, North 57° 29' 45" East, 90.25 feet to the beginning of a tangent curve concave to the northwest, having a radius of 30.00 feet; thence northeasterly along the arc of said tangent curve, through a central angle of 35° 43' 30", an arc length of 18.71 feet, to a point of cusp with a tangent curve concave to the east, having a radius of 120.00 feet, a radial to said point bears North 68° 13' 45" West; thence leaving said southerly boundary of Block 15 (2 M 38), southerly along the arc of said tangent curve, through a central angle of 50° 04' 15", an arc length of 104.87 feet to a point on the northwesterly prolongation of the northeasterly line of Lot 1 of Block 16 as shown on said map of Tewksbury Heights (2 M 38); thence along said northwesterly prolongation, tangent to said curve, South 28° 18' 00" East, 9.25 feet to a point of cusp with a tangent curve concave to the south, having a radius of 30.00 feet, said point being on the northerly boundary of said Block 16 (2 M 38); thence leaving said northwesterly prolongation, along said northerly boundary of Block 16 (2 M 38), southwesterly along the arc of said tangent curve, through a central angle of 94° 12' 15", an arc length of 49.33 feet; thence parallel with and distant 60.00 feet southeasterly from said southerly boundary of Block 15 (2 M 38) the following three (3) courses:

(1) tangent to said curve, South 57° 29' 45" West, 27.56 feet to the beginning of a tangent curve concave to the southeast, having a radius of 50.32 feet,
(2) southwesterly along the arc of said tangent curve, through a central angle of 30° 00' 15", an arc length of 26.35 feet,
(3) tangent to said curve, South 27° 29' 30" West, 110.16 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet;

thence southerly along the arc of said tangent curve, through a central angle of 23° 16' 00", an arc length of 142.13 feet, to a point of cusp with a tangent line; thence leaving said northerly boundary of Block 16 (2 M 38), parallel with and 60.00 feet from the easterly boundary of Block 14 as shown on said map of Tewksbury Heights (2 M 38), the following three (3) courses:

(1) tangent to said curve, North 04° 13' 30" East, 53.28 feet to the beginning of a tangent curve concave to the west, having a radius of 160.00 feet,
(2) northerly along the arc of said tangent curve, through a central angle of 32° 31' 30", an arc length of 90.83 feet to a point on the southerly prolongation of the westerly line of said Lot 14 of said Block 15 (2 M 38),
(3) along said southerly prolongation, tangent to said curve, North 28° 18' 00" West, 69.22 feet to a point of cusp with the first said tangent curve having a radius of 30.00 feet, and the **Point of Beginning**.

Containing an area of 17,396 square feet (0.399 acres) of land, more or less.

Bearings are based on said map of Tewksbury Heights (2 M 38).

Reserving therefrom:

Pursuant to the provisions of Section 8340 of the Streets and Highways Code, the easement and right, at any time or from time to time, to construct, enlarge, maintain, operate, replace, remove, and renew those existing and in-place utilities, as of the date of recording this instrument, in, upon, over, and across any street, highway, or part thereof proposed to be vacated, including access to protect these works from all hazards in, upon, and over the area herein before described to be vacated.

Exhibit "B" (Drawing No. A1065W-2025) is attached hereto and by this reference made a part hereof.

End of Description

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: Dana M. Trezise

Licensed Land Surveyor
Contra Costa County Public Works Department

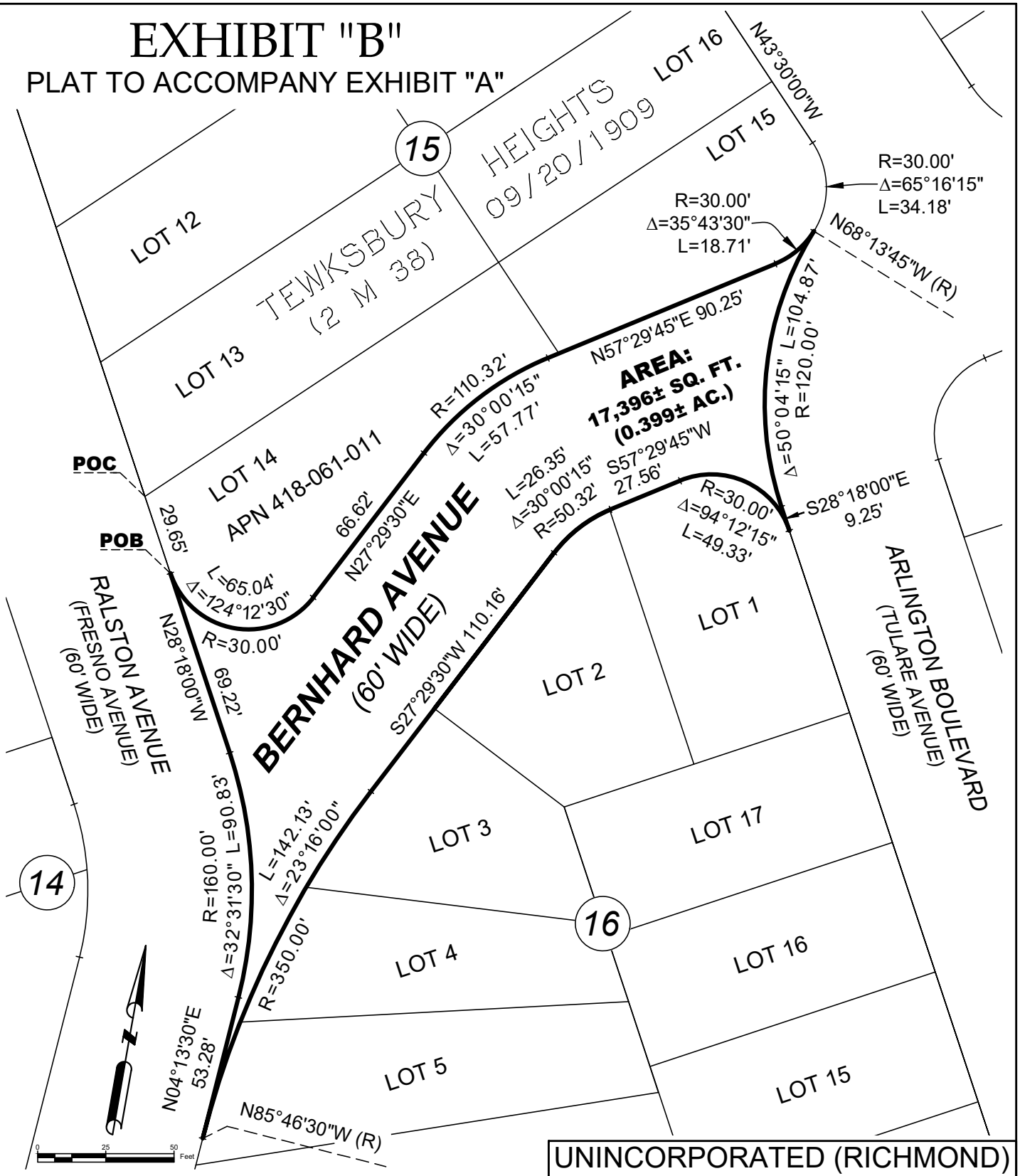
Date: July 28, 2025



G:\Surveys\Legals\Exhibits2024\Bernhard Avenue\Termination of a Portion of Offer of Dedication 2025-07-28.docx
DCF:DMT 07/28/2025

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



UNINCORPORATED (RICHMOND)

R/W Termination of a Portion of Offer of Dedication for Bernhard Avenue by County

Instr. _____ Recorded _____

Document No. _____

CAD FILE: 1065W Bernhard Avenue Termination.dwg | **Page** 1 of 1

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1" = 50'	**DATE:**	07/24/2025
DRAWN BY:	DCF	**DRAWING NO.**	A1065W-2025
CHECKED BY:	DMT		

File Path K:\surveys\Right of Way\1065W Bernhard Avenue\Termination of Offer of Dedication\1065W Bernhard Avenue Termination.dwg Plot Date:7/24/2025 3:20:43 PM

Recorded at the request of:
Contra Costa County

After recording return to:
Mandana Hakim-Afzal
1835 Cedar St.
Berkeley, CA 94703

Mail Tax Statement to:
Mandana Hakim-Afzal
1835 Cedar St.
Berkeley, CA 94703

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $_____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release, and forever quitclaim to Mandana Hakim-Afzal, Trustee of The Mandana Hakim Afzal Living Trust, the following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT A AND B ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____ By _____
Candace Anderson
Chair, Board of Supervisors

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

STATE OF CALIFORNIA) §

COUNTY OF CONTRA COSTA) §

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

\\PW-DATA\grpdata\realprop\Vacations -Terminations\Bernhard Ave., Richmond\DE.04 Quitclaim Deed (granting out).doc

Termination of a Portion of Offer of Dedication
Bernhard Avenue (Road No. 1065W)
Tewksbury Heights (2 M 38)
Drawing No. A1065W-2025

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion Lot 122 of the San Pablo Rancho, as shown on that certain map entitled "Map of the San Pablo Rancho, Accompanying and forming a part of the Final Report of the Referees in Partition", filed March 01, 1894, in the office of the County Recorder of Contra Costa County, described as follows:

Being a portion of Bernhard Avenue as shown on the map of Tewksbury Heights, filed September 20, 1909, in Book 2 of Maps at Page 38, Contra Costa County Records (2 M 38), being more particularly described as follows:

Commencing at the most westerly corner of Lot 14 of Block 15 as shown on said map of Tewksbury Heights (2 M 38); thence from said **Point of Commencement**, along the southerly boundary of said Block 15 (2 M 38), South 28° 18' 00" East, 29.65 feet to the beginning of a tangent curve concave to the north, having a radius of 30.00 feet, said point being the **Point of Beginning**; thence from said **Point of Beginning**, easterly along the arc of said tangent curve, through a central angle of 124° 12' 30", an arc length of 65.04 feet; thence tangent to said curve, North 27° 29' 30" East, 66.62 feet to the beginning of a tangent curve concave to the southeast, having a radius of 110.32 feet; thence northeasterly along the arc of said tangent curve, through a central angle of 30° 00' 15", an arc length of 57.77 feet; thence tangent to said curve, North 57° 29' 45" East, 90.25 feet to the beginning of a tangent curve concave to the northwest, having a radius of 30.00 feet; thence northeasterly along the arc of said tangent curve, through a central angle of 35° 43' 30", an arc length of 18.71 feet, to a point of cusp with a tangent curve concave to the east, having a radius of 120.00 feet, a radial to said point bears North 68° 13' 45" West; thence leaving said southerly boundary of Block 15 (2 M 38), southerly along the arc of said tangent curve, through a central angle of 50° 04' 15", an arc length of 104.87 feet to a point on the northwesterly prolongation of the northeasterly line of Lot 1 of Block 16 as shown on said map of Tewksbury Heights (2 M 38); thence along said northwesterly prolongation, tangent to said curve, South 28° 18' 00" East, 9.25 feet to a point of cusp with a tangent curve concave to the south, having a radius of 30.00 feet, said point being on the northerly boundary of said Block 16 (2 M 38); thence leaving said northwesterly prolongation, along said northerly boundary of Block 16 (2 M 38), southwesterly along the arc of said tangent curve, through a central angle of 94° 12' 15", an arc length of 49.33 feet; thence parallel with and distant 60.00 feet southeasterly from said southerly boundary of Block 15 (2 M 38) the following three (3) courses:

(1) tangent to said curve, South 57° 29' 45" West, 27.56 feet to the beginning of a tangent curve concave to the southeast, having a radius of 50.32 feet,
(2) southwesterly along the arc of said tangent curve, through a central angle of 30° 00' 15", an arc length of 26.35 feet,
(3) tangent to said curve, South 27° 29' 30" West, 110.16 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet;

thence southerly along the arc of said tangent curve, through a central angle of 23° 16' 00", an arc length of 142.13 feet, to a point of cusp with a tangent line; thence leaving said northerly boundary of Block 16 (2 M 38), parallel with and 60.00 feet from the easterly boundary of Block 14 as shown on said map of Tewksbury Heights (2 M 38), the following three (3) courses:

(1) tangent to said curve, North 04° 13' 30" East, 53.28 feet to the beginning of a tangent curve concave to the west, having a radius of 160.00 feet,
(2) northerly along the arc of said tangent curve, through a central angle of 32° 31' 30", an arc length of 90.83 feet to a point on the southerly prolongation of the westerly line of said Lot 14 of said Block 15 (2 M 38),
(3) along said southerly prolongation, tangent to said curve, North 28° 18' 00" West, 69.22 feet to a point of cusp with the first said tangent curve having a radius of 30.00 feet, and the **Point of Beginning**.

Containing an area of 17,396 square feet (0.399 acres) of land, more or less.

Bearings are based on said map of Tewksbury Heights (2 M 38).

Reserving therefrom:

Pursuant to the provisions of Section 8340 of the Streets and Highways Code, the easement and right, at any time or from time to time, to construct, enlarge, maintain, operate, replace, remove, and renew those existing and in-place utilities, as of the date of recording this instrument, in, upon, over, and across any street, highway, or part thereof proposed to be vacated, including access to protect these works from all hazards in, upon, and over the area herein before described to be vacated.

Exhibit "B" (Drawing No. A1065W-2025) is attached hereto and by this reference made a part hereof.

End of Description

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: Dana M. Trezise

Licensed Land Surveyor
Contra Costa County Public Works Department

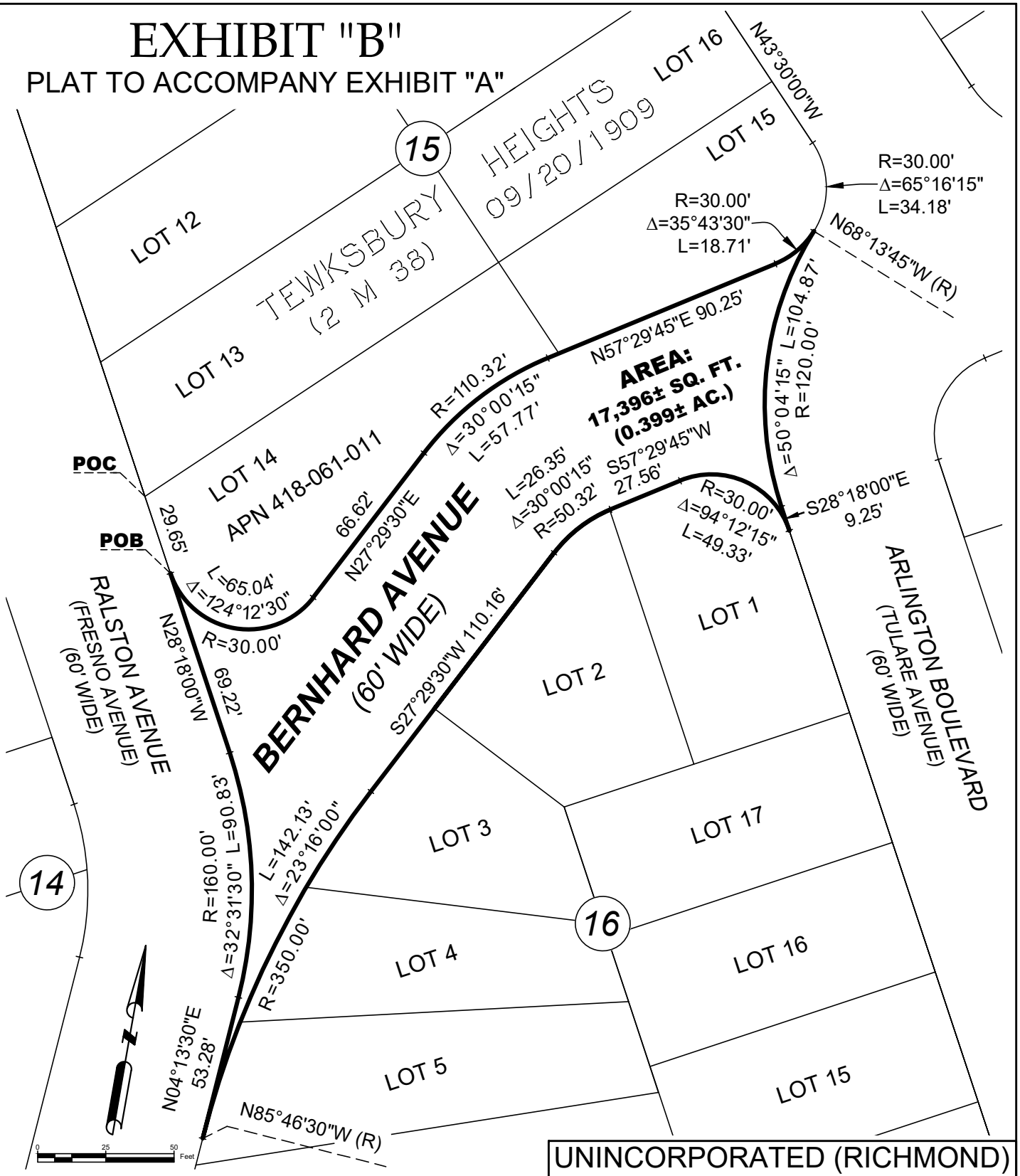
Date: July 28, 2025



G:\Surveys\Legals\Exhibits2024\Bernhard Avenue\Termination of a Portion of Offer of Dedication 2025-07-28.docx
DCF:DMT 07/28/2025

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



UNINCORPORATED (RICHMOND)

R/W Termination of a Portion of Offer of Dedication for Bernhard Avenue by County

Instr. _____ Recorded _____

Document No. _____

CAD FILE: 1065W Bernhard Avenue Termination.dwg

Page 1 of 1

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1" = 50'	**DATE:**	07/24/2025
DRAWN BY:	DCF	**DRAWING NO.**	A1065W-2025
CHECKED BY:	DMT		

File Path K:\surveys\Right of Way\1065W Bernhard Avenue\Termination of Offer of Dedication\1065W Bernhard Avenue Termination.dwg Plot Date:7/24/2025 3:20:43 PM

MAP OF TEWKSBURY HEIGHTS

CONTRA COSTA COUNTY

CALIFORNIA

1909

Scale 100ft = One Inch

P.A. Haviland County Surveyor Alameda Co

NOTE "Tewksbury Heights" is a subdivision of Lot 181 portions of Lots 118-119-120 and 122 of the "Peralta Rancho" as compiled by and of the Salvador Peralta Heirs and as referred to in the Final Report of the Referees in Partition filed March 1, 1894 also of portions of the Rancho Rincon de la Punta as shown on the Official Map of Subdivision No 1 of Richmond Boulevard etc filed April 6, 1908 in the Records of Contra Costa County California

In Witness Whereof We, the undersigned, hereby certify that we are the owners of all the land shown and designated on the annexed Map of Tewksbury Heights and that said Map was made with our consent and at our request and that each parcel of land shown and designated thereon as a Boulevard Street or Avenue is hereby dedicated for public use reserving however to ourselves our heirs and assigns forever the right to enter upon, construct, maintain and operate a single or double track railway to be operated by electricity or any lawful motive power other than steam for passenger service only along and upon Park Avenue and Ley Boulevard for the entire length of said Avenue and Boulevard

Dated September 3rd 1909 A.D.

Louis Titus

by Quentin McDuffie

East Richmond Land Co

By [illegible] President

[illegible] Secretary

State of California, City and County of San Francisco } ss.

On this 3rd day of September in the year One thousand nine hundred nine (1909) before me O.D. Tygard, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn personally appeared B. Schapiro, who is known to me to be the President and Secretary, and F.A. Castagnetto known to me to be the Assistant Secretary of the corporation that executed the within instrument and duly acknowledged to me that such Corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official Seal in the City and County of San Francisco the day and year in this Certificate first above written

O.D. Tygard

Notary Public in and for the City and County of San Francisco State of California

State of California, City and County of San Francisco } ss.

On this 3rd day of September in the year One thousand nine hundred nine (1909) before me J.R. Rogers, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn personally appeared Quentin McDuffie known to me to be the person described in and whose name is subscribed to the within instrument as attorney in fact of Louis Titus and the said Quentin McDuffie duly acknowledged to me that he subscribed the name of Louis Titus thereto as principal and his own name as attorney in fact.

In Witness Whereof I have hereunto set my hand and affixed my official Seal in the City and County of San Francisco the day and year in this Certificate first above written.

J.R. Rogers

Notary Public in and for the City and County of San Francisco State of California

State of California, County of Contra Costa } ss.

I, W.W. Sullivan, County Auditor of the County of Contra Costa State of California do hereby certify that I or Contra Costa State of California in the Records of the County Recorder of said County Tours on there are no Liens for unpaid State or County Taxes on the above and annexed Map of Tewksbury Heights or against any part thereof.

Dated this 22 day of Sept 1909

W.W. Sullivan

County Auditor of the County of Contra Costa State of California

H.V. Alexander Sept. 20, 1909 A.D.

M.H. Hickey

For order changing name of McLaughlin Ave. to Castle Ave. see Volume 511 of Official Records, page 314.

In Witness Whereof I, E.J. Felicia, the Mortgagee of the property described and delineated on the annexed Map do hereby consent to the making of the same and to the filing thereof in the Office of the County Recorder of the County of Contra Costa State of California

Witness my hand and Seal this 15 day of September 1909

Emily Felicia

State of California, City and County of San Francisco } ss.

On this 15th day of September in the year of Our Lord one thousand nine hundred nine, before me Henry Peters a Notary Public in and for the County of San Francisco State of California personally came Emily C. Felicia the wife of E.J. Felicia personally known to me to be the person described in and who executed the within instrument and she acknowledged to me that she executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official Seal the day and year in this certificate first above written

Henry Peters

Notary Public in and for the City and County of San Francisco State of California

State of California, County of Contra Costa } ss.

I, J. Hillis, County Clerk of the County of Contra Costa State of California and ex-officio Clerk of the Board of Supervisors of the said County of Contra Costa State of California do hereby certify that the foregoing Map was presented to said Board of Supervisors as provided by Law at a regular meeting of said Board held on the 20th day of September 1909 and that said Board duly passed and adopted at said Meeting resolved that said Board of Supervisors do accept on behalf of the Public any of the Streets Roads Alleys or highways offered by said Map.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Board this 21st day of September 1909

J. Hillis

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Contra Costa State of California

The undersigned Corporation hereby reserves to its self and its assigns and successors forever the right to construct, maintain and operate a railway in and under the Strips of land reserved on this map for sewers, said railway to be operated by electricity or any lawful motive power other than steam, and the right to enter upon said strips of land for the purpose of constructing, maintaining or repairing said railway and sewers. Said sewer reserves being shown on this map

East Richmond Land Co

By [illegible] President

[illegible] Secretary

CONTRA COSTA
CALIFORNIA
1909

Scale 100ft = One Inch

P A Haviland
County Surveyor Alameda Co

NOTE.
"Townsbury Heights" is a subdivision of Lot 121 sections of Lots 118-119-120 and 122 of the Map of the San Pablo Rancho, accompanying and forming a part of the Final Report of the Referees in Partition of the 1894 side of the Subdivision of a portion of the "Map of East Richmond Boulevard" etc filed May 1, 1908 Records of Contra Costa County California

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } ss

I, [illegible] County Auditor of the County of Contra Costa State California do hereby certify that there are no Liens for unpaid State or County taxes except the taxes not yet payable against the land designated on the above and annexed Map as Map of Townsbury Heights or against any part thereof.

Dated this 20 day of September 1909

[illegible]
County Auditor of the County of Contra Costa State of California

H & A Alameda, Vol. 5, 20
Sept. 20, 1909
A H Huntley

For order changing name of Mahoney Alley Rec. in the Co. Rec. Book 306 Volume 511 of Official Records page 364

In Witness Whereof I, [illegible] the Mortgagee of the property designated and delineated on the annexed Map do hereby consent to the recording of the said Map in the Office of the County Recorder of the County of Contra Costa State of California

Witness my hand and Seal this 15 day of September 1909

[illegible]
County Treasurer

STATE OF CALIFORNIA } ss
CITY AND COUNTY OF SAN FRANCISCO }

On this 10 day of September in the year of Our Lord one thousand nine hundred nine, before me Henry D Sweet a Notary Public in and for the City and County of San Francisco State of California residing therein duly commissioned and sworn personally appeared Emily Townsbury known to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she executed the same

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Henry D Sweet
Notary Public in and for the City and County of San Francisco State of California

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } ss

I, J H Willis County Clerk of the County of Contra Costa State of California and ex-officio Clerk of the Board of Supervisors of the said County of Contra Costa State of California do hereby certify that the foregoing Map was presented to said Board of Supervisors as provided by Law at a regular meeting of said Board held on the 20th day of September 1909 and that said Board duly passed and adopted at said Meeting resolved that said Board of Supervisors do not accept on behalf of the Public any of the Streets Roads Alleys or highways affected by said Map.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Board of Supervisors this 20th day of September 1909

J H Willis
County Clerk and ex-officio Clerk of the Board of Supervisors of Contra Costa County State of California

The undersigned Corporation hereby reserves to itself and its assigns and successors the right to construct and maintain sewers in and under the strips of land embraced in the red lines upon the above Map and the right to enter upon said strips of land for the purpose of constructing maintaining or repairing said sewers. Said sewer reserves being 10 feet in width

EAST RICHMOND LAND CO
[illegible] President
[illegible] Secretary.

For Order closing street reserve in Block 10, see Recorder's Serial No. 243547-S-xxx-Cy

MELAUGHLIN AVENUE
DIMM WAY
BERNHARD AVENUE
CREST AVENUE
WAY
DIMM
FELIX AVENUE
SANFORD
MONTEREY AVENUE
TULARE AVENUE
FRESNO AVENUE
SONOMA AVENUE
YUBA AVENUE
KERN AVENUE
PARK AVENUE
CASINO AVENUE
MARIN AVENUE
SHASTA AVENUE
GLENN AVENUE
BOUQUET AVENUE
SOLANO AVENUE
LINWOOD AVENUE
EAST RICHMOND BOULEVARD
KEY BOULEVARD
BOULEVARD

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-333 **Agenda Date:** 10/7/2025 **Agenda #:** C.130.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and authorize to fully close a portion of Beloit Avenue on October 21, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Grizzly Peak Blvd. and Lake Drive, on October 21, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Beloit Avenue at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, Kensington Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Grizzly Peak Blvd. and Lake Drive, on October 21, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-34

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close a portion of Beloit Avenue, between Grizzly Peak Blvd. and Lake Drive, except for emergency traffic, local residents, US Postal Service and garbage trucks, on October 21, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department and Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-334 **Agenda Date:** 10/7/2025 **Agenda #:** C.131.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of private improvements for the Subdivision Agreement for minor subdivision MS14-00012, Walnut Creek area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for minor subdivision MS14-00012 for a project developed by Ravinder Parmar, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:
100% Developer Fees.

BACKGROUND:
The developer has completed the private improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
The developer will not receive a refund of the cash deposit, the Subdivision Agreement and surety bond will not be exonerated, and completion of private improvements will not be accepted.

c: K. O'Connor-Engineering Services, A. Vazquez-Engineering Services, M. Smith-Engineering Services, T. Shepherd-Design/Construction Div, C. Halford-Mapping, C. Herrold-Finance, T-4/7/26, Ravinder Parmar, Merchants Bonding Company (Mutual)

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for minor subdivision MS14-00012 for a project developed by Ravinder Parmar, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHEREAS, the Public Works Director has notified this Board that the private improvements in minor subdivision MS14-00012 have been completed as provided in the Subdivision Agreement with Ravinder Parmar, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Mountain View Boulevard and Amigo Lane.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of October 7, 2025, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: September 10, 2024

NAME OF SURETY: Merchants Bonding Company (Mutual)

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $16,000.00, Bond No. 10120292 issued by the above surety be RETAINED for the six month lien guarantee period until April 7, 2026, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the $1,000.00 cash security for performance (Auditor's Deposit Permit No. DP895512, dated July 19, 2024) plus interest in accordance with Government Code Section 53079, if appropriate, to Ravinder Parmar, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 10120292, dated July 7, 2024 are exonerated.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-335 **Agenda Date:** 10/7/2025 **Agenda #:** C.132.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of landscape improvements without the need of a warranty period for subdivision SD17-09300, San Ramon (Doughty Valley) area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of landscape improvements without the need of a warranty period, for subdivision SD17-09300, for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The developer has completed the landscape improvements without the need for an agreement and in accordance with Title 9. The landscape improvements have met the guaranteed performance standards for longer than would be required for a standard warranty period. The landscape improvements were not accepted when initially completed due to a mapping concern that has since been resolved.

CONSEQUENCE OF NEGATIVE ACTION:
The completion of landscape improvements will not be accepted.

c: Kellen O'Connor-Engineering Services, Devon Patel-Engineering Services, Theresa Shepherd-Design/Construction, Michelle Cordis-Maintenance, Chris Hallford-Mapping, Ciara Herrold-Finance, C. Low-City of San Ramon, Shapell Industries Inc.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Accepting completion of landscape improvements without the need of a warranty period, for subdivision SD17-09300, for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, these improvements are approximately located near Dougherty Road and Bergamot Way.

The Public Works Director has notified this Board that the landscaping improvements for SD17-09300, have been completed, heretofore approved by this Board.

NOW, THEREFORE, BE IT RESOLVED that the landscape improvements have been COMPLETED as of June 7, 2021, thereby establishing the six-month terminal period for the filing of liens in case of action:

BE IT FURTHER RESOLVED that the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-336 **Agenda Date:** 10/7/2025 **Agenda #:** C.133.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of warranty period for the Subdivision Agreement for subdivision SD16-09301, San Ramon (Dougherty Valley) area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of the warranty period for the Subdivision Agreement, and release of cash deposit for faithful performance, subdivision SD16-09301, for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:
100% Developer Fees.

BACKGROUND:
The improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

CONSEQUENCE OF NEGATIVE ACTION:
The developer will not receive a refund of the cash deposit, the Subdivision Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

c: Kellen O'Connor-Engineering Services, A. Vazquez-Engineering Services, Devon Patel-Engineering Services, Theresa Shepherd-Design/Construction, Chris Hallford-Mapping, Ciara Herrold-Finance, Ruben Hernandez-DCD, C. Low-City of San Ramon, Shapell Industries, Inc., a Delaware Corporation, North American Specialty Insurance Company.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Accepting completion of the warranty period for the Subdivision Agreement, and release of cash deposit for faithful performance, subdivision SD16-09301, for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on October 17, 2017, this Board resolved that the improvements in subdivision SD16-09301 were completed as provided in the Subdivision Agreement with Shapell Industries, Inc., a Delaware Corporation and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to REFUND the $45,000.00 cash deposit (Auditor's Deposit Permit No. DP716382, dated July 28, 2016) to Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the civil improvements for maintenance in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. 2202333, dated June 6, 2016, issued by North American Specialty Insurance Company, are EXONERATED.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-337 **Agenda Date:** 10/7/2025 **Agenda #:** C.134.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Beloit Avenue on October 14, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on October 14, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Beloit Avenue at the work site, Pacific Gas & Electric Company has requested the road closure to replace the existing utility pole. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Pacific Gas & Electric Company shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement

c: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, Kensington Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on October 14, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-37

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on October 14, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department and Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-338 **Agenda Date:** 10/7/2025 **Agenda #:** C.135.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Coventry Road on October 20, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Coventry Road, between Ardmore Road and 716 Coventry Road, on October 20, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Coventry Road at the work site, Pacific Gas & Electric Company has requested the road closure to replace the existing utility pole. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Pacific Gas & Electric Company shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, Kensington Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and authorizing the Public Works Director, or designee, to fully close a portion of Coventry Road, between Ardmore Road and 716 Coventry Road, on October 20, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-38

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close a portion of Coventry Road, between Ardmore Road and 716 Coventry Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on October 20, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department and Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-339 **Agenda Date:** 10/7/2025 **Agenda #:** C.136.

To: **Contra Costa County Flood Control and Water Conservation District**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Creek and Channel Safety Awareness Month and its Associated Program, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution declaring October 2025 as Creek and Channel Safety Awareness Month; and

ACCEPT the following status report from the Public Works Department and the Contra Costa County Flood Control and Water Conservation District (FC District) on the Creek and Channel Safety Awareness Program (CCSAP); and

DIRECT the Public Works Department and the FC District to continue with implementation and the annual campaign of a Countywide sustainable CCSAP, including a follow-up report to this Board in one year.

FISCAL IMPACT:
Annual notices, outreach, and maintenance of safety features for this year is estimated to cost $50,000 and will be funded by Flood Control Zone 3B. Project No. 7520-6B8311

BACKGROUND:
On March 1, 2011, the Board of Supervisors directed the FC District to develop a sustainable and impactful outreach program to promote creek and channel safety throughout the County, after the drowning of two high school students in the Walnut Creek channel. In response, the FC District formed a CCSAP team that developed a strategy to achieve this goal.

On October 4, 2011, the Board declared October 2011 as the first Creek and Channel Safety Awareness Month, accepted the status report from the FC District on the CCSAP, approved the implementation plan, and directed the FC District to continue with implementation and initiation of an annual campaign of a sustainable CCSAP, including a follow-up report to the Board in one year.

Every year since then, the Board of Supervisors has received and accepted a status report on the Annual CCSAP and declared October as Creek and Channel Safety Awareness Month.

The FC District refreshes warning stencils and signs in our facilities, and ensures gates and fences are secured as needed throughout the year. In fall 2024, the FC District continued its annual outreach to schools, working directly with Walnut Creek Intermediate (WCI) on in-person events. The FC District equipped leadership students with “Stay Out, Stay Alive!” bracelets, art supplies, a demonstration from the Fire District, which

provides for fun team building activities to emphasize the importance and danger of the channel. FC District staff gave a presentation to the leadership students at WCI, including an overview of the Walnut Creek watershed, which includes photos and videos of contrasting channel conditions. Students participating in 7th and 8th grade art classes created colorful posters with the overall message to "Stay Out, Stay Alive!" As in the past, several student posters were selected by the FC District and presented to the entire student body during the lunch hour. At this school-wide event, the FC District and Fire District spoke to students about the purpose of the channel and presented equipment needed for life saving rescues. Copies of selected posters are then displayed along FC District channel fencing in Walnut Creek to remind people to "Stay Out, Stay Alive!".

The Chief Engineer, FC District, recommends that the Board declare October 2025 as Creek and Channel Safety Awareness Month, accept the above report, and direct the Public Works Department and FC District to continue with implementation and the annual campaign of a Countywide sustainable CCSAP, including a follow-up report to this Board in one year.

CONSEQUENCE OF NEGATIVE ACTION:
If this Resolution is not adopted, members of the public may not receive important information about creek and channel safety.

CHILDREN'S IMPACT STATEMENT:
The FC District will continue to work with the schools and youth-based groups within the County to educate children about safety regarding creeks and flood control channels.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF DECLARING OCTOBER 2025 AS CREEK AND CHANNEL SAFETY AWARENESS MONTH, COUNTYWIDE.

WHEREAS, various regional flood control channels were constructed in Contra Costa County to efficiently drain stormwater and runoff from within the cities and towns; and

WHEREAS, in April 2010, a family lost a husband and son in the rain-swollen Walnut Creek Channel; and

WHEREAS, in February 2011, two young men drowned in the same channel; and

WHEREAS, on March 1, 2011, the Board of Supervisors directed the County Public Works Department and Contra Costa County Flood Control and Water Conservation District to pursue a sustainable outreach program to educate the public on the benefits and dangers of creeks and channels; and

WHEREAS, continued education of the public about creeks and channels has been determined as the best way to keep citizens safe and avoid future tragedies; and

WHEREAS, the Creek and Channel Safety Awareness Program (CCSAP) is now being implemented Countywide with an annual declaration of October as Creek and Channel Safety Awareness Month to remind the public of the CCSAP.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby declares October 2025 as Creek and Channel Safety Awareness Month encouraging the public to be informed about the benefits and dangers of creeks and channels throughout Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-340 **Agenda Date:** 10/7/2025 **Agenda #:** C.137.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Stormwater Management Facilities Operation and Maintenance Agreement for tree permit TP16-00005, Alamo area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Stormwater Management Facilities Operation and Maintenance Agreement for tree permit TP16-00005, for a project being developed by Stonehurtz Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 90.

CONSEQUENCE OF NEGATIVE ACTION:
The agreement will not be recorded, and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

C: Jocelyn LaRocque-Engineering Services, Kellen O'Connor-Engineering Services, Renee Hutchins-Records, Karen Piona-Records, Michele Mancuso-Watershed Program/Flood Control, Michelle Giolli-Watershed Program/Flood Control, Catherine Windham-Flood Control, Stonehurtz Properties, LLC.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF: Approving the Stormwater Management Facilities Operation and Maintenance Agreement for tree permit TP16-00005 (APN's 192-220-058, 192-220-059, 192-220-060, 192-220-061), for a project being developed by Stonehurtz Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Stonehurtz Properties, LLC, as required by Conditions of Approval for tree permit TP16-00005. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for tree permit TP16-00005, which is located at 1900 Las Trampas Road in the Alamo area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

ATTESTED:
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

Contact: Kellen O'Connor
(925) 313-2278

C: Jocelyn LaRocque-Engineering Services, Kellen O'Connor- Engineering Services, Renee Hutchins-Records, Karen Piona-Records, Michele Mancuso-Watershed Program/Flood Control, Michelle Giolli -Watershed Program/Flood Control, Catherine Windham-Flood Control, Stonehurtz Properties, LLC.

Recording Requested By:
COUNTY OF CONTRA COSTA

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY

PROJECT: TP16-0005

PROPERTY OWNER(S): Stonehurtz Properties, LLC

ASSESSOR'S PARCEL NUMBER(S): 198-220-058, 198-220-059, 198-220-060, & 198-220-061

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Stonehurtz Properties, LLC, a California limited liability company, and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term **"County"** means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Maintain: The terms "**maintain," "maintained,"** or **"maintenance"** mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Upright Engineering Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term **"Project"** means TP16-0005, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean Stonehurtz Properties, LLC, a California limited liability company, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Property.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by Upright Engineering Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.

B. The County is the owner of that parcel containing a portion of the Iron Horse Regional Trail and abutting the southerly edge of Lunada Lane, located in the unincorporated Alamo area, approximately 0.5 miles in a northeasterly direction from the Property's easterly boundary. The County is also the owner of the associated storm drains that are in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.

C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.

D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.

E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner and the County with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the parcel containing a portion of the Iron Horse Regional Trail and abutting the southerly edge of Lunada Lane, and associated storm drain(s) and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

By: _____

Warren Lai, Public Works Director

RECOMMENDED FOR APPROVAL:

Warren Lai, Public Works Director

By: _____

Deputy Director

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

Property Owner

By: _____
Print Name: Douglas C. Wiest
Title: Stonehurtz Properties, LLC, Member

By: _____
Print Name: Cheri L. Wiest
Title: Stonehurtz Properties, LLC, Member

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)

G:\engsvc\C.3 New Development & Redevelopment\Projects\TP\TP 16-0005\AG-41 O&M Agreement_TP16-0005_ 8.8.25.docx
H:\Public Works\WatershedProgram\OMAgreement.DP.3.17.16.docx

Job. No. 82128
January 14, 2022

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

All that certain real property situate in the County of Contra Costa, State of California, described as follows:

Being a portion of Parcels "A" and "B", as said Parcels are shown on the Parcel Map of Subdivision MS 25-90, filed January 4, 1993 in Book 160 of Parcel Maps at Page 44, and a portion of Lot 1, as said Lot is shown on the map of Subdivision 6419, filed July 29, 1988 in Book 323 of Maps at Page 39, Contra Costa County Records, further described as follows:

BEGINNING at the most northerly corner of said Parcel "B" (160-PM-44);

THENCE from said Point of Beginning along the northeasterly line of said Parcel "B" (160-PM-44), South 57°59'30" East, 436.95 feet;

THENCE leaving said northeasterly line, South 32°00'30" West, 258.62 feet;

THENCE South 48°41'00" West, 246.00 feet;

THENCE South 18°21'21" East, 133.84 feet;

THENCE South 23°39'44" West, 40.00 feet to a point on the southerly line of said Parcel "A" (160-PM-44);

THENCE along the southerly line of said Parcel "A" (160-PM-44), North 66°20'16" West, 56.00 feet;

THENCE leaving said southerly line of said Parcel "A" (160-PM-44), North 23°39'44" East, 11.00 feet;

THENCE northerly along a tangent curve to the left, having a radius of 55.00 feet, through a central angle of 59°15'15" for an arc length of 56.88 feet;

THENCE tangent to the last curve, North 35°35'31" West, 13.10 feet;

THENCE along a tangent curve to the right, having a radius of 100.00 feet, through a central angle of 31°07'23" for an arc length of 54.32 feet;

THENCE North 72°30'57" West, 160.00 feet;

THENCE North 1°44'36" East, 214.59 feet to an angle point on the line common to said Lot 1 (323-M-39) and said Parcel "B" (160-PM-44);

THENCE along said common line North 7°42'39" East, 91.71 feet;

THENCE North 4°10'04" West, 31.77 feet;

THENCE leaving said common line North 61°36'00" West, 35.85 feet;

THENCE North 21°00'00" East, 71.04 feet to a point on said common line;

THENCE along said common line North 4°10'04" West, 26.26 feet;

THENCE North 47°41'01" East, 199.92 feet to said Point of Beginning.

Containing an area of 5.09 acres of land, more or less.
APN: 198-220-058

PARCEL B

All that certain real property situate in the County of Contra Costa, State of California, described as follows:

Being a portion of Parcel "B", as said Parcel is shown on the Parcel Map of Subdivision MS 25-90, filed January 4, 1993 in Book 160 of Parcel Maps at Page 44, Contra Costa County Records, and being a portion of the Northwest 1/4 of Section 13 and a portion of the Northeast 1/4 of Section 14, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, further described as follows:

BEGINNING at the most easterly corner of said Parcel "B" (160-PM-44);

THENCE from said Point of Beginning along the northeasterly line of said Parcel "B" (160-PM-44), North 40°33'16" West, 94.64 feet;

THENCE North 57°59'30" West, 110.32 feet;

THENCE leaving said northeasterly line South 32°00'30" West, 258.62 feet;

THENCE South 65°00'00" East, 211.52 feet;

THENCE South 50°29'33" East, 401.70 feet;

THENCE South 60°42'00" East, 116.28 feet;

THENCE South 51°51'00" East, 194.00 feet;

THENCE South 55°22'55" East, 593.59 feet, to a point on the Northwesterly line of the parcel of land described as Parcel One in the grant deed made by Flood Morss, et ux, to Dudley A. Robnett, et ux, dated February 23, 1962, and recorded June 8, 1962 in Book 4135 of Official Records at Page 548, Contra Costa County Records;

THENCE along said northwesterly line North 54°56'27" East, 129.02 feet, to the most northerly corner of said Robnett parcel (4135 O.R. 548);

THENCE North 50°01'25" West, 203.48 feet along the northeasterly line of the 436.15 acre parcel of land described in Parcel One of the Decree of Distribution, entered October 5, 1938 in the matter of the Estate of Isabella C. Morss, deceased, in the Superior Court of the State of California and for the County of Contra Costa County (Case No. 9340), a certified copy of which was recorded October 5, 1938 in Book 486 of Official Records at Page 52, Contra Costa County Records.

THENCE North 45°12'00" West, 632.64 feet, to an angle point in said northeasterly line;

THENCE North 68°27'53" West, 321.60 feet, to an angle point in said northeasterly line;

THENCE North 40°36'03" West, 235.96 feet to the Point of Beginning.

Containing an area of 6.85 acres of land, more or less.
APN: 198-220-059

PARCEL C

All that certain real property situate in the County of Contra Costa, State of California, described as follows:

Being a portion of Parcels "A" and "B", as said Parcels are shown on the Parcel Map of Subdivision MS 25-90, filed January 4, 1993 in Book 160 of Parcel Maps at Page 44, Contra Costa County Records, and being a portion of the Northwest 1/4 of Section 13 and a portion of the Northeast 1/4 of Section 14, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, further described as follows:

BEGINNING at the southwest corner of that parcel of land described as Parcel One in the grant deed made by Flood Morss to Ronald F. Caya, dated May 6, 1964, and recorded June 8, 1964, in Book 4633 of Official Records at Page 588, Contra Costa County Records;

THENCE from said Point of Beginning along the westerly line of said Caya parcel (4633 O.R. 588), North 8°45'16" West, 23.34 feet to the southeast corner of said Parcel "A" (160-PM-44);

THENCE along the southerly line of said Parcel "A" (160-PM-44), North 79°34'39" West, 126.99 feet;

THENCE along a tangent curve to the right, having a radius of 370.00 feet, through a central angle

of 13°14'23" for an arc length of 85.50 feet;

THENCE tangent to the last curve North 66°20'16" West, 175.46 feet;

THENCE leaving said southerly line North 23°39'44" East, 40.00 feet;

THENCE North 18°21'21" West, 133.84 feet;

THENCE North 48°41'00" East, 246.00 feet;

THENCE South 65°00'00" East, 211.52 feet;

THENCE South 50°29'33" East, 401.70 feet;

THENCE South 60°42'00" East, 116.28 feet;

THENCE South 51°51'00" East, 194.00 feet;

THENCE South 55°22'55" East, 593.59 feet, to a point on the Northwesterly line of the parcel of land described as Parcel One in the grant deed made by Flood Morss, et ux, to Dudley A. Robnett, et ux, dated February 23, 1962, and recorded June 8, 1962 in Book 4135 of Official Records at Page 548, Contra Costa County Records;

THENCE along said northwesterly line South 54°56'27" West, 41.57 feet, to a point on the northerly line of that certain 30' wide strip of land described as Parcel Three in the grant deed made by Dudley A. Robnett, et al, to Joseph T. Kessler, et ux, dated May 28, 1971, and recorded May 28, 1971 in Book 6392 of Official Records at Page 676, Contra Costa County Records;

THENCE leaving said northwesterly line along said northerly line North 56°55'06" West, 309.94 feet;

THENCE North 81°29'46" West, 75.73 feet;

THENCE South 46°11'14" West, 88.53 feet to the centerline of a 60' wide private road, also being the northeasterly line of the parcel of land described as Parcel One in the grant deed made by Flood Morss to Alamo Acres, a limited partnership, dated December 26, 1968, and recorded December 30, 1968 in Book 5780 of Official Records at Page 610, Contra Costa County Records;

THENCE leaving said northerly line along said centerline and said northeasterly line North 41°43'16" West, 40.83 feet;

THENCE along a tangent curve to the left, having a radius of 150.00 feet, through a central angle of 24°37'00" for an arc length of 64.45 feet;

THENCE tangent to the last curve North 66°20'16" West, 568.40 feet to the Point of Beginning.

Containing an area of 7.17 acres of land, more or less.
APN: 198-220-060

PARCEL D

All that certain real property situate in the County of Contra Costa, State of California, described as follows:

Being a portion of Parcels "A" and "B", as said Parcels are shown on the Parcel Map of Subdivision MS 25-90, filed January 4, 1993 in Book 160 of Parcel Maps at Page 44, and a portion of Lot 1, as said Lot is shown on the map of Subdivision 6419, filed July 29, 1988 in Book 323 of Maps at Page 39, Contra Costa County Records, further described as follows:

BEGINNING at the southwest corner of said Parcel "A" (160-PM-44);

THENCE from said Point of Beginning along the southeasterly line of said Lot 1 (323-M-39) South 00°25'30" East, 2.18 feet to a point on the northeasterly right-of-way line of Las Trampas Road (40' wide), as said Las Trampas Road is shown on said map of Subdivision 6419 (323-M-39);

THENCE northerly along said right-of-way line along a curve to the right, having a radius of 60.00 feet, whose center bears North 42°57'03" East, through a central angle of 28°19'49" for an arc length of 29.67 feet;

THENCE tangent to the last curve, North 18°43'08" West, 50.70 feet;

THENCE along a tangent curve to the left, having a radius of 105.00 feet, through a central angle of 7°27'28" for an arc length of 13.67 feet;

THENCE leaving said right-of-way line, North 72°11'50" East, 18.07 feet;

THENCE North 17°48'10" West, 32.11 feet to a point on the westerly prolongation of the northerly line of said Parcel "A" (160-PM-44);

THENCE along said westerly prolongation South 81°53'10" East, 29.47 feet to the northwest corner of said Parcel "A" (160-PM-44);

THENCE leaving said northwest corner North 76°49'34" East, 407.46 feet to an angle point on the line common to said Lot 1 (323-M-39) and said Parcel "B" (160-PM-44);

THENCE leaving said common line South 1°44'36" West, 214.59 feet;

THENCE South 72°30'57" East, 160.00 feet;

THENCE southerly along a curve to the left, having a radius of 100.00 feet, whose center bears North 85°31'52" East, through a central angle of 31°07'23" for an arc length of 54.32 feet;

THENCE tangent to the last curve, South 35°35'31" East, 13.10 feet;

THENCE along a tangent curve to the right, having a radius of 55.00 feet, through a central angle of 59°15'15" for an arc length of 56.88 feet;

THENCE tangent to the last curve, South 23°39'44" West, 11.00 feet to a point on the southerly line of said Parcel "A" (160-PM-44);

THENCE along the southerly line of said Parcel "A" (160-PM-44), North 66°20'16" West, 53.21 feet;

THENCE westerly along a tangent curve to the left, having a radius of 330.00 feet, through a central angle of 20°36'10" for an arc length of 118.66 feet;

THENCE tangent to the last curve, North 86°56'26" West, 41.17 feet;

THENCE along a tangent curve to the right, having a radius of 170.00 feet, through a central angle of 23°14'58" for an arc length of 68.98 feet;

THENCE tangent to the last curve, North 63°41'28" West, 130.53 feet;

THENCE along a tangent curve to the left, having a radius of 430.00 feet, through a central angle of 13°13'42" for an arc length of 99.28 feet;

THENCE tangent to the last curve, North 76°55'10" West, 90.32 feet to the southwest corner of said Parcel "A" (160-PM-44) and said Point of Beginning.

Containing an area of 2.55 acres of land, more or less.
APN: 198-220-061

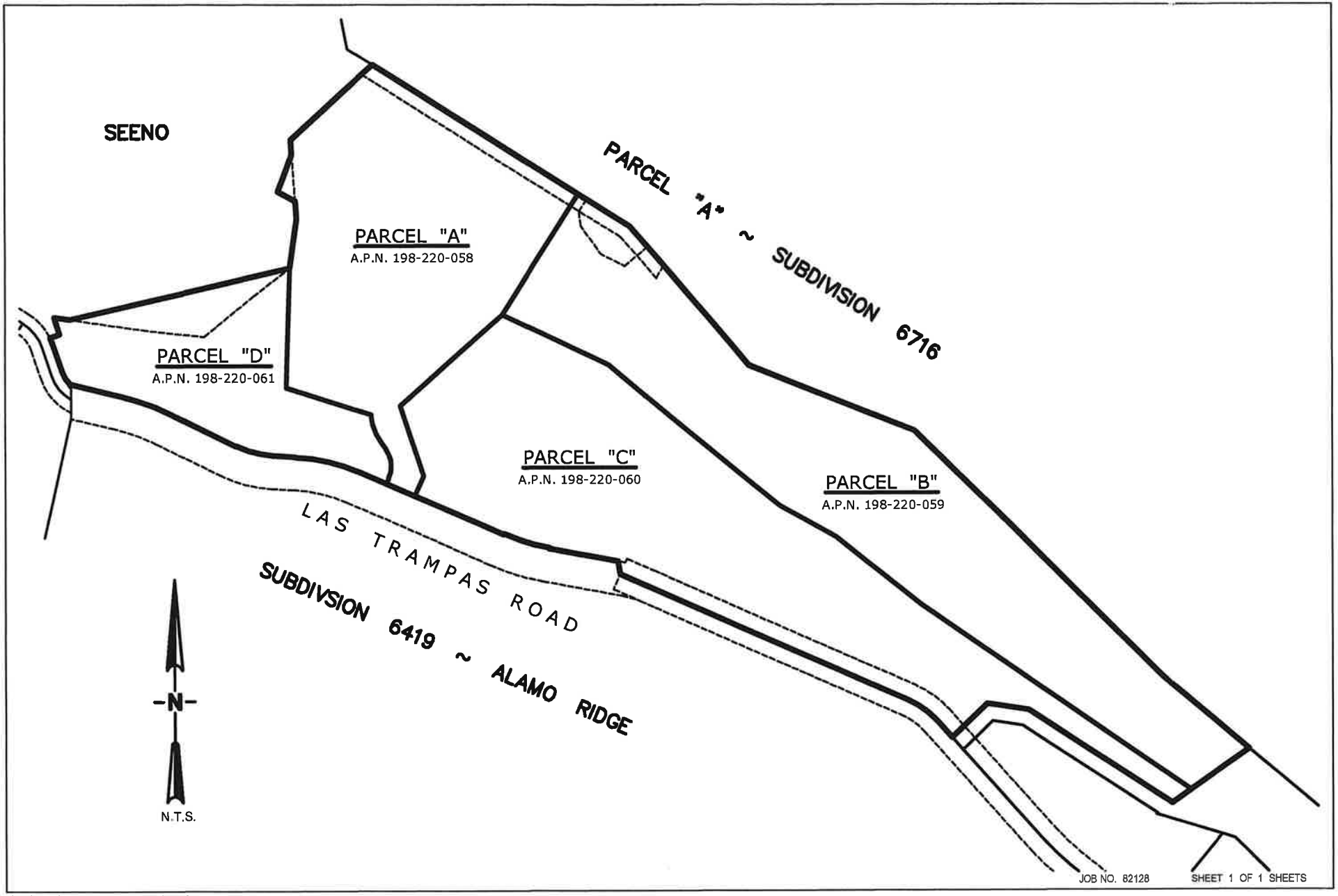
Exhibit "B" attached hereto and by this reference made a part hereof.

END OF DESCRIPTION



DATE: 07/30/2025

EXHIBIT "B"


SEENO
PARCEL "A"
A.P.N. 198-220-058
PARCEL "A" ~ SUBDIVISION 6716
PARCEL "D"
A.P.N. 198-220-061
PARCEL "C"
A.P.N. 198-220-060
PARCEL "B"
A.P.N. 198-220-059
LAS TRAMPAS ROAD
SUBDIVSION 6419 ~ ALAMO RIDGE
N
N.T.S.
JOB NO. 82128
SHEET 1 OF 1 SHEETS

ACKNOWLEDGMENT

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

State of California)
)
County of Contra Costa)

On 08/22/2025, before me, V. Sukhadia,

Notary Public, personally appeared Cheri Lyn Wiest and Douglas Clinton Wiest,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

V. SUKHADIA
COMM. # 2496992
NOTARY PUBLIC • CALIFORNIA
SANTA CLARA COUNTY
MY COMMISSION EXPIRES
AUG. 08, 2028

JAS1 JAS1

(SEAL)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4188 **Agenda Date:** 10/7/2025 **Agenda #:** C.138.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum for ATS Traffic Ltd.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a participating addendum with ATS Traffic Ltd., in an amount not to exceed $3,000,000, for the purchase of safety and traffic management equipment and related products for use by the Public Works Department, during the period of October 7, 2025 through June 27, 2029 under the terms of the Master Contract awarded by Sourcewell, a State of Minnesota public agency.

FISCAL IMPACT:
100% Local Road Funds

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of traffic management equipment and related products offered through ATS Traffic Ltd.. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota public agency Contract No. 042225-ATST. Approval of the addendum between Contra Costa County and ATS Traffic Ltd., allows the County to obtain guaranteed pricing available through the Sourcewell contract No. 042225-ATST. The purchase will support Public Works Road Maintenance with the purchase of safety and traffic management equipment and related products and will provide significant discounts from off-list pricing.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, Public Works Road Maintenance would be paying full price on purchases of public safety communications technology and hardware solutions.

PARTICIPATING ADDENDUM
for
Safety and Traffic Management Equipment with Related Products

---

Participating Entity:
CONTRA COSTA COUNTY

Contractor: ATS Traffic, Ltd.

This Participating Addendum ("Agreement") is made and entered into as of October 7, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and ATS Traffic, Ltd. ("Contractor") whose principal place of business is 9015 14 Street NW, Edmonton, Alberta, Canada T6P0C9. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor sells safety and traffic management equipment with related products under a cooperative purchasing agreement, identified as Contract No. 042225-ATST ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency ("Sourcewell"), following a competitive solicitation.

Whereas, the Master Contract is made available to public agencies nationally for participation. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County, a political subdivision of the State of California.

Whereas, in the event the Contractor relies on any dealers, distributors, resellers, or other third parties (collectively, "Affiliated Entities," and each an "Affiliated Entity") to satisfy any of Contractor's obligations hereunder, this Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on June 27, 2029, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term by up to three additional years beyond January 31, 2029, one year at a time, provided that the term of the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first.

2. Payment Limit. The County's total payments to Contractor and Affiliated Entities under this Agreement shall not exceed $3,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. This Agreement is not exclusive, and the County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If the County issues Contractor or Affiliated Entities purchase orders to make purchases

under this Agreement, the County will be responsible for ensuring that the total of all purchase orders issued under this Agreement does not exceed the Payment Limit. Each purchase order issued under this Agreement will incorporate the terms of this Agreement by reference.

3. Changes to the Master Contract. The Master Contract is attached hereto as Exhibit A and is incorporated in and made a part of this Agreement, except to the extent modified by this Agreement. For purposes of this Agreement only, certain terms of the Master Contract are hereby amended, as follows, to satisfy requirements that apply to the County as a California public agency, and to reflect the County as the contracting party under this Agreement:

    a. Each reference in the Master Contract to "Participating Entity" and "Participating Entities" shall mean and include Contra Costa County.

    b. Notwithstanding Article 3, Section 2 (Shipping, Delivery, etc.) of the Master Contract, all shipping, delivery, inspection, acceptance, rejection and other relevant terms shall be governed by terms of purchase orders issued by the County, a copy of which is attached hereto as Exhibit B. Each purchase order issued under this Agreement will incorporate this Agreement by reference.

4. Audit. Notwithstanding anything to the contrary in the Master Contract, the County reserves the right to review books, records, documents, and accounting procedures and practices of the Contractor relevant to the County's purchases and payments during the term of this Agreement and for three (3) years following its expiration or termination. Following a request for such materials by the County or its auditor, the Contractor shall provide the County and its auditor copies of all requested materials within 30 days at the address designated by the County or its auditor. The requirements of this Section shall survive and remain enforceable for a period of three (3) years following the expiration or termination of this Agreement.

5. Public Records. The County is a California public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 7920.000, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25), discovery requests, subpoenas, and court orders. Notwithstanding anything to the contrary in the Master Contract, this Agreement and all materials produced for or provided to the County under this Agreement will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or if the County determines the materials are responsive to a discovery request, subpoena, or court order.

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives from and against any and all claims, causes of action, liabilities, demands, costs, expenses, fees, attorney's fees, and attorney's fee awards (collectively, "Liabilities") arising from the negligence of willful misconduct of the Contractor, its employees, agents, representatives, suppliers, or distributors in connection with the performance of this Agreement. Provided, however, that the Contractor shall have no obligation to indemnify the County from any Liabilities that arise from the sole negligence or willful

misconduct of the County. The requirements of this Section 6 shall survive the termination or expiration of this Agreement.

7. Insurance. The Contractor shall satisfy the same insurance requirements included in Article 2, Section 22 (Insurance Coverage) of the Master Contract. The Contractor shall provide the County copies of the certificates of insurance required Article 2, Section 22 (Insurance Coverage) evidencing that "Contra Costa County, its officers, employees, and agents" are named as additional insureds, and that the policies of insurance are primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. As between the County and the Contractor, the Contractor shall satisfy the same waiver of subrogation requirements that apply as between the Contractor and Sourcewell under the Master Contract.

8. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement, the order of precedence for interpreting the Parties' obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.

9. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 60 days' advance written notice to the other Party.

10. Registration with California Secretary of State; Governing Law.

    a. The Contractor and each Affiliated Entity selling products to the County under this Agreement shall be registered with, or within 60 days after the Effective Date shall register with, the California Secretary of State. At all times during the term of this Agreement, the Contractor and each Affiliated Entity selling products to the County under this Agreement shall maintain an agent for service of process in California.

    b. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Contractor expressly agrees that any litigation to enforce or interpret this Agreement shall be filed and prosecuted in the Superior Court of the State of California in and for the County of Contra Costa, or the Federal District Court for the Northern District of California.

11. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither Party will function as or represent it to be the other Party or its agent, and no officer, employee, or agent of one Party shall hold themselves out to be an officer, employee, or agent of the other Party. This Agreement does not create any rights or obligations between the Parties other than those expressly set forth herein; and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other person or entity other than the County and Contractor.

12. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.

13. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all local, State of California, and federal laws and regulations, including all State of California wage and hour laws. Nothing in this Agreement authorizes Contractor to perform, and Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all requirements of the California Department of Industrial Relations.

14. Notices. Notices to the Parties shall be provided to:

Contractor:

Doug Sibert
Director, Strategy and Operations
9015 14 Street NW
Edmonton, Alberta, Canada T6P0C9
Phone: (253) 531-9782
Email: doung@advancedgovernmentservices.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending Party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending Party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending Party of its obligation to give notice to the receiving Party in the manner required by this Section. A notice given in accordance with this Section shall be deemed received by the receiving Party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid. A Party may change its contact listed above by giving written notice to the other Party in any manner authorized by this Section at least five (5) days before the change becomes effective.

15. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by either Party without the express written permission of the other Party, which shall be within that Party's sole discretion to provide.

16. Counterparts. This Agreement may be executed in counterparts, which, taken together, shall constitute one and the same instrument. A copy of a manual signature shall be as effective as an original signature. If this Agreement is executed using digital signatures, the digital signature technology shall meet the requirements of the California Secretary of State.

[Remainder of page left blank; signatures on next page(s).]

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **ATS Traffic Ltd.**
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Exhibits:

Exhibit A Master Contract

Exhibit B Contra Costa County Purchase Order Terms and Conditions

Docusign Envelope ID: 682F491F-04E0-4574-92BC-5A7B7071F210

MASTER AGREEMENT #042225
CATEGORY: Roadway Work Zone: Safety and Traffic Management Equipment with Related Products
SUPPLIER: ATS Traffic Ltd.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ATS Traffic Ltd., 9015 14 Street NW, Edmonton, Alberta, Canada T6P 0C9 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 682F491F-04E0-4574-92BC-5A7B7071F210

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #042225 to Participating Entities. In Scope solutions include:

   Sourcewell is seeking Proposals for Roadway Work Zone: Safety and Traffic Management Equipment with Related Products specifically designed for temporary roadway work zones. Permanent solutions or products not directly intended for work zones may not be considered. Permanent only solutions will not be considered. The scope includes, but is not limited to, the following categories:

   a. Channelizing Devices - Products specifically designed to guide and control traffic flow in temporary work zones, such as:
      - Cones;
      - Bollards and drums; and
      - Delineators and reflective posts

   b. Crash Attenuation Devices - Temporary or mobile equipment designed to reduce the impact of collisions in work zones, such as:
      - Truck and trailer-mounted attenuators
      - Water or sand-filled arrays
      - Guardrail end treatments

   c. Flagging Equipment - Devices used to manage and direct traffic manually or automatically in work zones, such as:
      - Hand signaling and warning flags
      - High-visibility safety flags
      - Automated Flagger Assistance Devices (AFADs)

   d. Safety Barriers - Barriers used exclusively for temporary work zones to separate traffic from construction areas, such as:
      - Jersey barriers (temporary applications only)
      - Temporary gate systems
      - Temporary safety fencing, screens, and panels
      - Work zone barricades

Docusign Envelope ID: 682F491F-04E0-4574-92BC-5A7B7071F210

e. Work Zone Signage - Signage designed for temporary deployment in work zones to provide clear and dynamic information to drivers, such as:
- Work zone speed awareness signs
- Flashing beacons
- Work zone dynamic warning systems
- Variable message signs and roadway message boards
- Portable traffic signals

In addition to the primary solutions offered, proposers may offer complementary products and services directly related to those solutions in a-e above, including but not limited to: work zone product rentals, temporary speed bumps or traffic calming equipment, hazardous vehicle mitigation products, smart work zone products, work zone inspections, flagging services, traffic control project consulting and plan design, temporary pedestrian access routes (TPAR), rumble strips, work zone personal safety equipment, guardrails, and connected work zone notification systems.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor

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regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines

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at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the

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value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

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The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided

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regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under

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this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

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ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating

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Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	ATS Traffic Ltd.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Colin McCarten 353EE593C4C2477...
By: _____	By: _____
Jeremy Schwartz	Colin McCarten
Title: Chief Procurement Officer	Title: EVP Sales & Marketing
Date: 6/25/2025 | 12:20 PM CDT	Date: 6/25/2025 | 11:12 AM MDT

RFP 042225 - Roadway Work Zone: Safety and Traffic Management Equipment with Related Products

Vendor Details

Company Name:	ATS Traffic
Does your company conduct business under any other name? If yes, please state:	Alberta
Address:	9015 14 Street NW Edmonton, Alberta T6P 0C9
Contact:	Kyle Clarkson
Email:	kylec@atstraffic.ca
Phone:	780-440-4114
Fax:	780-440-4114
HST#:	

Submission Details

Created On:	Wednesday April 02, 2025 15:31:11
Submitted On:	Tuesday April 22, 2025 13:44:46
Submitted By:	Kyle Clarkson
Email:	kylec@atstraffic.ca
Transaction #:	10634477-1f56-444a-aca9-60ff2b599d4f
Submitter's IP Address:	147.243.242.170

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ATS Traffic Ltd.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	- Advanced Government Services, LLC (Subsidiary) - Interprovincial Traffic Services (Subsidiary)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EXJMAKUDU361	*
5	Provide your NAICS code applicable to Solutions proposed.	- 561990 - Flagging (i.e. Traffic control) services - 532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing / Traffic control equipment (e.g. Barricades, cones, traffic signs) rental or leases).	
6	Proposer Physical Address:	Head Office 9015 14 Street NW, Edmonton, Alberta Canada T6P 0C9	*
7	Proposer website address (or addresses):	https://www.atstraffic.ca https://www.store.atstraffic.ca https://www.agspnw.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Colin McCarten EVP Sales & Marketing 9015 14 Street NW, Edmonton, Alberta, Canada T6P 0C9 colinm@atstraffic.ca 587.458.2051	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Peter Kehoe Marketing & Corporate Communications Manager (Canada/US) 9015 14 Street NW, Edmonton, Alberta, Canada T6P 0C9 peterk@atstraffic.ca 587.405.5700	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Doug Sibert Director, Strategy and Operations 8644 Pacific Avenue, Tacoma, Washington, USA 98444 doug@advancedgovernmentservices.com T 253-531-9782	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in 1966 by Lorne Hooper, ATS Traffic began as Alberta Traffic Supply Ltd., the first barricade rental company in Western Canada. What started with a simple vision to replace kerosene flare pots with safer, flashing barricade lights has grown into Canada's largest traffic safety and control solutions provider. For nearly six decades, we have evolved alongside the infrastructure industry, continuously innovating to meet the complex demands of public safety, mobility, and temporary traffic control. At our core, ATS Traffic is driven by a single mission: to make roads safer so that people get home safely, every day. This purpose guides our business philosophy of building trust through consistent, reliable, and responsive service. We take a consultative approach, tailoring solutions to the specific needs of each client and community we serve, whether that's a municipality, utility provider, or private contractor. Our company values guide how we operate and deliver for our clients. We believe in doing what's right, holding ourselves to high ethical standards and acting with integrity and accountability in every decision. We believe our people matter, which is why we prioritize safety, inclusion, and development to build a strong, empowered workforce. We build trust through teamwork, collaborating closely with our partners and colleagues to achieve shared success. And we are always striving for excellence, continuously improving and delivering with precision, professionalism, and a customer-first mindset. These values are embedded into every aspect of our operations, from how we train personnel and maintain equipment to how we respond to emergencies and develop engineered traffic control plans. Our teams, many of whom are certified through the Alberta Construction Safety Association (ACSA), are committed to upholding rigorous standards of quality, compliance, and professionalism. With more than 700 employees and 11 branches across Canada and the U.S., ATS Traffic has the scale, systems, and expertise to deliver end-to-end work zone solutions. Our offerings span traffic control devices, signage, smart work zone technologies, lane closures, engineering support, and 24/7 emergency response. We are proud to be a Platinum Club Member of Canada's Best Managed Companies, a 3M Certified Digital Fabricator, and Western Canada's exclusive Premier Ver-Mac distributor. In 2023, ATS Traffic welcomed Advanced Government Services (AGS) into our family of companies. Founded in 2003 and based in Tacoma, Washington, AGS has earned a reputation as one of the Pacific Northwest's most trusted providers of traffic control planning and management. As a woman-led, union-signatory company, AGS specializes in on-call flagging, equipment deployment, signage installation, traffic control plans, and smart work zone support. AGS employs over 80 certified traffic control professionals in the off-season, scaling to over 100 during peak construction periods. The company has extensive experience managing municipal, state, and federal projects across Washington and Oregon. AGS does not subcontract, ensuring full quality control and consistency across every project. The team operates 24/7 with an in-house fleet that includes TMAs, message boards, arrow boards, and automated flagger assistance devices (AFADs), all supported by its own training program and corporate instruction team. Together, ATS Traffic and AGS form a powerhouse in the traffic safety industry, offering unmatched reach, deep expertise, and a shared commitment to safety, innovation, and customer service. Backed by nearly 60 years of combined experience, we are uniquely positioned to support Sourcewell Participating Entities with scalable, reliable, and values-driven traffic control solutions across North America.
12	What are your company's expectations in the event of an award?	Once a contract is awarded, our focus shifts to setting a solid foundation for execution. This includes finalizing contract terms, aligning on invoicing and reporting, and confirming key points of contact (for ongoing communication). From there, a detailed launch plan should be established—outlining timelines, deliverables, and regional strategies, as well as the actioning the priorities below: - Kickoff Meeting: Align on goals, scope, roles, and key milestones; Confirm communication cadence and reoccurring meeting schedule (Example: Quarterly business reviews) - Data & Information Sharing: Securely exchange documents, customer/member databases (regional strategy alignment), and any needed brand or technical assets. - Go-to-Market (GTM) Strategy: Define audience, messaging, team roles, and timeline. Align on KPIs, tools, and cobranding opportunities. Please see the Marketing Plan for more information.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see the letter attached.	*
14	What is your US market share for the Solutions that you are proposing?	Advanced Government Services (AGS) is a well-established traffic control services provider based in Tacoma, Washington, with operations throughout Washington, Oregon, and Idaho. Since its founding in 2003, AGS has built a strong regional reputation for safety, reliability, and responsiveness in traffic control, lane closures, and flagging services. Over the years, AGS has become a trusted partner for public agencies and private contractors, consistently delivering high-quality support on infrastructure and construction projects. Their strong relationships with municipalities and utility companies have positioned them as a go-to provider in the Pacific Northwest. In 2023, AGS entered into a strategic partnership with ATS Traffic, a major Canadian traffic safety firm, marking a significant step toward expanding its capabilities and footprint in the U.S. This partnership reflects AGS's forward-thinking approach and reinforces its leadership not only in operations but also in market positioning. AGS continues to invest in regional brand visibility and operational growth — leveraging both local knowledge and strategic alliances to strengthen its presence and influence within the traffic control space.	*

15	What is your Canadian market share for the Solutions that you are proposing?	Thanks to decades of consistent growth, deep industry partnerships, and a commitment to safety and service, ATS Traffic is estimated to hold approximately 40% of the market share in the Canadian regions it serves. This dominant position reflects its leadership in both operational capacity and customer trust across the traffic control and safety sector. Today, ATS Traffic operates 14 strategically located branches across Canada, with a presence in Alberta, British Columbia, Saskatchewan, Manitoba, and Ontario. This wide geographic reach allows our company to deliver localized expertise while maintaining a consistent national standard of safety, service, and quality. ATS Traffic has opened 8 new locations in the past 5 years, including in cities like Ottawa, Mississauga, Grande Prairie, Kelowna, and Kamloops. This expansion reflects a growing demand for the company's products and services across a diverse range of markets. By strategically opening locations in both major urban centers and smaller cities, ATS Traffic is tapping into new customer bases and increasing its geographic reach. In all of the markets that we serve, ATS Traffic either has been awarded municipal contracts for Traffic Control Services and/or supply of products. Our ability to expand quickly in different regions is based on existing customer relationships, sound strategic decision making, strong market potential and financial stability. Each new location provides an opportunity for increased revenue, greater market share, and enhanced brand recognition. Another means of market expansion that ATS Traffic pursues is through acquisitions. In 2023, ATS Traffic formalized and announced the acquisition of two organizations. Though ATS Traffic has always explored opportunities for entering new geographic markets in Canada, these two acquisitions represent a progressive shift in business strategy. Below is a brief overview of each of these acquisitions: - Acquisition of Advanced Government Services (AGS): on June 12th, 2023, we announced the acquisition of Tacoma-based traffic control company, AGS. AGS are award-winning traffic safety providers with a reputable track record and loyal customer base. For the first time in our history, ATS Traffic has expanded to the United States. ATS Traffic have had our sights set South of the Canadian border for some time particularly the Pacific Northwest region. Together, we will continue to push the boundaries of our industries, adopting new technology and delivering consistent services to our customers across North America. AGS will now be supported by our robust product offerings and operational scale and ATS Traffic will be able to fully spread its wings in the traffic industry in the Pacific Northwest. ATS Traffic and AGS we are eager to grow together and create exponential growth and deliver a new standard of road safety solutions to the region. Currently underway is the full integration of our two teams from an operational, inventory, technology, and marketing standpoint. - Acquisition of Interprovincial Traffic Services (ITS): On September 5th, 2023 we announced the acquisition of Interprovincial Traffic Services (ITS), a reputable traffic technology systems provider based in surrey BC. With this exciting acquisition ATS Traffic now becomes the largest provider of intelligent transportation systems technology in Canada. ITS and ATS traffic customers will benefit from the wider network of combined branches and distribution centres across Canada and the Pacific Northwest. This acquisition signifies a continued commitment to the future of transportation and technology, particularly in the intersection. ATS Traffic continues to invest in expanding our product portfolio in the smart city infrastructure and traffic data analytics areas as these are emerging trends shaping our industry. Like ATS Traffic, the history of ITS as a company spans over 50 years in the traffic safety industry. They have built a strong reputation in delivering top quality traffic products and services to municipalities and contractors throughout Western Canada. Forming the foundation of this success are the dedicated ITS employees that have earned the respect and loyalty of their customer base by demonstrating consistent professional knowledge, service, and industry expertise.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A – ATS Traffic has not been involved in any bankruptcy proceedings within the past seven years. The company maintains a strong and stable financial position, with a long-standing track record of fiscal responsibility and operational resilience.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If	ATS Traffic is best described as a complete solutions provider, leveraging our manufacturing capabilities for signage and customized solutions, and our exclusive supply chain agreements for supplemental product supply and installation. Our branches are staffed with dedicated ATS Traffic employees and professionals in sales, administration, installs, repairs, and manufacturing. We have regional executives, account managers and customer support personnel for each Sourcewell member and fully support the engagements with consultation, sales, billing services, installation, customer satisfaction, warranty work and return services if necessary. Integrated Support System for Sales, Service, Dealers, Manufacturing, and Strategic

	applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Partnerships At ATS Traffic, we've built a fully integrated ecosystem where quality control, customer feedback, manufacturing excellence, and supplier collaboration all converge to support and empower our sales teams, field service professionals, dealer network, and strategic partners. This system is designed not just for operational efficiency, but to ensure we consistently deliver exceptional, end-to-end experiences to our customers. Data-Driven Insights to Empower Sales, Service, and Manufacturing Using Power BI, we consolidate data from across our business systems—including sales, finance, customer support, manufacturing operations, and HR. These insights provide leadership and front-line teams with visibility into key performance indicators that drive informed decisions, align operations, and uncover sales opportunities. Our Supply Chain and Manufacturing teams use this data to forecast demand, optimize inventory, and ensure high-demand products are available where and when they're needed. This allows sales representatives to confidently promise availability, while service teams and installation crews can execute work without disruption or delays. For our in-house manufactured products, this visibility ensures quality and lead times remain consistent, helping us exceed customer expectations and giving us a significant competitive edge. Quality and Compliance Built to Support the Front Lines At the heart of our quality control strategy is Intelex QMS, our cloud-based quality and safety management system. Intelex houses all standard operating procedures, safety policies, training content, and field documentation—ensuring internal teams, technicians, and partners have access to current, compliant, and trackable information. It supports: Real-time tracking to reduce product and service defects Automated corrective actions that resolve issues efficiently Supplier quality management for consistency and reliability Alignment with customer and regulatory standards across projects Our UKG Pro system complements this by managing training, certifications, and compliance across our workforce, from production teams to sales and service personnel, ensuring all staff are skilled, informed, and accountable. Leveraging Customer Feedback to Fuel Continuous Improvement Customer feedback is a vital part of our integrated support system. Using Microsoft Customer Voice and on-site kiosks, feedback is captured at various touchpoints and logged into Intelex by any employee. The process then flows through the following stages: Feedback Entry – Sales, service, or support teams log customer insights or issues via desktop or mobile. Escalation & Review – Sales Directors review and assign investigations regionally. Root Cause & Corrective Action – Investigations are completed and action plans are tracked in Intelex QMS. Customer Follow-Up – Sales teams close the loop, rebuilding trust and ensuring satisfaction. Insights & Trends – Feedback data is analyzed in Power BI to identify recurring issues and improvement areas. This loop doesn't just drive improvements in product and service delivery—it gives our teams the insights they need to proactively engage customers, offer tailored solutions, and build long-term loyalty. The system also tracks safety observations in real time, creating visibility across leadership to identify trends and elevate safety, quality, and customer satisfaction. Strategic Supplier and Manufacturing Partnerships That Drive Results We maintain strong relationships with our key suppliers through regular business reviews, focusing on sales strategy, co-branded marketing, inventory planning, and new product innovation. These partnerships help drive initiatives like our "Good, Better, Best" product model, giving our sales teams flexible tools to meet varying customer budgets and technical requirements. In parallel, our procurement and manufacturing teams work in sync with sales and operations to ensure readiness and availability—an advantage that allowed us to maintain stable product flow even during pandemic supply chain disruptions. Our	*

		ability to even supply competitors during shortages underscores the reliability and resilience of our supply network. We also work closely with partners such as Livable Cities, Cubic, Ver-Mac, Plasticade, and Pexco to expand and diversify our product offerings. Our investments in manufacturing, rental fleet capacity, and legislative advocacy allow us to meet customers' growing infrastructure needs, both in scale and complexity. End-to-End Services That Reflect Our Integrated Approach Our full-service offering—from manufacturing and installation to rentals, design, and on-street support—means we're more than just a supplier; we're a true solutions partner. Our certified field technicians, traffic control experts, and project managers ensure each engagement is executed with precision, safety, and efficiency. Core service areas include: On-Street Traffic Control – Flagging, lane closures, detours, equipment deployment, and emergency response Rentals – High-quality traffic control products for short-term projects or events Design Services – Site-specific traffic accommodation plans, turning radii, detours, and more Installation – Permanent signage, barriers, crash attenuators, and pavement markings installed by certified professionals Conclusion ATS Traffic's integrated support system isn't just a set of tools—it's a strategic framework built to empower our people, partners, and processes. By aligning sales, service, manufacturing, and strategic partnerships through data, feedback, and operational excellence, we ensure every customer touchpoint delivers value, consistency, and quality.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Safety Certifications and Programs ATS Traffic is deeply committed to health and safety and maintains a strong internal safety culture. Our safety program includes: - COR Certification: Recognized in multiple provinces, COR (Certificate of Recognition) is a voluntary program that verifies a fully implemented safety and health management system that meets national standards. CORs (Certificates of Recognition). ATS Traffic holds active COR certifications in multiple jurisdictions, confirming that our organization has implemented an occupational health and safety management system that meets national and provincial standards. These certifications are held through Alberta Construction Safety Association (ACSA), British Columbia Construction Safety Alliance (BCCSA), Heavy Construction Safety Association of Saskatchewan (HCSAS), and Manitoba Heavy Construction Association (MHCA). COR certification is a critical credential for public infrastructure work and a core component of our internal safety program. - Internal Safety Training: All field staff receive in-house and third-party training on key safety practices. Courses include: Leadership for Safety Excellence Construction Safety Training System (CSTS) Fatigue Management WHMIS Load Securement First Aid Flag Person Training (ACSA) Radio Communication Training Workplace Violence and Harassment Awareness Respect in the Workplace Fit-for-Duty Monitoring - Safety Officers and Certifications: Our team includes Canadian Registered Safety Professionals (CRSP), Canadian Registered Safety Technicians (CRST), National Construction Safety Officers (NCSO), and NHSA-certified leaders (National Health and Safety Administrators). - Safety Management Systems: We use systems like Intelex QMS (Quality Management System) for real-time safety data, incident tracking, corrective actions, and proactive performance monitoring. fe Licensed to Operate We are fully licensed to operate across all provinces and regions in which we conduct business. This includes business licenses, contractor registrations,

transportation and fleet operating certifications, and municipal permits, all of which are maintained and reviewed regularly to ensure compliance. We also meet requirements for equipment operation, temporary traffic control, and work zone management as regulated by provincial and local authorities.

Associations
ATS Traffic is a respected leader in the traffic industry
and continues to work diligently with public programs
and member associations across North America. Our consistent involvement and financial
support (i.e: event sponsorship) has helped build our
reputation among these associations and the traffic
industry. Being active members of national and international associations allows ATS Traffic to stay current on evolving safety regulations, participate in industry leadership, and access high-quality training and information. Associations include:

ATSSA* – American Traffic Safety Services Association (*ATS Traffic were original members)
TAC – Transportation Association of Canada
ARHCA – Alberta Roadbuilders & Heavy Construction Association
ITS Canada – Intelligent Transportation Systems
AWWOA – Alberta Water & Wastewater Operators Association
ACSA – Alberta Construction Safety Association
APWA – American Public Works Association (state and provincial chapters)
Rural Municipalities of Alberta (RMA)
Association of Municipalities of Ontario (AMO), Saskatchewan Association of Rural Municipalities (SARM)
Saskatchewan Urban Municipalities Association (SUMA) and Association of Manitoba Municipalities (AMM)

These memberships provide our team with access to evolving industry standards, certification programs, workshops, and thought leadership opportunities.

Lean
ATS Traffic incorporates Lean methodology into its operational and administrative practices to drive continuous improvement, reduce inefficiencies, and maximize customer value. Our production leadership possess various levels of lean certifications (yellow belt, green belt, black belt, etc.), and they hold manual Lean White Belt Training for all staff as an introduction to the methodology. Lean focuses on streamlining workflows, improving safety, and eliminating waste, whether that's time, material, or unnecessary processes.

In our context, Lean practices are used to optimize areas such as equipment inventory management, order fulfillment, traffic control setup procedures, and administrative workflows. By applying tools like standard work procedures, visual management, and value stream mapping, we're able to deliver more efficient, consistent, and scalable service to our clients. This translates to faster response times, reduced costs, and higher service quality.

Advanced Government Services (AGS)
As a wholly owned subsidiary of ATS Traffic, AGS is fully aligned with our safety, licensing, and compliance programs. AGS operates under the same COR certification requirements, internal training protocols, and operational standards. AGS specializes in work zone services and is included in this proposal as a Responsible Supplier with the capability to support Sourcewell Participating Entities.

Certifications and Training
All AGS field personnel are state-certified traffic control specialists. Training is conducted through a robust in-house program led by the Corporate Trainer, supplemented with daily on-site instruction. AGS field staff are certified and compliant with:

OSHA and MUTCD (Manual on Uniform Traffic Control Devices) standards
Oregon and Washington flagging certifications
Work Zone Traffic Control (WZTC)
First Aid, CPR, WHMIS-equivalent protocols
Emergency response and job hazard awareness

AGS is a union signatory under LiUNA Local 737, ensuring its workforce is trained under standardized safety and labor agreements.

Associations and Recognitions
Member of ATSSA (PNW Chapter)
Vice-Chair, Women in Construction 2024–2025
Serves on the City of Seattle WMBE Advisory Council
Member of National Association of Minority Contractors (NAMC)

		2022 AGC Subcontractor of the Year	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A – ATS Traffic has not been subject to any debarments or suspensions within the past seven years. The company operates with integrity and adheres to the highest standards of compliance and accountability across all jurisdictions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	ATS Traffic Ltd. has been named a Platinum Club Member in the Canada's Best Managed Companies program for the third consecutive year. This recognition reflects over nine years of consistent excellence in business practices, organizational performance, and strategic growth. The Platinum status is reserved for companies that have maintained Best Managed status for seven years or more and have demonstrated outstanding leadership, innovation, and corporate culture. The Platinum designation brings additional benefits such as increased media exposure, exclusive branding rights, and expanded networking opportunities. More about Canada's Best Managed Companies program: Canada's Best Managed Companies program continues to be the mark of excellence for privately-owned Canadian companies. Every year since the launch of the program in 1993, hundreds of entrepreneurial companies have competed for this designation in a rigorous and independent process that evaluates their management skills and practices. The awards are granted on four levels: 1) Canada's Best Managed Companies new winner (one of the new winners selected each year); 2) Canada's Best Managed Companies winner (award recipients that have re-applied and successfully retained their Best Managed designation for two additional years, subject to annual operational and financial review); 3) Gold Standard winner (after three consecutive years of maintaining their Best Managed status, these winners have demonstrated their commitment to the program and successfully retained their award for 4-6 consecutive years); 4) Platinum Club member (winners that have maintained their Best Managed status for seven years or more). Program sponsors are Deloitte Private, CIBC, The Globe and Mail, Salesforce and TMX Group. For more information, visit www.bestmanagedcompanies.ca.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Percentage of sales from customers in the governmental sector in the past three years for ATS Traffic is roughly 50%. ATS Traffic is proud to serve 2200 cities, municipalities and other public sector organizations across Canada and the Pacific Northwest. Through our exclusive vendor partnerships, manufacturing certifications, and regional association memberships, communities are able to leverage our expertise and special pricing programs. Our stability, growth, and capacity allow us to deliver tangible services and products to clients.	*
22	What percentage of your sales are to the education sector in the past three years?	Percentage of sales from customers in the governmental sector in the past three years for ATS Traffic is roughly 20%. ATS Traffic has nearly 60 years of experience working with communities to create safer traffic conditions. We understand that educational spaces are vital to a healthy community and these properties deserve the highest quality products and service we can offer.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Active Group Purchasing Contracts ATS Traffic are authorized suppliers to public sector group purchasing associations. Kinetic GPO and Canoe Procurement Group of Canada are two national contracts that were awarded to ATS Traffic. The vetting process was extensive as we had to prove our financial stability/growth and showcase our capacity to deliver tangible services and products to municipal/public sector enterprises. Canoe Procurement Group of Canada ($2M CAD annually). Authorized Supplier of the Traffic Supply Program (Contract: CAN-2021-009-ATS Contract Valid Until: 31 Dec 2025) Kinetic GPO ($800k CAD annually). Awarded Contract for Traffic Control Products and Related Products and Solutions (RFSO Contract Number: 20-56 - February 1, 2021 to January 31, 2024 Contract extended through March 31, 2026, completing the fourth and fifth year of a five-year term contract).	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ATS Traffic does not currently hold any GSA contracts in the U.S. or federal Standing Offers and Supply Arrangements in Canada. However, we have been awarded various municipal, provincial/state, and federal contracts through competitive procurement processes and remain active in qualifying for future standing arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Tacoma (AGS Reference)	Jennifer Welch (AGS Reference)	253.396.3049	*
City of Seattle (AGS Reference)	Jack Nolan (AGS Reference)	206-684-0452	*
City of Calgary (ATS Traffic Reference)	Jeremy Croteau (ATS Traffic Reference)	403-650-0914	*
City of Burnaby (ATS Traffic Reference)	Mark Riekman (ATS Traffic Reference)	604-294-7206	
King County (AGS Reference)	Steve Barron (AGS Reference)	206-263-0310	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	ATS Traffic's experienced Sales and Customer Support team delivers localized products and services across Canada and the Pacific Northwest through an extensive network of branches. Our team members are well-versed in regional specifications and regulatory requirements and are continuously trained on the latest advancements in intelligent transportation systems. Empowered by cutting-edge tools—including Microsoft Dynamics CRM, Business Central ERP, Ecommerce platforms, and Customer Portals—our Sales team effectively manages customer accounts while delivering exceptional service and added value. Below is a breakdown of ATS Traffic's 66 Field Sales and Customer Support personnel, by branch location: Edmonton: 18 Calgary: 12 Grande Prairie: 1 Langley: 6 Kamloops: 3 Kelowna: 1 Prince George: 1 Surrey: 5 Regina: 5 Saskatoon: 3 Winnipeg: 5 Brandon: 3 Ottawa: 2 Mississauga: 6 Tacoma: 4 Portland: 1	*

Commitment to Responsiveness
We are committed to responding to clients as promptly as possible—both internally and externally. In cases where a delay is caused by pending internal input, we prioritize clear communication, ensuring clients are informed of when they can expect a follow-up. This commitment to transparency reinforces trust and demonstrates that their requests have not been overlooked.

Dedicated Support Across Divisions
To better serve our clients, ATS Traffic has established dedicated sales and support teams tailored to divisional membership relationships (e.g., RMA, SUMA, AMM) across Canada and the U.S. These teams provide:

Published contact lists

Transparent pricing on signage and installation services

Streamlined ordering and return protocols

Enhanced sales oversight and communication

This structure has improved service delivery and driven broader adoption of ATS Traffic's solutions.

Expert Engagement and Education
Our subject matter experts support customers with the latest innovations, including:

Solar Pedestrian Crossing & Lighting Systems

Traffic Reporting Tools

Intersection Detection Solutions

These experts engage through trade show participation, "lunch and learn" sessions, and on-site consultations. Whether addressing new technologies, product education, warranty concerns, or problem resolution, ATS Traffic representatives are readily available to assist clients and ensure a positive experience.

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ATS Traffic is a leading traffic safety and control solutions provider in North America, known for its extensive inventory, wide distribution network, and deep industry partnerships. As a premier distributor and exclusive partner for many top-tier manufacturers, ATS Traffic offers clients access to innovative, certified, and highly reliable work zone products from industry leaders such as Plasticade, Ver-Mac, Traffix Devices, 3M, OPTRAFFIC, RSS, and Pexco. These strategic relationships allow ATS to provide exclusive product lines, priority access to new technologies, and enhanced service support—giving customers a significant advantage in safety, efficiency, and compliance on the road. Here's a short overview of each of the listed companies that are recognized as leaders in work zone products: 1. Plasticade Overview: Plasticade is a U.S.-based manufacturer known for its durable and innovative traffic safety products. Their product range includes barricades, cones, signs, and channelizers. Plasticade emphasizes ease of deployment and storage, serving both temporary and permanent traffic control needs. 2. Ver-Mac Overview: Headquartered in Canada, Ver-Mac specializes in electronic traffic control solutions such as message boards, arrow boards, speed signs, and smart work zone systems. They are a leading provider of connected, solar-powered devices used in traffic management and road safety. 3. Traffix Devices Overview: Traffix Devices, based in the U.S., focuses on crash attenuation and traffic control devices. Their portfolio includes crash cushions, barrier systems, and truck-mounted attenuators. They are known for designing high-performance products that meet strict crash-test standards. 4. 3M Overview: A global science-based company, 3M offers a broad array of traffic safety solutions including reflective sheeting, road marking materials, and digital signage. Their innovations help enhance roadway visibility and driver guidance, especially in work zones and low-light conditions. 5. OPTRAFFIC Overview: Based in China and expanding globally, OPTRAFFIC manufactures intelligent traffic control systems like variable message signs, solar traffic lights, and radar speed signs. They are known for integrating smart technologies into transport safety solutions. 6. Road Safety Services (RSS) Overview: RSS is a provider of traffic control services and equipment in the U.S. market. They offer a wide range of services, from signage and barriers to full-service work zone setups, focusing on compliance, worker safety, and efficient traffic flow. 7. Pexco (Davidson Traffic Control Products) Overview: Pexco is a U.S.-based leader in channelization and delineation products. Through their Davidson Traffic Control division, they manufacture flexible guide posts, lane separators, and work zone channelizers, with a strong emphasis on visibility and durability. ATS Traffic offers the most comprehensive work zone and traffic safety product catalog in the world, backed by a robust supplier network and advanced, industry-leading supply chain practices. From high-performance traffic control devices to smart technology solutions and custom signage, ATS delivers unmatched product availability and logistical efficiency. This depth and reliability ensure that clients get what they need —when and where they need it—making ATS Traffic the trusted partner for safer, smarter roads across North America

28	Service force.	ATS Traffic and its wholly owned subsidiary, Advanced Government Services (AGS), together form one of the largest and most experienced traffic control service forces in North America. With over 700 employees across both organizations and 11 branches nationwide, our combined capacity provides unmatched coverage, depth of expertise, and flexibility to meet Sourcewell Participating Entities' needs on projects of all sizes and timelines. Service Force Resources Across ATS Traffic and AGS, our service teams are made up of: Certified Traffic Control Technicians Flaggers and Traffic Control Specialists Equipment Operators Signage and Barrier Installers On-Call Emergency Response Crews Traffic Engineers and TCP Designers Field Supervisors and Safety Officers Logistics, Maintenance, and Support Teams During peak season, AGS alone scales from 80+ to over 100+ trained field staff and does not subcontract, allowing us to maintain full quality control. As a union signatory under LiUNA Local 737, AGS ensures all crew members are compensated fairly and trained to industry-leading standards. ATS Traffic adds hundreds of additional certified personnel, with support available across Canada and the U.S. Training and Certifications Our crews are extensively trained to handle the deployment, maintenance, and supervision of traffic control equipment in high-speed, high-traffic, and urban environments. All field personnel hold required safety certifications, including: Flag Person Certification (e.g. ACSA, MUTCD-compliant) Construction Safety Training System (CSTS) Leadership for Safety Excellence WHMIS First Aid & CPR Load Securement Radio Communication & Two-Way Protocols Fatigue Management Fit-for-Duty Monitoring Respect in the Workplace Workplace Violence and Harassment Awareness AGS additionally operates an in-house training facility led by a Corporate Trainer, providing hands-on instruction, technical field courses, and continuous safety refreshers. We support employees in earning designations such as CRSP, CRST, and NCSO, and maintain COR certification across multiple provinces. Flagging Services Flagging is a core service offering provided by both ATS Traffic and AGS. All flaggers are state or provincially certified and trained in safe work practices, situational awareness, and emergency response. Our flagging personnel are experienced in working in complex, high-volume conditions and are equipped with PPE, radios, and mobile signage. AGS has been delivering exclusive on-call flagging services to cities like Tacoma and Multnomah County for over a decade and is trusted by municipalities for event traffic, emergency response, and full-lane closures. Capabilities Summary Fully in-house field teams with zero reliance on subconsultants 24/7 on-call and emergency response Daily, weekly, and long-term deployment capabilities In-house engineering and Traffic Control Plan (TCP) design Fleet includes TMAs, message boards, arrow boards, cones, barricades, and smart work zone devices Flagging crews ready for immediate dispatch in urban, highway, and event environments With a service force that combines the legacy strength of ATS Traffic with the local expertise and agility of AGS, we are uniquely positioned to provide scalable, safe, and responsive work zone services anywhere in North America.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Currently, Sourcewell members engage us either online or via sales or customer service calls, and we consult on their requirements to generate a quote or proposal. If the client wishes to proceed, we handle the transaction all the way through to delivery and installation. Once the transaction is completed, the invoice is routed through our billing and reporting processes. Our financial systems can generate reporting based on the Sourcewell Members terms of invoicing, with detailed information on product, service, installation and associated costs and taxes. Customer service or sales follows up on a regular basis to ensure satisfaction and determine if there are any additional or ongoing requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Regional Customer Service Professionals ATS Traffic's Customer Service Professionals (CSPs) are an experienced and well-trained team that assist our customers with inquiries for rentals, sales, service or support. Whether it's for an event in your community that would require traffic control measures, including set up for safe and efficient lane closures, traffic equipment installation services or on-call emergency traffic control, we have you covered. Every component, from sales and rentals to labour and traffic movement is handled in-house by our team of experts. Our Sales, Customer Service Providers, and management have also completed the highest level of certification through our in-house training program—run by our Corporate Trainers and designated staff who facilitate technical field operations courses for all staff, with ongoing, hands-on operational and product training. From Customer Service Professionals to our On-Street Technicians, we are certified and experienced in handling a wide range of traffic volumes and project scopes. We have designed and executed numerous traffic management strategies and our commitment is always to provide the safest and best-fit solutions for communities. In addition to our Sales and Services teams, our innovative and driven support teams, including Marketing, Technology and Procurement, are strategically aligned with our growing vendor partner network. As an example of the programs we offer our MASH customers, ATS Traffic provides RMA and its members with access to our Traffic Partner Program, designed to solve municipal traffic challenges and create a safer experience for people in motion. As a Traffic Partner, RMA/SARM members have access to over 15,000 products, dedicated sales and customer service teams, online ordering tools, and a full range of on- and off-site services.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ATS Traffic is fully equipped and committed to providing high-quality traffic safety products and integrated services to the U.S. municipal sector. With over 50 years of experience serving government and municipal clients across Canada, we bring a proven track record in delivering tailored solutions that meet local regulatory requirements, budget constraints, and community safety goals. Our ability to scale operations, combined with strategic partnerships and a robust supply chain, allows us to reliably source, deliver, and install traffic control products—from signage and barricades to smart work zones, intelligent transportation systems (ITS) and connected infrastructure technologies. ATS Traffic is actively pursuing expansion into the U.S. market and is prepared to align with municipal procurement processes, including prequalification requirements, Buy America(n) standards, and local labor compliance. We are committed to building lasting relationships with U.S. municipalities through responsive service, collaborative problem-solving, and innovative product offerings. Whether through direct sales, local partnerships, or public-private collaboration, ATS Traffic is ready and eager to support safe, efficient, and future-focused mobility across U.S. communities.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ATS Traffic is a trusted Canadian leader in traffic safety solutions, with over 55 years of experience partnering with municipalities from coast to coast. Our ability to serve the Canadian municipal market is rooted in a combination of deep industry expertise, nationwide infrastructure, and a uniquely integrated support system that spans sales, service, manufacturing, logistics, and strategic partnerships. Proven Capability Across Canada 1. National Footprint: We operate multiple full-service branches strategically located across Canada, including Alberta, British Columbia, Saskatchewan, Manitoba, and Ontario. Each location is equipped with local inventory, service teams, and project management resources to support municipal operations year-round. 2. Scalable Inventory and Manufacturing: With our in-house manufacturing and customization capabilities—including sign fabrication, traffic device assembly, and smart technology integration—we can fulfill high-volume orders while tailoring products to specific municipal standards and design requirements. 3. Certified Expertise: Our teams include certified traffic control personnel, engineers, and project managers who understand the complexities of municipal procurement, public safety, and compliance with standards such as TAC, MUTCDC, and provincial regulations. We also maintain prequalification with numerous provincial and municipal vendor systems. 4. Turnkey Solutions: ATS Traffic provides full lifecycle support—from planning and product selection to installation, maintenance, and ongoing service. Our Intelligent Transportation Systems (ITS), temporary traffic control services, asset tracking technologies, and permanent infrastructure offerings are all designed to reduce risk, improve efficiency, and enhance public safety. Commitment to Collaboration and Service We work closely with municipal stakeholders to understand their challenges and goals, offering proactive support and agile response times. Our willingness to collaborate is reflected in our long-term relationships with municipalities across the country, including work on major infrastructure projects, road safety programs, and community engagement initiatives. Built for Municipal Partnerships Bilingual service across many regions Emergency response readiness for rapid deployment of equipment and crews Flexible contracting models including standing offers, joint purchasing groups, and multi-year agreements ATS Traffic is ready, capable, and committed to supporting municipalities across Canada—not just as a supplier, but as a long-term partner in building safer, smarter, and more connected communities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Canada: ATS Traffic currently services all provinces and territories except Quebec. We maintain active operations and service capabilities across the rest of the country. United States: We currently offer full services to customers in Washington, Oregon, Idaho, Wyoming, Montana, and Alaska, with plans for continued expansion. While we do provide delivery and procurement services to customers outside of these states, full-service offerings are not yet available in other regions.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	ATS Traffic does not restrict access to our Solutions based on account type. All Participating Entities, regardless of type, will have full access to our offered Solutions if awarded an agreement. We are committed to equitable service and support for all eligible entities under the Sourcewell contract, ensuring consistent product availability, pricing, and service levels across all sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ATS Traffic does not impose any specific requirements or restrictions on Participating Entities located in Hawaii, Alaska, or U.S. Territories. All entities in these regions will have full access to our products. Standard considerations such as extended lead times and additional freight charges may apply due to geographic distance, but no limitations are placed on product availability or eligibility.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, ATS Traffic is willing to extend the terms of any awarded master agreement to qualified nonprofit entities under the same terms and conditions.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ATS Traffic will use a variety of marketing channels to promote this opportunity. To ensure new and existing customers are made aware of the partnership between ATS Traffic and Sourcewell, we would launch: • Monthly newsletters to existing customers who fit Sourcewell's target, as well as potential new customers we find through Zoominfo, our tool for finding new contacts by industry, location, and job title. • Bi-weekly social media posts to promote products beneficial to Sourcewell customers. • Google Ads campaigns to target potential customers by industry (municipalities, utilities, airports, schools, etc.) across North America. • Programmatic advertising campaigns through Multiview targeting current customers, potential customers who match current user profiles, website visitors, and email lists obtained through Zoominfo. ATS Traffic puts a strong emphasis on attending relevant tradeshows and events where our sales team can interact with new and existing customers face-to-face. This includes events across North America, targeting municipalities, utilities, and other relevant public sector customers. A look at our confirmed events can be found in the attached Marketing Plan sample. ATS Traffic are proud members of a variety of industry associations and participate in their respective trade shows and conference throughout the year. In 2024 alone, ATS Traffic Marketing and Sales representatives participating in over 90 events. ATS Traffic is fully committed and excited to participate in in-person events again over the coming years across the regions we serve. During the last few years, ATS Traffic's Marketing team has been able to create a calendar of strategic events that offer the most value to our customers, our company, and our partnerships. Sourcewell and other member-engagement events are at the top of this priority list for sponsoring and participation due to their high visibility and value offered to the delegates — majority of whom have a great working relationship with ATS Traffic and AGS. Our marketing strategy for promoting this contract opportunity is centered around our Intelligent Transportation Systems (ITS), Livable Community Solutions and Creating Safer Communities initiatives. With a dedicated portfolio of various value-added products and services designed for municipalities of all sizes, we have aligned our message to this audience in a way that specifically addresses their needs.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The ATS Traffic Online Store is a fantastic resource for customers- we've gathered product information, images, specifications, and applications, along with substitute and complementary products to make the shopping experience as seamless as possible. A chat feature allows store users to speak directly with an ATS Traffic representative, who is happy to assist with any questions. Ordering on the Online Store is simple – once your account is created, your customer-specific pricing is pulled through and displayed. Customers can view and manage past orders from one convenient place. ATS Traffic even has the capability to create a catalog of signs specific to a company or county – these hidden catalogs are visible only to selected users. ATS Traffic manages digital marketing campaigns on Google Ads and on social media (Facebook, Instagram, LinkedIn). We use Buffer to create, schedule, and share content across all our platforms, and monitor our performance to ensure we maintain high engagement with our audience. We also regularly email a subscriber list to let them know of any relevant promotions or events. To ensure we stay relevant in search results, we use SEMrush. This tool allows us to understand search terms potential customers use and how we can optimize our pages for those keywords, helping us rise to the top of the search results page. When creating new content or posts, we use SEMrush to determine the page structure and content. ATS Traffic captures leads and contact info through various forms on our website. Once entered, these details are passed through to our CRM, Microsoft Dynamics. Contacts are added to relevant email lists, while leads can be assigned to relevant account managers and tracked from initial inquiry to project completion. In addition to Microsoft Dynamics, we use ClickDimensions to further our marketing efforts – this tool allows us to create automated email campaigns. We use Zoominfo to grow our list of contacts – this tool helps us find contacts based on their location, company profile, and job title. Using Zoominfo, we can build a list of contacts sorted by industry (municipal, educational, utilities, for example) and target them through online advertising or send them our newsletter. We use MultiView to launch programmatic digital advertising campaigns which can target previous website visitors, email lists, and users whose browsing history aligns with ATS Traffic/AGS customers. We can also target emails found through- Zoominfo searches. These campaigns can be industry- and location- specific.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Similar to ATS Traffic's agreements with Canoe/Kinetic, Sourcewell customers would have their own dedicated price list for our full inventory. This price list would apply to all sales channels including purchases made on the online store, at our branches, over the phone, via email or forms fills on the website for a consistent, omnichannel experience. We can communicate and engage with your audience in a variety of ways, including our presence and participation in major industry events across Canada and the US, print and online distribution of our product catalogue and connecting with members and other industry professionals through the delivery of information in municipal association newsletters, e-updates, and publications. ATS Traffic's reputable and experienced Marketing team are responsible for planning and executing value-added content (brochures, case studies, white-papers, infographics, etc.); campaigns (social, direct mail, digital advertisements, etc.); website optimization and ecommerce. Therefore, any information that Sourcewell can provide in these related programs and events ahead of time can assist the ATS Traffic Marketing team in leveraging any Sorucewell marketing channel available to suppliers. Supporting the internal rollout for our Sales and support teams would also be a value that Sourcewell can provide our teams. Messaging around how customers can leverage their exclusive Sourcewell member pricing would be provided to customer facing ATS staff members who would also be briefed regularly on the particulars of the contract.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, ATS Traffic has an online store which facilitates the ordering of all traffic safety equipment, including signage, delineation, message and arrow boards, temporary barriers, and more. Our municipal customers have used the online store to order signage (which can be made custom to their county specifications), temporary delineation and other work zone essentials, traffic calming devices, and ITS solutions. The online store makes it easy to track and manage your orders, as well as monitor spending. Our new ecommerce website is built on a Canadian-made, industry-leading platform. We have focused our development efforts to streamline the order process and provide our customers with a seamless and user-friendly experience. Notable features and updates related to this contract include: Canoe Member Pricing: Account price lists automatically applied to users upon setup Automated Emails: Abandoned cart, reminders, promotional offers and more Tailored Experience: Depending on the region, users will have access to their provincial sign catalogue 'Branded Signs' category: This custom category is filled with signs unique to that customer. This category is currently being leveraged by large construction firms (branded work site signs) to municipalities and counties Ongoing Additions and Continuous Improvements: New products, related to this contract, that have recently been added to the store include: Street name blades, Ver-Mac smart work zone equipment, Dedicated Success Team: Our Customer Service Providers work in tandem with our Ecommerce Administrators (Marketing team) to assist our customers with account/user setup, order management, and ongoing support. We remain available for ongoing training and customization support for customers. Purchase Lists: One notable feature is the 'Purchase List' tool that can streamline navigation and ordering by creating a favorites list of products, either by saving these through the store or by importing an Excel sheet Chat tool and Support: Help documents, and articles are constantly being added. The ChatBeacon tool is managed by the store administrator (Digital Marketing Specialist) Customers also have the option of renting any work zone equipment they may need – this can be coordinated through our office, rather than the online store.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free one-on-one training for the ATS Traffic online store for users who wish to access it. This optional training includes how to order county-specific signs as well as our full inventory of traffic safety equipment: smart work zone equipment, delineation, pavement marking, temporary barriers, and more. ATS Traffic also offers free training with the purchase of any smart equipment including message and arrow boards, and automatic flaggers – this includes how to program your equipment on-site or remotely, scheduling, the use of any relevant software, and how to tow and set up your trailer. Similar training is offered for any ITS Solutions (school zone beacons, radar speed signs, etc.) ATS Traffic can perform maintenance and inspections on any smart traffic equipment we sell – costs vary. We also have the training and capability to handle any necessary repairs. Demos, Trials and Post Sales Support ATS Traffic is proud to offer our customers hands-on demos at either their site or at one of our locations. We also offer no-commitment trials where the solution can be installed at a location in the community for a time period. Once the trial period has elapsed, ATS Traffic can either remove the unit or the customer pays at that time. Further, throughout the sales process, our technical team will be available to streamline the onboarding and implementation. Educational Program - ATSU Our teams of product specialist are able to deliver tailored and engaging product training to a customer's team remotely or on-site. These engagements focus on the technical and safe operations of a product to overarching deployment strategies to get the most return on their investments. Quarterly Webinars ATS Traffic offers customer educational programs, in the forms of Lunch and Learns, Envisioning Sessions, and Webinars, tailored to the specific needs and product portfolio/ roadmap of the customer. Internally, our education department, ATS University (or ATSU), is solely dedicated to providing training and resources for Sales staff within our organization. Vendor performance and a centralized pricing model are also key components of our strategy to ensure maximum impact, and our Sales teams across our branches are provided with regular product training and education from our vendors.
42	Describe any technological advances that your proposed Solutions offer.	ATS Traffic and Advanced Government Services (AGS) are continuously evolving through the integration of advanced technologies, digital tools, and customer-focused platforms. From smart work zones to eCommerce and ERP systems, our solutions reflect a commitment to innovation that enhances customer experience, operational efficiency, and safety. Customer Support and Order Support Systems ATS Traffic has invested heavily in modernizing our customer support systems to ensure fast, informed, and personalized service. Our integrated ERP and CRM platforms provide our teams with real-time customer data, job status, and service histories. This system enables our Customer Experience and Inside Sales teams to streamline quote generation, order processing, and project updates, resulting in a significantly improved client experience. ATS Traffic Customer Portal Our custom-built ATS Traffic Customer Portal (powered by our TCR platform) provides clients with 24/7 access to a centralized hub for managing orders, rentals, and service delivery. This secure, self-serve system supports: Real-time order and service tracking Equipment rental oversight and scheduling Geo-tagged job progress and site updates Invoices, payment history, and project documentation Custom dashboards and reporting tools Designed to enhance transparency and reduce manual coordination, the portal empowers customers with the insights and tools needed to efficiently manage their traffic control projects from start to finish. Internal teams also use this system to ensure consistent job execution, field scheduling, and safety compliance — all in one platform. eCommerce Platform ATS Traffic's user-friendly eCommerce site allows for real-time browsing, quoting, and ordering of signage, equipment, and accessories. With pre-negotiated pricing and integrated contract terms for Sourcewell Participating Entities, the platform supports: Fast reordering of commonly used products Inventory visibility and fulfillment timelines Integration with corporate procurement workflows Digital quote-to-order conversion This self-serve model aligns with the needs of fast-paced operations and geographically dispersed customers.

Smart Work Zones (SWZ)
ATS and AGS deploy a suite of Smart Work Zone technologies, including:

Queue detection and warning systems
Automated Flagger Assistance Devices (AFADs)
Portable Changeable Message Signs (PCMS)
Radar speed display systems
Solar-powered detection and lighting
Remote monitoring and adjustment interfaces

These innovations improve driver awareness, reduce collision risks, and help agencies manage traffic flow dynamically. Our smart zone solutions are used on high-speed highways, construction corridors, and public events across North America.

Advanced Manufacturing and Signage Technology
As a 3M™ Certified Digital Fabricator, ATS Traffic uses fully automated, CAD-driven production processes to deliver high-visibility, durable traffic signage. With distributed printing capabilities across key branches, we've reduced turnaround times and transportation costs. Our regional hubs now produce core signage in-house to meet urgent municipal needs, with centralized facilities handling custom or specialty items.

We also manufacture permanent and temporary signs in-house for AGS deployments, ensuring fast job site readiness and full compliance with local requirements. *

ERP Transformation Initiative
ATS Traffic has launched a new enterprise-wide ERP system to automate and integrate processes across Finance, Procurement, Supply Chain, Manufacturing, and Sales. This project will:

Eliminate manual entry and reduce operational risk
Connect sales, inventory, and customer data in real time
Improve fulfillment speed, order accuracy, and reporting
Enable a fully enhanced eCommerce and client onboarding experience

The result is an agile, scalable infrastructure that supports our long-term growth and customer-centric model.

Digital Marketing and Brand Visibility
We've invested in multi-channel digital marketing to drive awareness, conversion, and retention. This includes:

SEO-optimized website and eCommerce
Paid campaigns on LinkedIn, Instagram, and Google
Digital job promotion and recruitment ads
Use of our Canada's Best Managed Companies Platinum status as a trust signal across marketing channels, including newsletters, proposals, email signatures, and fleet vehicles

Our social media marketing alone has reached over 978,000 users in the past year.

Recognition as a Best Managed Company
ATS Traffic's Best Managed Companies Platinum designation reflects our excellence in strategy, innovation, operations, and culture. This award has enabled:

Stronger partnerships and RFP wins
Enhanced internal systems, including new ERP and app tools
Improved recruitment and employee engagement
Increased trust from clients and industry partners

Our commitment to innovation is not only about adopting technology — it's about aligning it with strategy, customer needs, and sustainable growth.

Additional Innovations and Strategic Technology Integration
Beyond customer-facing platforms, ATS Traffic continues to invest in internal innovation and long-term digital strategy. This includes the adoption of Lean principles across departments to streamline operations, reduce waste, and enhance delivery speed. These continuous improvement practices are embedded into our ERP rollout, equipment handling, signage production, and field operations.

Following our acquisition of Interprovincial Traffic Services (ITS), we rapidly integrated their team and systems into our existing technology stack, including Microsoft Teams, Dynamics CRM, HR platforms, and our order management system. This seamless transition reflects our agility and ability to scale technology across newly onboarded teams.

We also recently launched our formal Intelligent Transportation Systems (ITS) product catalogue, which includes advanced traffic technology such as data collection sensors, smart signals, pedestrian safety systems, LED and blank-out signage, solar lighting, and intelligent

		access control. These solutions complement our Smart Work Zone offerings and reflect our continued expansion into connected infrastructure and smart city support. Internally, our commitment to digital excellence extends to employee learning and development. We deliver structured training through a corporate learning platform, supporting leadership development (e.g., SLII, Lean Six Sigma White Belt), technical certifications, and policy education. These tools help us maintain consistent safety and service standards at scale, particularly in high-demand, high-risk environments.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	ATS Traffic and Advanced Government Services (AGS) are committed to sustainable practices and environmental stewardship across all areas of operation, from procurement and product development to on-site service delivery and internal systems. These efforts are guided by formal environmental policies, supported by dedicated sustainability teams, and aligned with local, provincial/state, and federal regulations. ATS Traffic Environmental Initiatives 1. Green Purchasing & Sustainable Procurement ATS Traffic follows a formal Green Purchasing Policy, which prioritizes responsibly sourced, recyclable, durable, and energy-efficient materials. Our internal Sustainability Committee conducts an annual review of "Green Products" to guide procurement decisions and introduce more sustainable alternatives into our supply chain. 2. Sustainable Packaging and Manufacturing Use of recycled packaging materials and reduced screen printing Waste tracking across aluminum, wood, and sheeting Regional signage manufacturing to reduce emissions from transportation Decreased reliance on chemical-intensive processes (e.g., acid etching) 3. Digital Systems and Paperless Operations Enterprise systems such as Intelex, SalesPad, and the TCR portal enable fully paperless documentation for quoting, job tracking, billing, and reporting. This supports environmental goals while improving internal efficiency and collaboration. 4. Water and Waste Management Low-flow fixtures and energy-efficient HVAC in branches Segregated waste streams and on-site recycling at job sites PPE protocols for safe material handling and disposal Spill response and hazardous waste tracking as per federal TDG standards 5. Smart City and Livable Communities Solutions ATS Traffic supports sustainable urban design and active transportation through a growing portfolio of solar-powered lighting and guidance products. Under our Livable Communities program, we collaborate with municipalities to implement solar bollards, area lighting, and wayfinding infrastructure that enhances public safety and environmental performance. Examples include: IPL Solar Architectural Light Series – Modern, wide-area lighting for campuses, parks, and transit stations SCL and SCL2 Solar Area Light Series – High-efficiency lighting for bikeways, parking lots, sidewalks, and perimeter safety BFL Solar Street Light Series – High-output solar lighting for collector roads and plazas PLB & WLB Solar Bollard Series – Full cut-off, contemporary designs for pedestrian pathways and traffic control Amber Solar Bollard – Wildlife- and ecology-sensitive applications using amber lighting 6. Carbon Reduction and Energy Efficiency Carpooling incentives and fleet maintenance reduce transportation emissions Manufacturing shift consolidation lowers facility energy use Vendor partnerships with firms like First Light Technologies enable integration of premium, solar-powered systems across Canada 7. Industry Certifications and Compliance COR – Certificate of Recognition (BC, AB, SK, MB) CAA Certified traffic safety supplier WHMIS, TDG, and Canadian Environmental Protection Act compliance Conformance with municipal/regional sustainability bylaws and environmental permitting AGS (Advanced Government Services) Environmental Initiatives As a union-signatory and self-performing traffic service provider, AGS complies with all local and federal environmental standards in Washington and Oregon, including Portland Bureau of Transportation (PBOT) and WA State DOT regulations. 1. Equipment Efficiency AGS operates a modern fleet of TMAs, PCMS units, and AFADs, regularly maintained to reduce emissions and idling. Fuel-efficient practices and routing are built into daily deployment procedures.	*

		2. Material and Waste Minimization AGS internally manages its sign and device inventory to encourage reuse, reduce waste, and eliminate unnecessary packaging. In-house recycling programs are enforced across operations and staging areas. 3. Sustainable Deployment Practices Field supervisors oversee staging locations, containment strategies, and compliance with job-specific erosion control or environmental stipulations. These are aligned with: OSHA and DOT standards City of Portland Environmental Policies PBOT Sustainable Procurement Program State-regulated spill prevention and hazardous materials handling rules 4. Support for Project-Specific Sustainability Goals AGS regularly works with government clients on contracts that include green requirements, such as emissions reduction tracking, low-impact site staging, or sustainable signage specifications.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our proposal includes a range of solutions from manufacturers who are committed to sustainability, energy efficiency, and life-cycle design. The following third-party certifications and sustainability initiatives are associated with the included products: Plasticade: Most products, including cones, barrels, delineators, and barricades, are MASH-approved and MUTCD-compliant. Plasticade demonstrates a strong commitment to sustainability by reclaiming over 9 million pounds of rubber annually, equivalent to recycling approximately 750,000 tires. These recycled materials are used in car stops, curbs, and bases, supporting energy conservation and reducing environmental impact. Pexco: Products meet ASTM reflective standards and are MASH-approved (e.g., FG300 Curb Systems, T3B Barricades), with additional NTPEP evaluation for delineators, channelizers, and bollards. Pexco also provides product recycling programs, promoting circular lifecycle practices. SMA Technologies: The Hercules crash cushions exceed MASH Level 3 performance standards, ensuring robust impact protection and compliance with advanced safety criteria. TrafFix Devices: The Scorpion Truck Mounted Attenuator exceeds NCHRP-350 and UKTD49 (110 km/h) standards, demonstrating superior crash attenuation performance beyond required benchmarks. Ver-Mac: The Automated Flagger Assistance Device (AFAD) is fully MUTCD-compliant, supporting safe, energy-efficient alternatives to traditional flagging operations. BarrierGuard: The Barrierguard800 is MASH-approved, meets NCHRP 350, and is made from 100% recyclable all-steel content, contributing to sustainable construction practices. OPTRAFFIC: All work zone signage and equipment meet MUTCD and provincial standards, ensuring regulatory compliance and safe, energy-efficient traffic control. These certifications and sustainability practices reflect our commitment to providing solutions that not only meet the highest safety standards but also contribute to environmental stewardship through recycling, material efficiency, and life-cycle conscious design.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ATS Traffic and Advanced Government Services (AGS) provide Sourcewell Participating Entities with a uniquely scalable, safety-first, and vertically integrated traffic management solution. What sets us apart is our ability to combine national reach with deep local expertise, all underpinned by our investments in people, technology, infrastructure, and supply chain resilience. Safety Safety is the foundation of everything we do. ATS Traffic and AGS are COR-certified across multiple provinces and jurisdictions, with rigorous internal safety programs that go beyond minimum regulatory standards. Our crews are trained in WHMIS, TDG, ACSA flagging, fatigue management, and fit-for-duty monitoring. Field operations are supported by digital tools like Intelex QMS and real-time job tracking through our TCR platform. This ensures a consistent, compliant, and proactive safety culture that protects both the public and our crews, a critical differentiator when working on public-sector projects. People With more than 700 employees across North America, including 100+ certified traffic control professionals, ATS Traffic and AGS have the capacity to scale quickly without relying on subcontractors. Our people are union-supported (AGS – LiUNA Local 737), regularly trained through internal leadership and safety programs, and supported by a corporate learning platform. We also lead the industry in DEI initiatives and employee retention practices. This investment in people translates to consistent service, stronger customer relationships, and reduced risk for Sourcewell entities.

Operations
We operate a hub-and-spoke model that enables centralized control with regional flexibility. Our 11 ATS branches (plus AGS facilities) are strategically positioned to support urban and rural projects, emergency response, and long-term municipal contracts. Our operations are supported by proprietary digital systems (TCR, ERP, CRM), giving Sourcewell members enhanced visibility into their orders, rental activity, and field services.

Resources and Scope
ATS Traffic and AGS together offer one of the most comprehensive scopes of traffic safety and control services available through a single contract:

Equipment rentals (signs, cones, PCMS, TMAs, AFADs)
On-call and long-term flagging
Traffic Control Plans (TCPs) and engineered drawings
Permanent and temporary signage (manufacturing and installation)
Smart Work Zone (SWZ) deployment and support
Livable Communities and solar-powered safety infrastructure
24/7 emergency services

Whether it's a municipal crosswalk project or a province/state-wide lane closure program, our resources are fully scalable and ready to deploy.

Supply Chain and Inventory Management
We maintain a national inventory network, supported by local warehouses, ERP-connected stock tracking, and dedicated logistics personnel. Our regional sign manufacturing hubs reduce lead times and transportation emissions. As a 3M™ Certified Digital Fabricator, we can meet high-volume and custom signage needs with minimal turnaround. For Sourcewell members, this means dependable availability of critical safety products and fewer procurement delays.

Management and Buying Power
As a Platinum Member of Canada's Best Managed Companies, ATS Traffic has the operational maturity, financial strength, and leadership structure to execute contracts with consistency and accountability. Our financial systems, ERP implementation, and strategic planning capacity ensure stable performance even during high-demand periods. Our centralized management team includes cross-functional leadership in safety, finance, operations, and procurement, all working to streamline service delivery and continuous improvement.

Vendor Agreements and Product Exclusivity
ATS Traffic holds exclusive distribution agreements with several manufacturers, including:

Premier Ver-Mac Distributor (Western Canada)
First Light Technologies (solar-powered bollards and area lights)
North American exclusive supplier for select message board and arrow board products
CAA Certified provider, a mark of quality and consumer trust

These vendor relationships provide Sourcewell Participating Entities with access to exclusive technologies, premium product lines, and favorable pricing that cannot be matched by general distributors or single-service firms.

Summary
ATS Traffic and AGS offer Sourcewell a uniquely integrated, self-performed, and scalable traffic control solution, built on safety, powered by technology, and backed by decades of public-sector experience. From our people and operational scale to our vendor relationships and inventory strength, we are positioned to deliver dependable, cost-effective, and forward-thinking solutions for Sourcewell Participating Entities across North America.

46	Describe whether any of your products are produced from recycled products intended to minimize the carbon footprint and protect the environment.	Several of the products included in our proposal are produced using recycled materials, directly supporting efforts to reduce carbon emissions and promote environmental sustainability: Plasticade: Plasticade manufactures a wide range of traffic safety products using reclaimed rubber, including car stops, curbs, bumpers, and weighted bases for cones, barrels, and delineators. Each year, the company recycles over 9 million pounds of rubber, equivalent to approximately 750,000 tires, significantly reducing landfill waste and supporting conservation of energy and natural resources. BarrierGuard: The Barrierguard800 steel safety barrier is constructed from 100% recyclable steel. The use of recyclable materials not only reduces the demand for virgin resources but also supports long-term environmental sustainability through end-of-life material recovery. Pexco: In addition to manufacturing products that undergo strict compliance testing, Pexco offers recycling programs for its products, enabling customers to participate in closed-loop lifecycle practices that minimize waste and environmental impact. Signage by ATS Traffic: ATS Traffic is fully committed to exceeding our customers' environmental requirements in a manner that ensures a clean and healthy environment. We believe it is both responsible business practice and our duty to protect the natural resources of the communities we serve. In alignment with this philosophy, we conduct all operations in an environmentally responsible manner that protects the public, our employees, and subcontractors, while fully complying with all applicable environmental laws and regulations. As part of our sustainability strategy, ATS Traffic has implemented LEAN sign manufacturing processes to enhance efficiency, reduce material waste, and minimize energy use. This approach supports our goal of continuous improvement in environmental performance by streamlining production, reducing overproduction, and optimizing resource utilization. Key elements of our environmental commitment include: • Minimizing and mitigating adverse environmental impacts through proactive planning and response. • Recycling and reusing waste materials wherever feasible to reduce landfill dependency. • Practicing continuous improvement in efficiency and environmental processes. • Implementing preventative maintenance on equipment to reduce emissions and eliminate unnecessary idling. • Encouraging carpooling and promoting environmentally friendly commuting options for staff. • Providing training and accountability for all employees to ensure responsible waste handling, disposal, and compliance with environmental policies and standards. As part of our General Waste Management program, ATS Traffic: • Estimates and plans for waste generation before project commencement to reduce onsite waste. • Encourages proper segregation of waste to increase opportunities for recycling or reuse. • Coordinates with clients for appropriate disposal or removal of waste and scrap materials. • Provides clear guidance and equipment (such as PPE and labeled receptacles) to ensure safe and environmentally conscious handling of waste on every site. These initiatives reflect our continued dedication to minimizing carbon footprints, sustainability, operational efficiency, and environmental protection across all aspects of our work.

47	Describe certifications your products hold related to safety such as MASH (Manual for Assessing Safety Hardware), DOT (Department of Transportation) state approvals, ASTM (The American Society for Testing and Materials) standards, MUTCD (Manual on Uniform Traffic Control Devices), and others.	The products included in our proposal are sourced from trusted manufacturers whose solutions are rigorously tested and certified to meet or exceed recognized safety standards. These certifications ensure high performance, regulatory compliance, and user protection across a wide range of traffic safety and control applications. Relevant certifications include: MASH (Manual for Assessing Safety Hardware): Multiple products are MASH-approved, indicating compliance with current federal crash testing standards. These include: Plasticade channelizing devices such as cones, delineators, barrels, and barricades. Pexco's FG300 Curb Systems and T3B Barricades. SMA's Hercules crash cushions, which exceed MASH Level 3 standards. The Barrierguard800 steel barrier system. MUTCD (Manual on Uniform Traffic Control Devices): Several products meet MUTCD compliance requirements for visibility, performance, and usage in roadway applications, including: Plasticade's and Ver-Mac's flagging and channelizing equipment. Optraffic's work zone signage and equipment. Ver-Mac's Automated Flagger Assistance Device (AFAD), which is fully compliant with MUTCD standards. DOT and State Approvals: Products such as the Scorpion Truck Mounted Attenuator by TrafFix Devices are certified to meet and exceed NCHRP-350 (National Cooperative Highway Research Program) and UKTD49 (110 km/h) crash test standards, fulfilling and surpassing both U.S. and international safety benchmarks. ASTM (American Society for Testing and Materials): Pexco's reflective materials meet all relevant ASTM standards, ensuring high visibility and durability in diverse weather and road conditions. NTPEP (National Transportation Product Evaluation Program): Pexco's delineators, bollards, and channelizers undergo NTPEP evaluation, a nationally recognized program that tests and verifies the performance of transportation materials.

48	List any associations or memberships your company holds such as ATSSA (American Traffice Safety Services Association), AASHTO (American Association of State Highway & Transportation Officials), IRF (International Road Federation), FHWA (Federal Highway Administration), and others. Include benefits of membership from those you are affiliated with and what value those benefits may bring Sourcewell participating agencies (training and certification programs, information sharing regarding evolving policies, etc.)	Associations ATS Traffic is a respected leader in the traffic industry and continues to work diligently with public programs and member associations across North America. Our consistent involvement and financial support (i.e: event sponsorship) has helped build our reputation among these associations and the traffic industry. Being active members of national and international associations allows ATS Traffic to stay current on evolving safety regulations, participate in industry leadership, and access high-quality training and information. Associations include: • ATSSA* – American Traffic Safety Services Association (*ATS Traffic were original members) • APWA – American Public Works Association (state and provincial chapters) • TAC – Transportation Association of Canada • ITE and ITE Canada (Institute of Transportation Engineers) • ARHCA – Alberta Roadbuilders & Heavy Construction Association • ITS Canada – Intelligent Transportation Systems • AWWOA – Alberta Water & Wastewater Operators Association • ACSA – Alberta Construction Safety Association • RMA -Rural Municipalities of Alberta • AMO - Association of Municipalities of Ontario • SARM - Saskatchewan Association of Rural Municipalities • SUMA - Saskatchewan Urban Municipalities Association • AMM - Association of Manitoba Municipalities These memberships provide our team with access to evolving industry standards, certification programs, workshops, and thought leadership opportunities. As a long-standing leader in the traffic safety industry, ATS Traffic is proud to maintain active membership in numerous respected national and regional associations across North America. These affiliations provide valuable access to training, certification programs, policy updates, and emerging best practices—benefits that are directly passed on to Sourcewell Participating Entities through our Solutions and expertise. Benefits of Our Association Memberships Include: Up-to-Date Industry Knowledge: Through associations such as ATSSA, ITE, and TAC, we remain informed of evolving safety standards, regulatory changes, and transportation trends. This ensures that Sourcewell Participating Entities receive guidance and products that are current, compliant, and effective. Training and Certification Access: Many of our affiliated organizations, including ACSA, ITS Canada, and APWA, offer high-quality professional development, safety certifications, and technical training. ATS Traffic leverages this access to continually enhance our team's capabilities, ensuring Participating Entities work with well-informed, certified professionals. Policy and Regulatory Insight: Our involvement in associations such as TAC and RMA enables us to contribute to, and stay informed on, discussions around public policy, infrastructure funding, and municipal needs. This insight supports our ability to help Participating Entities navigate regulatory landscapes and plan compliant, future-ready solutions. Innovation and Product Development: Membership in ITS Canada and similar forward-thinking associations connects us to the latest innovations in intelligent transportation systems. This allows us to integrate advanced technologies into our offerings—benefitting Participating Entities seeking modern, efficient solutions. Community and Municipal Understanding: Engagement with regional associations such as AMO, SUMA, SARM, and AMM deepens our understanding of the unique challenges and needs faced by local governments, enabling tailored support for Participating Entities across diverse geographies. By participating in these associations, ATS Traffic not only enhances our own capabilities but also brings added value to Sourcewell Participating Entities through knowledge-sharing, certified expertise, and access to evolving standards and innovations in the traffic safety space.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	

49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Advanced Government Services (AGS), a woman-founded and currently minority woman-led company, has been in business since 2003. In 2016, Arti O'Brien followed her dream of becoming an entrepreneur and purchased AGS from its original founder. Born in Tanzania, Africa, Arti's life experiences prepared her to become the successful businesswoman that she is today. Ms. O'Brien has over 30 years of leadership experience across diverse industries, focusing on delivering innovative and reliable traffic control solutions. Under her guidance, AGS has become a trusted name and has earned high credibility in the industry by General Contractors and various Government Agencies. AGS provides end-to-end traffic control services, rents and sells traffic control equipment, and provides Intelligent Transportation Systems (ITS) throughout the Pacific Northwest. Ms. O'Brien is a key figure in the traffic control industry; from the City of Seattle to Pierce County to the Washington State Department of Transportation and liaising with the state governor, she has been involved at every level. In deciding to make the leap from Corporate America to running an entrepreneurial traffic control company in the construction industry, Ms. O'Brien had three goals in mind: 1. To fulfill her lifelong dream of being an entrepreneur. 2. To mentor and coach people starting out in the industry. 3. To successfully grow the business. Ms. O'Brien knew that she could not do it alone but would need to involve herself in the construction industry and be a vocal member of the DBE community. To that end, Ms. O'Brien has devoted her time and industry expertise to various volunteer roles, including but not limited to: • WSDOT DBE Advisory Council: DBE Representative - 2017 to present. • WSDOT – Associated General Contractors (AGC) Administration - 2021 to present. • Founding member of USI Committee (Union, Senators, and Industry) Safety Council. • NAMC Washington in 2018. • NAMC Oregon member in 2021. • Minority Business Development Agency (MBDA), Tacoma member. • ODOT DBE Advisory Council: 1st year DBE Representative from 2020–2023. • Protégé in WSDOT's DBE Mentorship Program with Atkinson Construction. • City of Seattle, WMBE Advisory Council, Committee Member - 2024 to present. • ATSSA Board of Directors, Pacific Northwest Chapter. • National Association | Women in Roadway Safety - Co-Chair.	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see Line Item 49 Comment.	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see Line Item 49 Comment.	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*

56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Having graduated from the Disadvantaged Business Enterprise (DBE) program in 2023, Ms. O'Brien continues to be a strong supporter of the DBE Program and influential leader within the traffic control industry. Ms. O'Brien is also associated with the Oregon Department of Transportation's (ODOT) Urban Mobility office. She is often mentioned as a leader or key figure within the department, particularly regarding transportation projects like the I-205 improvements project, which focuses on safety measures within the work zone. In addition to building and promoting a diverse workforce, Ms. O'Brien personally helped to mentor and coach female flaggers to become Traffic Control Supervisors (TCS). AGS is also a strong advocate in providing second chance opportunities for individuals who have been formerly incarcerated. Ms. O'Brien often proudly states that some of AGS's best TCS's are female and/or second chance individuals. As a DBE graduate, Ms. O'Brien continues to promote and support DOT DBE offices in their efforts to achieve their mission of building capacity and creating sustainable businesses upon graduation from the DBE Program and providing employment opportunities to under-represented and disadvantaged individuals. Ms. O'Brien continues to support various efforts which seek to promote a diverse workforce. In 2023, Ms. O'Brien worked with the Washington Minority Business Development Agency (MBDA) office to present a DBE/MBDA Community Workshop Training Seminar with Tucci & Sons with over 12 current and aspiring DBE traffic control companies and shared her experiences about how she grew AGS 5x from 2016 to present. Out of the 12 DBE traffic control companies, over 60% were black owned businesses. Ms. O'Brien was also featured at Governor Jay Inslee's Governor's Results Washington Initiative - she spoke at a results presentation for Small Business Sector Growth and Supplier Diversity, addressing the hurdles faced by minority small business owners and how AGS has overcome them to be named the Subcontractor of the Year by the Association of Government Contractors.	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see Line Item 49 Comment.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Payment terms are Net 30 days. ATS Traffic accepts checks, electronic fund transfers, and all credit/ procurement cards.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Although ATS Traffic does not offer standardized leasing or financing options for this product scope, we are flexible in developing alternative leasing, financing, rental or rent to own requirements for major purchases if necessary.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See Quote and Invoice documentation attached.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes – ATS Traffic accepts P-card payment options with no additional administrative costs to Sourcewell for this service.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is based on providing Sourcewell Members with discounts designed for municipal verticals in Canada and the US Pacific Northwest across all product lines and the value-added components associated with service, delivery and warranty provisions. Our pricing model is based on providing Sourcewell Members with discounts designed for municipal verticals in Canada and the US Pacific Northwest across all product lines and the value-added components associated with service, delivery and warranty provisions. The pricing offered is a specific discount off list approach, where manufacturing and supply chain leverage our purchasing power and strong vendor relationships to provide the lowest landed cost in our procurement systems. Resale Items are based on Municipal market discounts off list depending on economic conditions, regional specifications, and strategic growth strategies in communities where we are attempting to garner market share. Please see attached Pricing.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing models for this scope of services is based on a 50% discount off list for all manufactured goods (signage, barricades) and 25% off list for all re-sale items (delineators, cones, barrels).	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	ATS Traffic currently offers a range of quantity and volume rebates within specific product or manufactured items contracts negotiated with our customers. Typical examples would include three thresholds of 1%, 2%, 3% rebates on spend based on annual spend. These arrangements are usually negotiated directly with the client depending on their requirements.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	To accommodate our client’s requirements, we are often asked to provide items outside of our contracted scope to provide a single source option for a project or ongoing supply requirement. We have implemented a structured method that provides transparency, efficiency, and value for all parties involved that is based on a cost+20% flow-through pricing model to cover corporate overheads. These are quoted to the customer as a separate line item and clearly communicated as part of the transactional process with the customer.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our installation services (if required by the client) can, from time to time, run into potential additional charges associated with in-ground installs and locates. If a quote has been issued based on customer provided information but locates determine underground hazards or frozen ground requiring additional hydro-vac services, this can be an additional charge depending on the circumstances. Our estimating and install teams communicate these potential issues well in advance of the installation date to ensure the client is aware of the risks before proceeding, and our installation quotes clearly identify that the price does not include additional costs (i.e. hydrovac services.)	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	ATS Traffic’s shipping strategy is based on regional distribution for available inventory on hand from closest branch to customer. Custom manufactured or configured products ship direct from central manufacturing. ATS Traffic uses the most economical freight carrier based on size and weight of order, required timeframe, and/or specialized shipping requirements for technology solutions for quoting freight charges, and provides a flow through mark-up of 20% as a separate line item on the invoice. If the client prefers their own carrier, ATS Traffic will provide no charge service to engage that carrier and use the customer’s account to ship the goods to destination.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ATS Traffic has multiple locations across Canada and the Pacific Northwest that utilized managed inventory and delivery to regional customers. For locations outside of these regions, ATS Traffic will facilitate delivery options including brokerage and other fees, to provide total cost shipping options to our clients in Alaska, Hawaii, or other offshore locations.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our regional distribution centers stock the most common inventory to minimize distance shipped to the customer and we leverage our supply chain relationships with carriers and our customer's carriers to ensure we are getting the best rates based on overall volume of shipments. Our sales and support teams encourage our clients on best practices to minimize freight – reducing multiple monthly orders by "batching" requirements if possible, maintaining a standard stock on hand at their location for emergency requirements that is replenished quarterly to reduce rush shipments, and engaging the customer on their demand cycles to ensure they have stock on hand during their busy seasons.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	ATS Traffic utilizes centralized enterprise-wide pricing and customer relationship tools (Dynamics 365-based) to maintain consistent pricing and service levels across our customer network. Supply Chain integration with our estimating tools and customer order entry systems ensure that customer-service staff have real time visibility on inventory availability, preferred or contracted pricing models and customer shipping and delivery requirements. These tools provide both visibility and compliance across our locations, including quoting and order history, spend analysis and historical order details for communication to Sourcewell for administration fee submissions as required	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	ATS Traffic provides both ad-hoc and scheduled reviews, or Vendor Performance Reports, designed to provide our clients with updates on our relationship, service and pricing model updates, pricing effectiveness, spend analysis and billing volumes, sales and customer service team updates, service levels, notable activity, upcoming events/initiatives and jointly discussed objectives moving forward for the next reporting periods. We believe this provides both transparency and effectiveness in meeting the objectives of our mutually beneficial relationship.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ATS Traffic is proposing a 3% administrative fee. Our finance department has the existing tools and reporting/submitting tools already in place to integrate Sourcewell into our invoicing and rebate processes. All Sourcewell clients will be assigned a specific class ID in our system with specific pricing sheets and discounts attached to their profiles. This facilitates both spend analysis, complete with product and services skus, contact information, shipping and other freight details and summary reporting tools. ATS will be able to provide this summary information on a monthly or quarterly basis (as required) to Sourcewell for tracking and administrative fee purpose	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The products and pricing included in the attached Pricing are for review purposes only and represent a limited sample of our offerings. Prices may vary by volume, customization, and project scope. Availability and specifications may differ based on location. Final pricing will be confirmed through consultation and formal quotation, or contract. Prices exclude freight, shipping, and applicable taxes.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the	ATS Traffic is pleased to present a comprehensive lineup of temporary traffic control	

	Solutions offered, including used Solutions if applicable, offered in the proposal.	and work zone safety solutions in response to the Sourcewell RFP for Roadway Work Zone: Safety and Traffic Management Equipment Equipment and Related Products. As leading traffic safety provider with operations across North America, ATS Traffic offers turnkey solutions that span equipment supply, rentals, services, and smart technology integration—all designed to maximize safety and efficiency in temporary work zones. ATS Traffic provides a comprehensive array of Solutions that span across the full spectrum of temporary traffic control and work zone management. Below is a detailed description of all solutions offered, including new and used equipment where applicable: 1. Traffic Control Services ATS Traffic provides turnkey traffic control solutions from design to on-site implementation: Lane Closure & Detour Services Full-service traffic accommodation including municipal and highway closures, detours, and construction access planning. Equipped for emergency, event, and maintenance projects. Flagging Services Certified in-house trained flaggers. Available for both urban and remote projects. Supports manual control and AFADs (Automated Flagger Assistance Devices). Equipment Deployment & Maintenance Includes set-up, inspection, repair, and on-call support for all rental and customer-owned equipment. 2. Rentals – New and Used Equipment For temporary projects or events, ATS Traffic offers a large fleet of rental equipment: Message boards & arrow boards Crash attenuators Traffic signals & lights Sign stands Barricades, barriers, cones, drums, and delineators Traffic calming equipment Trench shields & confined space solutions Used Solutions: While not directly listed, ATS Traffic's wide-scale operations often include refurbished and inspected rental fleet items that serve as cost-effective used solutions, especially for municipalities or contractors seeking budget-conscious options. 3. Traffic Design Services ATS Traffic's Traffic Planning Division specializes in: Traffic Accommodation Plans (TCPs & TMPs) Vehicle turning radius analysis Detour route optimization Work zone & special event plans Parking lot and staging design All plans are jurisdiction-specific, ensuring full compliance with provincial and municipal regulations. 4. Installation Services Certified teams install ATS-supplied products across various categories: Permanent barriers (e.g., W-Beam, CASS, Cable Safety Systems) Temporary barriers (e.g., TL-1/TL-2 Water Walls, Lo-Pro Barricades) Impact attenuators	

Road signage, posts, pavement markings, reflectors, curbs/stops, and bollards

Note: All installations adhere to TAC and regional specifications with a strong emphasis on safety and precision.

5. Sign Manufacturing
As a 3M™ Authorized & Certified Digital Fabricator, ATS manufactures high-performance signage:

Regulatory, guide, specialty, and branded signs

Street name blades, wayfinding, parking, and rural address signs

Uses Diamond Grade™, HIP, EG reflective sheeting

Materials include aluminum, plywood, coroplast, and magnetics

Also offers custom digital prints and overlay films for graffiti and UV protection.

6. Intelligent Transportation Systems (ITS)
ATS provides cutting-edge smart traffic technology, including:

Radar speed signs, LED-enhanced signage, and beacons

Detection systems (vehicle, bicycle, pedestrian)

Cabinets & controller components

Pedestrian safety solutions: crosswalk pushbuttons, APS, rapid flashing beacons

Smart access control: blank-out signs, dynamic signage, lighting

These systems are tailored for crosswalks, traffic calming, and remote access control scenarios.

7. Work Zone & Temporary Traffic Control Solutions
This core product group includes:

Barricades and temporary fencing

Crash attenuation systems

Portable signage and message boards

Delineators, cones, drums

Sign stands and mounts

Work zone detection and communication tech

ATS also provides confined space safety equipment for trenching and underground work zones.

8. Specialty Safety Signage and Markings
Custom solutions for facilities and job sites:

Workplace signs: danger, caution, muster points

Parking lot infrastructure: signs, speed bumps, curbs, thermoplastic markings

Digital decals and graphics for branding or directional messaging

9. Online Store & Digital Support
ATS Traffic offers:

Shop.ATSTraffic.ca with exclusive pricing for municipalities

Easy access to new signage, parts, and rental requests

Digital design consultations and product quotes

10. Complementary Solutions & Services
Aligned with Sourcewell's scope, ATS also delivers:

Temporary speed bumps

		Traffic calming solutions Rumble strips Smart work zone packages Temporary pedestrian access routes (TPAR) Hazardous vehicle mitigation products Traffic inspections, project consulting, and plan design Summary ATS Traffic is more than a product supplier — it's a full-service, vertically integrated partner for traffic control and work zone management. From used crash barrels and rental barricades to custom signage manufacturing and ITS deployment, ATS delivers turnkey safety solutions with unmatched scale, quality, and expertise. Let me know if you'd like this turned into a formatted proposal or used in a bid response.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our offering is built on more than five decades of field experience and is supported by the extensive inventory and capabilities showcased in the "Work Zone & Temporary Traffic Control" section of the ATS Traffic 2025 Product Catalogue (pages 205–231). This section details a broad range of compliant and field-proven products, including crash attenuation systems, barricades, delineation devices, portable signage, traffic calming solutions, and connected smart work zone technology. Every solution we deliver is backed by our deep understanding of regional standards, rigorous safety compliance, and a commitment to quality and reliability. From municipal lane closures to smart queue warning systems, ATS Traffic is uniquely positioned to serve Sourcewell members with industry-leading products, services, and expertise. The following subcategories represent ATS Traffic's key work zone product and service offerings aligned to the Sourcewell contract scope: 1. Channelizing Devices Includes a wide range of products designed to guide and control vehicle and pedestrian movement through temporary work zones. Products include: Traffic Cones (various sizes and weights) Delineators and Reflective Guideposts Drums, Barrels, and Bollards Reboundable and Fixed-Mount Channelizers Bases and Reflective Sheeting Options 2. Crash Attenuation Systems Temporary and mobile solutions engineered to absorb energy and reduce the severity of vehicle impacts in work zones. Products include: Truck- and Trailer-Mounted Attenuators (TMAs) Water-Filled and Sand-Filled Crash Barrels Guardrail End Treatments TL-1, TL-2, and TL-3 Rated Crash Cushions Deployment and Maintenance Services 3. Temporary Barriers & Barricades Exclusive to temporary use for traffic separation, redirection, and pedestrian protection. Products include: Temporary Concrete and Water-Filled Jersey Barriers Steel Barriers (e.g., BarrierGuard 800) Lo-Pro Airport Barricades Work Zone Barricades (Type I, II, III)

Temporary Fence Panels, Screens, and Gates

4. Work Zone Signage & Messaging Systems
Portable signage and dynamic messaging devices used to communicate temporary traffic conditions.
Products include:

Variable Message Signs (VMS)

Portable Changeable Message Boards (PCMS)

Arrow Boards

Speed Awareness Radar Signs

Flashing Warning Beacons and Lights

Sign Stands and Portable Signage Systems

Portable Traffic Signals

5. Smart Work Zone Technology
Connected devices and solutions for real-time monitoring, data collection, and driver alerts.
Systems include:

Radar Vehicle Detection & Data Collection

Real-Time Queue Warning Systems

Work Zone Alert & Notification Devices

Bluetooth Travel Time Systems

Crosswalk & Pedestrian Alert Systems

LED-Enhanced Warning and Regulatory Signs

Remote Monitoring and GPS Asset Tracking

6. Flagging Equipment & Certified Flagging Services
Solutions for manual and automated flagging in compliance with provincial and federal regulations.
Products and services include:

Manual Hand Signaling Devices and Flags

High-Visibility Safety Apparel

Automated Flagger Assistance Devices (AFADs)

Certified In-House Trained Flagging Crews

Deployment and Supervision

7. Traffic Control Rentals (New & Used Inventory)
A wide-ranging rental fleet for short-term projects, emergencies, or seasonal demand.
Rental items include:

Cones, Drums, Barricades, and Barriers

Crash Attenuators

Portable Traffic Signals and Lights

Signage and Sign Stands

PCMS and Arrow Boards

Confined Space Equipment (Trench Shields, etc.)

8. Work Zone Support Services
Full turnkey services that support product deployment, planning, and site safety.
Service offerings include:

Traffic Accommodation Plans (TCPs & TMPs)

		Work Zone Design & Consulting Equipment Deployment, Setup & Maintenance On-Call Emergency Services Temporary Pedestrian Access Routes (TPAR) Traffic Inspections and Compliance Audits 9. Temporary Traffic Calming Solutions Targeted solutions to manage speed and promote safety in temporary work zones or high-risk environments. Products include: Temporary Radar Speed Signs Portable Speed Bumps Temporary Rumble Strips Narrowing Devices and Chicanes	

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Channelizing Devices - Products specifically designed to guide and control traffic flow in temporary work zones, such as: Cones, bollards and drums, delineators and reflective posts	(•) Yes ( ) No	Commander Traffic Drum: Tire locking ring design, Anti-roll bottom, flat sections on two sides. Five tier design. Available in high and low density polyethylene. Comes in two variation, Orange/White/Orange and Orange/White/White/Orange. Tire Ring Base For Commander Drum – 22.5 24lb Traffic Channelizer Drum (MB): This barrel is lightweight and stackable for transportation. The molded base provides for better stability on the road. Tire locking ring design. Anti-roll bottom, flat sections on two sides. Five tier design. 2X White Stripe, 2X Orange Strip – 40” Traffic Channelizer Drum (ON Spec): The TC-54 channelizer drum is designed to withstand the harshest traffic, construction, and weather conditions. Tire locking ring designs. Anti-roll bottom, flat sections on two sides. Five tier designs - Made from low-density polyethylene - High-intensity reflective bands are insert for protection while stacking or unstacking - Handle has integrated barricade light-mounting hole for when illumination is required. Standard PVC Traffic Cone – Orange with Base: The thin body profile of these cones allows for easier handling and storage. These injection-molded traffic cones can stand up to any weather and are great for high-wind conditions. An indented handle at the top allows for the cones to easily be picked up and stacked.

			Sizes available: 18”, 28” & 36” Recessed HI Collars Cone – Orange with Base: These durable, all-weather traffic cones are made from 100% PVC and are designed to stack easily for convenient storage. Models with reflective collars enhance visibility in low-light or nighttime conditions, while versions with recessed reflective collars help prevent abrasions, peeling, and tearing of the reflective tape. Size available: - 28” (7lb base (1) 6” & (1) 4” HI White Recessed Collar) - 18” (3lb base (1) 6” HI Collar) - 36” (10lb base (1) 6” & (1) 4” HI White Recessed Collar) Collapsible Traffic Cone LED Light: Ideal for emergency responders or motorists, these collapsible traffic cones offer high visibility day or night with built-in LED lights (steady or flashing; batteries included). Rubber feet keep them stable in wind or near traffic. Folds flat for compact storage. Size available: - 18” (3 Pack LED) - 28” (5 Pack LED) - 28” (5 Pack No LED) Standard PVC Traffic Cone – Orange with Base: The thin body profile of these cones allows for easier handling and storage. These injection-molded traffic cones can stand up to any weather and are great for high-wind conditions. An indented handle at the top allows for the cones to easily be picked up and stacked. Sizes available: 18”, 28” & 36” Grabber Cones”: The Grabber-Cone features a reinforced handle design that supports the weight of stacked cones and bases without causing permanent distortion. Made from low-density polyethylene, its handle design prevents cones from sticking together when stacked. The Grabber-Cone can be stacked with or without bases. Available sizes: - 28” (1) 6” & (1) 4” HI Band (10lb base) - 42” (1) 6” & (1) 4” HI Band (10lb base) Watchtower Stacker Cone: Watchtower channelizer cones feature ergonomic handles for easy placement and lifting, with or without the base. Portable, stackable, and low maintenance, they’re perfect for guiding traffic, dividing lanes, and improving safety on construction and utility worksites. Size: 42” (4) 4” WOWO HI Band Looper Tube: The Orange Looper Tube stands 42" tall and features two white high-intensity reflective bands. The flexible, durable fluorescent low-density polyethylene stem includes UV inhibitors to reduce fading, and	*	

			recessed areas protect the reflective bands from damage. Its large flange ensures a secure fit with the separate rubber base. The "loop" style handle allows for quick setup by connecting multiple tubes with caution tape, flag line, or rope to easily close off areas of a job site. Available plan (no bands) or with (2) 4" HI Bands. Watchtower Delineator: An easy to set up, large handled delineator. Use to provide protection and visibility for vehicles and pedestrians. Size: 42" (2) 4" White HI Band (11lb Base) Glow Post Delineator: Simple but effective design, used to delineate or provide protection and visibility for vehicles and pedestrians. For post with base, please see below. Size: 42" - 2 DG3 Reflective Bands (11lb Base). Add Ons: Retractable Cone Bar: Attach this barrier to your 28" or 36" traffic cones to create a highly visible, continuous, rigid barrier for safely guiding vehicles and pedestrians around short-duration work sites. Reflective striping optional. Cones sold separately. Available sizes and colors: - 10' - Orange/White Stripes - 10' - Black/Yellow Stripes - 6' – Black/Yellow Stripes - 6' – Orange/Yellow Stripes Plastic Clip-On Cone Signs: Designed for traffic cones, barrels, and delineators, this clip-on sign provides supplemental warnings and directions for improved traffic control in work zones. The sign measures 12 3/4" x 10 1/2", with various message options available. Traffic delineators sold separately. *Sign comes blank. Cable Cone Stand Octagonal: The Cable Cone Stand, exclusively from ATS Traffic and manufactured by Norwesco, is the only product of its kind available in Canada. Designed to support trailing electrical cables on mining and utility sites, this octagonal stand has proven versatile for a variety of uses. Whether as a delineator, a storage solution for extra pipe, or a highly visible hanging point for drag chains, the Cable Cone Stand can meet your needs. Available sizes and colors: - 32" – Orange with DG White Patches - 32" – Yellow with DG White Patches		

77	Crash Attenuation Devices - Temporary or mobile equipment designed to reduce the impact of collisions in work zones, such as: truck and trailer-mounted attenuators, water or sand-filled arrays, and guardrail end treatments	(•) Yes ( ) No	Scorpion® Truck- and Trailer-Mounted Impact Attenuators protect lane closure vehicles and slow-moving work equipment from errant vehicles in both stationary and mobile work zones. Tested and certified to meet all mandatory and optional NCHRP 350 TL-3 requirements, the Scorpion® TMA also meets the UKTD49 standard at 110 km/h (68 mph). Available Options: • Truck-Mounted Attenuator: For sale or through our OSS lane closure services • Trailer-Mounted Attenuator: Available for sale or rent Scorpion® TMA: The Scorpion® TMA Model C is designed to fold up and over the bed of flatbed, stake bed, or dump trucks. Its compact design and balanced weight distribution make it ideal for high-speed travel. The Model C delivers TL-3 impact protection, with optional side-mount configurations available. Scorpion® Trailor: The Scorpion® Trailer Attenuator features a unique curved design that provides full-width rear protection, including the truck's "coffin corners." It is NCHRP 350 tested and approved for all required and optional offset and angled impacts. Arrowboard/message board sold separately. Scorpion® II Metro: The Scorpion® II Metro delivers full-width impact protection using patented curved aluminum tube frames and energy-absorbing modules. Designed to deflect nuisance impacts, it offers redirection along the entire TMA length. MASH-tested and approved. SLED Waterfilled End Treatment: The Sentry Longitudinal Energy Dissipater (SLED) is a narrow, non-redirective, gating crash cushion designed to shield the ends of permanent and temporary barriers, including concrete, steel, and plastic. TL-3 approved and water-filled for impact protection. Available SLED: TL-1 & TL-3.	*
78	Flagging Equipment - Devices used to manage and direct traffic manually or automatically in work zones, such as: hand-signaling and warning flags, high-visibility safety flags, and automated flagger assistance devices (AFADs)	(•) Yes ( ) No	Stop/Slow Paddles: Hand-held Stop/Slow paddles for flaggers, available with a short handle or a 5' extended handle. Made with Diamond Grade on a .064 aluminum substrate, featuring standard 3MTM Diamond Grade reflective sheeting, with other reflective sheeting options available. LED Traffic Wand/Baton: Available in 16" and 21" lengths, these wands feature ultra-bright LEDs in the main tube and a 5-LED high-output flashlight. With 100 hours of continuous flashing, the 16" wand has a viewing distance of 200 meters, while the 21" wand reaches 500 meters. Two "D" batteries not included.	

			Pin Flags: This highly visible 30” flag features a 4” x 5” PVC flag, with a 36” option also available. Sold in bundles of 100. Printed marking flags and custom prints are available upon request. Colors include lime-glo, orange-glo, green-glo, blue-glo, pink-glo, yellow, white, red, blue, and purple. High-Visibility Fluorescent Flagging/Surveyors Tape: Guaranteed colorfastness for over a year and pliable down to -43°C. Available in lime-glo, orange-glo, pink-glo, blue-glo, yellow, white, red, and green. Measures 1” x 125’, with other sizes available. Barricade Tape: Perfect for temporary outdoor use or permanent indoor warning, with standard messages like "CAUTION" (black/yellow) and "DANGER DO NOT ENTER" (black/red). Other messages available upon request. Non-adhesive. Measures 3” x 1,000’ x 2 mil. Mesh Warning Flags: Durable 18” x 18” mesh flags made from fluorescent knitted vinyl, designed for fast-moving vehicles. Resistant to cracking, peeling, and fraying. Available with dowelling, pocket, or grommets for easy attachment. Vinyl Warning Flags: High-quality 9 oz. vinyl-laminated nylon, available with or without a plastic diagonal stay and pocket. Ver-Mac Flagger Mac (AFAD) Trailer Mounted: The Ver-Mac Flagger-Mac is a trailer-mounted gate device designed for flagging operations. The Flagger-Mac system consists of two gate devices that are operated using a wireless remote controller. This technology allows the operator to fully control both devices from a safe location outside the work zone. Our Flagger-Mac also has an innovative breakaway arm mechanism in case of impact, offering an additional layer of protection for your equipment and your workers. Each Flagger-Mac unit is equipped with two 12-inch lamps, (1) red and (1) yellow, one gate with a flag, a V-Touch Controller with wireless remote, and stealth technology. Features: - Wireless Remote - V-Touch Controller - Solar Panels - Powder-Coated Superior Finish - ITE Lamps - Operating Width: 169” - Operating Height: 129” - Traveling Height: 100 3/4” - Weight: Approx. 1,000 lbs Ver-Mac Flagger-Mac Lite (AFAD) Hitch-Mounted: The Ver-Mac Flagger-Mac Lite is a hitch-mounted gate device designed for flagging	*	

			operations. The Flagger-Mac Lite is fast and effortless to set up, as it installs directly on your truck. When the device is deployed, operator can control the Flagger-Mac Lite entirely from inside the vehicle. The Flagger-Mac Lite is very robust and with its compact design makes for easy storage. The equipment doesn't take up vehicle's cargo space, and with no trailer required, its ideal for transportation. The unit is equipped with a wireless remote, a gate, traffics lights, and a trailer hitch. The Flagger-Mac Lite is designed to help significantly reduce the risk of work zone accidents. Features: - Compact Design - Wireless Remote - PVC Gate - 12” ITE Traffic Lights - Simple Connection - Overall Length: 33.25” - Operating Width: 185” - Traveling Height: 99” - Weight: Approx. 100 lbs		

79	Safety Barriers - Barriers used exclusively for temporary work zones to separate traffic from construction areas, such as: jersey barriers (temporary applications only), temporary gate systems, temporary safety fencing, screens and panels, and work zone barricades.	(•) Yes ( ) No	Gemstone Vertical Panel: Channelizing vertical panel with oversized handle with comfort grip can be picked up easily, even with light attached. Designed to withstand repeated impacts and minimize damage to vehicles. Recycled rubber bases with carrying handles. Water-Wall ™ Water-Filled Barrier: The Water-Cable Barrier features three molded-in galvanized steel cables and is MASH tested and approved for TL-1 at 31 mph (50 km/h) and TL-2 at 43.5 mph (70 km/h). Reversible Type III Barricades: This Type III barricade features a durable plastic post with square tube feet, offering a lightweight yet impact-resistant design. Unlike metal, the plastic construction won't rust or corrode, saving time and maintenance costs. Easy to handle, set up, and store, it can be assembled by one person. Reflective orange and white stripes on the boards enhance visibility, helping to protect both vehicles and pedestrians. Use power post with galvanized steel square tube feet (14 gauge) or angle iron feet (10 gauge). MASH Approved. Type II Barricade: The Multi-Purpose Barricade System is a versatile, ADA-compliant solution ideal for crowd control, manhole guarding, pedestrian pathways, and channelizing. It measures 72" L x 38" H and features a detectable edge along the top and bottom. The unique tripod leg system requires no sandbags when all three feet are used; larger feet with sandbags meet ADA requirements. Units pivot 120° for flexible layouts and nest tightly—up to 19 per pallet—for efficient transport. Features include recessed sheeting areas, dual connectors, soft-grip handles, light shelves, and sign mounting holes. MASH Accepted (WZ-428) and MUTCD compliant. Construction Fence: This conventional diamond mesh is ideal for construction, excavation, and demolition sites. It comes in a highly visible 4' x 50' roll of "international orange." Other sizes, colors, and models are also available. Snow Fencing: Widely used for highways, driveways, ski areas, and winter trails, this highly visible "international orange" mesh comes in a 4' x 50' roll. Other sizes, colors, and models are also available.	*
80	Work Zone Signage - Signage designed for temporary deployment in work zones to provide clear and dynamic information to drivers, such as: work zone speed awareness signs, flashing beacons, work zone dynamic warning systems, variable message signs and roadway message boards, and portable traffic signals.	(•) Yes ( ) No	OPTRAFFIC Message Boards (ATS Traffic/AGS Exclusive Product Lin): VMS-200: The OPTRAFFIC VMS-200 is a compact, solar-powered message board that combines efficiency and versatility. It can display a wide range of amber text, graphics,	

Docusign Envelope ID: 682F491F-04E0-4574-92BC-5A7B7071F210

			and animations, making it ideal for urban roads, public works, and community events. Features: - 1 x 150W Solar Panel - Battery System: 3 x 120Ah Gel Batteries - Display Panel: 1620mm x 990mm VMS-300: The OPTRAFFIC VMS-200 is a compact, solar-powered message board that combines efficiency and versatility. It can display a wide range of amber text, graphics, and animations, making it ideal for urban roads, public works, and community events. Features: - 3 x 150W Solar Panel - Battery System: 3 x 120Ah Gel Batteries - Display Panel: 2450mm x 1470mm VMS-400: OPTRAFFIC's amber-colored variable traffic message signs feature innovative technology and are designed for traffic management across industries such as construction, mining, advertising, public events, and more! Features: - 3 x 150W Solar Panel - Battery System: 3 x 120Ah Gel Batteries - Display Panel: 2660mm x 1600mm, 48 x 28 Pixels VMS-400-3S Colour: OPTRAFFIC's variable traffic message boards feature innovative technology and are available in amber or 5-color LED options. These traffic devices are ideal for traffic management in industries such as construction, mining, advertising, public events, and more! Features: - 3 x 150W Solar Panel - Battery System: 3 x 120Ah Gel Batteries - Display Panel: 2660mm x 1600mm VMS-500: OPTRAFFIC's amber-colored variable traffic message boards utilize innovative technology and are designed for traffic management in industries such as construction, mining, advertising, public events, and more! Features: - 3 x 150W Solar Panel - Battery System: 3 x 120Ah Gel Batteries - Display Panel: 3248mm x 1978mm VMS-700: OPTRAFFIC's VMS-700 is the largest full-matrix, trailer-mounted variable message sign in stock. Built with the latest innovative technology, it combines cost-effective value and energy efficiency. Ideal for highway construction, public events, and various transportation applications.		

Docusign Envelope ID: 682F491F-04E0-4574-92BC-5A7B7071F210

Features:
- 3 x 150W Solar Panel
- Battery System: 4 x 12V Gel Batteries
- Display Panel: 2121mm x 3835mm

Ver-Mac Message Boards (Premier Distributor):

PCMS-320 Pro Series: The PCMS-320 Pro-Series is a mid-size, full-matrix trailer-mounted message sign with NTCIP-compliant V-Touch controller, Opti Power lens, Tilt-and-Rotate solar panels, and optional Stealth Technology. Combining energy efficiency and durable construction, it's ideal for highway construction and urban projects where space is limited.
Features:
- Full Matrix of 30 x 48 Pixels (4 LEDs Per Pixel)
- Stealth Technology Batteries
- Display Panel: 63" x 98"

PCMS-548 Pro Series: The PCMS-548 Pro Series are mini full-matrix trailer-mounted message signs featuring the NTCIP-compliant V-Touch controller, Tilt-and-Rotate solar panels, JamLogic software, and optional Stealth Technology. With energy-efficient design and durable construction, the PCMS-548 is ideal for lower-speed roadways and urban areas. The PCMS-548LE, in white with radar and modem, is tailored for law enforcement use.
Features:
- Full Matrix of 30 x 48 Pixels (4 LEDs Per Pixel)
- Stealth Technology Batteries
- Display Panel: 45" x 80"

PCMS-1210 Pro Series: The PCMS-1210 Pro Series is a 3-line, 8-character per line trailer-mounted message sign featuring Stealth Technology, NTCIP-compliant V-Touch controller, V-Sync WiFi, and JamLogic fleet management software. Combining advanced technology, energy efficiency, and durability, it offers a reliable, cost-effective solution.
Features:
- 4 LEDs Per Pixel
- Stealth Technology Batteries
- Display Panel: 71" x 133"

PCMS-1500 Pro Series: The PCMS-1500 Pro Series is a full-matrix, trailer-mounted message sign that displays 3 lines with 8 characters per line and graphic capabilities. Featuring Stealth Technology, NTCIP-compliant V-Touch controller, V-Sync WiFi, and JamLogic fleet management software, it combines advanced technology, energy efficiency, and durability. Ideal for highway construction, it offers a reliable, cost-effective solution.
Features:
- Full Matrix of 28 x 48 Pixels (4 LEDs Per Pixel)
- Stealth Technology Batteries

			- Display Panel: 75” x 131” TM-548 Vehicle Mounted Message Board: The TM-548 is a full-matrix, truck-mounted message sign powered by the truck’s battery. It supports full graphics, one-touch arrow and directional displays, and can show 3 lines of text with 9 characters per line. Featuring the V-Touch controller and a manual up/down bracket, it’s perfect for highway construction, maintenance crews, stripping trucks, and emergency vehicles. Features: - Full Matrix of 30 x 56 Pixels (4 LEDs Per Pixel) - Stealth Technology Batteries - Display Panel: 42” x 74” Post-Mounted Message Signs: B-548 Full Matrix: The B-548 is a compact, full-matrix post-mounted (permanent) message sign. It includes the NTCIP-compliant V-Touch controller and JamLogic® fleet management software. Features: - Records Video Day or Night - HD Camera with Integrated WIFI and GPS - Easy To Install B-320 Full Matrix: The B-320 is a mid-size semi-permanent message sign, offering a cost-effective alternative to large walk-in enclosures. It features the NTCIP-compliant V-Touch controller, Opti Power Lens, and JamLogic fleet management software. Features: - Records Video Day or Night - HD Camera with Integrated WIFI and GPS - Easy To Install B-1500 Full Matrix: The B-1500 is a large-size, full-matrix semi-permanent message sign, providing a cost-effective alternative to large walk-in enclosures. Features: - 4 Amber LED, Per Pixel - 5 x 7 Pixels with 30 Degree Viewing Angle - Display Panel: 28 x 48 Pixels Traffic Signals: TLD-3612 Solar-Powered Traffic Lights: Our solar-powered, full-size trailer-mounted traffic lights are perfect for large-scale highway or bridge work requiring cantilever signals. Each trailer comes with two 12” LED signal heads (set of 2), and synchronization is maintained via radio communications. Primary and secondary trailers can be placed up to 1.6 km apart, with on-site or remote programming available. TLD-2312 Solar-Powered Traffic Lights: Our solar-powered, mid-size	*	

trailer-mounted traffic lights are ideal for large-scale highway or bridge work. Each system includes one 12” LED signal head per trailer (set of 2), with synchronization maintained via radio communications. Primary and secondary trailers can be placed up to 1.6 km apart, with on-site or remote programming options.

Speed Signs:

SP-715V-Pro Feedback Trailer: The SP-710V PRO Series is a battery/solar-powered, trailer-mounted speed sign with a 2-digit display. It features Stealth Technology, a V-Touch SP controller, JamLogic® Fleet Management Software, and advanced Doppler radar. Designed to display real-time speed, it helps reduce driver speeds and improve safety in highway construction zones, school areas, and urban environments.
Features:
- 4 LEDs Per Pixels
- 18” Characters – Visible Up To 305m (1000 ft)
- Speed Display Panel: 35” x 36”

SP-3248V: The SP-3248V is a solar/battery-powered, trailer-mounted radar speed sign with a full-matrix display. It features advanced Houston Doppler radar, a V-Touch SP controller, and optional Stealth Technology. Designed to display real-time speed and feedback messages, it helps reduce speeds and enhance safety—ideal for highway construction, school zones, and urban areas.
Features:
- 1 LED Per Pixel
- Full Matrix Display: 32” x 35”
- Speed Display Panel: 32” x 35”

SP-3248-DSL Speed Wizard: Ver-Mac’s Speed Wizard is the industry’s first system combining a Work Zone Digital Speed Limit (WZDSL) and Speed Awareness display. It features 18” white LEDs for speed limits and 18” amber LEDs for vehicle speeds. The system auto-adjusts to posted limits with four warning levels and sends real-time speed notifications to Waze, WZDx, DOTs, and potentially automated vehicles.
Features:
- 5 x 7 Pixels
- 4 LEDs Per Pixel
- Speed Display Panel: 42.5” x 42.375”

Arrow Boards:

ST-4825 Pro Series Trailer Mounted: The ST-4825 Pro Series is a trailer-mounted arrow board with 25 LED lamps. It features a single-mast design, V-Switch controller, Stealth Technology, and OptiBright lamps. Built for durability and energy efficiency, it offers a reliable and cost-effective traffic control solution.
Features:

			- 28 LEDs Per Lamp - 25 LED Lamps with OptiBright Technology - Arrowboard Panel: 48” x 96” VM-306025 Truck Mounted Arrowboard: The VM-306025 is a 25-light vehicle-mounted arrow board designed for utility trucks, pickup trucks, and attenuator (TMA) vehicles. It offers multiple mounting options, including manual truck mount, slim power rack, bed floor, and bed rail. Easy and safe to program, it provides a flexible and efficient traffic control solution. Features: - 28 LEDs Per Lamp - 25 LED Lamps with OptiBright Technology - Display Panel: 30” x 60” OPTRAFFIC VMAB-25 Vehicle Mounted Arrowboard: OPTRAFFIC® vehicle-mounted arrow boards meet MUTCD standards and offer excellent visibility with reliable actuators. Easy to operate and compatible with most vehicles, they feature a durable, energy-efficient design—ideal for directing traffic in work zones and high-volume areas. Features: - High Output LEDs - Light Modes: 13/26, 15/30, 25/50 - Auto-Dimming and Manual Brightness Control OPTRAFFIC TMAB-C25-CAM Trailer Mounted Arrowboars: OPTRAFFIC’s Arrow Board Trailer is a versatile traffic safety device built in an ISO9001-certified facility. Designed for work zones, mining sites, and other traffic management areas, it displays bright flashing arrows, caution bars, warning signals, and directional instructions. Features: - Display Panel: 2400mm x 1200mm - 1 x 150W Solar Panel - Battery System: 1 x 120Ah Gel Batteries	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell Program Pricing - ATS Traffic.xlsx - Tuesday April 22, 2025 13:29:57
- Financial Strength and Stability - Financial Stability Letter.pdf - Tuesday April 22, 2025 13:23:55
- Marketing Plan/Samples - Marketing Plan & Samples.zip - Tuesday April 22, 2025 13:25:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Quote and Invoice Example.pdf - Tuesday April 22, 2025 13:25:19
- Requested Exceptions (optional)
- Upload Additional Document - ATS Traffic Catalogue 2025 - Flipping Book - March 2025 - Locked.pdf - Tuesday April 22, 2025 13:22:41

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Peter Kehoe, Marketing & Corporate Communications Manager (Canada/US), ATS Traffic Ltd.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4 Roadway Work Zone: Safety and Traffic Management Equipment Mon April 14 2025 11:30 AM	☑	1
Addendum 3 Roadway Work Zone: Safety and Traffic Management Equipment Mon April 7 2025 07:57 AM	☑	1
Addendum 2 Roadway Work Zone: Safety and Traffic Management Equipment Fri March 21 2025 11:53 AM	☑	1
Addendum 1 Roadway Work Zone: Safety and Traffic Management Equipment Tue March 4 2025 03:39 PM	☑	1

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4189 **Agenda Date:** 10/7/2025 **Agenda #:** C.139.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum for CDW Government, LLC.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a participating addendum with CDW Government, LLC., in an amount not to exceed $2,500,000, for the purchase of technology products, services and related solutions, for use by County Departments, during the period of October 7, 2025 through February 27, 2028 under the terms of the Master Contract awarded by Sourcewell, a State of Minnesota public agency.

FISCAL IMPACT:
100% User Departments

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of technology products, services and related solutions offered through CDW Government, LLC. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota public agency Contract No. 121923-CDW. Approval of the addendum between Contra Costa County and CDW Government, LLC., allows the County to obtain guaranteed pricing available through the Sourcewell contract No. 121923-CDW. The purchase will support all County departments with the purchase of technology products including computers, tablets, keyboards, monitors, printers, scanners, networking equipment, services and related solutions providing significant discounts off-list pricing.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, County Departments would be paying full price on the purchase of technology products, services and related solution purchases.

PARTICIPATING ADDENDUM
for
Technology Products and Services with Related Solutions under Contract# 121923
SOURCEWELL Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: CDW Government LLC

This Agreement is made and entered into upon the date of the last party's signature ("Effective Date"), by and between Contra Costa County (hereinafter referred to as "County"), a political subdivision of the State of California, and CDW Government LLC, an Illinois limited liability company, (hereinafter referred to as "CDW") whose principal place of business is 230 North Milwaukee Avenue, Vernon Hills, IL 60061. County and CDW are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, CDW offers Technology Products and Services with Related Solutions through Contract #121923-CDW ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally.

Whereas, County has determined that entering into a Participating Addendum under the Sourcewell program provides a benefit to County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to County.

Now therefore, CDW and County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on February 27, 2028, unless it is sooner terminated. County and CDW may agree to amend this Agreement to extend its term, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the Contra Costa County Board of Supervisors, the County's governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, this Agreement shall also terminate.

2. Payment Limit. County 's total payments to CDW under this Agreement shall not exceed $2,500,000 ("Payment Limit"). Nothing in this Agreement obligates County to make any purchases, or any particular volume of purchases, under this Agreement.

3. No Public Work/No Public Project. CDW shall not perform, and County will not request, any work under this Agreement that would qualify as a public work and/or public project under the California Labor Code and Public Contract Code. CDW shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and other laws that apply to any services performed under this Agreement.

4. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:

    a. Parties. Each reference to "Sourcewell" in the Master Contract is replaced with "Contra Costa County." Except within Section 8, REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT of the Master Contract shall not apply.

b. Authorized Representative. Section 9 of the Master Contract (Authorized Representative) is amended by replacing the first sentence of that section with the following:

"County's Authorized Representative is its Purchasing Agent, or designee."

c. Audit. Section 10.A. (Audit) of the Master Contract is deleted and replaced with new Section 10.A. to read:

"A. AUDIT. County shall have the right of access to any books, documents, papers, or other records of Supplier in order to make audits. During the term of this Contract and for a period of three (3) years following its expiration or earlier cancellation, Supplier shall keep and maintain accurate books, documents, papers, or other records related to County's purchases under this Contract and shall make those records available to County upon request County's place of business during County business hours."

d. Public Records Act. Section 12 (Government Data Practices) of the Master Contract is deleted in its entirety and replaced with new Section 12, to read:

"**12. PUBLIC RECORDS ACT AND BETTER GOVERNMENT ORDINANCE**

Notwithstanding anything to the contrary in this Contract, this Contract and all records produced or exchanged under this Contract will be considered disclosable public records under the California Public Records Act and Contra Costa County's Better Government Ordinance, unless Contra Costa County, in its sole discretion, determines the record is exempt from disclosure."

e. Governing Law. Section 14 (Governing Law) of the Master Contract is deleted and replaced with new Section 14, to read:

"**14. GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Contract. Any litigation to interpret or enforce this Contract shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation."

f. Certificates of Insurance. Section 18.B. (Certificates of Insurance) is hereby amended by deleting the second sentence of that section and replacing it with the following:

"Prior to expiration of any policy of insurance required under Section 18, a renewal certificate must be mailed to: Contra Costa County, Attn: Cynthia Shehorn, 40 Muir Road, 2nd floor Martinez, CA 94553."

g. RFP Responses. CDW's response to the Request for Proposals 121923 ("RFP 121923") connected with the Master Contract are incorporated in and made a part of this Agreement by reference.

5. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties and the subject matter of the litigation. CDW consents to jurisdiction in California to the extent litigation arises.

6. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than County and CDW.

7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

8. Termination. Notwithstanding anything to the contrary in the Master Contract, either County or CDW may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in paragraph 10 (Notices) herein.

9. Performance. CDW affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. CDW shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

10. Notices. Notices to the parties shall be provided to:

CDW Government LLC

CDW Government LLC
230 North Milwaukee Avenue
Vernon Hills, IL 60061
Telephone: (317) 764-7398
Contact: Lisa Bailey
Email: lisa.bailey@cdwg.com

COUNTY

Contra Costa County – Public Works
255 Glacier Drive
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day if timely deposited with an overnight carrier and with delivery charges prepared to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

11. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

PARTICIPATING ADDENDUM
for
Technology Products and Services with Related Solutions under Contract# 121923
SOURCEWELL Purchasing Cooperative Program

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **CDW Government LLC**
Signature:	Signature:
Name:	Name:
Title:	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas Geiger, County Counsel

By: _____
Deputy County Counsel

Attachments:
Exhibit A – Master Contract

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Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

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claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.
4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Clod Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

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Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

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Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTHWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

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12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

5. *License to Software*. All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

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software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product*. Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	CDW Government LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dario Bertocchi 7E5503A3787848D...
By: _____	By: _____
Jeremy Schwartz	Dario Bertocchi
Title: Chief Procurement Officer	Title: Vice President Contract Operations
Date: 3/13/2024 | 9:46 PM CDT	Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and $24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

It's only good if it's win/win.
Good luck many times comes disguised as hard work.
People do business with people they like.
Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled $3.5 billion in 2022 and more than $24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used
Recycling and composting of cafeteria waste
Elimination of plastic bottles from vending machines in our offices and warehouses
Elimination of single-use plastic cups
Company-wide internal toner cartridge recycling program
Recycling centers on each floor of our office locations
Recycling chutes for certain materials at our distribution centers
Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.
Matching gifts programs up to $2,000 per coworker per year. CDW has contributed more than $1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.
CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.
Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:
Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.
Black Excellence Unlimited (BeU) provides resources and development

		opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities. Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW. Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life. Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans. Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community. Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers. Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally. Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.	

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of $24 billion in 2022, a 14 percent increase from then-record 2021 sales of $21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: $24.0 billion 2021: $21.0 billion 2020: $18.5 billion 2019: $18.0 billion 2018: $16.2 billion 2017: $14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated $1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated $2.9 billion in 2022. In addition, 2022 saw Net Sales of more than $1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized $750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than $5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were $20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was $1.4 billion, which represents a 2 percent share of its approximately $77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW’s ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW’s Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World’s Best Companies list – TIME Recognized as part of World’s Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America’s most JUST Companies – JUST Capital Recognized among America’s Top Corporations for Women’s Business Enterprises – Women’s Business Enterprise National Council (WBENC)	

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Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
Honored with Corporate Champion Award – 1871
Recognized as part of World's Best Employers list – Forbes
CDW Canada named Top Solution Provider of the Year – Channel Daily News
CDW received Channel Innovation Award – Channel Daily News

2022
Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
Ranked on 2022 MSP 501– Channel Futures
Selected for 2022 list of World's Best Employers – Forbes
Named to World's Top Female-Friendly Companies list – Forbes
Highlighted as part of annual Best Companies for Women list – Fairygodboss
Named to the 2022 Best for Vets: Employers list – Military Times
Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
Received Global Customer Value Leadership Award – Frost & Sullivan *
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021
Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
Named to list of America's Best Employers for 2021 – Forbes
Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020
Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019
CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
Named to Future 50 – Fortune
Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
Named a Best for Vets Employer – Military Times
Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
Received an Employees' Choice Award – Glassdoor
Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
Recognized in Military Friendly Employers list – VIQTORY
Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: Alabama Joint Purchasing (ALJP) BuyQ National Charter School Contract California Department of General Services (DGS) Laptops/Desktops California IT in Education Association (CITE) Google Workspace CalSAVE Central Indiana Education Services Center (CIESC) County of Riverside – Microsoft E&I Cooperative Services Educational Service Commission of NJ (ESCNJ) Fairfax County Hardware and Software Florida Technology Refresh Program – Seminole State College Illinois Public Higher Education (IPHEC) Internet 2 Consortium Iowa Board of Regents Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 Michigan Computing Program (MMCP) Mid-South Independent School Business Officers (MISBO) Midwestern Higher Education Compact (MHEC) Midwestern Higher Education Compact (MHEC) Massachusetts NASPO ValuePoint Audio Video Equipment and Supplies Cloud Solutions Software Value Added Reseller (SVAR) New York City Department of Education (NYC DOE) New York Office of General Services (NY OGS) Omnia Partners Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Regional Education Media Centers (REMC) Association of Michigan School Project for Utility Rate Reduction (SPURR) Texas Department of Information Resources (DIR) The Association of Educational Purchasing Agencies (AEPA) The Interlocal Purchasing System (TIPS) The Quilt US Educational Technology Purchasing Alliance (USETPA) Wisconsin Counties Association (WCA) CDW Canada: Ontario Education Collaborative Marketplace (OECM) End-User Computing Devices and Services Software License Products and Related Services Networking Products and Related Services Vulnerability Assessment and Penetration Testing Services HealthPRO Contract for the Supply of Clinical Procedure Carts Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies Kinetic GPO RFSO Contract Information Technology Solutions Focused Education Resources End User Computing Devices (EUCD) Agreement IT Professional Services Agreement Ontario Ministry of Public and Business Service Delivery IT Security Products & Services University of Toronto Supply of Apple Products Agreement BCNET IT Professional Services Roster for Cybersecurity Core & Edge Switches - Juniper IT Professional Services Roster for Network Services IT Professional Services Roster for Infrastructure Services Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement Cybera Networking Agreement	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: $16,157,839.15 2021: $19,423,532.00 2020: $16,483,017.34	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$250MN- $500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$100MN to $250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.

27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of $20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than $500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aptris, Inc. (Aptris), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: Quickly add items to their cart for purchase Save time on re-orders Share shopping carts with colleagues Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be re-purchased Email the cart to a colleague Create a standard quote Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: View all recent orders (from the past month to as far back as three years) Search for a specific order by P.O. number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following criteria: Cancelled All Items Shipped Some Items Shipped Not Yet Shipped Backordered Item(s) Processing Orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to Microsoft Excel with all open orders Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability Online Chat: 8 a.m. to 7 p.m. CT Email (cdwsales@web.cdw.com): Reply within 24 hours Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing Online Chat: 7 a.m. to 6 p.m. CT Email (CustomerRelations@web.cdw.com): Reply within 24 hours Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings Online Chat: 7 a.m. to 6 p.m. CT Email (e-account@web.cdw.com): Reply within 24 hours Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: Assign roles, restrictions, and permissions to individual users and groups of users. Grant users access to all products CDW•G offers or only to specific catalogs. Allow users to view only their quotes, orders, and purchase history. Grant users' rights to view multiple accounts. Assign responsibility for following established workflows as a purchaser or approver. Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and	

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: Contacting their CDW•G team Placing orders Searching order history Managing assets Administering order approval workflows Defining and governing technology standards Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: Managing subscriptions Managing quotes Streamlining repeat purchases (bundles and favorites) Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: Estimated time of arrival/inventory/supply chain insights to support implementation Order tracking Order status Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW·G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: An asset overview page that shows a view of hardware and software assets purchased from CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation	*

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: Logistics services for quick and efficient removal of equipment from client facilities Device pickup including palletizing equipment, shrink wrapping, and transport Document of Liability Transfer provided to indemnify client from any environmental liability Ensure removal of all client information and software from electronic media and assets U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards EPA-approved disposal Zero-landfill policy Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: Ongoing measurement of paper consumption Custom paper footprint and forest impact insights Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: Minority-Owned Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) Minority-Owned Small Business (MOSB) Women-Owned Small Business (WOSB) Small Disadvantaged Business (SDB) 8(a) Small Business Veteran-Owned Business Enterprise (VBE) Veteran-Owned Small Business (VOSB) Service-Disabled Veteran Owned Small Business (SDVOSB) Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement	

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to $25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:
CDW's overall diversity spend peaked at $3.6 billion with small, diverse suppliers.
CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises
CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:
CDW's overall diversity spend exceeded $3.4 billion with small, diverse suppliers.
CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:
CDW's overall diversity spend exceeded $2.6 billion with small, diverse suppliers.
Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:
CDW's overall diversity spend exceeded $2 billion with small, diverse suppliers.
CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education Device Ecosystem Classroom Transformation Cybersecurity Networking Infrastructure School Safety Higher Education Student and Institutional Devices A/V Transformation Connected Community Hybrid Infrastructure Cyber and Physical Security State and Local Government Cybersecurity Program-Based Accounts Public Safety Device Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. Robust portfolio of professional development partners. Best practices for defining technology standardization with each district. Project management aligned to supply chain and to ensure large device rollouts are successful and on time. Pre-shipment device configuration to provide low/no touch devices for district IT staff. Local warehousing and local deployment services, including last-mile delivery. Maintenance and break-fix solutions to ensure high availability of devices. Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW-G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: Easy to manage equipment coverage A single point of contact for repair service Multiple response times available on the same contract Flexibility to add or remove equipment as needed Parts and labor included Multiple contracts consolidated Annual or multi-year contact options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: Warranty extensions and upgrades Post warranty support Accidental damage protection Maintenance Contracts Post-sale technical support Product and certification training Onsite repair Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW·G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-terming all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) Ensuring a set of standard tools is used, such as ServiceNow Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting	*

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: Credit Cards* (American Express, Discover, MasterCard, Visa) Checks Electronic Data Interchange (EDI) Electronic Funds Transfer (EFT) Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: Arrow Capital Solutions Cisco Capital Dell Financial Services HPE Financial Services Lenovo Financial Services LEAF Commercial Capital, Inc. Preferred leasing partners include: Acer Finance Apple Finance De Lage Landen (DLL) Microsoft Finance PNC Bank US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewelll Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: Statement of Work (SOW) for professional/managed services Customer-specific terms and conditions (if required by the Sourcewell Member)	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.	*

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai’i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai’i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada’s partners’ distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.	*

69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: Category penetration Sourcewell Member agreements and state contract adoptions New Sourcewell Member growth OEMs and category penetration Customer satisfaction survey responses Professional services and evolving technologies including cloud offerings' growth Market share under the Sourcewell contract and total available wallet share Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: Software & Cloud Offerings: 0.25 percent Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	◉ Yes ○ No	○ Yes ◉ No	○ Yes ◉ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services e-Procurement integration Leasing services Managed services: Gold Level Support for customer devices Pre-shipment configuration Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions Cloud Collaboration Data Center and Networking Managed Print Services Point of Sale Security Software Management Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories Security Locks Headphones and Speakers Phone Accessories Tablet Accessories Keyboards/Keypads Notebook Accessories Cases and Backpacks Mice and Trackballs Office Products and Supplies Small and Consumer Electronics Robotics Power, Cooling & Racks Power Supplies/Adapters UPS/Battery Backup Batteries Surge Suppressors Remote Power Management Desktop Computers Computer Cases Apple Desktops PC Compatible Desktop Computer Windows Based Terminals Desktop Memory Upgrades Thin Clients PC Compatible Workstations Data Storage/Drives Storage Enclosures/Mounting Hardware CD/DVD/Blue Ray Drives Disk Duplicators Media Hard Drives Desktop NW Attached Storage Floppy Disk Drives Flash Memory Consumer SSD Enterprise Storage BU/DR Infrastructure Drive Arrays

Enterprise Hard Drives
Enterprise SSD
Interfaces Controllers
Optical Drives
Storage Networking
Rackmount NW Attached Storage
Tape Backup Drives
Tape Automation (Lib/Changers)

Point of Sale/Data Capture
Wireless Communication Devices
POS Systems
Connected Devices
Peripheral and Barcode Scanners
Thermal Printers

Servers & Server Management
Server Accessories
Linux/Unix Based Servers
KVM Consoles and Switches
CPUs/Fans
Network Print Servers
Application Servers
Apple Mac OS Servers
RISC Servers
Server Memory Upgrades
x86 Based Servers

Services (CDW Delivered)
Installations
Configurations
HCA/Hlth Purch Grp (HPG) CDW
OnSite Services
Central Services – Repairs
Managed Services
Mobility Services
Field Services
Remote Services
Software Asset Mgmt Services
Classroom Training
Workspace Management Tools

Notebook/Mobile Devices
Notebook Memory Upgrades
Mobile Workstation
Notebook Computers
Apple Notebooks
Tablets

NetComm Products
Network Bridges
Modular Switches
Communications Boards
Network Management Hardware
Modems
Network Switches Managed
Network Test Equip/Analyzer
Network Optics
Network Hubs
NIC Network Interface Adapters
Network Routers
Network Device Memory
Network Switches Unmanaged
Network Security
Wireless LAN Networking
Physical Security

Carts and Furniture
Furniture
Medical Carts

Printing & Document Scanning
3-D Prototype Printers
Copy Machines
Document Scanners
Dot Matrix Printers

FAX Machines
Single Function
Printer Accessories
Multifunction
Plotters
Printer Memory Upgrades
Printer Supplies

Services (Partnered Delivered)
Partner-Delivered Managed Services
Cloud Partner Services
OnSite Services-3rd Party
Installations 3rd Party
Managed Print Services
IT Pro Training – 3rd Party
Systems Management – 3rd Party
Warranties – Product Protection

Client Configure-to-Order
Client Configure-to-Order

Software
Aggregation Services Software
Security Software
Application Suites
Desktop Applications
BU/DR Software
Cloning Software
CAD/CAM Software
Cisco One Software
Database Software
Digital Signage Software
Design and Graphics
Audio/Video Production
Flow/Org Chart Software
Cloud Collaboration Software
Mobile Device Enablement SW
Integrated Product Suites
Infrastructure as a Service
AI Software
Voice Recognition
Legal Software
Mainframe Software
Unified Communication
Network Management Software
Network Connectivity/Emulation
Data Capture Software
Operating Systems
Programming Software
CRM Software
Portal Software
Reference Software
Business Analytics
Document Management Software
Entertainment/Education Soft
Financial Software
Communication/Internet Soft
Storage/SAN Management Software
Utility Software
Software Documentation & Media
Telephony Software
Technical Support
Virtualization Software
Web Software
Physical Software

Collaboration Hardware
Voice Hardware – Phones
Collaboration Hardware – Video Hardware
Collaboration Hardware – Voice Hardware – Headsets
Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
Automation & Control Systems
Cameras
Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response

80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

Gap analysis charts for training requirements to be quickly identified

Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: Performing health checks Maintaining the right license position so you are neither over- or under-licensed Establishing consolidated billing Providing ongoing software recommendations Ensuring accurate IT planning and budgeting Maximizing value derived from licensing agreements Applying compliance checkpoints Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be repurchased Email the cart to a colleague Create a standard quote Estimate shipping costs with the Shipping Calculator before checking out Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: View all recent orders (from the past month to as far back as three years) Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the “Buy Again” button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system CDW·G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(●) Yes ( ) No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization’s policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization’s digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	(●) Yes ( ) No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;		Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures – it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient – through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	◉ Yes ○ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	◉ Yes ○ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: Enterprise and data center networking Software-defined WAN (SD-WAN) Wireless networking and Wi-Fi 6 Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(●) Yes ( ) No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(●) Yes ( ) No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response

90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: Program Strategy and Operations 85+ risk, governance, and strategy experts Cyber Resilience and Compliance 35+ cyber security and advisory consultants Identity and Access Management 110+ advisors, engineers, and architects Cloud and Application Security 10+ cloud security specialists Secure Infrastructure 60+ physical, network, and IR engineers and architects Skills and Training 20+ workforce specialists Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry CISSP – Certified Information Systems Security Professional CISA – Certified Information Systems Auditor CIPP – Certified Information Privacy Professional PCI QSA – PCI Qualified Security Assessor CEH – Certified Ethical Hacker PMP – Project Management Professional CSM – Certified Scrum Master Vendor Cisco CCNPs and CCIEs Splunk Certified Consultants and Enterprise Architects AWS Cloud Security Architects Microsoft Certified Systems Engineers Palo Alto Certified Network Security Professionals SailPoint Certified Engineers and Architects Okta Certified Professionals, Administrators, and Architects CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: CSA – Cloud Security Alliance CISA – Cybersecurity and Infrastructure Security Agency iapp – International Association of Privacy Professionals IDSA – Identity Defined Security Alliance IIA – The Institute of Internal Auditors ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium NACD – National Association of Corporate Directors NIST – National Institute of Security Standards PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. Proactive renewal notifications before technology, licenses, or subscriptions expire. Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zylo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- Marketing Plan/Samples - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- Upload Additional Document - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- Pricing - Category 1 - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4190 **Agenda Date:** 10/7/2025 **Agenda #:** C.140.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent to execute a blanket purchase order amendment with Antioch Building Materials Co., for hot mix asphalt.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to a blanket purchase order with Antioch Building Materials Co., effective October 7, 2025, to increase the payment limit by $400,000 to a new payment limit of $1,100,000, and extend the term through April 25, 2027, Countywide.

FISCAL IMPACT:
100% Local Road Funds

BACKGROUND:
The Contra Costa County Public Works Department maintains over 660 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County.

On January 21, 2022, the County issued Invitation for Bid (IFB) 2201-553 with the intent to award blanket purchase orders to four hot mix asphalt vendors, one located in north, south, east, and west County to ensure close proximity to the various job sites to maintain asphalt temperature and manage transportation costs. When IFB 2201-553 closed on February 11, 2022, only one bidder had responded.

On March 2, 2022, the County issued a second IFB, BID 2202-542, and when it closed, no bids were received.

Having no bids to evaluate after two solicitations, the Public Works Maintenance Division requested direct quotes from historical vendors who had previously complied with the specification in the bid documents. Only one vendor responded, with exorbitantly high unit costs caused by the volatility in oil markets in 2022.

Using the informal bid process, the County requested a quote from Antioch Building Materials Co., who complied with the requirements for supplying hot mix asphalt in the East County (within 40 miles of the intersection of Brentwood Boulevard and Sunset Road).

On April 26, 2022, the Board of Supervisors approved the execution of a blanket purchase order with Antioch Building Materials Co. for the purchase of hot mix asphalt for routine road maintenance work.

On April 1, 2025, the Board of Supervisors approved blanket purchase order amendment No. 1 for the purchase order with Antioch Building Materials Co. extending the completion date from April 26, 2025, through April 25, 2026 and increasing the payment limit from $500,000 to $700,000.

This blanket purchase order amendment will increase the payment limit by $400,000 and extend the term through April 25, 2027. Approval of this purchase order will allow the Public Works Department to continue to purchase hot mix asphalt.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the blanket PO amendment will prevent the Public Works Department from completing routine and emergency road maintenance in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4191 **Agenda Date:** 10/7/2025 **Agenda #:** C.141.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum for ST Engineering Leeboy, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with ST Engineering Leeboy, Inc., in an amount not to exceed $3,000,000, for the purchase of road paving equipment, for use by the Public Works Department, during the period of October 7, 2025 through August 1, 2026, under the terms of the Master Contract awarded by Sourcewell, a State of Minnesota public agency.

FISCAL IMPACT:
100% Local Road Funds

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of road paving equipment offered through ST Engineering Leeboy, Inc. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota public agency Contract No. 060122-VTL. Approval of the addendum between Contra Costa County and ST Engineering Leeboy, Inc., allows the County to obtain guaranteed pricing available through the Sourcewell contract No. 060122-VTL. The purchase will support Public Works Road Maintenance with the purchase of road paving equipment providing a 10% discount off-list pricing.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, the Public Works Department would be paying full price on the purchase of road paving equipment.

PARTICIPATING ADDENDUM
for
Roadway Paving Equipment

Participating Entity:
CONTRA COSTA COUNTY

Contractor: ST Engineering LeeBoy, Inc.

This Participating Addendum ("Agreement") is made and entered into as of October 7, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and ST Engineering LeeBoy, Inc., a Delaware corporation, ("Contractor") whose principal place of business is 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor sells roadway paving equipment under a cooperative purchasing agreement, identified as Contract No. 060122-VTL ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency, following a competitive solicitation.

Whereas, the Master Contract is made available to public agencies nationally for participation. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County, a political subdivision of the State of California.

Whereas, the Master Contract and the attachments thereto indicate that the Contractor may rely on any of its dealers (collectively, "Affiliated Entities" and each an "Affiliated Entity"), to satisfy Contractor's obligations hereunder. This Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on July 9, 2028, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term by up to three additional one-year extensions, one extension at a time, provided that the term of the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first.

2. Payment Limit. The County's total payments to Contractor under this Agreement shall not exceed $3,000,000("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. This Agreement is not exclusive, and the County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If the County issues any purchase orders to make purchases under this Agreement, the County will be

responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

3. Changes to the Master Contract. For purposes of this Agreement only, certain terms of the Master Contract are hereby amended, as follows, to satisfy requirements that apply to the County as a California public agency, and to reflect the County as the contracting party under this Agreement:

    a. Each reference in the Master Contract to "Participating Entity" and "Participating Entities" shall mean and include Contra Costa County.

    b. Section 10.A. (Audit) is amended, to read:

    "A. AUDIT. The County reserves the right to review books, records, documents, and accounting procedures and practices of the Contractor relevant to the County's purchases and payments during the term of this Agreement and for three (3) years following its expiration or termination. Following a request for such materials by the County or its auditor, the Contractor shall provide the County and its auditor copies of all requested materials within 30 days at the address designated by the County or its auditor. The requirements of this Section shall survive and remain enforceable for a period of three (3) years following the expiration or termination of this Agreement."

    c. Section 12 (Government Data Practices) is deleted and replaced with new Section 12 (Public Records), to read:

    "**12. PUBLIC RECORDS.** The County is a California public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 7920.000, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25), discovery requests, subpoenas, and court orders. Notwithstanding anything to the Contrary in the Master Contract, this Agreement and all materials produced for or provided to the County under this Agreement will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or if the County determines the materials are responsive to a discovery request, subpoena, or court order."

4. Registration with California Secretary of State. Within 30 days following the Effective Date, the Contractor's assigned Affiliated Entity shall register to do business in the State of California, or provide documentation of current registration, and shall remain in good standing with the California Secretary of State throughout the term of this Agreement. Contractor shall designate an agent for service of process in California who shall accept service of process on behalf of Contractor.

5. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement to Contractor or any Affiliated

Entities, the order of precedence for interpreting the Parties' obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.

6. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 60 days' advance written notice to the other Party.

7. Governing Law. Notwithstanding Section 14 (Governing Law, Jurisdiction, and Venue) of the Master Contract, or any other term of the Master Contract to the contrary, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles; and any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties to and the subject matter of the litigation.

8. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither Party will function as or represent it to be the other Party or its agent, and no officer, employee, or agent of one Party shall hold themselves out to be an officer, employee, or agent of the other Party. This Agreement does not create any rights or obligations between the Parties other than those expressly set forth herein; and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other person or entity other than the County and Contractor.

9. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, or if the County issues a purchase order to an Affiliated Entity identifying the purchase is made pursuant to this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

10. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.

11. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all local, State of California, and federal laws and regulations, including State of California wage and hour laws to the extent they are applicable to the work Contractor performs. Nothing in this Agreement authorizes Contractor to perform, and Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all applicable requirements of the California Department of Industrial Relations.

12. Notices. Notices to the Parties shall be provided to:

Contractor:

ST Engineering - LeeBoy
500 Lincoln County Pkwy. Ext.
Lincolnton, NC 28092
Telephone: (980) 677-2730
Contact: Brian Thornton
Email: brian.thornton@leeboy.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending Party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending Party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending Party of its obligation to give notice to the receiving Party in the manner required by this Section. A notice given in accordance with this Section shall be deemed received by the receiving Party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid. A Party may change its contact listed above by giving written notice to the other Party in any manner authorized by this Section at least five (5) days before the change becomes effective.

13. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by either Party without the express written permission of the other Party, which shall be within that Party's sole discretion to provide.

PARTICIPATING ADDENDUM
for
Roadway Paving Equipment

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **ST Engineering LeeBoy, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Master Contract

DocuSign Envelope ID: 2AFF284A-AB74-4549-86F6-2C1299B11152

Sourcewell

Solicitation Number: RFP #060122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ST Engineering LeeBoy, Inc., 500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 2AFF284A-AB74-4549-86F6-2C1299B11152

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/29/2022 | 12:57 PM CDT

ST Engineering LeeBoy, Inc.

DocuSigned by:
By: Jay Horn
662FBEB616DF419...

Jay Horn
Title: CFO

Date: 8/3/2022 | 4:08 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 8/3/2022 | 8:35 PM CDT

DocuSign Envelope ID: 2AFF284A-AB74-4549-86F6-2C1299B11152

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name:	LeeBoy
Address:	500 lincoln county Pkwy ext lincolnton, North Carolina 28092
Contact:	Bryce Davis
Email:	davisbl@leeboy.com
Phone:	980-525-6002
HST#:	

Submission Details

Created On:	Tuesday April 19, 2022 09:07:25
Submitted On:	Friday May 27, 2022 12:55:08
Submitted By:	Bryce Davis
Email:	davisbl@leeboy.com
Transaction #:	14cecec9-2012-4daa-9fe9-326f546d0a18
Submitter's IP Address:	216.75.248.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ST Engineering LeeBoy, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LeeBoy, Rosco, LeeBoy Performance	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LeeBoy does not need a CAGE code nor a Unique Entity Identifier. However, LeeBoy's carries a DUNS number (09-125-6297) for federal government use.	*
5	Proposer Physical Address:	500 Lincoln County Pkwy Ext, Lincolnton, NC 28092	*
6	Proposer website address (or addresses):	https://www.leeboy.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jay Horn, CFO, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, jay.horn@leeboy.com, 704-966-3317	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deanna Saunders, Inside Sales, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, deanna. saunders@leeboy.com, 704-966-3371	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lee Huss, Sales Engineer, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, lee.huss@leeboy.com, 704-966-3329	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	B.R. Lee Industries, Inc. (LeeBoy) was founded in 1964 in Denver, North Carolina, by B.R. Lee. Over the past 58 years Leeboy has dedicated itself to have the best value available for road maintenance equipment. In 1970, LeeBoy evolved from its successful pull-type paver design to its first self-propelled tilt-hopper. B.R. Lee and his family continued the tradition of quality and innovation that the commercial paving contactors had come to count on. In the 1980's Leeboy expanded its product line to include rollers, graders, asphalt maintainers, and trailer-mounted asphalt distributors to create an all-encompassing paving product package. Then, the LeeBoy product grew with the innovation of the 8500 asphalt paver series which included the industry leading legend screed system. In 2001, Exponential growth continued with the purchase of Athey force feed loaders and the Rosco road maintenance products. Giving LeeBoy the greatest lineup of paving, grading, and road maintenance equipment in the road construction industry. LeeBoy's sales team of individuals have a collective 100 plus years of industry experience with the objective to address not only the machinery but the customers as well. With all the experience and passion given LeeBoy delivers what the customer expects. The most important goal for LeeBoy is to uphold its worldwide reputation of providing quality products to every customer at the best value available. The LeeBoy vision is fueled by listening to those who can provide the most candid feedback. LeeBoy will always provide paving contractors with simple, functional, affordable, and reliable equipment. All built with the paving professionals in mind.	*

11	What are your company's expectations in the event of an award?	In the event LeeBoy receives an awarded contract this will be our number one sales tool in driving our municipality sales in both the United States and Canada. LeeBoy will continually educate both LeeBoy's territory managers and LeeBoy's authorized dealerships. We have a national accounts manager that will make sure our product, parts, and services surpass all Sourcewells expectations.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LeeBoy's financial report and credit references are attached. The financial report includes financial highlights, director's statements, independent auditors report, consolidated income statement, balance sheets, and statements of changes in equity.	*
13	What is your US market share for the solutions that you are proposing?	LeeBoy holds the number one commercial class asphalt paving market in the United States. LeeBoy's commercial market share has always ranged from 50% up to 70%- year end and out.	*
14	What is your Canadian market share for the solutions that you are proposing?	LeeBoy's Canadian market share for commercial class asphalt pavers has always been around 50%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, LeeBoy has never petitioned for bankruptcy protection in our 58 years of being in business.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LeeBoy is best described as manufacturer of road maintenance and paving equipment. LeeBoy offers over 30 unparalleled road maintenance paving equipment. LeeBoy's dealers are thriving self-governing businesses that are in both North America and Canada. Each dealership has a LeeBoy territory manager that keeps the dealers up with the latest products and sales tools. Our dealerships help deliver products to any contractor or municipality.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LeeBoy is not required to hold any licenses or certifications to pursue business contemplated by the RFP. However, LeeBoy has an ISO 9001 certification that ensures our products and services exceeds the necessary standards and demonstrates continuous improvements. Also, LeeBoy holds a truck dealer license in order to sale our distributor trucks to our end users.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no "Suspension or Debarment."	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	There are too many awards to list over the past five years. Below are just a few of our awards that were awarded to LeeBoy. Contractor's choice awards by roads and bridges media. For five consecutive years we have been awarded the small asphalt paver class award along with a few other awards. • 2016 Asphalt pavers –small • 2017 Asphalt paver small • 2018 Asphalt paver small • 2019 Asphalt paver small • 2020 Asphalt paver small • Asphalt screed • Road patching • Motor grader • Concrete curb and gutter Asphalt contractor magazine has chosen the top 30 editor's choice award. Products have been tested by end users that say they cannot work without these machines. During this 5-year period we have been awarded on the pavers below. • 8530 Asphalt paver • 8515E Asphalt paver • 5300 Asphalt paver LeeBoy has several awards regarding the factory and the community. • Three consecutive years of NC Department of Safety Achievement. • American Cancer Society "Relay for Life"- top funding team. • Association of Equipment Manufacturers "I Make America"- Recognition of outstanding contribution to the people and communities of the equipment manufacturing industry. • ST Engineering "President Award"- Most outstanding financial achievement.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30-35% of LeeBoy's sales are to government sectors in the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 2-5% of LeeBoy's sales are to educational sectors in the past 3 years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy primarily uses the Sourcewell contract as our one and only way to promote municipalities. LeeBoy used the STS contract for one state until they transferred to the Sourcewell contract. Several of LeeBoy's dealers hold various contracts to help promote municipality's sales, but their primary way to acquire municipalities is through Sourcewell.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy no longer holds any GSA contracts. Five years ago, the contract expired, and we made the decision to only use the Sourcewell contract.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Joe Castaletta	323-526-9204	*
Holmes County	Andy Tharpe	850-326-2423	*
DE Department of Transportation	George Unkle	302-760-2407	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stephens County District 1	Government	Oklahoma - OK	Road Work	Two Machines	$239,938.75	*
Lea County	Government	New Mexico - NM	Road Work	Two Machines	$600,000.00	*
Gibson County	Government	Tennessee - TN	Road Work	One Machine	$235,396.00	*
El Dorado County	Government	California - CA	Road Work	One Machine	$258,524.00	*
City of Portland	Government	Oregon - OR	Road Work	One Machine	$221,582	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	LeeBoy sales force includes a combined effort of sales and field team members, inside sales team, and the marketing department. The sales and marketing team has 13 current members. Out of the 13 members LeeBoy's territory managers consist of 9 members. These nine territory managers help manage all 51 United States and Canada dealerships. Each dealership has multiple locations in the surrounding area and states. LeeBoy's territory managers are responsible for building not only dealer relationships but customer relationships as well. They will educate, advise, and support any contractor or municipality not only during the sale, but after as well.	*
27	Dealer network or other distribution methods.	LeeBoy has a prestigious dealer network that is vital to the success of our company. We currently have 55 dealers with a total sales force of 500 plus in the field promoting LeeBoy. Our authorized dealerships have a LeeBoy territory manager that assists in all contractor and municipality sales.	*
28	Service force.	LeeBoy's service team has 26 current members with a mix of inside and outside team member. These members work with our dealer network servicing and supporting all our products and customers. Our product support representatives help assist both the end users and the dealer technicians. LeeBoy's dealer network has 55 current dealers with well over 800 service members in the field supporting and providing parts. The service team preforms rebuilding existing equipment and assisting the end user to be productive and profitable. LeeBoy has a rapid response team that is available all day and night.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whenever a contractor or municipality wants to place an order through Sourcewell. The municipality should contact their local LeeBoy dealer. The dealer will then contact LeeBoy's territory manager for a quote. Once the quote is completed by the proper inside sales representative. The quote will then be sent back to both the territory manager and the dealer. Whenever the contractor or municipality accepts this quote, it will then be sent back to LeeBoy to process the order.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LeeBoy's dealer network should be able to respond to any need within twenty-four hours if not sooner. If a complication occurs on a machine which results in a manufacturing defect LeeBoy will cover the cost of within our two-year machine warranty. LeeBoy supports product training, troubleshooting, online diagnostics, and parts. LeeBoy assist dealer network with both the territory managers and product support representative.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LeeBoy will provide all products and services to all 50 states in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LeeBoy will provide all products and services to Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	LeeBoy will support any geographical region in the United States and Canada. There are no limitation serving sourcewell members.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	LeeBoy is honored to serve all Sourcewell members within the United States and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions when serving Sourcewell members in Hawaii and Alaska. LeeBoy has local dealers in both states to support both contractors and municipalities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	LeeBoy is involved in an average of 7 national trade shows a year along with local trade shows with all Dealers totaling as many as 100 shows a year. Promotional and Marketing items used but not limited to, Equipment Brochures, Ad's, website (www.LeeBoy.com), Facebook, Twitter, Linked In, Instagram, YouTube, Webinars, signage, dealer open house events, dealer demo events, LeeBoy university training classes and sales school, and promotional sales and marketing videos. see link for Sourcewell video. https://www.youtube.com/watch?v=XBxNQ183ZKE&t=27s Please see uploaded Form "A #36 Marketing Examples" to analyze how LeeBoy promotes the Sourcewell contract.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LeeBoy currently has 1 website, www.LeeBoy.com. We work to make improvements and updates constantly to help the customer educate themselves about the product offerings like adding resources and videos. Our websites have links to Sourcewell and tools to help educate about the benefits of this tool. Facebook will be utilized to help with the social media aspect. LeeBoy is committed to stay on top of the latest technology.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In the event of an awarded contract LeeBoy recognizes Sourcewell as a partnership rather than relying on Sourcewell to promote our products. However, LeeBoy immensely appreciates Sourcewell's marketing presence. We will continue to use Sourcewells marketing material to promote all government, educational, and not-for-profit contract along with rental contracts as well. Continually uplifting our sales force to utilize Sourcewell. We will continue to educate our sales force and how to utilize Sourcewell and the available tools. LeeBoy has been selling equipment through Sourcewell for 16 years. During this time LeeBoys territory managers and dealers have gained a substantial amount of knowledge regarding Sourcewell. One of our goals is to make it easier for the end user to do business with LeeBoy. The other goal is to continually educate the end user and the dealerships about Sourcewell through sales schools, dealer events, and customer events.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	LeeBoy does not offer an e-procurement ordering process. LeeBoy's customers have different needs depending on the geographical region. This creates customization of equipment to satisfy their needs. Nevertheless, we use an e-quote for efficiency. However, LeeBoy is always looking for new ways to update our ordering and payment processes through technology.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Once a machine is purchased and the product is delivered, we offer operator training on every sale. With this training we will have either a LeeBoy territory manager or a LeeBoy rapid response personnel on the job to discuss safety and proper methods for application and operations of the machinery. During this training we will start with the overview and safety of the machine. Then the setup of the machine followed by the startup of the machine and go through the basic operations and best practices. In closing, we will discuss the proper maintenance required to maintain the equipment for the best long-term value of the equipment.	*
41	Describe any technological advances that your proposed products or services offer.	LeeBoy is a market leader in the commercial class pavers for well over 25 years. During this time, we have always been on the leading edge with innovation and technology improvements. We have reduced the amount of energy required to maintain the screeds heat through an automatic temperature-controlled device. Remote monitoring (Telemetric) is available to monitor how the machine is preforming and determines when your machine needs maintenance. We have a wireless self-loading brush for the NV55 broom. A hot oil system installed on a distributor truck that reduce the amount of time to apply bitumen and creates less wear on the pump. Centralized manifold for ease of access and maintenance, and a wireless in truck controls for ease of operation on our tack tanks.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At LeeBoy we are committed to creating a better world. We have taken the initiative to continually develop products with fewer emissions. Since 2013 our overall waste reduction is 65%. Below are some actions that LeeBoy took upon itself to reduce waste and emissions at the factory. • Purchased solvent recycling system for paint operations. • Purchased more efficient paint control system. • Improvements to product life cycle. • Hundreds of recycling containers throughout production and offices. • Recycled scrap metal • Recycled oil • Recycled cardboard • Recycled batteries • Recycled computers • Collection of aerosol cans for proper disposal. • Replacing all lighting will LED bulbs. • Purchased water treatment plant to clean our wastewater. ST Engineering has reduced greenhouse gasses by 71% in ten years. We are on track to reduce another 70% in the next ten years.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	LeeBoy proudly holds an ISO 9001: 2005 - ASQ/ANSI/ISO 9001:2015 certificate. The scope of this certificate is the Design and Manufacturing of: • Construction Equipment • Maintenance Equipment • Specialty Vehicles One example for the ISO 90012015 is ISO code Number 20 / 18 / 15: Certified cleanliness of new hydraulic oil straight from the manufacturer. LeeBoy has an NEC permit for the discharge of water, and an air permit from NC Department of Environmental Quality.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Monroe Tractor is one of our authorized dealers, which is a woman owned business. We have several small business dealers, along with several veteran owned dealers. A few of our veteran owned businesses are: • Mid-South Machinery • Nixon-Egli Equipment • ROMCO Equipment • Closner Equipment • ASCO • Founder of McLean Company • Founder of Hoffman • Founder of Richmond Machinery • Founder of Allied Machinery • Founder of PAPE Machinery At LeeBoy we have an Affirmative Action Plan. This is used to focus heavily on the recruitment of women, minorities, and veterans.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	LeeBoy has many unique attributes that are not only offered with our products but our services as well. We believe in providing equipment with the best overall value available. Always leading the way with quality and innovation for over 58 years. • Having a dealer network with sales, parts, and local service support in all 50 states and in all of Canada. • We have one of the largest sales and production support team in the field of any of our competitors. • Product warranty are unlimited hours, no restrictions during the time of warranty. Our warranty is based on the initial date of service. With unprecedented industry leading two full years of warranty protection for the end user. • Our products are designed and built with the operator in mind for the ease to operate and maintain the equipment. • We offer end users product service training in the winter and spring across the country in various locations each year. This includes customer maintenance and operation training along with helpful tips and best practices. The training is an open forum base where if specific questions or concerns arise it can be addressed at this time. LeeBoy offers this training year around online. • LeeBoy has the best return on investment in the commercial class asphalt paver market. With all our other niche products LeeBoy supports the municipality customers for the life of the machine from any local dealership, and on second to none 24/7 dealer factory support.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Warranty document is attached in the uploaded section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. the warranty is not restricted on hour usage. LeeBoy warrants any defect in the machine when the machine is used as properly designed. Please refer to the uploaded warranty document for more information.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty for repair on machines with less than fifty hours in service will have a factory trained service representative. The service representative will be reimbursed at a rate of $2.00/mile maximum of 100 miles and three hours maximum shop rate.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No geographical restrictions. All areas are covered by local LeeBoy authorized dealerships in the United States and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LeeBoy warrants all parts manufactured or installed by LeeBoy except for any engines, truck chassis, or tires. Which in return is covered by the engine, truck, and tire manufacturer.	*
51	What are your proposed exchange and return programs and policies?	LeeBoy has no set policy for exchange or returns. However, LeeBoy has always stood behind what we build. Our product will be free of defects. In the event they are not free of defects LeeBoy will take precise actions to mend the defect.	*
52	Describe any service contract options for the items included in your proposal.	LeeBoy offers an extended warranty program through Glynn General if requested by the customer or dealership. The extended warranty will cover another one to three years on top of LeeBoy's factory warranty.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	If a manufacturing defect in factory supplied materials or factory workmanship is found and the authorized LeeBoy dealer ("Dealer") is notified during the warranty period, LeeBoy will be responsible for repairing or replacing any part or component of the unit or part that fails to conform to the warranty during the warranty period. See uploaded warranty document for more information. LeeBoy's dealership may have additional performance standards or guarantees that apply on top of LeeBoy's warranty.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LeeBoy affiliates directly with dealerships, which in return the dealerships deal directly with the end user. Therefore, each policy, metric, and KPI regarding service standards and guarantees will vary depending on which local LeeBoy dealership the Sourcewell member uses. LeeBoy's territory manager and rapid response team will always be there to help any end user.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Terms of sale to our dealer network will be net 30 days. LeeBoy's dealers will normally handle the terns to the end user.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	LeeBoy uses a third-party financial organization which is proud to offer Sourcewell members financing and leasing options. Finance can be used with new, used, and rent to own equipment. In the document upload section, you will find our dealer rental program.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	LeeBoy's standard transaction document is uploaded in the document upload section.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Currently we do not accept the P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	LeeBoy is offering a discounted price from our published prices. Refer to "2022 LeeBoy's Sales Discount" for further information.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's discounted price will be 10% off LeeBoy's list price and rental equipment.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	LeeBoy' offers the best price available for individual machines. Therefore, our products are rarely bought in volume.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Leeboy has many standard and non-standard items that are listed with the price sheet. In the event the end user wants to purchase an open market or nonstandard option that is not on the price sheet. LeeBoy will quote the option to the dealer on each request.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Everything is spelled out and included in our quote. Some dealers add local freight, PDI, and extra warranty. This will be included and there will be no hidden costs.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	When LeeBoy quotes one of its products to a Sourcewell member there is a freight charge that is good for 10 days. If they do not accept the quote within the 10-day time frame LeeBoy will issue another quote with a new freight charge. Once it is at the dealership the Sourcewell member can either choose customer pick-up, or the dealer can deliver it with an additional freight charge.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Hawaii, Alaska, and Canada has an additional dealer freight charge. Additional freight charges will be discussed between the dealer and the Sourcewell member.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	LeeBoy's dealers have a wide range of LeeBoy products on their lot at any given time. The sourcewell member can visit their local LeeBoy dealer to examine our products. Depending on the product size and weight can affect the price on freight charges. LeeBoy dealerships have stock machines on their lot that any sourcewell member can purchase.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	LeeBoy has an internal sales self-audit annually. During this audit we will review all the Sourcewell contracts that LeeBoy has quoted. LeeBoy's second audit process is the cooperate audit. We hire a professional firm (example: PWC) to audit out documents annually.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One-way LeeBoy tracks its success is by creating a list for each quote daily until quotes are either accepted or closed out. This will be stored in a document and sent out quarterly and yearly. The document is examined in our bi-weekly sales meeting as well. This document not only helps us track our success but helps LeeBoy improve success with municipalities through the Sourcewell contract.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	LeeBoy proposes an administration fee of 1% for order process of our company's equipment sold through the Sourcewell contract. This fee does not pertain to freight or pre-delivery inspections.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	LeeBoy's is offering all or our market leading product lines. This includes all LeeBoy's highway, commercial, and governmental equipment. Our products consist of 11 different Asphalt Pavers, three different Tack Tanks, three Motor Graders, five different Brooms, three different Max Distributor trucks with six different rated capacities on each Distributor truck, two different Road Wideners, one Force Feed Loader, one Patcher truck, and one Chip Spreader. For a total of 30 products with a chance of more in the future. Also, LeeBoy offers all the product support and training that is required to back all the equipment.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Paver: • Wide Conveyor Pavers • Narrow Conveyor Pavers • Tilt Pavers Broom: • Front Mount Brush • Center Mount Brush • Three Wheel Broom Skid or trailer mounted Tack Tanks: • 150 Gallon Tank • 300 Gallon Tank • 600 Gallon Tank Distributor Truck with several different tank sizes: • Maximizer 2- 12' Spray Bar • Maximizer 3- 16' Spray Bar • Maximizer 4- 24' Spray Bar	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	(•) Yes ( ) No	Our asphalt pavers, distributors, and loaders can be configured in several different ways to provide the perfect product to our end user.
74	Steel-wheeled and pneumatic tire rollers	( ) Yes (•) No	N/A
75	Wideners, tack distributors, cold planers, and compactors	(•) Yes ( ) No	Except for planers and compactors. LeeBoy's Wideners and tack distributors can be configured in several different ways to provide the perfect product to our end user.
76	Concrete mixers, and gunite or shotcrete delivery equipment	( ) Yes (•) No	N/A
77	Other	(•) Yes ( ) No	The additional equipment that is added to the Sourcewell contract is our Brooms, Motor Graders, Patcher Truck, and Chip Spreader. All the equipment can be configured in several different ways to provide the perfect product to our end users.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell 2022 Current Pricing Rev 5.24.2002.pdf - Wednesday May 25, 2022 11:11:51
- Financial Strength and Stability - ST Engineering Annual Report 2020.pdf - Wednesday May 18, 2022 14:15:14
- Marketing Plan/Samples - Form A #36 Marketing Examples_Final 5.2022.pdf - Wednesday May 18, 2022 14:21:45
- WMBE/MBE/SBE or Related Certificates - New York State WBE Certificate for Monroe Tractor Implement Co. Inc_.pdf - Wednesday May 18, 2022 14:21:56
- Warranty Information - Two_Year_Warranty_Statement_for_Customers (1).pdf - Wednesday May 18, 2022 14:22:06
- Standard Transaction Document Samples - Standard Transaction Document.pdf - Wednesday May 18, 2022 14:22:30
- Upload Additional Document - Sourcewell Additional Documents.pdf - Wednesday May 18, 2022 14:28:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jay Horn, Chief Financial Officer, ST Engineering LeeBoy, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	☑	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	☑	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	☑	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	☑	1

DocuSign Envelope ID: E3217703-28C9-45D2-ABE7-DEBB62C7F074

AMENDMENT #1
TO
CONTRACT # 060122-VTL

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ST Engineering LeeBoy, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Roadway Paving Equipment to Sourcewell and its Participating Entities, effective August 3, 2022, through August 1, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D00489...
Jeremy Schwartz, Director of Operations/CPO

Date: 10/2/2023 | 9:37 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 10/2/2023 | 9:40 AM CDT

ST Engineering LeeBoy, Inc.

DocuSigned by:
By: Jay Horn
002FBEB010DF419...
Jay Horn

Title: CFO

Date: 10/2/2023 | 8:54 AM CDT

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4192 **Agenda Date:** 10/7/2025 **Agenda #:** C.142.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum with Garland, DBS, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with Garland/DBS, Inc., in an amount not to exceed $10,000,000, for the purchase of roofing and waterproofing supplies, related products and ancillary services for use by the Public Works Department, during the period of October 7, 2025 through October 14, 2029, under the terms of the Master Contract awarded by Omnia Partners and the Region 4 Education Service Center, a Texas Public Agency, and distributed through a network of independent dealers, Countywide.

FISCAL IMPACT:
Product and service costs will be funded by the Public Works Facilities Budget.

BACKGROUND:
Contra Costa County Purchasing Services is requesting approval of a Participating Addendum for the purchase of roofing and waterproofing supplies, related products and ancillary services offered through Garland/DBS, Inc. Products are guaranteed through the master contract awarded by Omnia Partners and the Region 4 Education Service Center, a Texas Public Agency. Approval of the addendum between Contra Costa County and Garland/DBS Inc., allows the County to obtain guaranteed pricing available through the Omnia Partners and the Region 4 Service Center, a Texas Public Agency contract. The purchase will support Public Works Facilities Maintenance Division with a variety of roofing and waterproofing supplies, related products and ancillary services, required by Public Works Facilities and provide significant discounts off published list prices.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, the Public Works Department would be paying full price on roofing and waterproofing supplies, related products and ancillary service purchases.

PARTICIPATING ADDENDUM
for
Roofing Supplies and Services, Waterproofing, and Related Products

---

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Garland/DBS Inc. (Omnia Contract No. PW1925)

This Participating Addendum ("Agreement") is made and entered into as of October 7, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Garland/DBS, Inc., a Delaware corporation ("Contractor"), whose principal place of business is located at 3800 East 91st Street, Cleveland, OH 44105. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor entered into a cooperative purchasing contract with Racine County, Wisconsin, following a competitive solicitation, identified as Contract No. PW1925 and all amendments thereto (collectively, the "Master Contract"). The Master Contract is made available to public agencies nationally through the OMNIA Partners cooperative purchasing alliance. Under the Master Contract, the Contractor sells roofing supplies, waterproofing supplies, and related products and services, as more particularly described in the Master Contract. The term of the Master Contract has been extended through October 14, 2029.

Whereas, the Master Contract is made available to public agencies nationally through the OMNIA Partners cooperative purchasing Program. The Master Contract acknowledges that a participating agency may contract with the Contractor under a participating addendum that incorporates the Master Contract's terms and makes any necessary modifications to those terms to meet legal requirements that apply to the participating agency.

Whereas, the County has determined that entering into this Agreement to participate in the Master Contract is in the interests of the County. The County requires the use of this Agreement in order to purchase roofing and waterproofing supplies and ancillary services, such as delivery services, from the Contractor under the pricing and terms of the Master Contract, as may be modified herein. However, the County is not intending and will not use this Agreement to contract for any services relating to roofing or waterproofing services.

Whereas, Contractor may rely on third-parties, such as suppliers and distributors, (each, an "Affiliated Entity," and, collectively, "Affiliated Entities") to satisfy Contractor's obligations under this Agreement, provided that Contract is responsible for ensuring their compliance with this Agreement.

Agreement

NOW, THEREFORE, the County and the Contractor agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 14, 2029, unless it is sooner terminated. The expiration date of this Agreement is the same date the Master Contract expires. If the Master Contract is amended to extend its expiration date beyond October 14, 2029, the Parties may agree to amend this Agreement by the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until this Agreement expires or is terminated.

2. Payment Limit. The County's total payments to the Contractor and Affiliated Entities under this Agreement shall not exceed $10,000,000 ("Payment Limit"). If the County issues any purchase orders under this Agreement, the total of all purchase orders issued under this Agreement shall not exceed the Payment Limit. Notwithstanding anything to the contrary herein or in the Master Contract, nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.

3. No Public Work/No Public Project. The Contractor and Affiliated Entities shall not perform any work or service under this Agreement that would qualify as a public work under the California Public Contract Code, or that would require the payment of prevailing wages under the California Labor Code, including but not limited to installation, waterproofing, and roofing work. **Purchases under this Agreement shall be limited to supplies and ancillary services, such as delivery services.** .

4. Incorporation of the Master Contract; Interpretation. The Master Contract is incorporated herein by reference. The Contractor shall sell products and supplies to the County on the same terms, and based on the same pricing, as set forth in the Master Contract. The County will make purchases under this Agreement using standard County purchase order forms. The County will refer to this Agreement in any purchase order issued under this Agreement. The terms of the Master Contract shall prevail over any conflicting term in a purchase order and shall govern the Parties' obligations.

5. Insurance. Within 10 days following the Effective Date and within 10 days after any policy renewal, the Contractor shall furnish to the County one or more certificates of insurance establishing that the Contractor maintains the policies of insurance required by the Master Contract. Contractor's certificates of insurance shall list **"Contra Costa County, its officers, employees, and agents"** as additional insureds under such policies. Said certificates of insurance also must document that the Contractor's insurers waive subrogation rights against the County for losses paid under the insurance policies required by this Agreement.

6. Indemnification. Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives from and against any claims or causes of action, costs, expenses, damages, liabilities, and attorney's fees (collectively, "Liabilities") resulting from or arising out of the performance hereunder of the Contractor, its officers, employees, agents, sub-suppliers or sub-contractors, or anyone directly or indirectly employed by the Contractor, or any person or persons under the Contractor's direction and control, including but not limited to Affiliated Entities, provided such Liabilities are due or claimed to be due to the acts or omissions of the Contractor or any of its officers, employees, agents, sub-suppliers or sub-contractors, Affiliated Entities or anyone directly or indirectly employed by the Contractor, or any person or persons under the Contractor's direction and control. The County will provide the Contractor with prompt notice of any such claim or action to permit the Contractor to defend any claim or action, and that the County will cooperate fully in such defense. The County retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld. Notwithstanding anything to the contrary herein, the Contractor shall not be obligated to indemnify the County from any Liabilities that arise from the sole negligence or sole willful misconduct of the County. This

Section shall survive and remain enforceable following the expiration or termination of this Agreement.

7. Governing Law; Interpretation. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties and the subject matter of the litigation. The interpretation of this Agreement, the Master Contract, and any purchase order issued under this Agreement for the acquisition of goods shall be subject to the following order of precedence: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.

8. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

9. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein. Nothing in this Agreement shall be construed as conferring any rights upon any third parties or any person other than the County and the Contractor.

10. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the parties.

11. Termination. Notwithstanding anything to the contrary in the Master Contract, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in paragraph 13 (Notices).

12. Performance. The Contractor affirms that there are no encumbrances or obstacles that will prohibit its performance pursuant to the terms of this Agreement. The Contractor shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract, as modified by this Agreement.

13. Notices. Notices to the Parties shall be provided to:

Contractor

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Attn: Jordan Trimble
Telephone: (937) 689-7100
Email:

County

Contra Costa County – Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending party, or sent by First Class certified (return receipt required) U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class certified (return receipt required) U.S. Mail with postage prepaid. Either Party's designated representative may change the Party's address listed above by providing written notice to the other Party in accordance with this section.

14. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding anything to the contrary in the Master Contract, this Agreement may not be assigned by either Party without the express written permission of the other Party, which shall be within that Party's sole discretion to provide.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date first written above.

Participating Entity: **Contra Costa County**	Contractor: **Garland/DBS, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name: Jordan Trimble
Title: Procurement Services Manager	Title: Director of Strategic Operations
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____
Stephen M. Siptroth
Assistant County Counsel

Attachments:

Exhibit A – Master Contract (Racine County/OMNIA Contract No. PW1925)

Public Works & Development Services
14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax: 262-886-8480

Finance Department

Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403-1238
Phone (262) 636-3700
Fax (262) 636-3763

Duane McKinney
Purchasing Coordinator

August 7, 2019

Dear Prospective Bidder:

You are invited to submit a bid to provide Roofing Supplies and Services, Waterproofing, and Related Products and Services, for Racine County and other municipal governments and local public agencies. A copy of this solicitation is available for download at: https://racinecounty.com/doing-business/purchasing-rfps-and-bids. Sealed bids are due on or before **2:00 p.m**. on **Monday September 9, 2019** at the above address. Late bids will not be accepted.

Bids must be in a sealed envelope or box and show the Bidder's name, address, and solicitation number on the cover. Your bid must be manually signed and dated and include all requested information.

Any questions regarding this Invitation For Bid must be directed to:

Duane McKinney, Purchasing Coordinator
Telephone: 262-636-3700
Duane.McKinney@racinecounty.com

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance.

General questions may be directed to the Purchasing Coordinator at 262-636-3700 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

If your firm chooses not to submit a bid for this procurement, please complete Attachment A – No Bid Form.

RACINE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Coordinator
Encl: Bid Package

Public Works & Development Services
14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax: 262-886-8480

INVITATION FOR BID
Bid # PW1925

Roofing Supplies and Services, Waterproofing, and Related Products and Services

A. INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUESTIONS
Bidders are reminded to carefully examine the bid and specifications upon receipt. If the Bidder does not fully understand the Invitation For Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted in writing to Duane McKinney, Purchasing Coordinator, by **4:00 p.m.** on **Monday August 19, 2019**, either by fax or e-mail for interpretation or correction of any printed material.

Fax: 262-636-3763
E-mail: Duane.McKinney@racinecounty.com

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the bid period. If necessary, in Racine County's sole discretion, answers to questions will be provided to all specification holders in the form of an addendum. Any addendum will include a list of each question received and Racine County's response as of the date of the addendum.

2. NON-MANDATORY PRE-BID MEETING
A **non-mandatory** pre-bid meeting will be held at **9:00 a.m. local time on Thursday, August 15, 2019**, in the 1st floor conference room of the Racine County Courthouse, located at 730 Wisconsin Avenue, Racine, WI. While non-mandatory, it is strongly encouraged for Bidder's to attend the pre-bid meeting. Oral statements or discussions during the pre-bid meeting will not be binding. Any questions should be submitted in writing per item 1. of this Section. Changes, if any, will only be made in writing via Addenda as described in item 3. Addenda.

3. ADDENDA
Any changes made as a result of a written request will be issued via bid addenda to all prospective bidders and if necessary, an extension will be made to the bid opening date. Addenda will be posted to the Racine County Website (racinecounty.com) under Bids/Proposals. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid. Bidders who do not return the addenda may have their bids rejected. If you are unable to access the internet, contact Racine County Finance Department at 262-636-3129 for a hard copy.

If the Bidder receives a proposal packet from any source or entity other than Racine County Finance, the Bidder is responsible for contacting Racine County Finance and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

4. METHOD OF BID

Bidders shall submit bids on the Bid Form attached to this IFB and incorporated herein as Attachment C, and shall submit all other information and materials required by this IFB. A legally authorized representative of the Bidder shall sign the Certification of Vendor section of this IFB. Bids written in pencil or in a format other than the attached forms will be rejected. Erasures or corrections of mistakes on Bid Form will be initialed or signed by Bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing. Racine County makes no warranty or representation as to the application of the Wisconsin Public Records Law (Wis. Stat. § 19.31, *et seq.*) (the "WPRL") to any documents and information submitted in response to this IFB.

5. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this IFB.

6. TWO COPIES ARE REQUIRED

Unless otherwise specified, one (1) original and one (1) copy, and two (2) flash drives of your bid response are required. At least one (1) response must have an original signature in **blue** ink under Certification of Vendor.

7. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County however if an award is made, it will be awarded as outlined in item 3. Award under Section D. Award Information.

8. ADDRESSING OF BIDS

The bid shall be submitted in a sealed envelope; no faxes or electronic submissions are permitted. Sealed envelope shall be marked with Bidder's name and return address and shall be addressed as follows:

TO: PURCHASING COORDINATOR
RACINE COUNTY COURTHOUSE, 4th FLOOR
730 WISCONSIN AVE
RACINE, WI 53403-1238

On the front of the envelope write: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES**
Solicitation Number: PW1925
DUE: September 9, 2019

9. DUE DATE
   Sealed bids will be accepted by Racine County Finance until **2:00 P.M. CDT, MondaySeptember 9, 2019.** All Bids will be reviewed and evaluated as described in Section D, Award Information..

   Any Bid received by the County after this date and time will be not be accepted. Bidders are responsible for ensuring that the above office receives its Bid before the deadline.

10. AMENDMENTS TO BIDS
    Subject and pursuant to Wis. Stat. § 66.0901(5), each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. However, no changes to the line item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

    Formal bid amendments thereto, or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

11. LATE BIDS
    Late bids will not be accepted and will be returned unopened.

12. WITHDRAWAL OF BIDS
    Bids may be withdrawn by written or electronic request received from Bidder prior to time and date fixed for bid opening if the Bid contains a mistake, omission, or error. Subject to Wis. Stat. § 66.0901(5), negligence on the part of the Bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened, and the Bidder may not re-bid upon this IFB unless no contract is awarded under this IFB and this IFB is re-advertised.

13. BIDS BINDING – 60 DAYS
    Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

B. TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS
   The successful Bidder (the "Contractor") agrees to all of Racine County's General Terms and Conditions located at https://racinecounty.com/home/showdocument?id=11726 and incorporated by reference herein.

2. INSURANCE
   i. Requirement:
      Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work

hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

ii. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).

2. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

3. Workers' Compensation and Employers Liability: Workers’ Compensation limits as required by the State of Wisconsin and Employers Liability of $1,000,000 per occurrence or disease.

4. Professional Liability (Errors and Omissions) Coverage: $1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.

5. Commercial Umbrella or Excess Liability Coverage: $2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

6. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain “All-Risk” Builder’s insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief,

wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

iii. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Racine County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

iv. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance

   a. Additional Insured Requirement. Racine County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

   b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

   c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e. Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

v. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Racine County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Racine County.

vi. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Racine County.

vii. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Racine County Courthouse, Purchasing Department, 730 Wisconsin Avenue, Racine, WI 53403. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Wisconsin law.

2. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder’s Rating of “A” or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Racine County. All policies shall be subject to approval by the Racine County Corporation Counsel as to form and content.

3. Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

viii. Verification of Coverage

Contractor shall furnish Racine County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by the County before any work commences. Racine County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

ix. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

3. Bidder SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Racine County.

Bidder acknowledges that Racine County is an "authority" for the purposes of the WPRL. Any information obtained by Racine County is considered public records and will be subject to disclosure under the WPRL, except for information falling within one of the exemptions therefrom. Racine County is required to and shall comply with the WPRL in relation to any records, documents and information related to its dealings and relationship with the Bidder. Nothing in the Master Agreement shall be deemed or construed as a limitation on Racine County's discretion relating to compliance with the WPRL or other applicable law.

Notwithstanding the foregoing, if any of the material a Bidder provides is confidential or is a proprietary trade secret, Bidder may mark that material with a "Confidential" stamp. While Racine County will attempt to keep such information confidential, as an authority, it cannot guaranty that it will remain confidential. Racine County will endeavor to inform Bidders of a public records request to view or obtain such information. Any Bidder may contest such a request at its sole expense. Racine County assumes no responsibility for any liability whatsoever in relation to its compliance with the WPRL.

4. AFFIRMATIVE ACTION; NON-DISCRIMINATION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor on the Bid Page, you indicate your acceptance and compliance.

In connection with the performance of work awarded under this IFB, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a), sexual orientation as provided in Wis. Stat. § 111.36, national origin, or military service as provided in Wis. Stat. § 111.355(1). This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wis. Stat. § 16.765 (2)).

5. NATIONAL CONTRACT

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, participants have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation for the OMNIA Partners programs. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient

(formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment B).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Roofing Supplies and Services, Waterproofing and Related Products and Services Specifications purchased under the Master Agreement through OMNIA Partners, Public Sector is approximately $200M. This projection is based on the current annual volumes among Racine County, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

The successful Contractor will be required to sign Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

C. ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES SPECIFICATIONS

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the Purchasing Coordinator.

1. DESCRIPTION OF WORK

Bidders that are qualified are expected to propose the broadest possible selection of roofing systems and services, waterproofing products, and related products and services that they offer commercially. The intent of this IFB is to provide Participating Public Agencies with turn-key solutions to meet their various roofing and waterproofing needs. Therefore, the Bidder must demonstrate that it has sufficient experience in providing and installing roofing and waterproofing systems, roofing and waterproofing services, and other related services as described in item b. Qualifying Bidders under Section 3. Award Information. The Bidder must demonstrate in the bid that it satisfactorily possesses the necessary qualifications to Racine County and Participating Public Agencies as further described in Section C. Roofing Supplies and Services, Waterproofing, and Related Products and Services Specifications. The Master Agreement shall be available to Participating Public Agencies who wish to purchase roofing and waterproofing products separately, roofing and waterproofing installation services separately, or any combination of products and services together.

2. TERM

Contract Period: Contracts awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of sixty (60) full months.

Contract is renewable, at the sole option of Racine County. However, the total duration of the contract, including the exercise of any options, shall not exceed ten (10) years (initial sixty (60) month period and five (5) additional twelve (12) month extension periods). Participating Public Agencies may initiate contracts for projects under the Master Agreement until the end of the contract term. Agreements for projects initiated on or before the end date of the Master Agreement shall remain in effect until the project completion date. Terms and conditions set forth in the Master Agreement shall continue to be applicable for contracts executed on or before the end of the contract term.

Racine County may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.

3. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Racine County, such as: documented changed to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s). Racine County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Racine County. Requests for any such change must be received in writing by the Racine County Purchasing Department thirty (30) days prior to the expiration of the original contract term. Racine County may cancel the contract if the price increase request is not approved. All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Racine County retroactive to the effective date of the price reduction(s).

4. ALTERNATIVE COSTING METHOD

If a project requires goods and services that are not covered in the pricing schedule or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the successful Contractor may use the alternative costing method as follows: The successful Contractor will be required to: Obtain three (3) written cost proposals from local providers; Use the most advantageous cost proposal; Apply the Racine County discount as submitted on the Pricing Schedule; and All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the successful Contractor.

5. PRICE LIST FOR ADDITIONAL PRODUCTS

The intent is to enter into a Master Agreement for a complete line of roofing systems, waterproofing systems, products and related services. Therefore, in addition to specific line items listed on the pricing schedules, Bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products. Bidders shall attach to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists shall be the currently published National Standard Manufacturer's Price Lists. The supplier's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, the successful Contractor shall furnish current catalogs and price lists which shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Bid Form.

6. SPECIAL OFFERS & PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the successful Contractor may conduct sales promotions involving price reductions for a specified lesser period. The successful Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

D. AWARD INFORMATION

1. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

2. QUALIFYING BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section C. Roofing Supplies and Services, Waterproofing, and Related Products and Services Specifications, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees. In addition to the pricing and certification information indicated under item C. Award of this Section, Bidders will submit the following items with their bid: .

i. Include a detailed response to Exhibit A – Contract Requirements, located in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, to show proof of organizational capacity, equipment, and technical competency.
ii. Evidence of a roofing or general contractor's license from the State of Wisconsin to perform the work as described in this IFB.
iii. List of the state's contractor licenses held, either directly by the Bidder and any sub-contractors. The successful Contractor must use subcontractor's license provided with the bid response for work with Participating Public Agencies.
iv. Proof of insurance in the form of a letter from the insurance provider stating the provider's commitment to insure the Bidder for the types of coverage's or an Insurance Certificate to be in conformance with the types of coverage's noted in the IFB.
v. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.

vi. Proof of performance of similar experience demonstrated by providing a work history that describes their experience in providing labor, supervision, materials, equipment, tools, transport, supplies and installation services for roofing, waterproofing, and related products. Bidders must have the following experience and provide evidence of such with their bid: a minimum of five (5) years' experience in North America; have successfully delivered, installed and completed two (2) turn-key roofing or waterproofing projects for public agencies in twenty-five (25) states within the previous twenty (20) months where each of the final contract amounts exceeded One Hundred-Thousand dollars ($100,000). Bidders shall provide this information in Attachment D, Experience Record, Bidder's shall verify contact information listed with projects in Attachment D is up to date and correct prior to submitting a bid. Racine County reserves the right to check references other than those submitted.

vii. Proof of satisfactorily completing past projects and further demonstration of ability to perform the work properly and expeditiously through the submission of detailed descriptions of the following:

1. Bidder's Business Operations Plan to at a minimum include:
   a. A detailed description of the products and services offered, how the business functions on a continuing basis (short- and long-term projects), quality of relevant services, steps taken to adhere to project budgets, any problems encountered and how they were handled (if any). Include an explanation of any roof failures and how they were resolved.
   b. History of customer relationships with previous public sector customers (not including the Federal Government).
   c. Ability to meet set schedules with minimal disruption in service.
   d. Safety history record for the past five (5) years.
   e. Populate the following table, then aggregate the totals for the two (2) cost columns to determine the aggregate change order percentage of bonded public projects performed by the Bidder over the last three (3) years:

Project Bond Number	Initial Contract Amount	Brief Description of Change Order(s) Where Applicable	Total Cost of Change Order(s) per Bonded Project

2. Bidder's project management ability to at a minimum include:
   a. The plan to manage the Master Agreement. Explain the ability to staff and operate the Roofing Supplies and Services, Waterproofing, and Related Products and Services.

b. Project management procedures and staffing. Also provide a detailed organizational chart stating job titles, responsibilities and number of years of experience for each person. Identify all key personnel, including but not limited to: principals, supervisory staff, and project superintendent to be assigned to the Master Agreement. Key personnel identified must also have an alternate, one of which shall be on-call at all times, throughout an awarded contract period.
c. Procedures by which key personnel assigned to a potential contract can be reached by the Lead Public Agency prior to and after the Master Agreement has been awarded.
d. Resumes of key personnel identified.
    i. Racine County shall be notified in writing, of any change to the list of key personnel identified. This notification must include a current resume of the key personnel's selected replacement. The replacement must meet all experience and other requirements set forth within this document.
e. Current customer service/public relations program, down to the frontline crews and including sub-contractors (if applicable). Include examples of all training provided to your employees.
f. Quality Control Procedures to include process for ensuring quality. State how a plan will be developed for the work performed for Participating Public Agencies. Describe any quality problems your firm has documented in the past five (5) years.
g. A thorough discounted-cash-flow analysis of the long-term comparative value between your proposed re-roofing/replacement and alternative options, taking into consideration site-specific project conditions including labor rates, building height, project complexities, etc.
h. A description for Bidder's ability to provide integrated project delivery and incorporate various services; installation labor and related equipment and tools; materials; and supervision/construction management, including quality control and close-out procedures. If more than one entity will be responsible for fulfillment, describe all checks and balances designed into your delivery process to ensure the interests of all owners and third parties are aligned with those of the Participating Public Agencies, specifically, with their desire to achieve best services at the lowest available cost.
i. A description for Bidder's ability to warranty a completed project and to provide ongoing inspections, condition assessments and maintenance services to help ensure its warranted service life. If more than one (1) entity will be responsible for fulfillment, describe all checks and balances designed into your delivery process to ensure the interests of all owners and third parties are aligned with those of the Participating Public Agencies, specifically, with their desire to achieve best services at the lowest available cost.

viii Evidence of financial ability by demonstrating a recent history of financial solvency and provide the following:
1. Financial Statement: Attach a financial statement, independently certified, to at a minimum include:

a. Latest balance sheet and income statement (stating the accounting method used) and showing Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); Net Fixed Assets; Other Assets; Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings);

b. Name and address of firm preparing attached financial statement, and date thereof.

c. Whether the Bidder has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify the date, circumstances, and resolution.

d. Whether the Bidder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify all relevant details.

e. Current credit rating information including latest Dun and Bradstreet report.

2. Bonding Capacity: Indicate Bidder's maximum bonding capability. Bidders must be capable of securing a Performance Bond up to $25,000,000 per project and aggregate program limit of $100,000,000.00. Bidders are required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

3. AWARD

Utilizing the two-step process set forth herein, it is the intent of the County to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. Racine County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest, together with compliance with applicable law. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

RACINE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: work schedule, technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, timely delivery of products and/or services, financial ability, bonding, experience in performance of similar work, references, equipment, and capacity.

For the first step of the bidding process, Bidders will submit their sealed bid with all requested information, to include Certification of Vendor, and Attachment C – Bid Form, by the due date and time outlined in this IFB. After the due date and time, all Bidder's will be evaluated to determine if they are responsive, responsible, and qualified. Each Bidder determined to be responsive, responsible, and qualified shall be deemed to be a "Responsible Bidder".

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder a Responsible Bidder's Sample Project Form to determine which Responsible Bidder(s) constitute the lowest responsible bidder(s) when the bid responses are applied to an actual (hypothetical) project. When responding to the Sample Project Form, Responsible Bidder's are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Form to be supplied upon identification of a Responsible Bidder(s) in the first step; a reduction in price for the sample projects outlined in a Responsible Bidder's Sample Project Form will not be allowable. The final basis for award and lowest responsible Bidder will result from the lowest total dollar amount of the combined sample projects.

4. TIE BIDS

If two (2) or more Bidders submit identical bids, the decision of the County to make award to one or more of such Bidders shall be final.

5. NOTICE OF ACCEPTANCE

Written notice of award to Bidder in the form of a letter and/or purchase order will be mailed to the address shown on the bid and will be considered sufficient notice of acceptance of bid.

CERTIFICATION OF VENDOR

Bid # PW1925

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES

I fully understand the requirements of this bid and certify on behalf of my company that we can meet the requirements stated throughout this Invitation For Bid.

COMPANY: _____

TYPE/PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____ DATE: _____

Bidder herein acknowledges receipt of the following:

Addendum Nos. _____

Attachment A – No Bid Form

Contractors who do no wish to bid do not need to return the entire bid package. Simply return this form to Racine County through Duane McKinney, Purchasing Coordinator at: Duane.McKinney@racinecounty.com

STATEMENT OF NO BID

SEALED BID NUMBER PW1925
Roofing Supplies and Services, Waterproofing, and Related Products and Services

I do not wish to submit a bid on this solicitation.

_____ _____

Contractor Representative

Please indicate the reason(s) for your decision not to bid:

ATTACHMENT B



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit D – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit E – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit F – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Racine County (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for Roofing Supplies and Services, Waterproofing, and Related Products and Services. The intent of this Invitation For Bid is any contract between Principal Procurement Agency and Supplier resulting from this Invitation For Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit C, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit A of the Response for National Cooperative Contract Exhibit. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A, Response for National Cooperative Contract, defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies
through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee under this Invitation For Bid; see Article 5, Section 5.1 of Exhibit B for more details. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be

accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

E. Submit FEIN and Dunn & Bradstreet report.

F. Describe any green or environmental initiatives or policies.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation For Bid;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bids or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA PARTNERS

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with OMNIA Partners Public Sector, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, OMNIA Partners Public Sector has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, OMNIA Partners Public Sector serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by OMNIA Partners Public Sector;

WHEREAS, Lead Public Agency desires OMNIA Partners Public Sector to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, OMNIA Partners Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, OMNIA Partners Public Sector and Supplier hereby agree as follows:

EXAMPLE

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Intergovernmental Cooperative Purchasing Agreement ("Master Agreement"), attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 OMNIA Partners Public Sector shall be afforded all of the rights and privileges afforded to Lead Public Agency under the Master Agreement, and such rights and privileges shall accrue and apply with equal effect to OMNIA Partners Public Sector under this Agreement including, without limitation, Supplier's obligation to provide insurance to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 OMNIA Partners Public Sector shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that OMNIA Partners Public Sector shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners Public Sector:

(a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency;

(b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order; and

(c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement.

OMNIA Partners Public Sector makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to OMNIA Partners Public Sector through the termination of this Agreement and all indemnifications afforded by Supplier to OMNIA Partners Public Sector shall survive the term of this Agreement.

EXAMPLE

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 OMNIA Partners Public Sector views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both OMNIA Partners Public Sector and Supplier.

3.2 OMNIA Partners Public Sector' Representations and Covenants.

(a) Marketing. OMNIA Partners Public Sector shall proactively market the Master Agreement to Public Agencies using resources available to it from time to time, which may include an national, regional and state-level sponsors. In addition, the OMNIA Partners Public Sector staff shall make commercially reasonable efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. OMNIA Partners Public Sector shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), OMNIA Partners Public Sector shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. OMNIA Partners Public Sector shall also provide Supplier with access to OMNIA Partners Public Sector's private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the OMNIA Partners Public Sector program and the Master Agreement are actively supported by Supplier's senior executive management.

EXAMPLE

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from OMNIA Partners Public Sector concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's OMNIA Partners Public Sector program and linked to OMNIA Partners Public Sector's website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the OMNIA Partners Public Sector program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to OMNIA Partners Public Sector that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

EXAMPLE

(iii) Deviating Buying Patterns. Occasionally OMNIA Partners Public Sector and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of OMNIA Partners Public Sector to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, the Parties recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

EXAMPLE

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by OMNIA Partners Public Sector. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the OMNIA Partners Public Sector logo. OMNIA Partners Public Sector hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the OMNIA Partners Public Sector name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the OMNIA Partners Public Sector name, trademark, or logo shall inure to the benefit of OMNIA Partners Public Sector. OMNIA Partners Public Sector shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide OMNIA Partners Public Sector with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist OMNIA Partners Public Sector by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the OMNIA Partners Public Sector branding and logo standards and guidelines. Prior to use by Supplier, all OMNIA Partners Public Sector related marketing material must be submitted to OMNIA Partners Public Sector for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and OMNIA Partners Public Sector program. OMNIA Partners Public Sector shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated OMNIA Partners Public Sector internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) OMNIA Partners Public Sector standard logo;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to OMNIA Partners Public Sector's online registration page; and
(6) Other promotional material as requested by OMNIA Partners Public Sector.

(B) A dedicated toll-free national hotline for inquiries regarding OMNIA Partners Public Sector.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed OMNIA Partners Public Sector's online registration process prior to processing the Public Agency's first sales order.

EXAMPLE

(vi) Supplier's Performance Review. Upon request by OMNIA Partners Public Sector, Supplier shall participate in a performance review meeting with OMNIA Partners Public Sector to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to OMNIA Partners Public Sector (collectively "Supplier Content") for use on OMNIA Partners Public Sector websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to OMNIA Partners Public Sector and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with OMNIA Partners Public Sector websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to OMNIA Partners Public Sector as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between OMNIA Partners Public Sector and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, at the sole discretion of OMNIA Partners Public Sector, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at OMNIA Partners Public Sector's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend OMNIA Partners Public Sector, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. OMNIA Partners Public Sector and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. OMNIA Partners Public Agencies shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at OMNIA Partners Public Sector's sole cost and expense. In addition, in the event that OMNIA Partners Public Sector is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, OMNIA Partners Public Sector shall have the right to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours and upon reasonable notice. OMNIA Partners Public Sector may conduct the audit internally or may engage a third-party auditing firm. Supplier shall solely be responsible for the cost

EXAMPLE

of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to OMNIA Partners Public Sector a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of three percent (3%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to OMNIA Partners Public Sector, or its designee or trustee as may be directed in writing by OMNIA Partners Public Sector. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. OMNIA Partners Public Sector agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally. The Supplier's obligations to pay Administrative Fees based on aggregate purchases calculated and accrued during the term of the Agreement shall survive the termination of the Agreement and the Master Agreement, regardless of reason for the termination.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to OMNIA Partners Public Sector an electronic accounting report, in the format prescribed by the Contract Sales Reporting Template, attached hereto as Exhibit B, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by OMNIA Partners Public Sector against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. OMNIA Partners Public Sector reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors, state associations and/or Lead Agencies.

5.3 Exception Reporting/Sales Reports Audits. OMNIA Partners Public Sector or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, or OMNIA Partners Public Sector staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by OMNIA Partners Public Sector, OMNIA Partners Public Sector shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners Public Sector's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to OMNIA Partners Public Sector's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to OMNIA Partners Public Sector in writing. If Supplier does not resolve the discrepancy to OMNIA Partners Public Sector's reasonable satisfaction within thirty (30) days, OMNIA Partners Public Sector shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, OMNIA Partners Public Sector shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the OMNIA Partners Public Sector intranet website. Such reports are useful in resolving reporting issues and

EXAMPLE

enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to OMNIA Partners Public Sector an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) OMNIA Partners Public Sector Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at OMNIA Partners Public Sector's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of OMNIA Partners Public Sector, and any assignment without such consent shall be void.

(b) OMNIA Partners Public Sector. This Agreement and any rights or obligations hereunder may be assigned by OMNIA Partners Public Sector in OMNIA Partners Public Sector's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform OMNIA Partners Public Sector's obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. OMNIA Partners Public Sector may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

EXAMPLE

OMNIA Partners Public Sector: OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

Supplier: .

Attn: OMNIA Partners Public Sector Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Mediation. In the event that there is a dispute over any of the provisions of this Agreement, an asserted breach of the Agreement, or a dispute over the applicability or legality of any of the provisions of this Agreement, the parties agree that they will mediate such dispute or asserted breach as a condition precedent to any proceeding brought in any court or administrative forum. The moving party shall provide the other with ten (10) business days written notice and demand for mediation. Mediation shall occur between executive officials of each party who shall have full authority to resolve the dispute or asserted breach. Mediation shall occur at a mutually convenient venue or telephonically at the option of OMNIA Partners Public Sector. The parties shall endeavor to conclude such mediation within forty-five (45) days of the written demand, but may mutually agree in writing to extend this timeframe. If the mediation is not concluded within forty-five (45) days of the written demand, the mediation requirement may be deemed satisfied at the sole discretion of OMNIA Partners Public Sector. In no event shall the mediation bar extend past six (6) months unless agreed to in writing by both parties. The parties shall cover their own costs of mediation.

6.9 Applicable law, Jurisdiction, Venue and Fees. This Agreement shall be governed by the laws of the State of Tennessee and applicable federal law. If, following the mandatory mediation in paragraph 6.8, either party brings against the other any proceeding arising out of this Agreement, that party may bring that proceeding only in the United States District Court for the Middle District of Tennessee, only if there is not federal subject matter jurisdiction or diversity, in the Circuit or Chancery Court for Williamson County, Tennessee. Each party submits to the exclusive jurisdiction of these courts for purposes of any such proceeding and waives any contest to venue. The prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and costs.

7.0 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners Public Sector, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

EXAMPLE

IN WITNESS WHEREOF, OMNIA Partners Public Sector has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

OMNIA PARTNERS PUBLIC SECTOR

By _____

Name: Sarah E. Vavra

Title: Sr. Vice President, Public Sector Contracting

Date: _____

Supplier:

By _____

Name: _____

Title: _____

Date: _____

EXAMPLE

EXHIBIT A

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

EXAMPLE

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

EXAMPLE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature	Signature
Name	Name Sarah E. Vavra
Title and Agency Name	Title Sr. Vice President, Public Sector Contracting
Date	Date

EXAMPLE

EXHIBIT B

OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

EXAMPLE

OMNIA PARTNERS

EXHIBIT C

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

OMNIA PARTNERS

EXHIBIT D

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction

contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to

provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting bids/proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the IFB. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the bid/proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Bid/Proposal for the goods, services or public work specified under the attached bid/proposal, and that I executed the said bid/proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above bid/proposal, and that all statements contained in said bid/proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said bid/proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid/Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's bid/proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with bid/proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their bid/proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their bid/proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

OMNIA Partners

EXHIBIT F

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing Invitation for Bids for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY

BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR

COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR

GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR

KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT

METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR

PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6

CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT

JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

IFB #PW1925 Roofing Supplies and Services, Waterproofing, and Related Products and Services
Attachment C - Bid Form

Line Item			Unit	$ per Unit
1.00	**Roof Management, Design Assistant and/or Professional Services**			
1.01	Full-time Quality Assurance monitoring		**DAY**	
1.02	Asbestos core testing and analysis (testing only, excludes labor for sampling and repair)		**EA**	
1.03	Analysis and evaluation (14” x 14” roof core) (Lab testing only, repairs charged at roof repair rates for appropriate system type)		**EA**	
1.04	Aerial Roof Survey - Roof Pictures & Drawings Including Geometries, Slope, Calculated Area and Perimeter Measurements		**EA**	
1.05	Aerial Wall Survey - Wall Pictures & Drawings Including Geometries, Calculated Area and Perimeter Measurements		**EA**	
1.06	Manufacturer Standing Seam Material Quantity Estimating		**EA**	
1.07	**Nuclear Moisture Survey, Non destructive roof scan**			
1.07.01	Non destructive roof scan, up to 20 000 SF		**EA**	
1.07.02	Non destructive roof scan, over 20,000 SF		**SF**	
1.08	**Infrared Moisture Scanning**			
1.08.01	Non destructive infrared roof scan, up to 20 000 SF		**EA**	
1.08.02	Non destructive infrared roof scan, over 20,000 SF		**SF**	
1.08.03	Aerial infrared roof scan at night		**TRIP**	
1.09	Infrared scanning equipment rental		**DAY**	
1.10	**Roof investigation (visual roof survey)**			
1.10.01	Roof Investigation (Roof by Roof), per hour		**HOUR**	
1.10.02	Visual Roof Survey (Roof by Roof) up to 20,000 SF		**EA**	
1.10.03	Visual Roof Survey (Roof by Roof) over 20,000 SF		**SF**	
1.10.04	Visual Roof Survey (Single Campus - All Roof Sections)		**SF**	
1.10.05	Visual Roof Survey (Multiple Campuses City-/County-wide - All Roof Sections)		**SF**	
1.10.06	Visual Roof Survey (Multiple Campuses State-wide - All Roof Sections)		**SF**	
1.10.07	Roof core cut (roof by roof)		**EA**	
1.10.08	Roof core cut per roof section (all roof sections on campus(s))		**EA**	
1.11	**Comprehensive reporting**			
1.11.01	Comprehensive report for visual survey (Roof by Roof)		**EA**	
1.11.02	Comprehensive report for visual survey(All Roof Sections on Campus(es)		**EA**	
1.11.03	Comprehensive report for each roof section(s) surveyed (Item 1.07) or scanned (Item 1.08)		**EA**	
1.11.04	Comprehensive report enertered into on-line data base for dynamic reporting and tracking all roofing sections on Campus(s)		**EA**	
1.12	Manufacturer's Technical Representative Contractor Training Session at Job Start-Up		**DAILY**	
1.13	Wind Uplift Testing – Mobilize and provide wind uplift testing per Factory Mutual System Roof Design Manual FM 1-52		**EA**	
1.14	**Roof drawings to scale with all rooftop equipment and penetrations**			
1.14.01	Roof drawings (Roof by Roof)		**EA**	
1.14.02	Roof drawings (All Roof Sections on Campus(es)		**EA**	
1.15	Project Building Code Review		**EA**	
1.16	**Additional and Occasional Services**			
1.16.01	Project Architect for Design Professional Services		**HOUR**	
1.16.02	Principle Architect for Design Professional Services		**HOUR**	
1.16.03	Project Engineer for Engineering Reviews		**HOUR**	
1.16.04	Principle Architect for Engineering Reviews		**HOUR**	
1.16.06	Roof Consultant		**HOUR**	
1.16.07	Full-Time Job Site Superintendent		**DAY**	
1.16.08	CAD Draftsman		**HOUR**	
1.17	**Laboratory Analysis**			
1.17.01	Laboratory Fungal Analysis: Cultured Fungi Identification & Enumeration (Not including engineering time for sampling)		**EA**	
1.17.02	Laboratory Fungal Analysis: Total Fungi Spore Count (Not including engineering time for sampling)		**EA**	
1.17.03	Laboratory Mold Analysis: Viable Airborne Mold Analysis (Not including engineering time for sampling)		**EA**	
1.17.04	Laboratory Analysis: Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling)		**EA**	
1.17.05	Laboratory Analysis: Non-Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling)		**EA**	
1.17.06	Destructive Roof Sample Analysis: Comprehensive laboratory testing of a core sample from an existing roof to include tensile/tear strength, scrim type, interply bitumen weight and roof composition; Repair the roof core area with similar materials.		**EA**	
1.18	**Travel Expenses**			
1.18.01	Per Diem – Meals and Incidentals		**DAY**	
1.18.02	Lodging		**DAY**	
1.18.03	Mileage on Company / Personal Vehicle		**MILE**	
1.18.04	Airfare (Economy)		**JOB**	
1.18.05	Vehicle Rental		**DAY**	
1.19	Seamer Rental Charges		**DAY**	
1.20	Set-up Charges for Metal In-Shop Fabrication		**EA**	
1.21	Set-up On-Site Roll Forming		**EA**	
1.22	Roof Fastener Pull Tests (As Many as Required per Roof Section)		**EA**	
1.23	Wind Uplift Design Calculations		**EA**	
1.24	Roof Drainage Capacity Calculations		**EA**	

1.25	Roof Edge Metal Calculations - ANSI/SPRI ES-1 Standards		**EA**	
1.26	Dew Point Calculations		**EA**	
1.27	Energy Payback Calculations		**EA**	
1.28	Project Life-Cycle Cost Calculation		**EA**	
1.29	Substantial Completion Walkthrough with Report and Punchlist			
1.30	Final Walkthrough with Report		**EA**	
1.31	On-Site Quality Control Inspections with Report from Manufacturer's Rep - 3 Days per Week		**WEEK**	
1.32	"As-Built" Drawings Upon Project Completion		**EA**	
1.33	R.A. or P.E. Reviewed and Stamped Shop Drawings		**EA**	
1.34	R.A. or P.E. Reviewed and Stamped Specifications		**EA**	
1.35	Non-R.A./P.E. Reviewed Shop Drawings		**EA**	
1.36	Project Design Assistance - Hourly Rate for Consultations with Architect of Record		**EA**	
1.37	Project Design Assistance - Development of a recommended specification for a roofing or waterproofing project		**EA**	
1.38	Roof Asset Management Report with recommended options for future course of actions and associated budgets for capital expense and maintenance planning.		**EA**	
1.39	Five year capital expense and maintenance plan (All roof section on for campus(es))		**EA**	
1.40	**Additional Professional Services**			
1.40.01	Option 1: Professional Services (Third party architectural design, engineering or consulting services quote on corporate letterhead) Cost plus added to quote		%	
1.40.02	Option 2: R.S. Means or Gordian Group Catalog (Used when professional services line item pricing is not available) Cost plus added to catalog pricing		%	
2.00	**Tear-off & Dispose of Debris**			
2.01	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Metal Deck		**SF**	
2.02	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck		**SF**	
2.03	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck		**SF**	
2.04	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Concrete Deck		**SF**	
2.05	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Metal Deck		**SF**	
2.06	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck		**SF**	
2.07	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck		**SF**	
2.08	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Concrete Deck		**SF**	
2.09	**SYSTEM TYPE** Single-Ply W/ Insulation - Metal Deck		**SF**	
2.10	**SYSTEM TYPE** Single-Ply W/ Insulation - Wood / Tectum Deck		**SF**	
2.11	**SYSTEM TYPE** Single-Ply W/ Insulation - Lightweight / Gyp Deck		**SF**	
2.12	**SYSTEM TYPE** Single-Ply W/ Insulation - Concrete Deck		**SF**	
2.13	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Metal Deck		**SF**	
2.14	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Wood / Tectum Deck		**SF**	
2.15	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Lightweight / Gyp Deck		**SF**	
2.16	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Concrete Deck		**SF**	
2.17	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Metal Deck		**SF**	
2.18	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck		**SF**	
2.19	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck		**SF**	
2.20	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Concrete Deck		**SF**	
2.21	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Metal Deck		**SF**	
2.22	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck		**SF**	
2.23	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck		**SF**	

2.24	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Concrete Deck	**SF**	
2.25	**SYSTEM TYPE** Metal Roofing System - Metal Deck	**SF**	
2.26	**SYSTEM TYPE** Metal Roofing System - Wood / Tectum Deck	**SF**	
2.27	**SYSTEM TYPE** Metal Roofing System - Lightweight / Gypsum Deck	**SF**	
2.28	**SYSTEM TYPE** Metal Roofing System - Concrete Deck	**SF**	
2.29	**SYSTEM TYPE** Dimensional/Architectural Shingle Roof - Wood Deck	**SF**	
2.30	**SYSTEM TYPE** 3-Tab Shingle Roof - Wood Deck	**SF**	
2.31	**SYSTEM TYPE** Clay Tile Shingle Roof - Wood Deck	**SF**	
2.32	**SYSTEM TYPE** Concrete Tile Shingle Roof - Wood Deck	**SF**	
2.33	**SYSTEM TYPE** Slate Tile Shingle Roof - Wood Deck	**SF**	
2.34	**SYSTEM TYPE** Cedar / Wood Shake Shingle Roof - Wood Deck	**SF**	
2.35	**SYSTEM TYPE** Add to save good Clay Tile Shingles for reuse	**SF**	
2.36	**SYSTEM TYPE** Add to save good Concrete Tile Shingles for reuse	**SF**	
2.37	**SYSTEM TYPE** Add to save good Slate Tile Shingles for reuse	**SF**	
2.38	**SYSTEM TYPE** Add to save good Cedar / Wood Shake Shingles for reuse	**SF**	
2.39	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Metal Deck	**SF**	
2.40	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Wood / Tectum Deck	**SF**	
2.41	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Lightweight / Gyp Deck	**SF**	
2.42	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Concrete Deck	**SF**	
2.43	**SYSTEM TYPE** Add of Each Additional Average Depth 1" of Polyurethane Foam (PUF) Roofing	**SF**	
2.44	**SYSTEM TYPE** BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.45	**SYSTEM TYPE** BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.46	**SYSTEM TYPE** Single-Ply to the Existing Insulation (Insulation to be Re-Used	**SF**	
2.47	**SYSTEM TYPE** Ballasted Single-Ply to the Existing Insulation (Insulation to be Re-Used	**SF**	
2.48	**SYSTEM TYPE** Coal Tar BUR with Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.49	**SYSTEM TYPE** Coal Tar BUR with Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.99	**MULTIPLIER - TEAR-OFF & DISPOSE OF DEBRIS** Each Additional Roof System	**%**	
3.00	**Removal & Replacement of Roof Deck**		
3.01	**DECK TYPE** Spot Metal Deck Replacement (Multiple areas under 1 square)	**SF**	
3.02	**DECK TYPE** Spot Wood Deck Replacement (Multiple areas under 1 square)	**SF**	
3.03	**DECK TYPE** Spot Gypsum Deck Replacement (Multiple areas under 1 square)	**SF**	
3.04	**DECK TYPE** Spot Concrete Deck Replacement (Multiple areas under 1 square)	**SF**	
3.05	**DECK TYPE** Spot Lightweight Deck Replacement (Multiple areas under 1 square)	**SF**	
3.06	**DECK TYPE** Spot Tectum Deck Replacement (Multiple areas under 1 square)	**SF**	
3.07	**DECK TYPE** Large Areas of Metal Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	

3.08	**DECK TYPE** Large Areas of Wood Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.09	**DECK TYPE** Large Areas of Gypsum Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.10	**DECK TYPE** Large Areas of Concrete Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.11	**DECK TYPE** Large Areas of Lightweight Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.12	**DECK TYPE** Large Areas of Tectum Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
4.00	**Insulation Recovery Board & Insulations Options**		
4.01	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**	
4.02	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered with Insulation Adhesive	**SF**	
4.03	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	**SF**	
4.04	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	**SF**	
4.05	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	**SF**	
4.06	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	**SF**	
4.07	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**	
4.08	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	**SF**	
4.09	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	**SF**	
4.10	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	**SF**	
4.11	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	**SF**	
4.12	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	**SF**	
4.13	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 1.0" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.14	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 1.5" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.15	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 2.0" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.16	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 2.5" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.17	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Add for Cutting New Insulation to Match the Profile of an Existing Metal Roof.	**SF**	
4.18	**INSULATION SUBSTITUTION OPTION** Deduct for Providing an R-Value of greater than or equal to 10, but less than 15; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.19	**INSULATION SUBSTITUTION OPTION** Deduct for Providing an R-Value of greater than or equal to 15, but less than 18; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.20	**INSULATION SUBSTITUTION OPTION:** Deduct for Providing an R-Value of greater than or equal to 18, but less than 20 instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.21	**INSULATION SUBSTITUTION OPTION:** Add for Providing an R-Value of 25 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	**SF**	

4.22	**INSULATION SUBSTITUTION OPTION:** Add for Providing an R-Value of 30 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	**SF**	
4.23	**INSULATION SUBSTITUTION OPTION** Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**	
4.24	**INSULATION SUBSTITUTION OPTION** Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	**SF**	
4.25	**INSULATION SLOPE OPTION** Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	**SF**	
4.26	**INSULATION SLOPE OPTION** Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	**SF**	
4.27	**INSULATION SLOPE OPTION** Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	**SF**	
4.28	**INSULATION SLOPE OPTION** Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	**SF**	
4.29	**INSULATION SUBSTITUTION OPTION** Provide a 1/4" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	**SF**	
4.30	**INSULATION SUBSTITUTION OPTION** Provide a 1/8" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	**SF**	
4.31	**INSULATION ATTACHMENT OPTION:** Provide Attachment Pattern in Compliance with FM 1-60 Wind Uplift Instead of FM 1-90	**SF**	
4.32	**INSULATION ATTACHMENT OPTION:** Provide Attachment Pattern in Compliance with FM 1-120 Wind Uplift Instead of FM 1-90	**SF**	
5.00	**Coat New Roofing With Elastomeric Coating**		
5.01	**ROOF SYSTEM TYPE** Apply an Acrylic Coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral-Surfaced Modified Roof	**SF**	
5.02	**ROOF SYSTEM TYPE** Apply an Acrylic Coating per Specifications (1.0 Gallon per Square per Coat - 2 Coats Required) - Smooth-Surfaced Modified Roof	**SF**	
5.03	**ROOF SYSTEM TYPE** Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral-Surfaced Modified Roof	**SF**	
5.04	**ROOF SYSTEM TYPE** Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.0 Gallon per Square per Coat - 2 Coats Required) - Smooth-Surfaced Modified Roof	**SF**	
5.05	**ROOF SYSTEM TYPE** Apply an Acrylic base coat and a PVDF top coat per Specifications (1.5 Gallons per Square Base Coat - 1/2 Gallon per Square Top Coat) - Mineral-Surfaced Modified Roof	**SF**	
5.06	**ROOF SYSTEM TYPE** Apply an Acrylic base coat and a PVDF top coat per Specifications (1 Gallon per Square Base Coat - 1/2 Gallon per Square Top Coat) -Smooth-Surfaced Modified Roof	**SF**	
5.07	**ROOF SYSTEM TYPE** Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified; With Reinforced Seams (Base Coat Seam with 1.5 Gallons per Square & Reinforcement)	**SF**	
5.08	**ROOF SYSTEM TYPE** Apply a single-component, aliphatic, polyurea liquid adhesive per Specifications (Apply 1.0 gallon per Square on Seams & wait 24 Hours / Apply base coat at 1.0 gallon per Square / broadcast mineral at 35 lbs. per Square or white gravel at 200 lbs. per Square / wait 24 hours and apply top coat at 1.0 gallon per Square - Mineral-Surfaced Modified	**SF**	
5.09	**ROOF SYSTEM TYPE** Apply a single-component, aliphatic, polyurea liquid adhesive per Specifications (apply base coat at 1.0 gallon per Square / broadcast mineral at 35 lbs. per Square or white gravel at 200 lbs. per Square / wait 24 hours and apply top coat at 1.0 gallon per Square - Smooth-Surfaced Modified	**SF**	
5.10	**ROOF SYSTEM TYPE** Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	**SF**	
5.11	**ROOF SYSTEM TYPE** Apply a Fibered Aluminum Coating per Specifications (2 Gallons per Square per Coat - 1 Coat Required) - Smooth or Mineral Surfaced Modified	**SF**	
6.00	**Roof Deck and Insulation Option**		
6.01	**METAL ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**		
6.01.01	**INSULATION OPTION:** Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements	**SF**	
6.02	**WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**		

6.02.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20	**SF**	
6.02.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.03	**TECTUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.03.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet Utilizing FM 1-90 Attachment Patterns & Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20	**SF**	
6.03.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.04	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.04.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.04.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	**SF**	
6.05	**CONCRETE ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.05.01	**INSULATION OPTION:**	Prime Roof Deck; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.05.02	**INSULATION OPTION:**	Without Insulation - Prime Roof Deck; Must at Least 1/2" Wood Fiber or Perlite Hot Mopped to Deck In Compliance FM 1-90 Requirements	**SF**	
6.06	**METAL ROOF DECK - COLD PROCESS APPLICATION**			
6.06.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.07	**WOOD ROOF DECK - COLD PROCESS APPLICATION**			
6.07.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
6.07.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.08	**TECTUM ROOF DECK - COLD PROCESS APPLICATION**			
6.08.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
6.08.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.09	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - COLD PROCESS APPLICATION**			
6.09.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.09.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Installed with FM 1-90 Attachment Patterns	**SF**	
6.10	**CONCRETE ROOF DECK - COLD PROCESS APPLICATION**			
6.10.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	

6.10.02	**INSULATION OPTION:**	Without Insulation - Must at Least 1/2" High Density Asphalt Coated Wood Fiber Adhered with Insulation Adhesive to Deck In Compliance FM 1-90 Requirements	**SF**	
6.11	**METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**			
6.11.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.12	**WOOD ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**			
6.12.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
6.12.02	**INSULATION OPTION:**	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal)	**SF**	
6.13	**TECTUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**			
6.13.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
6.13.02	**INSULATION OPTION:**	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal)	**SF**	
6.14	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**			
6.14.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.14.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	**SF**	
6.15	**CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**			
6.15.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.15.02	**INSULATION OPTION:**	Without Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive In Compliance FM 1-90 Requirements	**SF**	
6.16	**INSTALL PRIOR TO ROOF SYSTEM INSULATION:**			
6.16.01	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal), Apply 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	

6.16.02	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Apply 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.03	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Applying 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt	**SF**	
6.16.04	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); Apply 2 Plies of Glass Base in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.05	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Apply 2 Plies of Glass Base in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.06	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Applying 2 Plies of Glass Base in Cold Process Modified Asphalt	**SF**	
6.16.07	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); Heat Weld with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147) In Compliance with FM 1-90 Requirements	**SF**	
6.16.08	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Heat Weld with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147) In Compliance with FM 1-90 Requirements	**SF**	
6.16.09	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Heat Welding with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	**SF**	
6.16.10	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal), ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	

6.16.11	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.12	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt	**SF**	
6.16.13	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.14	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.15	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt	**SF**	
7.00	**BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN HOT ASTM D 312 TYPE III OR IV ASPHALT**			
7.01	**ROOF CONFIGURATION 2 Plies of Glass Felt, Cap Sheet, Flood Coat and Aggregate All in Hot ASTM D 312 Type III OR IV Asphalt**			
7.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
7.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
7.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
7.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
7.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
7.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 7.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
7.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
7.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	

7.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
7.06	**DEDUCT TO SQUARE FOOT COST - Hot Applied Modified BUR** Substitute Additional Glass Felt (Hot Applications) in Place of ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile (i.e. 3 Ply BUR)		**SF**	
7.07	**ADD TO PER SQUARE FOOT COST - Hot Applied Modified BUR** Each Additional Glass Felt (Hot Applications) Inter-ply Installed		**SF**	
8.00	**BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN COLD PROCESS ASPHALT**			
8.01	**ROOF CONFIGURATION** **2 Plies of Glass Base, Cap Sheet, Flood Coat and Aggregate All in Cold Process Modified Asphalt**			
8.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
8.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
8.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
8.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
8.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
8.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 8.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
8.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
8.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
8.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
8.06	**DEDUCT TO SQUARE FOOT COST - Cold Applied Modified BUR** Substitute Additional Glass Base Sheet in Place of ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile (i.e. 3 Ply BUR)		**SF**	
8.07	**ADD TO PER SQUARE FOOT COST - Cold Applied Modified BUR** Each Additional Glass Base (Cold Applications) Inter-ply Installed		**SF**	
9.00	**BUILT-UP MODIFIED ROOF ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT - FLOOD COAT & AGGREGATE IN MODIFIED COAL TAR PITCH**			
9.01	**ROOF CONFIGURATION** **2 ply of Glass Felt, Cap Sheet, Set in Hot Asphalt, Flood Coat in Modified Coal Tar Pitch and Aggregate**			
9.01.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	

9.01.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 9.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
9.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
9.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
9.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
9.06	**COATING OPTION:**	Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	**SF**	
10.00	**BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT**			
10.01	**ROOF CONFIGURATION** **2 ply of Glass Felt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt**			
10.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
10.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
10.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
10.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
10.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
10.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 10.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
10.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar	**SF**	
10.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar	**SF**	
10.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
11.00	**BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN COLD PROCESS ASPHALT**			
11.01	**ROOF CONFIGURATION** **2 ply Glass Base, Mineral Cap Sheet, Set in Cold Process Modified Asphalt**			
11.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
11.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
11.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
11.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
11.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	

11.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 11.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
11.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar	**SF**	
11.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar	**SF**	
11.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.00	**2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY)** **PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER**			
12.01	**ROOF CONFIGURATION** **1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt**			
12.01.01	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	**SF**	
12.01.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
12.01.03	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
12.01.04	**ADD/DEDUCT TO PER SQUARE FOOT COST - Hot Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Hot Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.01.02 + 12.01.02 + 12.01.04 = Two Plies Installed)		**SF**	
12.02	**ROOF CONFIGURATION** **1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt**			
12.02.01	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	**SF**	
12.02.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
12.02.03	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
12.02.04	**ADD/DEDUCT TO PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Cold Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.02.02 + 12.02.02 + 12.02.04 = Two Plies Installed)		**SF**	
12.02.05	**INTERPLY ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Modified Multi-ply Systems** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**	
12.03	**ROOF CONFIGURATION** **1 Ply of Torch Base Sheet Installed with Torch Application**			
12.03.01	**BASE PLY OPTION:**	SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	**SF**	
12.03.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	**SF**	
12.03.03	**ADD/DEDUCT TO PER SQUARE FOOT COST - Torch-Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Torch-Applied Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.03.02 + 12.03.02 + 12.03.03 = Two Plies Installed)		**SF**	
12.04	**ROOF CONFIGURATION** **1 Ply of Self-Adhering Base Installed Using Self-Adhering Backing**			
12.04.01	**BASE PLY OPTION:**	SBS Modified Asphalt-Based, Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Base Sheet - Minimum of 50 lbf/in tensile	**SF**	
12.04.02	**ADD/DEDUCT TO PER SQUARE FOOT COST - Torch-Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Torch-Applied Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.04.01 + 12.04.01 + 12.04.02 = Two Plies Installed)		**SF**	
12.05	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Hot ASTM D 312 Type III OR IV Asphalt**			

12.05.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.05.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.05.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.05.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.05.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.05.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.05.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.06	**ROOF CONFIGURATION** **1 Ply Mineral Surfaced Cap Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt**			
12.06.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.06.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.06.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.06.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.06.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.06.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.06 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.06.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.06.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.06.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.07	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch**			
12.07.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
12.07.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
12.07.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	

12.07.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
12.07.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 600 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
12.07.06	**COATING OPTION:**	Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	**SF**	
12.07.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.07 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.07.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.07.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.07.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.08	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt**			
12.08.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.08.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.08.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.08.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.08.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.08.06	**MEMBRANE ADHESIVE & COATING OPTION:**	**Add/Deduct for Cold Applied Modified BUR** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**	
12.08.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.08 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.08.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.08.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.08.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.09	**ROOF CONFIGURATION** **1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt**			
12.09.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.09.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.09.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	

12.09.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.09.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.09.06	**MEMBRANE ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Modified BUR** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**	
12.09.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.09 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.09.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.09.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.09.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.10	**ROOF CONFIGURATION 1 Ply Cap Sheet, Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold Applied Modified Coal Tar Pitch and Aggregate**			
12.10.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.10.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.10.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.10.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.10.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 600 lbf/in tensile	**SF**	
12.10.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.10 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.10.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.10.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.10.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.11	**ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application**			
12.11.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	**SF**	
12.11.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.11 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.11.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.11.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	

12.11.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.12	**ROOF CONFIGURATION** **1 Ply of Torch-Applied Cap Sheet Installed with Torch Application and Finished with a Flood Coat & Aggregate in Cold Process Modified Asphalt**			
12.12.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 300 lbf/in tensile Torch-Applied Membrane	**SF**	
12.12.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.12.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar	**SF**	
12.12.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar	**SF**	
12.12.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.13	**ROOF CONFIGURATION** **1 Ply of Mineral Surfaced, Self-Adhering Cap Sheet Installed Using Self-Adhering Backing**			
12.13.01	**ROOF CONFIGURATION OPTION:**	ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Sheet Material Type III - Minimum of 130 lbf/in tensile	**SF**	
12.13.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.13 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.13.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.13.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.13.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.14	**ROOF CONFIGURATION** **1 Ply Fleece-Back Polymeric Cap Sheet (Top Ply) Adhered in Hot ASTM D 312 Type III OR IV Asphalt with Heat Welded Seams**			
12,14.01	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	**SF**	
12.14.02	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**	
12.14.03	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.14 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.14.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.14.05	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.14.06	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.15	**ROOF CONFIGURATION** **1 Ply Fleece-Back Polymeric Cap Sheet (Top Ply) Adhered in Membrane Adhesive with Heat Weld Seams**			
12.15.01	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	**SF**	
12.15.02	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**	
12.15.03	**MEMBRANE ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Fleece-Back Polymeric Cap Sheet (Top Ply)** Substitute Membrane Adhesive with Cold Applied Asphalt Adhesive	**SF**	
12.15.04	**MEMBRANE ADHESIVE OPTION:**	**PER SQUARE FOOT COST - Cold Applied Fleece-Back Polymeric Cap Sheet (Top Ply)** Substitute Membrane Adhesive with Solvent-Free Asphalt Adhesive	**SF**	

12.15.05	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.15 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.15.06	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar	**SF**	
12.15.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar	**SF**	
12.15.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
13.00	**BUILT-UP COAL TAR ROOF WITH FLOOD COAT AND AGGREGATE IN MODIFIED HOT COAL TAR PITCH**			
13.01	**ROOF CONFIGURATION** **1 Ply of Glass Base, 3 Plies of Polyester Mat or 4 ply of Coal Tar Felts in Modified Hot Coal Tar Pitch (CTP), [Insulation & Glass Base] Set in Hot ASTM D 312 Type III or IV Asphalt**			
13.01.01	**ROOF CONFIGURATION OPTION:**	4-Ply ASTM D 4990 Type I Coal Tar Saturated Felts in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**	
13.01.02	**ROOF CONFIGURATION OPTION:**	3-Ply Continuous Filament Polyester Mat (5.0 oz./yd2) in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**	
13.02	**INTERPLY ADHESIVE & FLOOD COAT OPTION:**	**PER SQUARE FOOT COST - SUBSTITUTE STANDARD COAL TAR PITCH** Add/Deduct for Using Standard Coal Tar Pitch Instead of Modified Coal Tar Pitch	**SF**	
13.03	**FLOOD COAT OPTION:**	**PER SQUARE FOOT COST - SUBSTITUTE COLD PROCESS+ MODIFIED COAL TAR PITCH FOR FLOOD COAT** Add/Deduct for Using Cold Process Modified Coal Tar Pitch for Flood Coat Instead of Hot Modified Coal Tar Pitch+B222	**SF**	
13.04	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 13.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
13.05	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
13.06	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
13.07	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
14.00	**METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2)**			
14.01	**INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE**			
14.01.01	**INSULATION OPTION:**	Architectural Application - No Insulation; 30 lbs. Felt Underlayment Over Deck	**SF**	
14.01.02	**INSULATION OPTION:**	Architectural Application - No Insulation - WOOD DECK: Class A Fire-Retardant Underlayment	**SF**	
14.01.03	**INSULATION OPTION:**	Architectural Application - Minimal Insulation - WOOD OR METAL DECK: Must Have 1/2" Treated Gypsum Board with Glass-Mat (e.g. DensDeck / Securock / Equal); & 40 mil Self-Adhering Underlayment	**SF**	
14.01.04	**INSULATION OPTION:**	Architectural Application - Mechanically Fasten Polyisocyanurate to Provide an Average R-Value of 20; with 40 mil Self-Adhering Underlayment	**SF**	
14.01.05	**INSULATION OPTION:**	Structural Application Over Open Framing; Over Retrofit Framing; Over an Existing Roof Using Steel Furring - No Insulation	**SF**	
14.01.06	**INSULATION OPTION:**	Structural Application Over Open Framing or Over Retrofit Framing - Fiberglass Batten Insulation with an R-Value of 30	**SF**	
14.01.07	**INSULATION OPTION:**	Structural Application Over Retrofit Framing - Loose Laid Fiberglass Blanket on Existing Deck with an R-Value of 30	**SF**	

14.01.08	**INSULATION OPTION:**	Structural Application Over an Existing Roof Using Steel Furring - Fiberglass Batten Insulation with an R-Value of 20	**SF**	
14.01.09	**INSULATION OPTION:**	Structural Application Over an Existing Roof Using Steel Furring - Mechanically Fastened Polyisocyanurate on Existing Roof with an R-Value of 20	**SF**	
14.02	**ROOF CONFIGURATION** **Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2"**			
14.02.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 18" - 19" Wide Panels	**SF**	
14.02.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum , 18" - 19" Wide Panels	**SF**	
14.02.03	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Aluminum	**SF**	
14.02.04	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Aluminum	**SF**	
14.02.05	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Aluminum	**SF**	
14.02.06	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	**SF**	
14.02.07	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" - 19" Wide Panels	**SF**	
14.02.08	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.02.09	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.02.10	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.02.11	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.02.12	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.02.13	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.02.14	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga , 18" - 19" Wide Panels	**SF**	
14.02.15	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 18" - 19" Wide Panels	**SF**	
14.02.16	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Stainless Steel	**SF**	
14.02.17	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Stainless Steel	**SF**	
14.02.18	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Stainless Steel	**SF**	
14.02.19	**THICKNESS OPTION:**	Copper Panel Price - 16 oz,18" - 19" Wide Panels	**SF**	
14.02.20	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz, 18" - 19" Wide Panels	**SF**	
14.02.21	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Copper	**SF**	
14.02.22	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Copper	**SF**	
14.02.23	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Copper	**SF**	
14.02.24	**THICKNESS OPTION:**	Zinc Panel Price - 0.032", 18" - 19" Wide Panels	**SF**	
14.02.25	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 18" - 19" Wide Panels	**SF**	
14.02.26	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Zinc	**SF**	
14.02.27	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Zinc	**SF**	
14.02.28	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Zinc	**SF**	
14.02.29	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over a Deck At or Above 3:12 Slope	**SF**	
14.02.30	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over a Deck Below 3:12 Slope	**SF**	
14.02.31	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing At or Above 3:12 Slope	**SF**	

14.02.32	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing Below 3:12 Slope	**SF**	
14.02.33	**PANEL INSTALLATION OPTION:**	Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	**SF**	
14.02.34	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Retrofit Framing System Below 3:12 Slope	**SF**	
14.02.35	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	**SF**	
14.02.36	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring Below 3:12 Slope	**SF**	
14.02.37	**PANEL FABRICATION OPTION:**	On-Site Roll Forming - To achieve panel lengths in excess of shipping or transportation limitations	**SF**	
14.02.38	**PANEL FABRICATION OPTION:**	Curving Panels - Curving panels to meet architectural requirements	**SF**	
14.02.39	**PANEL FABRICATION OPTION:**	Tapering Panels - Tapering panels to meet architectural requirements	**SF**	
14.02.40	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 13.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
14.02.41	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
14.02.42	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
14.02.43	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
14.03	**ROOF CONFIGURATION** **Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels**			
14.03.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 18" Wide Panels	**SF**	
14.03.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum , 18" Wide Panels	**SF**	
14.03.03	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Aluminum	**SF**	
14.03.04	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Aluminum	**SF**	
14.03.05	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" Wide Panels	**SF**	
14.03.06	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" Wide Panels	**SF**	
14.03.07	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.03.08	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.03.09	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.10	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.11	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.12	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga , 18" Wide Panels	**SF**	
14.03.13	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 18" Wide Panels	**SF**	
14.03.14	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Stainless Steel	**SF**	
14.03.15	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Stainless Steel	**SF**	
14.03.16	**THICKNESS OPTION:**	Copper Panel Price - 16 oz,18" Wide Panels	**SF**	
14.03.17	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz, 18" Wide Panels	**SF**	
14.03.18	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Copper	**SF**	
14.03.19	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Copper	**SF**	
14.03.20	**THICKNESS OPTION:**	Zinc Panel Price - 0.032", 18" Wide Panels	**SF**	

14.03.21	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 18" Wide Panels	**SF**	
14.03.22	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Zinc	**SF**	
14.03.23	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Zinc	**SF**	
14.03.24	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate At or Above 3:12 Slope	**SF**	
14.03.25	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate Below 3:12 Slope	**SF**	
14.03.26	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing At or Above 3/12 Slope	**SF**	
14.03.27	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Retrofit Framing System At or Above 3:12 Slope	**SF**	
14.03.28	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	**SF**	
14.03.30	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 14.03 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
14.03.31	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
14.03.32	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
14.03.33	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
14.04	**ROOF CONFIGURATION** **Architectural Standing Seam Roof System; Seam Height Below 1"**			
14.04.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 14.5" Wide Panels	**SF**	
14.04.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum, 14.5" Wide Panels	**SF**	
14.04.03	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 14.5" Wide Panels	**SF**	
14.04.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 14.5" Wide Panels	**SF**	
14.04.05	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.04.06	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.04.07	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.04.08	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga, 14.5" Wide Panels	**SF**	
14.04.09	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 14.5" Wide Panels	**SF**	
14.04.10	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz., 14.5" Wide Panels	**SF**	
14.04.11	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz., 14.5" Wide Panels	**SF**	
14.04.12	**THICKNESS OPTION:**	Zinc Panel Price - 0.032" , 14.5" Wide Panels	**SF**	
14.04.13	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 14.5" Wide Panels	**SF**	
14.04.14	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate At or Above 3:12 Slope	**SF**	
14.04.15	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate Below 3:12 Slope	**SF**	

14.04.16	**WARRANTY CHARGE:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 14.04 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
14.05	**ROOF CONFIGURATION Flat Seam Metal Roof System - 8' Wide / 30 Gauge**			
14.05.01	**INSULATION OPTION:**	3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) - Includes Panel and Installation of Roof System	**SF**	
14.05.02	**INSULATION OPTION:**	Mechanically Fastened Polyisocyanurate with an Average R-Value of 20 - Includes Panel and Installation of Roof System	**SF**	
14.05.03	**UNDERLAYMENT OPTION:**	Add Install 40 mil self-adhesive membrane as an Underlayment	**SF**	
14.05.04	**PANEL WIDTH OPTION:**	Add/Deduct for 6' Wide Option	**SF**	
14.05.05	**PANEL WIDTH OPTION:**	Add/Deduct for 10' Wide Option	**SF**	
14.05.06	**PANEL WIDTH OPTION:**	Add/Deduct for 12' Wide Option	**SF**	
14.05.07	**WARRANTY CHARGES:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 14.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
15.00	**RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS**			
15.01	**PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING ROOF SURFACE** Wire Brush Metal Roof Surface to Remove Loose Paint, Rust or Expose Bare Metal		**SF**	
15.02	**PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING METAL ROOF SEAMS** Wire Brush Metal Roof Seams to Remove Loose Paint, Rust or Expose Bare Metal		**LF**	
15.03	**PREPARE METAL ROOF FOR RESTORATION BY SANDBLASTING METAL ROOF** Sand-Blast Metal Roof Surface and Seams to Remove Loose Paint, Rust or Expose Bare Metal		**SF**	
15.04	**RESATURATION OF ASPHALT ROOF SURFACE WITH ASPHALT COATING SYSTEM** Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Asphalt Flood Coat & New Aggregate - Coating Applied at 6-8 Gallons per Sq. w/ New Gravel According to Manufacturer's Specifications (New Flashings also Required Separate Line Item)		**SF**	
15.05	**RESATURATION OF ASPHALT OR COAL TAR PITCH BURs WITH COAL-TAR PITCH COATING SYSTEM** Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Coal Tar Flood Coat & New Aggregate as Specified Applied at 6-8 Gallons per Sq. w/ New Gravel According to Manufacturer's Specifications (New Flashings also Required Refer to Flashing Line Item)		**SF**	
15.06	**RESTORATION OF METAL ROOF SYSTEM WITH SYNTHETIC RUBBER COLD-APPLIED COATING** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPRATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green; Use Portable Blowers to Clear Roof of Moisture; Apply seam sealer to seams (1 Gallon per 14 left) Base Coat / Top Coat with Synthetic Rubberized Restorative Coating (1.5 Gallons per Sq.) According to Manufacturer's Specifications		**SF**	
15.07	**RESTORATION OF A METAL ROOF SYSTEM WITH SINGLE-COMPONENT URETHANE** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Single-Component, Aliphatic Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped in Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**	
15.08	**RESTORATION OF A METAL ROOF SYSTEM WITH TWO-COMPONENT, LOW-ODER URETHANE** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Two-Component, Low-Oder Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped-In Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**	
15.09	**COAT ROOF WITH HIGH PERFORMANCE FLUORPOLYMER PAINT SYSTEM FOR METAL ROOFS** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brushing or Blasting (USE SEPARATE LINE ITEM FOR BLASTING & WIRE BRUSHING); Clean with TSP or Simple Green, Prime at a Rate of (Primer 1/4" Gallon per Square); Wait; Install Base Coat and Top Coat at a Rate of 1/4 Gallon per Sq. per Coat According to Manufacturer's Specifications		**SF**	
15.10	**RESTORATION OF A SINGLE-PLY WITH SINGLE-COMPONENT URETHANE & STRIPPED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Strip in Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**	

15.11	**RESTORATION OF SMOOTH-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH SINGLE-COMPONENT URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 2 Gallons per Square and a Top Coat of 1.5 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.12	**RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, SINGLE-COMPONENT URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3.0 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.13	**RESTORATION OF A MINERAL-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH SINGLE-COMPONENT URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 2.0 Gallons per Square and Top Coat at a Rate of 2.0 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.14	**RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, SINGLE-COMPONENT URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1.5 Gallon per Square (3.5 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.15	**RESTORATION OF A SINGLE-PLY WITH TWO-COMPONENT, LOW-ODER URETHANE & STRIPPED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Strip in Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and a Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.16	**RESTORATION OF SMOOTH-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH TWO-COMPONENT, LOW-ODER URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 2 Gallons per Square and a Top Coat at a Rate of 1.5 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.17	**RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.18	**RESTORATION OF A MINERAL-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH TWO-COMPONENT, LOW-ODOR URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2.0 Gallons per Square / Reinforcement / 1.0 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 2.0 Gallons per Square and a Top Coat at a Rate of 2.0 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.19	**RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1.5 Gallon per Square (3.5 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.20	**RESATURATION OF SMOOTH-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed firm polyester reinforcement at a rate of 3.0 Gallons per Square / Polyester /3.5 Gallons per Square.	**SF**	
15.21	**RESATURATION OF SMOOTH-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed soft polyester reinforcement at a rate of 1.2 Gallons per Square / Polyester /1.4 Gallons per Square.	**SF**	
15.22	**RESATURATION OF MINERAL-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed firm polyester reinforcement at a rate of 3.5 Gallons per Square / Polyester / 3.5 Gallons per Square.	**SF**	

15.23	**RESATURATION OF MINERAL-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared Roof Scan Roof System And Replace All Wet Insulation (Use Separate Line Items); Prime The Roof Surface At Rate Of 1/2 - 3/4 Gallons Per Square; Apply Heavy-Bodied, Fiber Reinforced Asphalt Roof Coating And Embed Soft Polyester Reinforcement At A Rate Of 1.4 Gallons Per Square / Polyester /1.4 Gallons Per Square.		**SF**	
15.24	**COAT EXISTING ROOF SURFACE WITH FIBRATED ALUMINUM ROOF COATING** Prepare Roof Surface by Sweeping Off All Dirt, Dust and Debris; If Existing Roof Surface is Weathered, Prime the Roof Surface at a Rate of 1 Gallon per Square; If Repairs to Any Cracks, Splits or Surface Irregularities Exist, Repair with a 3 Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Apply Fibrated Aluminum Roof Coating at a Rate of 2 Gallons per Square.		**SF**	
15.25	**RESTORATION OF SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH FULLY-REINFORCED GLASS FIBERED ASPHALT EMULSION** Prepare Roof Surface to be Clean & Free of Dust; Repair All Splits Tears of Blisters with a Three Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Prime the Roof Surface at a Rate of 1/2 Gallon per Square. Embed Polyester into the Asphalt Emulsion in a 2 Coat Application at a Rate of 3 Gallons per Square / Polyester / 3 Gallons per Square		**SF**	
15.26	**RESTORATION OF SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH GLASS FIBERED ASPHALT EMULSION** Prepare Roof Surface to be Clean & Free of Dust; Repair All Splits Tears of Blisters with a Three Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Prime the Roof Surface at a Rate of 1/2 Gallon per Square. Apply Asphalt Emulsion in a 2 Coat Application at a Rate of 2.5 Gallons per Square per Coat.		**SF**	
15.27	**RESTORATION OF SINGLE-PLY, SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH SILICONE COATING** Prepare Roof Surface to be Clean & Free of Dust; Apply Silicone Coating System in a Single Coat Application at a Rate of 2.5 Gallons per Square		**SF**	
15.28	**RESTORATION OF GRAVEL-SURFACED ASPHALT-BASED ROOF WITH SILICONE COATING** Wet Vac or Spud Any Loose Gravel Off of Roof Surface & Dispose; Sweep Roof Surface to be Clean and Free of Dust; Apply Primer as a Bleed-Blocker at a Rate of 1/2 Gallon per Square; Apply Self-Leveling Silicone at a Rate of 6 Gallons per Square; Apply Silicone Coating System in a Single Coat Application at a Rate of 2.5 Gallons per Square.		**SF**	
15.29	**ELASTOMERIC ASPHALT-BASED LIQUID APPLIED MEMBRANE SYSTEM FOR SMOOTH OR MINERAL SURFACED ROOFS** Clean and Prime then Install Base Coat / Top Coat as Specified with Reinforced Seams - Restoration Coating Fully Reinforced System w/ Reflective Top Coat (3 Gallons per Sq. of Restoration Coating - Reinforcement - Additional 3 Gallons per Sq. of Restoration Coating; Allow 30 Day Cure and Install Reflective Coating at 1 Gallon per Sq. (New Flashings also Required Refer to Flashing Line Item)		**SF**	
15.30	**REINFORCING SEAMS WITH SINGLE-COMPONENT URETHANE** Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)		**LF**	
15.31	**REINFORCING SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE** Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)		**LF**	
15.32	**STRIPPING IN SEAMS WITH SINGLE-COMPONENT URETHANE** Strip in Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square		**LF**	
15.33	**STRIPPING IN SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE** Strip in Seams by Applying a Two-Component, Low Odor Urethane 2 Gallons per Square		**LF**	
16.00	**INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS**			
16.01	**INSTALL NEW THREE-TAB SHINGLE ROOF SYSTEM -** New Three-Tab Shingles with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.02	**REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM -** New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.03	**INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM -** New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.04	**INSTALL NEW CEDAR SHAKE ROOF SYSTEM -** New Cedar Shake Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.05	**INSTALL NEW BARREL CLAY/CEMENT TILE ROOF SYSTEM -** New Barrel Clay/Cement Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.06	**INSTALL SLATE TILE ROOF SYSTEM -** New Slate Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**	
16.07	**ADD/DEDIUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF -** Install Self-Adhering Underlayment on Entire Roof Deck		**SF**	
17.00	**FULLY ADHERED SINGLE-PLY ROOF SYSTEMS**			
17.01	**METAL DECK - SINGLE-PLY APPLICATION**			
17.01.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.02	**WOOD/TECTUM DECK - SINGLE-PLY APPLICATION**			

17.02.01	**INSULATION OPTION:**	WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere Treated 1/2" Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.02.02	**INSULATION OPTION:**	TECTUM DECK: Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.02.03	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
17.03	**LIGHTWEIGHT CONCRETE/GYPSUM DECK - SINGLE-PLY APPLICATION**			
17.03.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.03.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
17.04	**CONCRETE DECK - SINGLE-PLY APPLICATION**			
17.04.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.04.02	**INSULATION OPTION:**	Minimal Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**	
17.05	**ROOF CONFIGURATION:** **Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation**			
17.05.01	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 45 Mil Thickness	**SF**	
17.05.02	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	**SF**	
17.05.03	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 90 Mil Thickness	**SF**	
17.05.04	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 45 Mil Thickness	**SF**	
17.05.05	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	**SF**	
17.05.06	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 90 Mil Thickness	**SF**	
17.05.07	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 45 Mil Thickness	**SF**	
17.05.08	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 60 Mil Thickness	**SF**	
17.05.09	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 90 Mil Thickness	**SF**	
17.05.10	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 45 Mil Thickness	**SF**	
17.05.11	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**	
17.05.12	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 80 Mil Thickness	**SF**	
17.05.13	**INSTALLATION OPTION:**	Add / Deduct for Mechanically Attaching Single-Ply Roof System Vs. Fully Adhering	**SF**	
17.05.15	**WARRANTY CHARGES:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 17.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
17.05.16	**WARRANTY UPCHARGE:**	Add to provide coverage for a 15 Year Labor & Material Warranty with No Dollar Limitations	**SF**	

17.05.17	**WARRANTY UPCHARGE:**	Add to provide coverage for a 20 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
17.05.18	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
18.00	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEMS WITH POLYURETHANE RESIN COATINGS**			
18.01	**POLYURETHANE COATINGS DIRECT TO PRIMED CONCRETE SUBSTRATE (INCLUDE PRIMER FOR CONCRETE SUBSTRATE)**			
18.01.01	**FLUID APPLIED MEMBRANE SYSTEM:**	Two Coat System	**SF**	
18.01.02	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat System	**SF**	
18.01.03	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat Reinforced System	**SF**	
18.01.04	**FLUID APPLIED MEMBRANE SYSTEM:**	Four Coat Reinforced System	**SF**	
18.01.05	**WARRANTY CHARGES:**	5 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.01	**SF**	
18.01.06	**WARRANTY CHARGES:**	10 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.01	**SF**	
18.02	**POLYURETHANE COATINGS DIRECT TO WOOD SUBSTRATE**			
18.02.01	**FLUID APPLIED MEMBRANE SYSTEM:**	Two Coat System	**SF**	
18.02.02	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat System	**SF**	
18.02.03	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat Reinforced System	**SF**	
18.02.04	**FLUID APPLIED MEMBRANE SYSTEM:**	Four Coat Reinforced System	**SF**	
18.02.05	**WARRANTY CHARGES:**	5 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.02	**SF**	
18.02.06	**WARRANTY CHARGES:**	10 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.02	**SF**	
18.03	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - CONCRETE SURFACE REPAIRS & PREPARATION**			
18.03.01	**CONCRETE REPAIRS TO OVERHEAD SURFACES: 2"-4" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.02	**CONCRETE REPAIRS TO OVERHEAD SURFACES: FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.03	**CONCRETE REPAIRS TO VERTICAL SURFACES: 3"-5" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.04	**CONCRETE REPAIRS TO VERTICAL SURFACES - 5"-8" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.05	**CONCRETE REPAIRS TO VERTICAL SURFACES - FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.06	**CONCRETE REPAIRS TO HORIZONTAL SURFACES: 2"-4" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.07	**CONCRETE REPAIRS TO HORIZONTAL SURFACES - 4"-6" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.08	**CONCRETE REPAIRS TO HORIZONTAL SURFACES - FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.09	**GRINDING** Grind an existing coating		**SF**	
18.03.10	**HANDHELD GRINDING** Grind an existing coating in areas that only can be done by hand		**SF**	
18.03.11	**MILLING** Mill an existing coating 1/8 inch to 1/4 inch		**SF**	
18.03.12	**PRESSURE WASHING - HORIZONTAL** Pressure washing horizontal surfaces with 2000 PSI or greater		**SF**	
18.03.13	**PRESSURE WASHING - VERTICAL** Pressure washing horizontal surfaces with 2000 PSI or greater		**SF**	
18.03.14	**SAND BLASTING** Sand blast an existing coating		**SF**	
18.03.15	**SHOT BLASTING** Shot blast an existing coating		**SF**	
18.04	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - ANCILARY REPAIRS & SURFACE PREPARATION**			
18.04.01	**STRUCTURAL EXPANSION JOINT** Installation or replacement of an expansion joint that is necessary for structural integrity		**LF**	

18.04.02	**CAULKING JOINTS** Installation of caulking in joints. See caulking chart		**LF**	
18.04.03	**ROUTING AND REMOVAL OF EXISTING CAULK** Rout and remove of existing caulk out of expansion joints		**LF**	
18.04.04	**EPOXY INJECTION FOR CRACK REPAIR** Route cracks, drill holes every 18" inches, and inject and seal with epoxy		**LF**	
18.04.05	**TAPE WOOD DECK JOINTS - INSTALLATION OF TAPE ON DECK JOINTS**		**LF**	
18.04.06	**WOOD SUBSTRATE REPLACEMENT - REMOVAL AND REPLACEMENT**		**SF**	
18.05	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - ADDITIONAL OPTIONS FOR APPLICATION & SURFACING**			
18.05.01	**INSTALL REINFORCEMENT IN COATING SYSTEM** Installation of reinforcement adjustment of coverage rates to accommodate reinforcement		**LF**	
18.05.02	**BROADCAST GRANULES TO PROVIDE SKID RESISTANCE** Broadcast aggregate or granules to provide skid resistance in top **coat**		**LF**	
19.00	**WALL COATINGS FOR COATING WALL SYSTEMS**			
19.01	**ELASTOMERIC COATING FOR STUCCO WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**	
19.02	**ELASTOMERIC COATING FOR EFIS WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**	
19.03	**ELASTOMERIC COATING FOR CMU WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**	
19.04	**ELASTOMERIC COATING FOR CONCRETE TILT WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**	
20.00	**NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS**			
20.01	**ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS:** Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt			
20.01.01	**FLASHING OPTION:**	Separate Base & Top Ply: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**	
20.01.02	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
20.01.03	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
20.01.04	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**	
20.01.05	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	
20.01.01	**FLASHING OPTION:**	Separate Base & Top Ply: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**	
20.01.02	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	

20.01.03	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
20.01.04	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**	
20.01.05	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	
20.01.06	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**	
20.01.07	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
20.01.08	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
20.01.09	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**	
20.01.10	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	
20.01.11	**PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE** Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application		**SF**	
20.01.12	**PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE** Substitute Hot Asphalt Application for No VOCs, 100% Solids Cold Process Flashing Adhesive Application		**SF**	
20.02	**Torch Applied Flashings -** Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied			
20.02.01	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	**SF**	
20.03	**Self-Adhering Flashings -** Minimum 1 Ply of Self-Adhering Base and Self-Adhering Mineral Cap Sheet; Self-Adhering			
20.03.01	**FLASHING OPTION:**	BASE PLY: SBS Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Flashing Ply - 50 lbf/ tensile (ASTM D 5147); TOP PLY: ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Membrane Type III - 130 lbf/in tensile	**SF**	

20.04	**Single-Ply Flashings -** Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems			
20.04.01	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 45 Mil Thickness	**SF**	
20.04.02	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	**SF**	
20.04.03	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 90 Mil Thickness	**SF**	
20.04.04	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 45 Mil Thickness	**SF**	
20.04.05	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	**SF**	
20.04.06	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 90 Mil Thickness	**SF**	
20.04.07	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 45 Mil Thickness	**SF**	
20.04.08	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 60 Mil Thickness	**SF**	
20.04.09	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 90 Mil Thickness	**SF**	
20.04.10	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 45 Mil Thickness	**SF**	
20.04.11	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**	
20.04.12	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 80 Mil Thickness	**SF**	
21.00	**METAL WALL PANEL SYSTEMS**			
21.01	**WALL SYSTEM** Exposed Fastener Wall Panel System			
21.01.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 36" Wide Panels	**SF**	
21.01.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum, 36" Wide Panels	**SF**	
21.01.03	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Aluminum	**SF**	
21.01.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 36" Wide Panels	**SF**	
21.01.05	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 36" Wide Panels	**SF**	
21.01.06	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Galvalume Coated Steel or Equal	**SF**	
21.01.07	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.01.08	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.01.09	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.01.10	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga, 36" Wide Panels	**SF**	
21.01.11	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 36" Wide Panels	**SF**	
21.01.12	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Stainless Steel	**SF**	
21.01.13	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz., 36" Wide Panels	**SF**	
21.01.14	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz., 36" Wide Panels	**SF**	
21.01.15	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Copper	**SF**	
21.01.16	**THICKNESS OPTION:**	Zinc Panel Price - 0.032", 36" Wide Panels	**SF**	
21.01.17	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 36" Wide Panels	**SF**	
21.01.18	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Zinc	**SF**	
21.01.19	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) Installed Between Girts	**SF**	
21.01.20	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Fastened Polyisocyanurate with an Average R-Value of 19 Installed Between Girts	**SF**	
21.01.21	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R-Value of 19 Installed Between Girts	**SF**	

21.01.22	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Steel Stud Wall - Exterior Gypsum Sheeting 1/2" to 5/8" Thickness, Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**	
21.01.23	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Existing Wall Construction - Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**	
21.01.24	**PANEL INSTALLATION & INSULATION OPTION:**	Over Plywood; No Insulation	**SF**	
21.02	**WALL SYSTEM** Concealed Fastener Wall Panel System - 12" Wide Panels			
21.02.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum Thickness	**SF**	
21.02.02	**THICKNESS OPTION:**	Add for Bare Aluminum, 0.040" Aluminum	**SF**	
21.02.03	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga	**SF**	
21.02.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga	**SF**	
21.02.05	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.02.06	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.02.07	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
21.02.08	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga Thickness	**SF**	
21.02.09	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga Thickness	**SF**	
21.02.10	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz Thickness	**SF**	
21.02.11	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz Thickness	**SF**	
21.02.12	**THICKNESS OPTION:**	Zinc Panel Price - 0.032" Thickness	**SF**	
21.02.13	**THICKNESS OPTION:**	Zinc Panel Price - 0.040" Thickness	**SF**	
21.02.14	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) Installed Between Girts	**SF**	
21.02.15	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Fastened Polyisocyanurate with an Average R-Value of 19 Installed Between Girts	**SF**	
21.02.16	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R-Value of 19 Installed Between Girts	**SF**	
21.02.17	**PANEL INSTALLATION & INSULATION OPTION:**	Over Plywood; No Insulation	**SF**	
21.02.18	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Steel Stud Wall - Exterior Gypsum Sheeting 1/2" to 5/8" Thickness, Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**	
21.02.19	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Existing Wall Construction - Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**	
21.02.20	**PANEL TYPE OPTION:**	Add for Factory Insulated Concealed Fastener Wall Panel	**SF**	
21.03	**AIR BARRIER FOR WALL APPLICATIONS (BRICK, CMU, MASONARY WALLS OR STUD WALL WITH EXTERIOR GYPSUM SHEETING)**			
21.03.01	**Non-Permeable Option:**	Fluid Applied System - ASTM 2178	**SF**	
21.03.02	**Non-Permeable Option:**	Fluid Applied Water Based System - ASTM 2178	**SF**	

21.03.03	**Non-Permeable Option:**	Membrane System - ASTM E 2178	**SF**	
21.03.04	**Permeable Option:**	Fluid Applied System - ASTM E 2178 & ASTM E 96	**SF**	
21.03.05	**Permeable Option:**	Fluid Applied Water Based System - ASTM 2178 & ASTM E 96	**SF**	
21.03.06	**Permeable Option:**	Membrane System - ASTM 2178 & ASTM E 96	**SF**	
21.04	**INSULATION FOR WALL APPLICATIONS (INSTALLED OVER AIR BARRIERS)**			
21.04.01	**Insulation Option:**	1" Rock Wool Insulation Installed	**SF**	
21.04.02	**Insulation Option:**	2" Rock Wool Insulation Installed	**SF**	
21.04.03	**Insulation Option:**	3" Rock Wool Insulation Installed	**SF**	
21.04.04	**Insulation Option:**	4" Rock Wool Insulation Installed	**SF**	
21.04.05	**Insulation Option:**	1" Extruded Polystyrene Insulation Installed	**SF**	
21.04.06	**Insulation Option:**	2" Extruded Polystyrene Insulation Installed	**SF**	
21.04.07	**Insulation Option:**	3" Extruded Polystyrene Insulation Installed	**SF**	
21.04.08	**Insulation Option:**	4" Extruded Polystyrene Insulation Installed	**SF**	
22.00	**JOB SITE SPECIFIC MULTIPLIERS** **The multipliers are applied to all line items in total (unless the contrary is specifically identified in the description) for the project because the conditions they address effect overall labor production, construction complexity and/or equipment requirements. Multiple Job Site Specific Multipliers can be used on a single project, but they are not meant to compound on each other.** **For Reference: Attachment B Pricing in this IFB is for material, equipment, tools, labor and supervision necessary to install the line item. It is based upon a 200 - 300 square roofing project that is being performed on a box- or rectangular-shaped building. It is also assumed that the project will have only one roof level that is not more than 20 ft high from the ground. The roof is anticipated to have clear access point and minimal penetrations/obstructions. It is also based upon a 200 - 300 square masonry, wall panel or waterproofing project. The exterior sides of the building are assumed to be box- or rectangular- shaped with minimal doors, windows, penetrations or obstructions. It is anticipated that the sides of the building will have clear tie-off points and easy to access while work is being performed.**			
22.01	**MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS** Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.		**%**	
22.02	**MULTIPLIER - SECURE ACCESS IS REQUIRED TO WORK ON ROOF OR WALLS** Multiplier is applied when labor production is effected daily by the lost time in getting through security or getting access to the job site. Situations include, but are not limited to clearing each employee and all tools through metal detectors, passing through security gates with vehicles, tradespeople and equipment, stringent background checks or higher clearance levels, etc.		**%**	
22.03	**MULTIPLIER - MULTIPLE MATERIAL STAGINGS** Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.		**%**	
22.04	**MULTIPLIER - ACCELERATED SCHEDULE** Multiplier is applied when increased labor burdens are required due to an accelerated work schedule. Situations include, but are not limited to requiring multiple concurrent trade crews beyond what is normally expected for project size, work to be performed on two (back-to-back) shifts, work requires larger than standard crew sizes, etc.		**%**	
22.05	**MULTIPLIER - NIGHT, WEEKEND OR HOLIDAY WORKING HOURS** Multiplier is applied when increased labor burdens are required due to working hours being limited to nights (equivalent of 3rd shift), weekends or holidays.		**%**	
22.06	**MULTIPLIER - ROOF OR WALLS HAVE LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS** Multiplier is applied when labor production is effected a large number of roof penetrations, a limited amount of open roof areas or low overhead clearance requiring more hand work. Situations include, but are not limited to rooftop penetrations like: soil stacks, sky lights, roof drains, exhaust vents, HVAC equipment, etc. or rooftop obstructions such as: pipes, duct work, electrical wires, hoses or raised equipment, etc.		**%**	
22.07	**MULTIPLIER - CLEARENCE RESTRICTIONS REQUIRE WORKING FROM KNEE-LEVEL OR BELOW (APPLIES TO ONLY THE EFFECTED ROOF AREA)** Multiplier is applied when labor production is effected by height restrictions. Situations that can cause low overhead clearance requiring more hand work include, but are not limited to rooftop equipment.		**%**	
22.08	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.		**%**	
22.09	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 50 FT, BUT LESS THAN OR EQUAL TO 100 FT** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 5 stories, but are less than or equal to an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.		**%**	
22.10	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 100 FT** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.		**%**	

22.11	**MULTIPLIER - WALL COATING, MASONRY REPAIRS OR WATERPROOFING REQUIRES A SWING STAGE** Multiplier is applied when labor production is effected by the requirement to use a swing stage. This multiplier applies to wall coatings, masonry repairs or waterproofing work that requires the use of a swing stage.		
22.12	**MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE** Multiplier is applied when labor production is effected because the roof area is not a box- or rectangular-shaped. Situations considered to be non-standard architecture can include, but are not limited roof areas that contains sharp angles and/or curves, have multiple roof area dividers or expansion joints, long and narrow	**%**	
22.13	**MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE** Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.	**%**	
22.14	**MULTIPLIER - ROOF HAS GREATER THAN 8/12 SLOPE** Multiplier is applied when Roof Area has a Greater than 8/12 Slope; Very steep slopes have a greater impact on overall labor production and require additional safety precautions.	**%**	
22.15	**MULTIPLIER - ROOF SIZE IS LESS THAN 500 SF** Multiplier is applied when Roof Size is less than 500 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.16	**MULTIPLIER - ROOF SIZE IS GREATER THAN 500 SF, BUT LESS THAN 1,000 SF** Multiplier is applied when Roof Size is greater than 500 SF, but less than 1,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.17	**MULTIPLIER - ROOF SIZE IS GREATER THAN 1,000 SF, BUT LESS THAN 2,000 SF** Multiplier is applied when Roof Size is greater than 1,000 SF, but less than 2,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.18	**MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF** Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.19	**MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF** Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	**%**	
22.20	**MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF** Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	**%**	
22.21	**MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF** Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	**%**	
22.22	**MULTIPLIER - ROOF SIZE IS GREATER THAN 30,000 SF, BUT LESS THAN 50,000 SF** Multiplier is applied when Roof Size is greater than 30,000 SF, but less than 50,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a larger than average roof area resulting in fixed costs being a lower portion of the overall job costs	**%**	
22.23	**MULTIPLIER - ROOF SIZE IS GREATER THAN 50,000 SF, BUT LESS THAN 100,000 SF** Multiplier is applied when Roof Size is greater than 50,000 SF, but less than 100,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a large roof area resulting in fixed costs being a small impact on the overall job costs	**%**	
22.24	**MULTIPLIER - ROOF SIZE IS GREATER THAN 100,000 SF, BUT LESS THAN 200,000 SF** Multiplier is applied when Roof Size is greater than 100,000 SF, but less than 200,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across larger roof area resulting in fixed costs being a slight impact on the overall job costs	**%**	
22.25	**MULTIPLIER - ROOF SIZE IS GREATER THAN 200,000 SF** Multiplier is applied when Roof Size is greater than 200,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across very large roof area resulting in fixed costs being a minimal impact on the overall job costs	**%**	

	Cleaning & Caulking		
23.01	Pressure Wash to Clean Horizontal Surfaces	SF	
23.02	Pressure Wash to Clean Vertical Surfaces	SF	
23.03	Pressure Wash with TSP or Simple Green to Clean Horizontal Surfaces	SF	
23.04	Pressure Wash with TSP or Simple Green to Clean Vertical Surfaces	SF	
23.05	Use a Brush to Wash Surface with TSP or Simple Green to Clean Horizontal Surfaces	SF	
23.06	Use a Brush to Wash Surface with TSP or Simple Green to Clean Vertical Surfaces	SF	
23.07	Prime Existing Asphalt-Based Roof Surface	SF	
23.08	Blow-Off Surface Area with Portable Blower to Remove Moisture	SF	
23.09	Spud and Scrape Aggregate from Roof Surface Asphalt BUR (Size Reference: 100' X 12")	SF	
23.10	Spud and Scrape of Aggregate from Roof Surface Coal Tar BUR (Size Reference: 100' X 12")	SF	
23.11	Remove & Dispose Loose Aggregate from Roof Surface (Wet Vac)	SF	
23.12	Power Broom Roof Surface	SF	
23.13	Remove & Dispose Ballast from Roof Surface	SF	
23.14	Remove & Dispose Ballast from Roof Surface at Approved Disposal Site	SF	
23.15	Remove Ballast from Roof Surface & Save for Reuse	SF	
23.16	Scrape / Sand Loose Paint from Exterior Building Surfaces and Clean-Up Debris	SF	
23.17	Sandblasting Paint from Exterior Building Surfaces and Re-Claim Sand	SF	
23.18	Apply Coating (Paint) to Horizontal Surface	SF	
23.19	Apply Coating (Paint) to Vertical Surface	SF	
23.20	Caulking: Remove Existing Caulking & Clean and Prime Joint	LF	
23.21	Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/8” Diameter	LF	
23.22	Install Backer Rod in Properly Prepared Opening, Polyethylene - 1/2” Diameter	LF	
23.23	Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/4” Diameter	LF	
23.24	Install Backer Rod in Properly Prepared Opening, Polyethylene - 1” Diameter	LF	
	Masonry section	**UNIT**	**$ per Unit**
23.25	Remove and Reset Bricks; 1-50 SF	SF	
23.26	Remove and Reset Bricks; Over 50 SF	SF	
23.27	Remove and Reset Blocks	SF	
23.28	Remove and Reset Coping Stones	Each	
23.29	Remove Bricks, Blocks, Coping Stones; 1-50 SF	SF	
23.30	Remove Bricks, Blocks, Coping Stones; Over 50 SF	SF	
	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.	**UNIT**	**$ per Unit**
23.31	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swing stage 4”, 6” and 8” block (high-rise)	Each	
23.32	Selective Demolition of Brick Masonry Units with perimeter saw cutting	SF	
	Selective Demolition of Mortar Joint with Perimeter Saw cutting	**UNIT**	**$ per Unit**
23.33	Removal of existing mortar (½” wide by ¾” depth)	SF	
23.34	Removal of existing mortar (¾” wide by ¾” depth)	SF	
23.35	Removal of existing mortar (½” wide by 1½” depth)	SF	
23.36	Removal of existing mortar (¾” wide by 1½” depth)	SF	
	New Pointing Work	**UNIT**	**$ per Unit**
23.37	Furnish and install new mortar (½” wide by ¾” depth)	SF	
23.38	Furnish and install new mortar (¾” wide by ¾” depth)	SF	
23.39	Furnish and install new mortar (½” wide by 1 ½” depth)	SF	
23.40	Furnish and install new mortar (¾” wide by 1 ½” depth)	SF	
	Removal of Roof Parapets	**UNIT**	**$ per Unit**
23.41	Removal of parapet wall (24” high)	SF	
23.42	Removal of parapet wall (42” high)	SF	
23.43	Removal of parapet wall (24” high)	SF	
23.44	Removal of parapet wall (42” high)	SF	
	Reconstruction of Brick Masonry Roof Parapets	**UNIT**	**$ per Unit**
23.45	New brick masonry parapet w/stone coping and flashings (24” high)	SF	
23.46	New brick masonry parapet w/stone coping and flashings (42” high)	SF	
23.47	New brick masonry parapet w/stone coping and flashings (24” high)	SF	
23.48	New brick masonry parapet w/stone coping and flashings (42” high)	SF	
	New Through wall Flashings	**UNIT**	**$ per Unit**
23.49	Removal of 4 courses brick wall w/Temporary Shoring	SF	
23.50	Removal and replacement of steel lintel	SF	
23.51	Furnish and install new flashings (Bituthane)	SF	
23.52	Furnish and install new flashings (Lead coated copper)	SF	
23.53	Furnish and Install New Brick Masonry w/Weep Holes and Screens	SF	
23.54	Parging and waterproofing of back-up wall	SF	

	Roof Coping Stones.	UNIT	$ per Unit
23.55	Removal of existing roof coping stones (16 inches)	SF	
23.56	Removal and parging of existing substrate	SF	
23.57	Furnish and install new lead coated copper flashings	SF	
23.58	Drilling and epoxy grouting stainless steel pins	SF	
23.59	Reinstallation of existing stones with cleaning	SF	
23.60	Furnish and install new coping stones	SF	
23.61	Furnish and install new sealants between coping stones.	SF	
23.62	Cleaning and coating of existing stones.	SF	
	CMU Backup Wall Repair and Waterproofing.	**UNIT**	**$ per Unit**
23.63	Replacement of Deteriorated CMU Back-up	SF	
23.64	Parging of CMU back-up wall	SF	
23.65	Waterproofing of back-up wall	SF	
	Crack Repair	**UNIT**	**$ per Unit**
23.66	Drill and install new stainless steel pins.	Each	
23.67	Grouting of open cracks	SF	
23.68	Replacement of cracked bricks	SF	
	New Concrete and Coating	**UNIT**	**$ per Unit**
23.69	Placement of new high strength patching mortar (2” depth)	SF	
23.70	Placement of new high strength patching mortar (3.5” depth).	SF	
23.71	Cleaning and coating of concrete surface.	SF	
23.72	Sidewalk Bridging.	SF	
23.73	Temporary Roof Protection	SF	
	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets	**UNIT**	**$ per Unit**
23.74	Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	EA	
23.75	Install & Connect new 6" roof drain & Flashing; Excluding Plumbing	EA	
23.76	Install & Connect new 8" roof drain & Flashing; Excluding Plumbing	EA	
23.77	Pitch pocket, 24 gauge, GI, 12” x 12”, with storm collar, hemmed to outside, soldered corners and seams	EA	
23.78	Pitch pocket, 24 gauge, GI, 6” x 6”, with storm collar hemmed to outside, soldered corners and seams	EA	
23.79	Pitch pocket, 24 gauge, GI, 8” x 8”, with storm collar, hemmed to outside, soldered corners and seams	EA	
23.80	Plumbing stack, 16 oz. copper flashing	EA	
23.81	Plumbing stack, 24 gad Zinc flashing	EA	
23.82	Plumbing stack, 4# lead flashing	EA	
23.83	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 12" Straight	EA	
23.84	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 2" Corners	EA	
23.85	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 3" Kit	EA	
23.86	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Kit	EA	
23.87	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Rounds	EA	
23.88	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Kit	EA	
23.89	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Straight	EA	
23.90	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit	EA	
23.91	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit with 2-Part Filler	EA	
23.92	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Rounds	EA	
23.93	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 9" Kit	EA	
23.94	Installation of Roof Curbs 2" X 4"	LF	
23.95	Installation of Roof Curbs 2" X 6"	LF	
23.96	Installation of Roof Curbs 2" X 8"	LF	
23.97	Installation of Coping/Edge Nailers 2" X 4"	LF	
23.98	Installation of Coping/Edge Nailers 2" X 6"	LF	
23.99	Installation of Coping/Edge Nailers 2" X 8"	LF	
23.100	Installation of Coping/Edge Nailers 2" X 10"	LF	
23.101	Installation of Coping/Edge Nailers 2" X 12"	LF	
23.102	Installation of Coping/Edge Nailers 2" X 14"	LF	
23.103	Installation of Coping/Edge Nailers 2" X 16"	LF	
23.104	Provide a cast iron drain strainer	EA	
23.105	Reflash existing roof drain	EA	
23.106	Scupper, .050 Aluminum, match existing configuration	LF	
23.107	Scupper, 16 oz Copper, match existing configuration	LF	
23.108	Scupper, 20 gad Stainless Steel, match existing configuration	LF	
23.109	Sleeper Cap - 24 Gad Galvanized	LF	
	Roof Accessories	**UNIT**	**$ per Unit**

23.110	Walkway Pads		
23.111	30" wide roll goods, tape attached	EA	
23.112	30" wide roll, hot asphalt attached	EA	
23.113	30" wide roll, adhesive attached	EA	
23.114	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
23.115	Roof ladder, security ladder guard	EA	
23.116	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	EA	
23.117	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	EA	
23.118	Roof ventilators	EA	
23.119	Termination bar, aluminum, 1/4” x 1”	LF	
	Common Roof Repair Items	**UNIT**	**$ per Unit**
23.120	3-Course Application; Mastic-Mesh-Mastic; 15" Wide Total; 12" Wide Mesh	LF	
23.121	3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	LF	
23.122	3-Course Application; Urethane-Reinforcement-Urethane (< 500 SF)	SF	
23.123	3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	SF	
23.124	Install Self-Adhering Cap Sheet Over Repair Area (< 500 SF)	SF	
23.125	Install Self-Adhering Cap Sheet Over Repair Area (> 500 SF)	SF	
23.126	Torch Cap Sheet Over Repair Area (< 500 SF)	SF	
23.127	Torch Cap Sheet Over Repair Area (> 500 SF)	SF	
23.128	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (< 500 SF)	SF	
23.129	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	SF	
	Leak Response & Preventive Maintenance	**UNIT**	**$ per Unit**
23.153	Leak Response Work Order Tracking & Dispatch	EA	
23.154	Leak Response Completion Report with Back-Up	EA	
23.155	Preventive Maintenance (Single Campus - All Roof Sections)	SF	
23.156	Preventive Maintenance (Multiple Campuses City-/County-wide - All Roof Sections)	SF	
23.157	Preventive Maintenance (Multiple Campuses State-wide - All Roof Sections)	SF	
23.155	Preventive Maintenance Performed Concurrent with Visual Inspection (Single Campus - All Roof Sections)	SF	
23.156	Preventive Maintenance Performed Concurrent with Visual Inspection (Multiple Campuses City-/County-wide - All Roof Sections)	SF	
23.157	Preventive Maintenance Performed Concurrent with Visual Inspection (Multiple Campuses State-wide - All Roof Sections)	SF	
23.158	Preventive Maitenance Completion Report with Back-Up	EA	
	Equipment	**UNIT**	**$ per Unit**
23.159	Folklift/Manlift Equipment Rental	DAY	
23.160	Crane Equipment Rental - up to 80'	DAY	
23.161	Crane Equipment Rental - up to 150'	DAY	
23.162	Manlift per day	DAY	
23.163	Skytrack	DAY	
23.164	Additional Equipment (rental) % off published price	%	
	Other Services	**UNIT**	**$ per Unit**
23.165	Demobilization - Pre-Planned or Additional Un-planned	EA	
23.166	Remobilization - Pre-Planned or Additional Un-planned	EA	
	Additional repair options	**UNIT**	**$ per Unit**
23.167	Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Requires a quote on corporate letterhead that cannot exceed $25,000) Cost plus added to quote	%	
23.168	Option 2: R.S. Means or Gordian Group Catalog (Used when repair and installation services line item pricing is not available) Cost plus added to catalog pricing	%	
	Catalog Pricing	**UNIT**	**$ per Unit**
23.169	Please provide a price list with your complete material catalog(s) - A manufacturers catalog can be used. You may provide a net-price or a catalog with a discount.		
	Green Roofing	**UNIT**	**$ per Unit**
23.170	Please provide your green environmentally friendly roofing options, please provide as much information as possible to include line items necessary to complete a green roof		

Sheet Metal Accessories Covered Under these Pricing Tables:

- **-Drip Edge**
- **-Gravel Stop**
- **-Gutters, Straps, Hangers & Fasteners**
- **-Coping**
- **-Surface Mounted Counter Flashing**
- **-Reglet Mounted Counter Flashing**
- **-Skirt Flashing**
- **-Expansion Joints**
- **-Miscellaneous Metal Fabricated Details**

Aluminum

Size / Gauge	.032	.040	.050	.063
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Stainless Steel & Copper

Size / Gauge / Thickness	SS 24 Ga	SS 26 Ga	Copper 16 oz	Copper 20 oz
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Kynar Coated Steel

Size / Gauge	16 Ga	20 Ga	22 Ga	24 Ga
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				

22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Galvanized Steel				
Size / Gauge	16 Ga	20 Ga	22 Ga	24 Ga
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				

44"				
46"				
48"				
Price Per Bend				

Caulking Chart pricing per Linear Foot Installed

2 Component Epoxied Urethane Compound

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Caulking Chart pricing per Linear Foot Installed

1 Component Polyurethane

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Caulking Chart pricing per Linear Foot Installed

1 Component Silicone Rubber

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Line Item Multiplier to Adjust Labor Costs Based Upon the Prevailing Wage Rate.
Prevailing wage found at http://www.wdol.gov/dba.aspx#0

Journeyman Prevailing Wage Rate	Multiplier for Prevailing Wage Rates		
	Roofer	Mason	Sheet Metal
$10.00			
$12.50			
$15.00			
$17.50			
$20.00			
$22.50			
$25.00			
$27.50			
$30.00			
$32.50			
$35.00			
$37.50			
$40.00			
$42.50			
$45.00			
$47.50			
$50.00			
$52.50			
$55.00			
$57.50			
$60.00			
$62.50			
$65.00			
$67.50			
$70.00			
$72.50			
$75.00			
$77.50			
$80.00			
$82.50			
$85.00			
$87.50			
$90.00			
$92.50			
$95.00			
$97.50			
$100.00			
$102.50			
$105.00			
$107.50			
$110.00			
$112.50			
$115.00			
$117.50			
$120.00			

Attachment D – Experience Record

PUBLIC ENTITY PAST PERFORMANCE PROJECT EXAMPLES THAT ILLUSTRATE BIDDER'S QUALIFICATIONS FOR THIS CONTRACT

Bidder's shall complete this Experience Record which entails submitted this form for two (2) turn-key roofing or waterproofing projects for public agencies in twenty-five (25) states; totaling fifty (50) projects. Projects shall meet the requirements outlined in the IFB. Use additional space as necessary.

Bidder must answer all questions completely and all information must be clear, accurate, and comprehensive. If all fields are not completed, the Bid is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "See Attached".

<table>
<tr><td colspan="2">Project Title:</td></tr>
<tr><td>Example Project Number:</td><td>Project Location (City & State):</td></tr>
<tr><td>Public Agency who Owned the Contract:</td><td>Point of Contact at Public Agency (Name, Title, Working Phone Number, & Working E-mail Address) who can be reached and would be knowledgeable about the Project:</td></tr>
<tr><td>Performance & Payment Bond #:</td><td>Surety Company:</td></tr>
<tr><td>Project Size (Sq. Ft.):</td><td>Start & End Dates of Contract (to include original End Date as specified in the original Contract and Final End Date) – if applicable, include why project was delayed:</td></tr>
<tr><td>Types of Roofing System Components:</td><td>Original and Final Contract Amount – if applicable, include why Final Contract Amount was different:</td></tr>
<tr><td colspan="2">Brief Description of the Project to include Examples of its Relevance to this IFB:</td></tr>
<tr><td>Prime Contractor Name & Location (City & State):</td><td>If applicable, State License #:</td></tr>
<tr><td>Subcontractor(s) Name & Location (City & State):</td><td>If applicable, State License #(s):</td></tr>
</table>

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4193 **Agenda Date:** 10/7/2025 **Agenda #:** C.143.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Purchase Orders for Electrical Materials and Components, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with: OneSource Distributors, LLC and Rexel USA, Inc. d/b/a Platt Electric Supply, in an amount not to exceed $2,000,000 for each purchase order, to supply electrical materials and components, for the period November 1, 2025 through October 31, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division, is responsible for maintaining all County buildings, including hospitals, clinics, detention centers, and congregate care facilities. Electrical repairs and improvements are included in this required maintenance.

Facilities Services Division uses several vendors for electrical materials and components. A formal solicitation process for electrical materials and supplies was recently conducted via Bidnet Direct, RFP # 0000000081, with due date June 2, 2025. After thorough review of the bids received, two vendors were selected, OneSource Distributors, LLC and Rexel USA, Inc. d/b/a Platt Electric Supply.

Facilities Services is requesting approval for five-year purchase orders with OneSource Distributors, LLC and Rexel USA, Inc. d/b/a Platt Electric Supply for the term November 1, 2025 through October 31, 2030, in the amount of $2,000,000 each.

CONSEQUENCE OF NEGATIVE ACTION:
If these purchase orders are not approved, procurement of electrical materials and components with OneSource Distributors, LLC and Rexel USA, Inc. d/b/a Platt Electric Supply will not begin, and access to electrical supplies for maintenance and emergency repairs will be limited.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4194 **Agenda Date:** 10/7/2025 **Agenda #:** C.144.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Consulting Services Agreement with WSP USA Inc., Brentwood area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Director, or designee, to execute a Consulting Services Agreement (contract) with WSP USA Inc. in an amount not to exceed $2,700,000 for construction management services for the Vasco Road Safety Improvement Project Phase 2 for the period October 8, 2025 through June 30, 2029, as recommended by the Public Works Director, Brentwood Area. (District III)

FISCAL IMPACT:
62% East Contra Costa Regional Fee and Financing Authority (ECCRFFA) funds and 38% Regional Measure 3 (RM 3) funds.

BACKGROUND:
In the on-going effort to increase safety along Vasco Road, the Public Works Department has worked with traffic and design consultants to analyze the effects of a median barrier and developed project alternatives. Through this effort, the Public Works Department has identified a safety project in a segment of Vasco Road which has experienced a number of cross median collisions.

During the 12 years, from January 1996 through December 2007, there were 352 collisions on Vasco Road, of which eight were fatal (16 total fatalities) and 136 involved injuries. In the five years from 2010 to 2014, a total of 105 collisions occurred along Vasco Road with 74 people injured and one fatality. In the four years from 2020 to 2024, there were 206 collisions on Vasco Road. The highest cluster of collisions occurred in the southern portion of the road where terrain is hilly, the road is curvy, and two lanes narrow to one lane in the southbound direction. The Project is located in this area.

The completed Project will consist of widened lanes and a concrete median barrier along 1.5 miles of Vasco Road beginning approximately three miles north of the Contra Costa/Alameda County Line. The Project will widen the existing roadway to provide the space necessary to construct a median barrier while maintaining the current number of travel lanes. Associated signing, striping, turn pockets, retaining walls, drainage improvements, wildlife mitigation, bridge widening, and barrier end-treatments will be constructed as necessary to accommodate the installation of median barriers.

WSP USA Inc. was selected to provide construction management services for the project after completing a request for proposal solicitation and technical proposal process. The Public Works Department has successfully

negotiated with WSP USA Inc. to provide the construction management services for the Project.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A delay in construction of the Project will occur, ultimately delaying the completion of the Project. Project delay may also result in substantial additional project costs.

CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

This consulting services agreement ("Agreement") is dated October 8, 2025, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: (*check one*)

☒ Contra Costa County for its Department named below
☐ Contra Costa County Flood Control and Water Conservation District
☐ Contra Costa County Fire Protection District
☐ Housing Authority of the County of Contra Costa
☐ Contra Costa County Redevelopment Agency

(i) Department (*if applicable*): Public Works

(ii) Department Head means the individual named below or his or her designee (*check one*):

☐ Director of General Services
☒ Public Works Director/Chief Engineer
☐ Fire Chief
☐ Housing Authority Executive Director
☐ Director of Department of Conservation and Development

(iii) Agency Mailing Address: Transportation Engineering Division
255 Glacier Drive
Martinez, CA 94553
Attn: Carl Roner

(b) Consultant's Name & Address: WSP USA Inc.
3260 Lone Tree Way, Suite 104
Antioch, CA 94509
Attn: Bart Littell

(i) Type of Business Entity: Corporation
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: New York

(ii) Federal Taxpayer I.D. or SSN: 11-1531569

(iii) License Number: 47543

2. Project Name, Number, & Location: Construction Management Services for the Vasco Road Safety Improvement Project Phase 2

3. Term. The effective date of this Agreement is October 8, 2025. It terminates on June 30, 2029 unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: $ 2,700,000.

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

☐ Health and Safety Code Section 13861 (*Fire Protection District*)
☐ Health and Safety Code Section 34314 (*Housing Authority*)
☐ Health and Safety Code Section 33125 (*Redevelopment Agency*)
☐ Other (*Specify*)

6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

☒ General Conditions (*always attached*)
☐ Special Conditions (*optional*)
☒ Appendix A: Scope of Services (*always attached*)
☒ Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

7. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A
Consultant's Name:
WSP USA Inc., a New York Corporation

By _____
(Signature of individual or officer)

,
(Print name and title, if applicable)

SIGNATURE B
Consultant's Name:
WSP USA Inc., a New York Corporation

By _____
(Signature of individual or officer)

(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (Date),

before me, _____ (Name and Title of Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

_____
Signature of Notary Public

AGENCY

(a) **If Agreement is approved by Agency governing body (required if Payment Limit exceeds $200,000)**:

AGENCY,

By _____
Board Chair/Designee

ATTEST: Clerk of the Board of Supervisors

By _____
Deputy

(b) **If Agreement is approved by County Purchasing Agent**:

AGENCY,

By _____
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4195 **Agenda Date:** 10/7/2025 **Agenda #:** C.145.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 2 with Sharjo, LLC d/b/a ServiceMaster Restoration Services, a California Limited Liability Company, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Sharjo, LLC d/b/a ServiceMaster Restoration Services, effective August 31, 2025, to increase the payment limit by $1,000,000 to a new payment limit of $4,000,000 and extend the term through August 31, 2026, for on-call restoration services at various County sites and facilities, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services is responsible for the maintenance of all County sites and facilities. On-call restoration contracts are used for emergency restoration services at County buildings which include but are not limited to water damage, fire damage, smoke damage, mold, and asbestos remediation. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities.

The Public Works Department conducted a formal solicitation for on-call restoration services. The Request for Proposal was originally bid on BidSync #2101-451. The Public Works Department conducted a thorough evaluation and Sharjo, LLC d/b/a ServiceMaster Restoration Services was one of three vendors awarded for this contract. The Board approved a contract with Sharjo, LLC d/b/a ServiceMaster Restoration Services for the term September 1, 2021, through August 31, 2024, in the amount of $3,000,000.

Amendment No. 1, effective August 31, 2024, extended the contract term an additional year through August 31, 2025. Facilities Services is requesting Amendment No. 2 with Sharjo, LLC d/b/a ServiceMaster Restoration Services to be approved, increasing the payment limit to $4,000,000 and extending the contract term an additional year through August 31, 2026, for on-call restoration services.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract amendment is not approved, the contract will expire and restoration services with Sharjo, LLC d/b/a ServiceMaster Restoration Services will discontinue.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4196 **Agenda Date:** 10/7/2025 **Agenda #:** C.146.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 4 with C & J Painting, a California General Partnership, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with C & J Painting, effective October 7, 2025, to increase the payment limit by $1,500,000 to a new payment limit of $6,000,000, for on-call painting services at various County sites and facilities, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division is responsible for the maintenance and repair of all County buildings and facilities. On-call painting contracts are on an as-needed basis, utilized when the demand for painting services exceeds staffing levels. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities.

Originally bid on BidSync #2102-455, Facilities Services Division conducted a thorough evaluation and C & J Painting was one of two (2) vendors awarded a contract for these services. The original term of the contract was August 1, 2021 through July 31, 2024.

Amendment No. 1, effective February 1, 2023, increased hourly rates according to the Consumer Price Index (CPI) for the San Francisco - Oakland area as published by the Bureau of Labor Statistics, plus two percent. Amendment No. 2, effective July 1, 2024, increased the payment limit to $4,500,000 and extended the term from July 31, 2024 to July 31, 2026. Amendment No. 3, effective August 31, 2024, increased the rates according to the terms of the contract.

Facilities Services is requesting Amendment No. 4 with C & J Painting to be approved, increasing the contract amount from $4,500,000 to $6,000,000 to ensure the County has continued access to the Contractor's services.

CONSEQUENCE OF NEGATIVE ACTION:
Without the approval of this Contract Amendment No. 4, on-call painting services at various County sites and facilities with C & J Painting will discontinue due to insufficient funds, and future planned projects for the upcoming fiscal year will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4197 **Agenda Date:** 10/7/2025 **Agenda #:** C.147.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Global ARFF Services, LLC for Aircraft Rescue Firefighting Apparatus

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Global ARFF Services, LLC in an amount not to exceed $500,000, to provide aircraft rescue firefighting apparatus maintenance and repair services, for the period of October 7, 2025 through October 6, 2030, Countywide.

FISCAL IMPACT:
100% Fleet Internal Service Fund

BACKGROUND:
Contra Costa County Public Works operates two airports: Buchannan Field Airport and Byron Airport. Three crash rescue/fire trucks are stationed at these facilities and per FAA regulations, they must be inspected and certified by licensed inspectors. These vehicles also require maintenance, repairs, and services on a semi-annual schedule or as needed.

Global ARFF Services, LLC has maintained the airport's fleet of ARFF apparatus for over fifteen years with a record of 100% compliance, including all required emergency vehicle inspections and certifications. Their technicians are specifically trained in the types of apparatus used at our airports and bring valuable expertise gained through a longstanding partnership. The vendor has also served as the primary supplier of parts for the County's Oshkosh apparatus.

Fleet Services is requesting approval of a service contract with Global ARFF Services, LLC for the term October 7, 2025 through October 6, 2030. This service contract will be made through a sole source procurement to ensure continuity of aircraft rescue firefighting apparatus maintenance and repair services for Contra Costa County Airports.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this contract will result in non-compliance with FAA guidelines for the maintenance and repair of aircraft rescue and firefighting apparatuses at Buchanan Field Airport and Byron Airport.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4198 **Agenda Date:** 10/7/2025 **Agenda #:** C.148.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Agreement between Contra Costa County and the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) and the State Route 4 Bypass Authority (SR4BA) for the Vasco Road Safety Improvements - Phase 2 project, Brentwood Area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement with the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) and the State Route 4 Bypass Authority (SR4BA) for the Vasco Road Safety Improvements - Phase 2 project (Project), Brentwood Area. (District III)

FISCAL IMPACT:
62% East Contra Costa Regional Fee and Financing Authority (ECCRFFA) funds, and 38% Regional Measure 3 (RM 3) funds.

BACKGROUND:
In the on-going effort to increase safety along Vasco Road, the Public Works Department has worked with traffic and design consultants to analyze the effects of a median barrier and develop project alternatives. Through this effort, the Public Works Department has identified a safety project in a segment of Vasco Road which has experienced a number of cross median collisions.

During the 12 years, from January 1996 through December 2007, there were 352 collisions on Vasco Road, of which eight were fatal (16 total fatalities) and 136 involved injuries. In the five years from 2010 to 2014, a total of 105 collisions occurred along Vasco Road with 74 people injured and one fatality. In the four years from 2020 to 2024, there were 206 collisions on Vasco Road. The highest cluster of collisions occurred in the southern portion of the road where terrain is hilly, the road is curvy, and two lanes narrow to one lane in the southbound direction. The Project is located in this area.

The completed Project will consist of widened lanes and a concrete median barrier along 1.5 miles of Vasco Road beginning approximately three miles north of the Contra Costa/Alameda County line. The Project will widen the existing roadway to provide the space necessary to construct a median barrier while maintaining the current number of travel lanes. Associated signing, striping, turn pockets, retaining walls, drainage improvements, wildlife mitigation, bridge widening, and barrier end-treatments will be constructed as necessary to accommodate the installation of median barriers.

The purpose of this Agreement is to specify the Parties that will be responsible for the design, project management, environmental clearance, utility relocation, right-of-way acquisition, construction management, construction, acceptance, and funding of the Project. This Agreement also designates SR4BA as the Party to exercise the power of eminent domain within the Parties' jurisdictions for the purpose of acquiring property and property rights necessary for the Project, pursuant to Code of Civil Procedure section 1240.140.

CONSEQUENCE OF NEGATIVE ACTION:
If the Public Works Department is not authorized to execute the Joint Exercise Powers Agreement, the design and construction of the project will be delayed, and funding may not be available for the improvements to Vasco Road.

JOINT EXERCISE OF POWERS AGREEMENT
BY AND AMONG
CONTRA COSTA COUNTY,
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AND
STATE ROUTE 4 BYPASS AUTHORITY,
FOR THE
VASCO ROAD SAFETY IMPROVEMENTS – PHASE 2 PROJECT

Effective on _____, 2025 ("Effective Date"), this Joint Exercise of Powers Agreement ("Agreement") is entered into by and among Contra Costa County, a political subdivision of the State of California ("COUNTY"), the East Contra Costa Regional Fee and Financing Authority, a joint exercise of powers agency (hereinafter referred to as "ECCRFFA"), and the State Route 4 Bypass Authority, a joint exercise of powers agency (hereinafter referred to as "SR4BA"). COUNTY, ECCRFFA, and SR4BA are sometimes referred to herein together as the "Parties," and each as a "Party."

1. Purpose: The Parties enter into this Agreement to exercise powers common to them with respect to the completion of the Vasco Road Safety Improvements – Phase 2 project (the "PROJECT"), pursuant to Government Code section 6500, et seq. The purpose of this Agreement is to specify the Parties that will be responsible for the design, project management, environmental clearance, utility relocation, right-of-way acquisition, construction management, construction, acceptance, and funding of the PROJECT. This Agreement also designates SR4BA as the Party to exercise the power of eminent domain within the Parties' jurisdictions for the purpose of acquiring property and property rights necessary for the PROJECT, pursuant to Code of Civil Procedure section 1240.140.

2. Responsibilities of COUNTY, ECCRFFA, and SR4BA,:

   A. COUNTY agrees:

      1) As the lead agency under the California Environmental Quality Act ("CEQA"), to complete any required subsequent or supplemental environmental review for the PROJECT, the reasonable cost of which will be reimbursed by SR4BA using ECCRFFA Funding following written demand for payment.

      2) To provide, at no cost, a designated representative to coordinate with ECCRFFA and SR4BA on all activities required to complete the PROJECT under this Agreement.

      3) To provide staff to review the PROJECT plans and specifications developed by the PROJECT design consultant, the reasonable cost of which will be reimbursed by SR4BA using ECCRFFA Funding following written demand for payment. COUNTY will cause its Board of Supervisors to consider approving the PROJECT final design plans and specifications for the PROJECT.

4) To authorize SR4BA and its contractors to construct the PROJECT on right(s) of way held in COUNTY's name, subject to the terms of this Agreement. Within seven (7) days after SR4BA's PROJECT construction contractor submits an application for an encroachment permit, COUNTY will issue to SR4BA"s PROJECT construction contractor, at no cost, a COUNTY encroachment permit authorizing entry and occupancy within the PROJECT right of way owned by the COUNTY.

5) To cooperate with SR4BA to identify any additional right(s)-of-way required for the PROJECT.

6) To award a PROJECT construction management contract and assign the contract to SR4BA within 10 days following contract award.

7) To appoint a representative with authority to approve any necessary changes or extra work related to the PROJECT. COUNTY shall require its designated representatives to respond to any request for approval of a proposed change order within seven (7) working days after SR4BA delivers a change order to COUNTY. If COUNTY's representative does not respond within that period, COUNTY shall be deemed to have approved the proposed change order. COUNTY's representative shall not unreasonably withhold approval of a PROJECT change order.

8) Before the PROJECT is accepted as complete, to cause the COUNTY Public Works Director, or designee, to (a) perform a joint final inspection of the PROJECT, and (b) subject to the requirements of Section 6.A. of this Agreement, issue a Concurrence Letter (defined in Section 6.A., below).

9) Beginning on the Recording Date (defined in Section 6.A, below) and continuing thereafter, to operate and maintain the PROJECT and all PROJECT right(s)-of-way.

10) Within 60 days following a request by SR4BA to transfer PROJECT right(s)-of-way to COUNTY, to accept PROJECT right(s)-of-way acquired in the SR4BA's name; and to accept all PROJECT right(s)-of-way conveyed directly to COUNTY as part of any terms of acquisition negotiated by SR4BA.

B. ECCRFFA agrees:

1) To provide regional transportation demand impact mitigation ("RTDIM") fee funding allocated to the PROJECT in the ECCRFFA June 2025 Strategic Plan, in the amount of $25.0 million of the PROJECT costs ("ECCRFFA Funding") to be used for the following phases of the PROJECT: any subsequent environmental review, project management, design, utility relocation, right-of-way acquisition, construction management, and construction. If PROJECT costs exceed the Regional Measure 3 ("RM3") Funding ("RM3 Funding")and the ECCRFFA Funding, combined, any excess costs will be paid first from funding secured by any other Party

under Section 4.A., and second from ECCRFFA funds as the PROJECT is eligible for funding from ECCRFFA in 100% of its actual cost. Within 60 days following the Effective Date, the entire amount of the ECCRFFA Funding ($25 million) will be transmitted to SR4BA.

2) To take further actions reasonably necessary to ensure the PROJECT is completed in accordance with this Agreement.

C. SR4BA agrees:

1) To accept ECCRFFA Funding and to use ECCRFFA Funding for the following phases of the PROJECT: any subsequent environmental review, project management, design, utility relocation, right-of-way acquisition, construction management, and construction. SR4BA will coordinate with the Metropolitan Transportation Commission ("MTC") to cause MTC to provide all RM3 Funding allocated to the PROJECT, in the amount of up to $15.0 million. It is anticipated that the RM3 Funding will be requested and used for the costs incurred during the construction phase of the PROJECT.

2) To act as the fiscal agent for the PROJECT and to account for all PROJECT expenses and all uses of ECCRFFA Funding, RM3 Funding, and, if required, additional ECCRFFA funds or other funds, used to pay for PROJECT costs.

3) To accept an assignment of the PROJECT construction management contract from COUNTY, and, thereafter, to act as the agency responsible for managing the construction management of the PROJECT. The SR4BA Program Manager, or designee, is hereby authorized to execute the assignment on behalf of SR4BA. SR4BA shall allow the COUNTY Public Works Director, or designee, to review and comment on all PROJECT plans and specifications at each design milestone and prior to advertising the PROJECT for construction bids.

4) To act as the agency responsible for PROJECT right-of-way acquisition, utility relocation, construction management, and construction. Right-of-way acquisition includes all legal, engineering, appraisal, relocation assistance, and related services required by SR4BA to acquire PROJECT right-of-way, and all right-of-way required for any utility relocation, whether through negotiated purchase and sale or through eminent domain, as well as all payments for the fair market value of the property and property interests being acquired, including all judgments entered by the court and all settlements negotiated by SR4BA and other parties to any eminent domain action.

5) To acquire, in the name of the SR4BA right(s)-of-way required for the PROJECT, after consulting with the COUNTY regarding the right(s)-of-way required for the PROJECT. At SR4BA's discretion, temporary construction easements required for the PROJECT may remain in the name of SR4BA through the completion of the PROJECT. SR4BA may, in its discretion,

negotiate terms requiring any permanent easements or fee interests required for the PROJECT to be conveyed directly to COUNTY.

6) To contract directly with a design consultant firm for PROJECT design following any required solicitation.

7) Following the COUNTY Board of Supervisors' approval of the PROJECT design, to cause the SR4BA Board of Directors to approve the design and approve advertising for bids, and to approve the award of a PROJECT construction contract to the lowest responsible bidder, in accordance with all laws and policies applicable to SR4BA and COUNTY.

8) To prepare PROJECT change orders, and to consult with COUNTY's Public Works Director, or designee, on any necessary changes and extra work required to deliver the PROJECT.

9) To cause to be prepared as-built drawings and deliver the final as-built drawings to COUNTY after the PROJECT is accepted as complete.

10) If the PROJECT is accepted as complete prior to the vesting of title to all required PROJECT right(s)-of-way in the name of COUNTY (e.g., where there is an order of possession in a pending condemnation action the SR4BA files), to license the use of said right(s)-of-way to the COUNTY. Once title to the right(s)-of-way vests in SR4BA, the right(s)-of-way will be transferred to the COUNTY and the license will be terminated.

3. Designation of Party to Exercise the Power of Eminent Domain. Pursuant to Code of Civil Procedure section 1240.140, the Parties hereby agree that SR4BA has, and shall continue to have, the authority relating to the PROJECT, to:

A. Conduct all public hearings to the end of adopting a Resolution of Necessity, which shall be a discretionary decision for SR4BA's Board of Directors;

B. Take whatever steps are necessary to initiate, conduct, and resolve or conclude such eminent domain proceedings as are necessary to obtain title to any and all real property interests that are required for the construction of the PROJECT, or otherwise necessary to protect or preserve the safety and usefulness of the PROJECT, or to mitigate the effects of the PROJECT, or as otherwise required to be acquired as a condition of any permit for the PROJECT; and

C. In connection therewith, to enter into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way acquisition, relocation assistance, related services, and any required experts.

4. Funding and Financial Responsibility; Audit; Cooperation.

A. Funding and Financial Responsibility. The PROJECT will be funded with the ECCRFFA Funding and RM3 Funding, and, if necessary, additional ECCRFFA or other funding required to complete the PROJECT. Provided, however, that if any Party is able to secure PROJECT funding from another source, such additional

PROJECT funding shall be used to reduce ECCRFFA's share of the cost to complete the PROJECT. SR4BA is designated as the fiscal agent for the PROJECT, will receive ECCRFFA Funding, and any additional ECCRFFA funds or other funds required to complete the PROJECT, will cooperate with MTC to obtain RM3 Funding to pay PROJECT expenses, and will be responsible for keeping all records related to the receipt and disbursement of funds required to complete the PROJECT.

B. Audit. During the term of this Agreement and for a period of three (3) years following its expiration or termination (the "Audit Period"), each Party shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all PROJECT-related costs. In order to make an audit, during the Audit Period each Party shall have the right of access to any books, documents, papers, and other records of all other Parties that are pertinent to the use of public funds for PROJECT-related costs. Within 10 days after a Party's written request to another Party, the receiving Party shall provide the requesting Party copies of accounting and financial records regarding the use of public funds for PROJECT-related costs, or shall make such records available for inspection and copying during the receiving Party's normal business hours, at the receiving Party's office or the office of its financial consultant. The requirements of this Section 4.B. shall survive for a period of three years following the expiration or termination of this Agreement.

C. Cooperation. If any Party determines that additional activities are required beyond those contemplated in this Agreement, the Parties' authorized representatives will meet and confer to determine a course of action consistent with the purpose of this Agreement, which may require an amendment to this Agreement to memorialize the Parties' additional agreements and understandings. If any dispute arises under this Agreement, the Parties shall seek to resolve the dispute, first, informally through their authorized representatives, and, if not resolved, at mediation before an agreed upon mediator, the cost of which shall be paid by the Parties in equal shares.

5. Insurance and Hold Harmless:

A. SR4BA shall require the PROJECT construction contractor to indemnify COUNTY and ECCRFFA, and their respective officers, employees, and agents, to the same extent as the construction contractor is required to indemnify SR4BA and its officers, employees, and agents.

B. SR4BA shall require the PROJECT construction contractor to provide, for the benefit of SR4BA and COUNTY, a guarantee against defects in material and workmanship for a period of one year from the date the PROJECT is accepted as complete by COUNTY.

C. SR4BA shall require the PROJECT construction contractor to provide a payment and performance bond, using standard COUNTY bond forms, guaranteeing 100% of the maximum construction contract price, and naming SR4BA and COUNTY as obligees under the bonds.

D. SR4BA shall require the PROJECT construction contractor to maintain the following policies of insurance:

1) Workers' compensation insurance pursuant to state law.

2) Commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, per current Caltrans Standard Specifications at the time of bid. Said policy shall include a policy limit of $5,000,000 individually and $10,000,000 in the aggregate, and a waiver of subrogation for COUNTY, ECCRFFA, and SR4BA.

3) Builders' risk insurance in an amount equal to the construction contract price, with a waiver of subrogation for COUNTY, ECCRFFA, and SR4BA.

4) Except where already covered by the commercial general liability policy, vehicle liability insurance with a minimum combined single-limit coverage of $1,000,000 per occurrence.

SR4BA shall provide the other Parties certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requesting at least 30 days' advance written notice to SR4BA prior to policy lapse, cancellation, or material change in coverage. The above policies shall contain a provision that the policies are primary coverage to the full limits of the policies and that, if any additional insured has other insurance or self-insurance against a loss covered by any policy, the additional insured's insurance or self-insurance shall be excess insurance only.

E. COUNTY shall defend, indemnify, save, and hold harmless ECCRFFA and SR4BA, and their governing bodies, officers, agents, and employees, from the proportion of any claims, demands, suits, costs, expenses (including attorney's fees and attorney's fee awards), and liabilities for any damages, injury, sickness, or death (collectively "Liabilities") that arise from the negligence or willful misconduct of the COUNTY, its officers, employees, or agents in the performance of COUNTY's obligations under this Agreement.

F. ECCRFFA shall defend, indemnify, save, and hold harmless COUNTY and SR4BA, and their governing bodies, officers, agents, and employees, from the proportion of any Liabilities that arise from the negligence or willful misconduct of ECCRFFA, its officers, employees, or agents in the performance of ECCRFFA's obligations under this Agreement.

G. SR4BA shall defend, indemnify, save, and hold harmless COUNTY and ECCRFFA, and their governing bodies, officers, agents, and employees, from the proportion of any Liabilities that arise from the negligence or willful misconduct of SR4BA, its officers, employees, or agents in the performance of SR4BA's obligations under this Agreement.

H. Nothing in this Agreement is intended to affect any Party's legal liability to third parties by imposing any standard of care different from that normally imposed by law.

6. Joint Inspection, Acceptance, Maintenance & Operation, and Transfer:

A. Joint Inspection and Acceptance. Upon completion of PROJECT construction, SR4BA's construction manager and COUNTY's Public Works Director, or designee, shall conduct a joint final inspection of the PROJECT to determine whether the PROJECT has been constructed in accordance with the PROJECT plans and specifications and approved PROJECT change orders to the reasonable satisfaction of SR4BA and COUNTY. If the COUNTY Public Works Director, or designee, determines that the PROJECT has been constructed in accordance with the PROJECT plans and specifications and any change orders: (1) within five days after the joint inspection, COUNTY's Public Works Director, or designee, shall provide SR4BA a letter concurring that the PROJECT has been so constructed ("Concurrence Letter"); (2) within 30 days after the date of the Concurrence Letter SR4BA's Board of Directors shall consider whether to accept the PROJECT as complete; and (3) after the PROJECT is accepted as complete, SR4BA shall cause a notice of completion to be recorded in the Official Records of the Contra Costa County Clerk-Recorder, the date of said recording being the "Recording Date." Within 5 days after the Recording Date, SR4BA will provide each other Party a copy of the recorded notice of completion.

B. Maintenance & Operation. Effective upon the Recording Date, COUNTY shall be solely responsible for operating and maintaining the PROJECT and all PROJECT right(s)-of-way. From and after the Recording Date, COUNTY shall defend, indemnify, save, and hold harmless ECCRFFA and SR4BA, and their governing bodies, officers, agents, and employees, from any Liabilities that arise from the design, construction, operation, maintenance, or repair of the PROJECT, notwithstanding anything to the contrary in Section 5. The requirements of this Section 6.B. shall survive the termination or expiration of this Agreement.

7. Agreement Modification: This Agreement may only be amended in writing following the approval of the legislative bodies of all Parties hereto.

8. Accountability: As required by Government Code section 6505, all Parties to this Agreement shall provide strict accountability of all funds received for the PROJECT.

9. Agreement Expiration and Termination; Survival:

A. The term of this Agreement begins on the Effective Date. This Agreement shall expire upon the last of the following to occur: (a) the Recording Date; (b) the date title to the last of all PROJECT right-of-way vests in COUNTY; (c) the date SR4BA is fully reimbursed for all PROJECT-related expenses SR4BA incurs under this Agreement.

B. Any Party may terminate this Agreement for non-appropriation of funds at any time prior to SR4BA's award of a PROJECT construction contract by providing written notice of termination to all other Parties hereto. In the event of termination, costs incurred by SR4BA through the termination date will be paid using ECCRFFA Funding; and any remaining ECCRFFA Funding held by SR4BA will be returned to ECCRFFA.

C. Notwithstanding the expiration or termination of this Agreement, the provisions of Sections 4.B., 5.E., 5.F., 5.G., 5.H., and 6.B. shall survive the expiration or termination of this Agreement.

10. Entire Agreement; Construction: This Agreement contains the entire understanding of the Parties relating to the subject of this Agreement. Any representation or promise of the Parties relating to the PROJECT shall not be enforceable unless it is contained in this Agreement or in a subsequent written modification of this Agreement executed on behalf of all Parties following the approval by the Parties' governing bodies. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

11. Notices: All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

A. A notice shall be sufficiently given for all purposes as follows:

1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.

2) When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery listed on the return receipt.

3) When delivered by overnight delivery by a nationally-recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.

4) When personally delivered to the recipient, notice shall be deemed delivered on the date it is personally delivered.

B. The place for delivery of all notices given under this Agreement shall be as follows:

To COUNTY:
Contra Costa County Public Works Department
Attn: Steve Kowalewski, Chief Deputy Public Works Director
255 Glacier Drive
Martinez, CA 94553

To ECCRFFA:
East Contra Costa Regional Fee and Finance Authority
Attn: Dale Dennis, Program Manager
255 Glacier Drive
Martinez, CA 94553

To SR4BA:
State Route 4 Bypass Authority
Attn: Dale Dennis, Program Manager
255 Glacier Drive
Martinez, CA 94553

Or to such other addresses as COUNTY, ECCRFFA, and SR4BA may respectively designate by written notice to the other Parties. Courtesy copies of any notices may be given by email, provided that the notice also is given in any manner authorized by this Section.

12. Governing Law. This Agreement will be governed and construed in accordance with California law.

13. No Third-Party Beneficiaries. Nothing in this Agreement express or implied confers on any person or entity other than the Parties any rights, benefits, or obligations under this Agreement.

14. Waiver. A waiver or breach of any covenant or provision in this Agreement will not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver will be valid unless in writing and executed by the waiving Party.

15. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument.

[Remainder of page left blank – signatures on next page.]

CONTRA COSTA COUNTY

By: _____
Warren Lai, Public Works Director

Approved as to form:
Thomas L. Geiger, County Counsel

_____
Michael George
Deputy County Counsel

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

By: _____
Secretary/Designee

Approved as to form:
Thomas L. Geiger, County Counsel

_____
Stephen M. Siptroth
Assistant County Counsel

STATE ROUTE 4 BYPASS AUTHORITY

By: _____
Secretary/Designee

Approved as to form:
Thomas L. Geiger, County Counsel

_____
Stephen M. Siptroth
Assistant County Counsel

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4199 **Agenda Date:** 10/7/2025 **Agenda #:** C.149.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Advertisement for Demolition of Old Juvenile Hall project at 202 Glacier Drive, Martinez

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE the design and bid documents, including the plans and specifications, for the Demolition of Old Juvenile Hall project located at 202 Glacier Drive, Martinez.

AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about December 3, 2025, and issue bid addenda, as needed, for clarification of bid documents, provided the changes do not significantly increase the construction cost estimate.

DIRECT the Clerk of the Board to publish, at least 14 days before the bid opening date, the Notice to Contractors in accordance with the Public Contract Code Section 22037, inviting bids for this project.

DIRECT the Public Works Director, or designee, to send notices by email, fax, and by US Mail to the construction trade journals specified in the Public Contract Code Section 22036 at least 15 days before the bid opening.

RECONFIRM the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15269(c) and Article 19, 15330 (a) and (b) of the CEQA Guidelines.

FISCAL IMPACT:

Estimated Construction cost: $7,449,195. $2,937,964 (40%) will be funded through the Juvenile Facilities Improvement Construction funds, $2,711,231 (36%) will be funded through Probation Department's General Fund, and $1,800,00 (24%) will be funded through the sale of the Orin Allen Youth Rehabilitation Facility at 4491 Bixler Road, Byron, CA.

BACKGROUND:

On November 28, 2023, the Board directed Public Works to take actions necessary to initiate and complete demolition of Old Juvenile Hall. At the same time, the Board determined that the project is exempt from CEQA. Public Works has obtained and submitted plans for permit approval and has obtained permit approval.

Over the past several decades, the landscape of juvenile justice has evolved significantly. With advances in behavioral science, trauma-informed care, and rehabilitative programming, it has become increasingly clear that facilities housing justice-involved youth must reflect modern best practices-both in design and function. However, many current juvenile hall facilities remain outdated, undersized, and ill-equipped to support the comprehensive needs of today's youth and the staff tasked with their care. Old Juvenile Hall is an approximately 54,694 square-foot, two-story building constructed in 1950 and expanded in 1975. The adjacent Juvenile Hall, built in 2000, renders the older building obsolete and unneeded.

Hazardous materials including asbestos, lead, and mold have been identified in the Old Juvenile Hall building. Contra Costa Risk Management has restricted access to the building because it contains hazardous building materials. The building has become a health and safety hazard.

The Demolition of Old Juvenile Hall will commence with the removal and disposal of all hazardous materials in the building prior to demolition. The scope of work includes the complete demolition and removal of the building and its underground utilities. Temporary and permanent security fencing and enclosures will be installed, and the graded site will be backfilled, hydroseeded and have a new irrigation system installed. A new emergency generator will be installed.

Demolition is expected to take approximately one year to complete.

CONSEQUENCE OF NEGATIVE ACTION:
Without Board of Supervisors' approval, the Old Juvenile Hall facility will remain an ongoing hazard, risk and attractive nuisance. Additionally, the facility's presence will prevent potential redevelopment of the area for better use.

Legislation Details (With Text)

File #:	23-977	**Version:** 1	**Name:**		
Type:	Consent Item		**Status:**	Passed	
File created:	11/16/2023		**In control:**	BOARD OF SUPERVISORS	
On agenda:	11/28/2023		**Final action:**	11/28/2023	
Title:	APPROVE and AUTHORIZE the demolition of Old Juvenile Hall, 202 Glacier Drive, Martinez, and DIRECT the Public Works Director, or designee, to issue requests for proposals for architectural, hazardous materials abatement and demolition services to complete the demolition and take related actions under CEQA. (No fiscal impact)				
Attachments:	1. CP#23-12 NOE D3 Old Juvenile Hall Demolition 8-10-23-signed (002)				

Date	Ver.	Action By	Action	Result	Tally
11/28/2023	1	BOARD OF SUPERVISORS	approved	Pass	

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Report Title: Demolition of Old Juvenile Hall located at 202 Glacier Drive, Martinez

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

DIRECT the Public Works Director, or designee, to take actions necessary to initiate and complete demolition of Old Juvenile Hall located on the 202 Glacier Drive Probation Department campus in Martinez; to develop demolition design plans and specifications and to obtain permitting necessary to execute the demolition; and to commence such actions in the 2024 calendar year based on an estimated total project budget of $6,500,000.

DETERMINE the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15269(c) and Article 19, 15330(a) and (b) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development (DCD), or designee, to file a Notice of Exemption (NOE) with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a $25 fee to DCD for processing, and a $50 fee to the County Clerk for filing the NOE.

FISCAL IMPACT:

There is no fiscal impact from the actions at this time. The selection of an architectural firm and their contract will be brought to the Board for approval and award at a separate meeting. Likewise for the demolition contractor and final cost estimate. It is currently anticipated that funding for the project will come from several sources including $1.8 million from the sale of 4491 Bixler Road, former Orrin Allen Youth Rehabilitation Facility, $2.9 million from the Probation Department's realignment facility modernization grant with the

balance of funds coming from other Probation Department funds and/or Capital Reserve Funds. Exact sources and numbers will be brought forward with the contract awards.

BACKGROUND:
The project is an approximately 46,428-square-foot Old Juvenile Hall Building constructed in 1950 and expanded in 1975. The adjacent Juvenile Hall built in 2000 renders the older building obsolete and is no longer needed by the County Probation Department. Hazardous materials including asbestos, lead, and mold have been identified in the Old Juvenile Hall building. Contra Costa County Risk Management has restricted access to the building because it contains hazardous building materials. The building has been broken into several times, vandalized, and theft has occurred. The building presents a health and safety hazard to the public and thus needs to be demolished to prevent an emergency.

A Historic Built Environment Study was conducted in 2023 to determine if the Old Juvenile Hall Building is considered historically significant. The study concluded that it does not meet criteria for inclusion in the National Register of Historic Places and California Register of Historical Resources.

All hazardous building materials will be abated prior to demolition and will follow hazardous removal best management practices such as personal protective equipment and exposure assessment monitoring. Applicable environmental permits will be obtained, and hazardous materials will be properly disposed of off-site. The associated asphalt/concrete courtyards and landscaping will also be demolished and disposed of off-site. The site will be graded to a smooth surface and erosion control measures will be implemented. Demolition is estimated to commence in 2024 and take approximately one year to complete.

Staff recommends Board approve the Public Works Director to take actions necessary to initiate and complete the demolition of Old Juvenile Hall.

CONSEQUENCE OF NEGATIVE ACTION:
Not approving these actions could lead to risk exposure to the County from potential further break-ins and vandalization, risks of exposure to hazardous materials known to be present within the building, and continuing deterioration if not demolished. Demolition costs will continue to escalate with prolonged delay of this work.

ATTACHMENTS:
CEQA

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

☒ County Clerk, County of Contra Costa

Project Title: Old Juvenile Hall Demolition, Project #WY1033, CP#23-12

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 Main: (925) 313-2000, Contact: Sandeep Singh, (925) 313-2022

Project Location: 202 Glacier Drive, Martinez, Contra Costa County, APN: 155-280-011

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description: The project consists of the demolition and removal of the Old Juvenile Hall Building constructed in 1950 and expanded in 1975 as the adjacent Juvenile Hall built in 2000 renders the older building obsolete and no longer needed by the County Probation Department. Hazardous materials including asbestos, lead, and mold have been identified in the building. All hazardous building materials will be abated prior to demolition and will follow hazardous material removal best management practices such as personal protective equipment and exposure assessment monitoring. Applicable environmental permits will be obtained and hazardous materials will be properly disposed of off-site. The building and associated asphalt/concrete courtyards and landscaping will be demolished and disposed off-site. The site will be graded to a smooth surface and erosion control measures will be implemented. Tree removals are not anticipated. Real Estate transactions, utility relocations, and temporary traffic control may be necessary. Demolition is anticipated to occur in 2024 and take approximately one year to complete. No night or weekend work is anticipated.

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☒ Emergency Project (Sec. 21080[b][4]; 15269[c])
☒ Categorical Exemption (15330(a) and (b))
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Other Statutory Exemption (Sec.)

Reasons why project is exempt: A Historic Built Environment Study was conducted in 2023 to determine if the Old Juvenile Hall Building is considered historically significant. The study concluded that it does not meet the criteria for inclusion in the National Register of Historic Places and California Register of Historical Resources. Contra Costa County Risk Management has restricted access to the building because it contains hazardous building materials including asbestos, lead, and mold. The building has been broken into several times, vandalized, and theft has occurred which presents a health and safety hazard to the public and thus needs to be demolished to prevent an emergency, pursuant to Section 21080(b)(4), Article 18, 15269(c), and Article 19, 15330(a) and (b) of the CEQA Statute and Guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Date: 08/16/2023 Title: Senior Planner

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

_____ _____

Signature Title

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Sandeep Singh
Environmental Services Division
Phone: (925) 313-2022

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☒ Conservation and Development - $25

Total Due: $75 Receipt #: _____

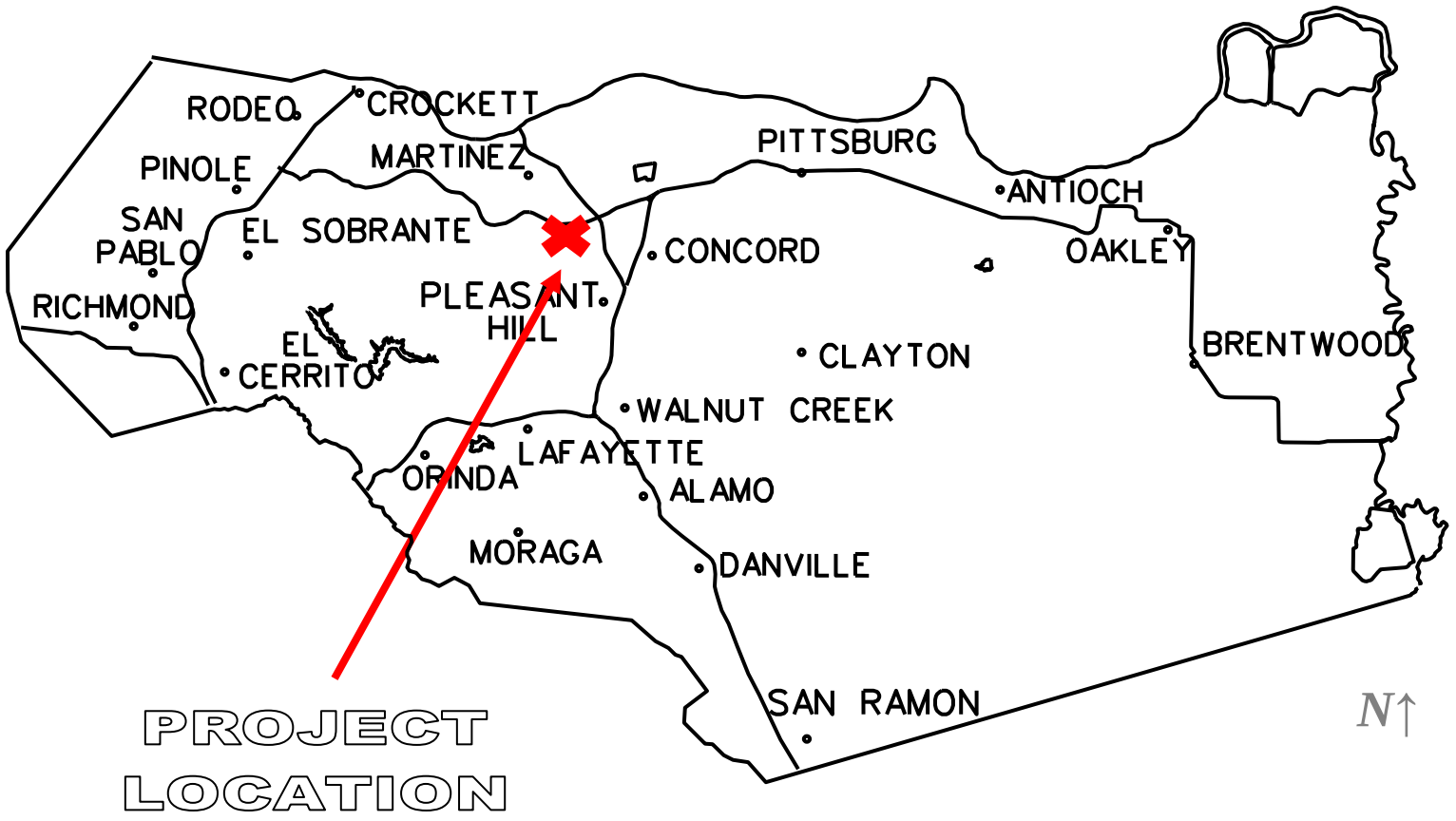


FIGURE 1: Regional Location Map



Project Site

FIGURE 2: Project Vicinity Map

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4200 **Agenda Date:** 10/7/2025 **Agenda #:** C.150.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Valley Air Conditioning & Repair, Inc. for On-Call Cogeneration Plant Maintenance and Repair Services, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Valley Air Conditioning & Repair, Inc. in an amount not to exceed $1,000,000, to provide on-call cogeneration plant maintenance and repair services at various County sites and facilities, for the period of October 1, 2025 through September 30, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (75% General Fund, 25% Hospital Enterprise Funds)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance and repair of all County buildings and facilities. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Cogeneration plants offer combined heat and power in one system. This contractor will be responsible for maintaining the cogeneration plant modules across the County.

The Public Works Department recently conducted a formal solicitation for on-call cogeneration plant maintenance and repair services in June of 2025. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-Contr-0000000086. After thorough evaluation of the bids received, Valley Air Conditioning & Repair, Inc. was awarded for these services. This contract will have a term of five (5) years. The contract payment limit will be $1,000,000.

Facilities Services is requesting approval of a contract with Valley Air Conditioning & Repair, Inc. for the term October 1, 2025 through September 30, 2030, in the amount of $1,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call cogeneration plant maintenance and repair services with Valley Air Conditioning & Repair, Inc. will not be able to continue, and future cogeneration plant maintenance will not be completed in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4201 **Agenda Date:** 10/7/2025 **Agenda #:** C.151.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Waterproofing Associates, Inc. for On-Call Roofing and Exterior/Interior Waterproofing Services, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Waterproofing Associates, Inc. in an amount not to exceed $7,000,000, to provide on-call roofing and exterior/interior waterproofing services at various County sites and facilities, for the period of September 15, 2025 through September 14, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance and repair of all County buildings and facilities. Roofing and exterior/interior waterproofing services are included in this type of maintenance and repair. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities.

The Public Works Department recently conducted a formal solicitation for on-call roofing and exterior/interior waterproofing services in April of 2025. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-Contr-0000000034. After thorough evaluation of the bids received, Waterproofing Associates, Inc. was one of two contractors awarded for these services. This contract will have a term of five (5) years. The contract payment limit will be $7,000,000.

Facilities Services is requesting approval of a contract with Waterproofing Associates, Inc. for the term September 15, 2025 through September 14, 2030, in the amount of $7,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call roofing and exterior/interior waterproofing services with Waterproofing Associates, Inc. will not be able to continue, and future roofing and waterproofing maintenance will not be completed in a timely manner.

CONTRA COSTA COUNTY

Staff Report

File #: 25-4202 **Agenda Date:** 10/7/2025 **Agenda #:** C.152.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: **First** Amendment to License Agreement between Contra Costa County and City of Concord.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a First Amendment to License Agreement between Contra Costa County (County) and City of Concord (City) for the purpose of establishing a long-term maintenance and operation plan with the City of Concord that will protect the users of the licensed portion of the Iron Horse Corridor trail from contaminants of concern.

DETERMINE that the activity is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

DIRECT the Real Estate Division of the Public Works Department to cause the First Amendment to License Agreement to be delivered to the City.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
County is the fee owner of the land known as Iron Horse Corridor (IHC). A portion of IHC, between Monument Road and Mayette Ave in Concord (APNs 127-210-026, 127-253-005 and 127-150-018) is subject to a License Agreement with the City of Concord, signed December 4, 2012, to document the City of Concord's work under the oversight of the Contra Costa County Health Services Department and/ or the State of California Department of Toxic Substance Control (DTSC), to establish a long-term maintenance and operation plan that will protect the users of the trail from contaminants of concern.

In 2017 the Concord City Council approved the Monument Corridor Trail Voluntary Cleanup Agreement between the City of Concord and DTSC to provide oversight activities for the Project. Upon review of the Project, DTSC requested that a Covenant to Restrict Use of Property (Covenant) be signed between the County and DTSC. The covenant was approved by the Board June 10, 2025, and fully executed July 24, 2025.

The First Amendment to License Agreement is needed to help ensure performance and enforcement of the Covenant. Additionally, revisions were made to the License Agreement to obligate the City of Concord to comply with the Covenant. This is an update to the former language that stated oversight would be provided by

Contra Costa Health Services (CCHS) and/or DTSC to develop a long-term operation and maintenance plan and add that the City of Concord's use of the Trail includes an obligation to follow the Covenant.

The amendment to the License Agreement also obligates the City to reimburse the County for fees paid to DTSC and perform the County's obligations under the Covenant.

The activity is not subject to CEQA as it can be seen with certainty that issuance of the License Agreement amendment would not have a significant effect on the environment. Activities to be conducted under the long-term operation and maintenance plan would be subject to CEQA review.

CONSEQUENCE OF NEGATIVE ACTION:
The Covenant to Restrict Use of Property and its terms would not be incorporated into the License Agreement between the County and City of Concord or recorded on the land it is required.

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF CONCORD

This First Amendment is entered into as of _____, 2025 by and between CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called "County", and the CITY OF CONCORD, a general law city in the County, hereinafter called "Licensee". County and Licensee are sometimes referred to herein together as "Parties" and each as "Party."

Recitals

A. On December 4, 2012, County and Licensee entered into a License Agreement, entitled LICENSE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF CONCORD (the "License Agreement"), for Licensee's use the Licensed Premises. Capitalized terms used herein and not otherwise defined have the meaning given in the License Agreement.

B. County and Licensee desire to amend the License Agreement to attach as an exhibit the Covenant to Restrict Use of Property (Environmental Restriction), dated July 24, 2025, between County and the DTSC (the "Covenant").

C. County and Licensee also desire to amend the License Agreement to specify Licensee's obligation to perform certain obligations of County under the Covenant.

Agreement

NOW, THEREFORE, the Parties hereby amend the License Agreement as follows:

1. Recitals.

   a. Recital E of the Agreement is hereby deleted in its entirety and replaced with the following:

      "Licensee worked under the oversight of the State of California Department of Toxic Substance Control ("DTSC") to establish the Final Operations and Maintenance Plan - Monument Corridor Trail Phase II, dated January 23, 2020, which was approved by the DTSC, and is a long-term operation and maintenance plan designed to protect the users of the Trail and/or Licensed Premises from any of the contaminants of concern ("COCs") identified in the Reports exceeding the residential exposure thresholds and RWQCB screening levels."

   b. Recital F of the Agreement is hereby deleted in its entirety and replaced with the following:

"The purpose of this Agreement is to authorize the Licensee's use of the Licensed Premises and delineate the terms and conditions of that use, and to specify Licensee's obligation to perform certain obligations of County under the Covenant to Restrict Use of Property (Environmental Restriction), dated July 24, 2025, between County and the DTSC (the "Covenant").

2. Covenant to Restrict Use. The License Agreement is hereby amended by attaching the Covenant attached hereto as Exhibit D of the Agreement and incorporating it herein by this reference.

3. Use. Section 4 (Use) of the License Agreement is hereby amended by adding the following paragraph to the end of the section:

"Notwithstanding that the Covenant is between County and the DTSC, Licensee shall (a) reimburse County for all costs County pays the DTSC during the term of this Agreement under Section 3.5 (Costs of Administering the Covenant to be Paid by Owner) of the Covenant, which is attached hereto as Exhibit D, and (b) perform each of the County's obligations under Section 4.6 (Inspection and Reporting Requirements), and Section 4.7 (Five-Year Review) of the Covenant during the term of this Agreement."

4. Except as modified by this First Amendment, all remaining terms of the License Agreement remain unchanged an in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, in duplicate, the day and year first above written.

COUNTY:
CONTRA COSTA COUNTY

By: _____
Warren Lai
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:
Thomas Geiger
County Counsel

By: _____
Eric Gelston
Deputy County Counsel

LICENSEE:
CITY OF CONCORD

By:_____
Joelle Fockler
City Manager

ATTEST:

By: _____
Mary Rae Lehman
City Clerk

APPROVED AS TO FORM:

By: _____
Susanne Brown
City Attorney

Exhibit D to License agreement – Covenant to Restrict Use of Property: Environmental Restriction

confirming COPY

NO FEE DOCUMENT
Government Code Section 27383

RECORDING REQUESTED BY:

Department of Toxic Substances Control
and
Contra Costa County
255 Glacier Drive
Martinez, CA 94553

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94719
Attention: Marikka Hughes, Branch Chief

copy/duplicate has not been
compared to original document

07/29/2025,2025-0076149

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

County of Contra Costa, Assessor's Parcels Numbers: 127-210-026, 127-253-005, and a portion of 127-150-018
Monument Corridor Trail
DTSC Site No. 202031

This Covenant and Agreement ("Covenant") is made by and between Contra Costa County (the "Covenantor"), the current owner of the County of Contra Costa Assessor's Parcel Numbers 127-210-026, 127-253-005, and 127-150-018 (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 79055, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall

Attached Anual Compliance Letter - Exhibit D

conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 12.04 acres, is more particularly described in the attached Exhibit A, "Legal Description of the Property", and depicted in Exhibit B, "Plat to Accompany Exhibit A". The Property is located in the area now generally bounded by Monument Boulevard to the south, Mayette Avenue to the north and runs parallel to California State Route (SR) 242. The Property is also identified as County of Contra Costa, Assessor Parcel Numbers 127-210-026, 127-253-005, and a portion of 127-150-018.

1.2. Remediation of Property. The Department approved a Preliminary Endangerment Assessment in accordance with Health and Safety Code, division 45, part 2. The remediation activities conducted at the Property include construction of an asphalt concrete trail, capping certain impacted soil with one foot of clean fill, and fencing certain impacted soils. Hazardous substances, including arsenic at 630 milligrams per kilogram (mg/kg), zinc at 1000 mg/kg, total petroleum hydrocarbons as motor oil at 520 mg/kg, benzo(a)anthracene at 0.96 mg/kg, benzo(a)pyrene at 2.0 mg/kg, benzo(b)fluoranthene at 1.9 mg/kg, dibenzo(a,h)anthracene at 0.47 mg/kg, and indeno(1,2,3-cd)pyrene at 1.5 mg/kg, remain at the Property above levels acceptable for unrestricted land use.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II

DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 79055; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant (a) binds all Owners of

the Property, their heirs, successors, and assignees, and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department, this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and each new Owner shall provide written Notice to the Department not later than thirty (30) calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The Notice shall also include the Assessor's Parcel Number(s) (APN) noted on page one. If the new Owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

(a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 18 years of age.

(d) A day care center for children.

4.2. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) Within the fenced off area of arsenic-impacted soils shown in the attached Exhibit C: No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

b) In all other areas of the Property not included in the area described in subsection (a): No activities that will disturb the soil at or below one (1) foot below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

(c) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.3. Prohibited Activities. The following activities shall not be conducted on the Property:

(a) Drilling for any water, oil, or gas without prior written approval by the Department.

(b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.

(c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (e.g. cap, fence) or activity required for the Property without prior written approval of the Department.

(d) Subdivision of the land, as that term is used in Division 2 (commencing with Section 66410) of Title 7 of the Government Code, unless the Department provides specific approval in writing. This paragraph does not prevent the division of a parcel of land so as to divide that portion of the parcel that contains hazardous materials, as defined in Health and Safety Code section 25260(d), from other portions of that parcel.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities deemed necessary by the Department in order to protect human health or safety, or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by July 1st of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation, (b) send a letter advising the party of the violation of the Covenant, and (c)

demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.7 Five-Year Review. In addition to the annual inspection noted above, after a period of five (5) years from the execution of this Covenant and every five (5) years thereafter, Owner shall submit a Five-Year Review report in general accordance with the US EPA Comprehensive Five-Year Review Guidance to the Department documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) a record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal of Restriction. Any person may apply to the Department to

remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Contra Costa within ten (10) calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) five (5) calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Contra Costa County
255 Glacier Drive
Martinez, CA 94553
Attention: Carrie Ricci

And

To Department:

Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94719

Attention: Marikka Hughes, Branch Chief
Site Mitigation and Restoration Program

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: Contra Costa County

By: _____

Warren Lai

Public Works Director

Date: 7/24/2025

Department of Toxic Substances Control:

By: _____

Marikka Hughes, Branch Chief

Site Mitigation and Restoration Program

Date: 7/24/2025

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

State of California
County of Contra Costa

On July 24, 2025 before me,
Angela Bell, Notary Public
(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

ANGELA BELL
Notary Public - California
Contra Costa County
Commission # 2510665
My Comm. Expires Feb 18, 2029

Signature of Notary Public (seal)

ANGELA BELL
Notary Public - California
Contra Costa County
Commission # 2510665
My Comm. Expires Feb 18, 2029

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

State of California
County of Contra Costa

On July 24, 2025 before me,
Angela Bell Notary Public
(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

ANGELA BELL
Notary Public - California
Contra Costa County
Commission # 2510665
My Comm. Expires Feb 18, 2029

(seal)
Signature of Notary Public

EXHIBIT A

Legal Description of Property

[Attached]

Department of Toxic Substance Control
Environmental Deed Restriction
Portion of Iron Horse Corridor
From Mayette Ave. to Monument Blvd.
City of Concord
APNs 127-210-026, 127-253-005 and a portion of 127-150-018

EXHIBIT "A"

Environmental Deed Restriction

Encumbering land in the City of Concord, County of Contra Costa, State of California, described as the following three parcels: (1) the 100-foot wide parcel conveyed to Contra Costa County in the Grant Deed recorded as Instrument 87-77554 (Book 13569 at page 256) Official Records of Contra Costa County on April 10, 1987; (2) the 50-foot wide parcel conveyed to Contra Costa County as Parcel 5 in the Grant Deed recorded as Instrument 85-002168 (Book 122090 at page 180) Official Records of Contra Costa County on March 4, 1985; and (3) the portion north of the north line of Monument Boulevard of the 100-foot wide parcel conveyed to Contra Costa County as Parcel 6 in said Grant Deed (85-002168).

Containing an area of 12.04 acres of land, more or less.

Exhibit "B", a plat is attached hereto, and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____
Licensed Land Surveyor
Contra Costa County Public Works

Date: 4/14/2020

LICENSED LAND SURVEYOR
JAMES A. STEIN
L.S. 6571
STATE OF CALIFORNIA

G:\Surveys\Legals\Exhibits2017\IHC Land Use Covenant\City of Concord IHC Land Use Covenant.docx
JH:js 4/13/2020

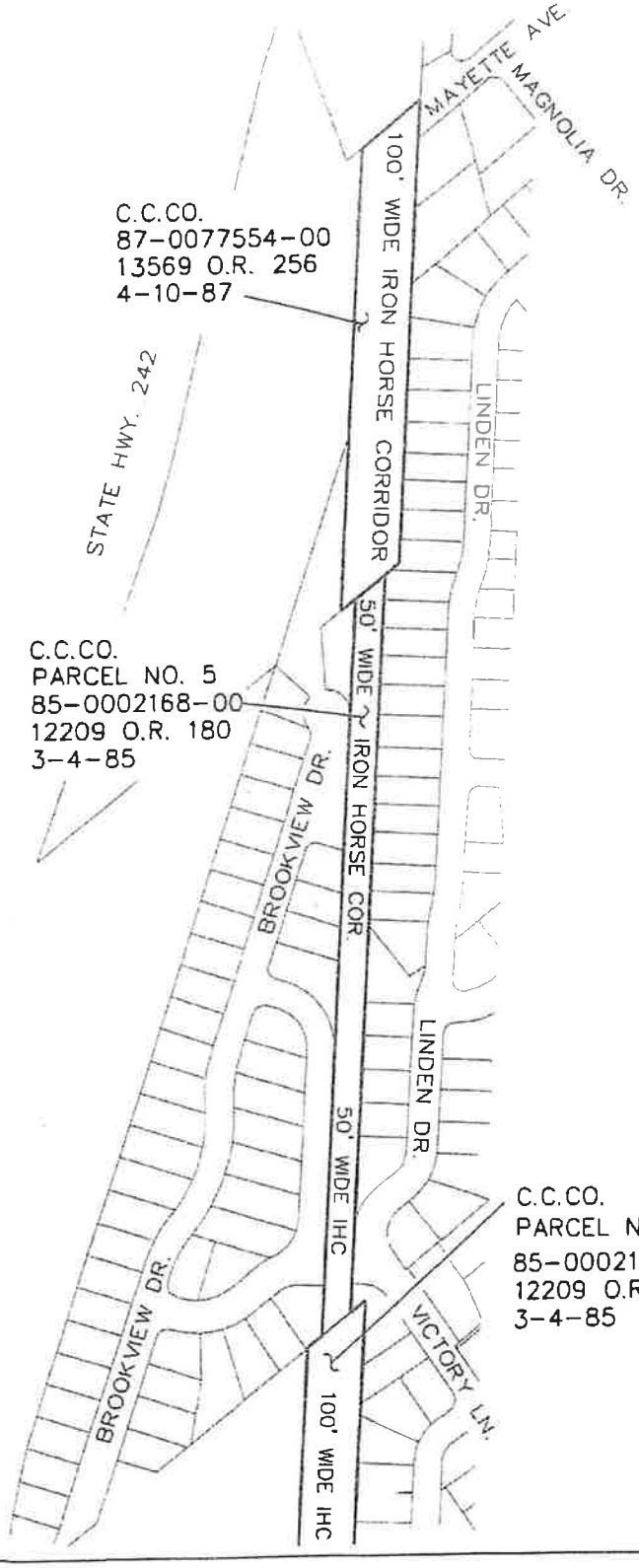
EXHIBIT B

Depiction of Property

[Attached]

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



Enviromental Deed Restriction
Iron Horse Corridor
Mayette Ave. to Monument Blvd.
City of Concord

LICENSED LAND SURVEYOR
JAMES A STEIN
L.S. 6571
STATE OF CALIFORNIA

4/14/2020

SHEET 1 OF 2

IRON HORSE CORRIDOR ENVIROMENTAL RESTRICTION

Instrument #		Scale 1"=300'	Date NOV 15, 2017
		Drawn By JLH	File No.
Series No.	Recorded	Checked By JS	Cad File HC ER 2017.dgn

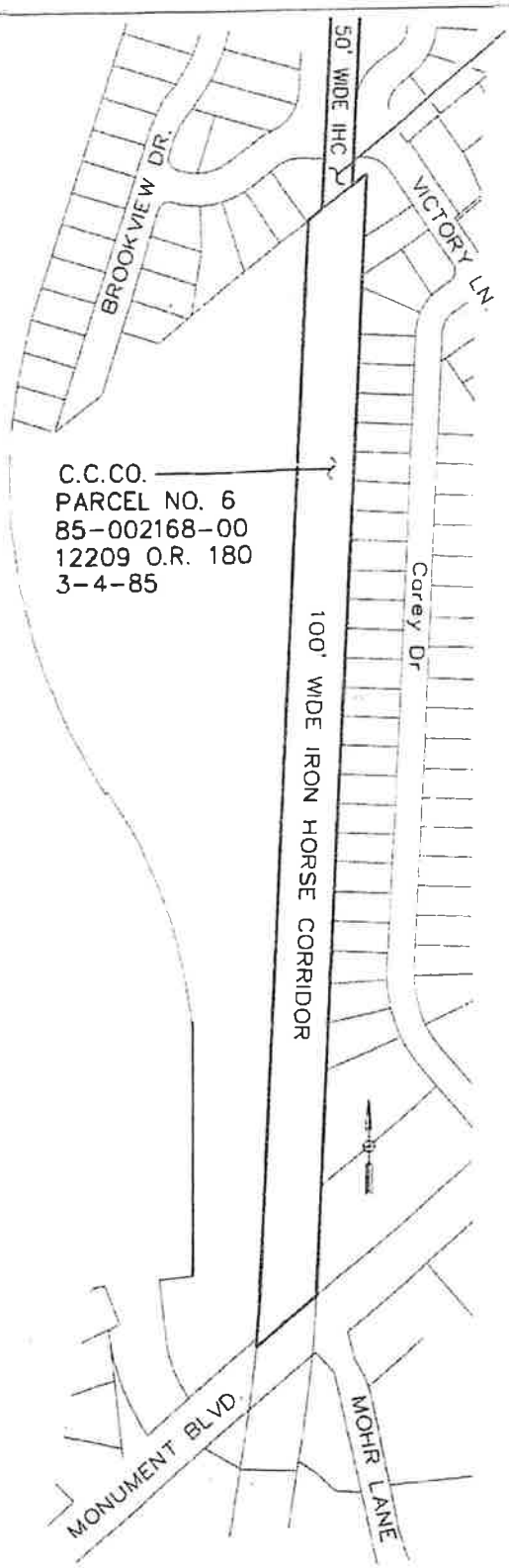


EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

Enviromental Deed Restriction Iron Horse Corridor Mayette Ave. to Monument Blvd. City of Concord

SHEET 2 OF 2

IRON HORSE CORRIDOR ENVIROMENTAL RESTRICTION

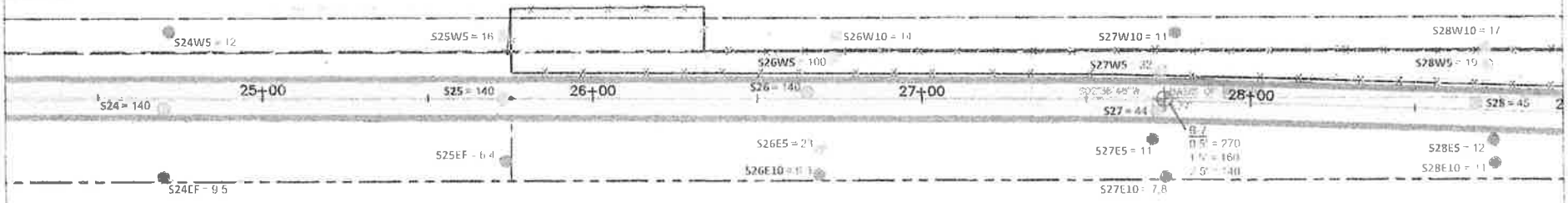
Instrument :		Scale 1"=300'	Date NOV 15, 2017
		Drawn By JLH	File No.
Series No.	Recorded	Checked By JS	Cad File IHC ER 2017.dgn

EXHIBIT C

Site Plan Indicating Areas of Contamination

[Attached]

Note:
Remedy components (fenced off areas, hardscaping and imported borrow cap) were constructed as shown and As-Builts are available in Appendix B. All non-remedy details shown are from the 2013 original design drawings. Please refer to Appendix B for the final constructed details.



Legend

- Approximate Soil Boring Location (Geocon Consultants, Inc. [Geocon], August 2011)
- Approximate Sample Locations (Geocon, October 2011)
- S1E10 - 7.4 — Sample Location Identification and Reported Arsenic Concentration in Milligrams per Kilogram (mg/kg)
- B-12 — Sample Location Identification
- 0.5' - 140 — Sample Depth in Feet and Reported Arsenic Concentration in mg/kg

Arsenic Concentrations Color Key

- ≤11 mg/kg
- 11 - 30 mg/kg
- >30 mg/kg

Hardscaping - Hot Mix Asphalt (HMA)/asphalt pavement underlain by a minimum of one-foot of clean imported borrow material

Imported borrow was placed as a 12-inch minimum cap over Class A material

Fenced Off Area of Arsenic Impacted Soils

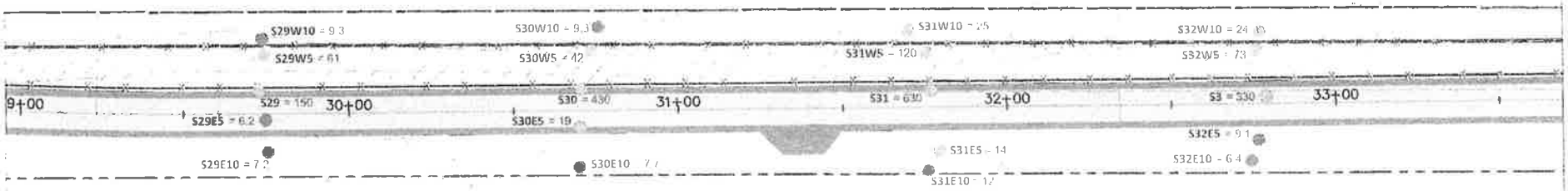
Kinder Morgan Easement

NCE
8795 Folsom Blvd., Suite 200
Sacramento, CA 95826
(916) 368-5655

Summary of Soil Sample Analytical Data - August and October 2011

3f

1465



Note:
Remedy components (fenced off areas, hardscaping and imported borrow cap) were constructed as shown and As-Built's are available in Appendix B. All non-remedy details shown are from the 2013 original design drawings. Please refer to Appendix B for the final constructed details.

Legend

- Approximate Soil Boring Location (Geocon Consultants, Inc. [Geocon], August 2011)
- Approximate Sample Locations (Geocon, October 2011)
- S1E10 = 7.4 — Sample Location Identification and Reported Arsenic Concentration in Milligrams per Kilogram (mg/kg)
- B-12 — Sample Location Identification
- 0.5' = 140 — Sample Depth in Feet and Reported Arsenic Concentration in mg/kg

Arsenic Concentrations Color Key

- <13 mg/kg
- 13 - 30 mg/kg
- >30 mg/kg

Hardscaping - Hot Mix Asphalt (HMA)/asphalt pavement underlain by a minimum of one foot of clean imported borrow material

Imported borrow was placed as a 12-inch minimum cap over Class A material

Fenced off Area of Arsenic Impacted Soils

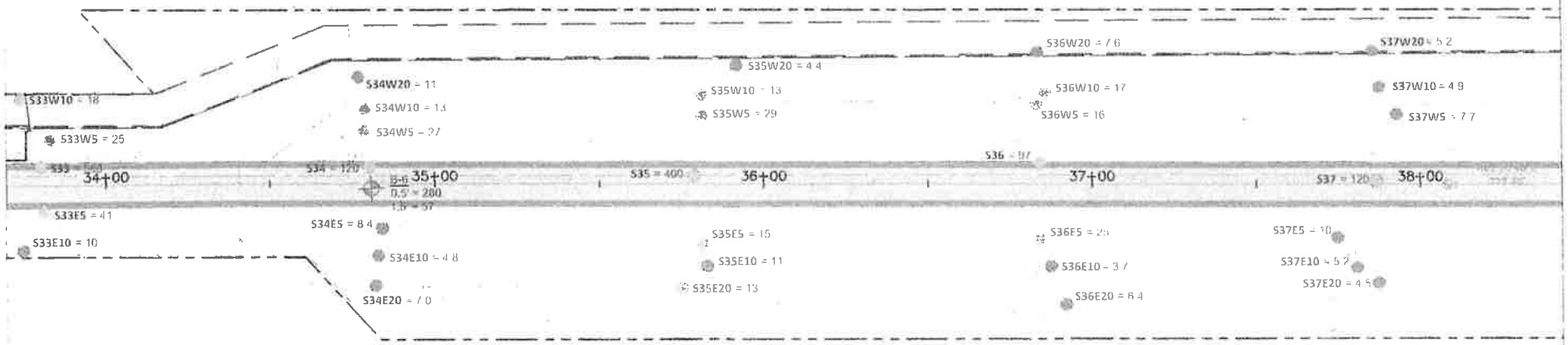
Kinder Morgan Easement

NCE
870 Folsom Blvd., Suite 256
Sacramento, CA 95826
(916) 364-5665

Summary of Soil Sample Analytical Data - August and October 2011
Operation and Maintenance (O&M) Plan
Mather Golf Course Remediation Phase 2 (City Project No. 21L04)
Concord, California

3g

Note:
Remedy components (fenced off areas, hardscaping and imported borrow cap) were constructed as shown and As-Builts are available in Appendix B. All non-remedy details shown are from the 2013 original design drawings. Please refer to Appendix B for the final constructed details.



Legend

- Approximate Soil Boring Location (Geocon Consultants Inc [Geocon] August 2011)
- Approximate Sample Locations (Geocon, October 2011)
- S1E10 = 7 4 — Sample Location Identification and Reported Arsenic Concentration in Milligrams per Kilogram (mg/kg)
- B-12 — Sample Location Identification
- 0.5' = 140 — Sample Depth in Feet and Reported Arsenic Concentration in mg/kg

Arsenic Concentrations Color Key

- < 13 mg/kg
- 13 - 30 mg/kg
- > 30 mg/kg

- Hardscaping - Hot Mix Asphalt (HMA)/asphalt pavement underlain by a minimum of one-foot of clean imported borrow material
- Imported borrow was placed as a 1.5 foot minimum cap over Class A material
- Fenced off Area of Arsenic Impacted Soils
- Kinder Morgan Easement

30 0 30 60

SCALE: 1" = 30' 0"

NCE
8795 Folsom Blvd Suite 250
Sacramento CA 95826
(916) 368 9555

Summary of Soil Sample Analytical Data - August and October 2011
Operation and Maintenance (O&M) Plan
Mather Regional Park Phase 2 (City Project No 2169)
County of, California

DRAWN	CHECKED	PROJECT NO	APPROVED	DATE
YG	[illegible]	6612055		10/2018

3h

1467

EXHIBIT D

Annual Compliance Letter - Checklist

[Attached]

_____
(Date)

Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710

SUBJECT: ANNUAL COMPLIANCE LETTER — COVENANT TO RESTRICT USE OF PROPERTY

MONUMENT CORRIDOR TRAIL SITE, CONCORD, CA

Dear **DTSC Branch Chief**:

This letter provides the Department of Toxic Substances Control (DTSC) with the Annual Compliance Report required by the Covenant To Restrict Use Of Property

Environmental Restriction (Deed Restriction) recorded on _____,
(Date)
with respect to Monument Corridor Trail Concord, California (the Property).

Article IV of the Deed Restriction requires that the current owner of the Property provide a report on its compliance with the Restrictions set forth in Article IV of the Covenant for activities in the Restricted Areas.

The undersigned owner hereby certifies that, for the year commencing

_____, 20____, and ending _____,

20____ (check all that apply):

❑ The Property was not used for any of the following purposes: a) a residence, including any mobile home or factory built housing, constructed or installed for use as a residential human habitation; b) a hospital for humans; c) a public or private school for persons under 18 years; and d) a day care for children.

❑ Soils were not disturbed at the Property, imported to the Property, or transported off of the Property for reuse or disposal

❑ Soils were disturbed at the Property, imported to the Property, or transported off of the Property for reuse or disposal. Please attach completed forms and other documentation demonstrating that such activities were in compliance with the soil management, notification and reporting requirements of the *Covenant to Restrict Use of Property, Environmental Restriction, County of Contra Costa, Assessor's*

Parcel Numbers: 127-210-026, 127-253-005, and a portion of 127-150-018, Monument Corridor Trail or most recent version).

- ❑ The following activities were not conducted on the property: a) Drilling for any water, oil, or gas without prior written approval by the Department, b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing, c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (e.g. cap, fence) or activity required for the Property without prior written approval of the Department, and d) Subdivision of the land, as that term is used in Division 2 (commencing with Section 66410) of Title 7 of the Government Code, unless the Department provides specific approval in writing. This paragraph does not prevent the division of a parcel of land so as to divide that portion of the parcel that contains hazardous materials, as defined in Health and Safety Code section 25260(d), from other portions of that parcel.

- ❑ Current Property conditions are documented in the photograph(s) on the attached pages(s). (The photographs should have captions that include site identification, photographer location, approximate view direction, and the date of each photograph.)

Sincerely,

_____

[Printed Name]

_____

[Title]
CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4203 **Agenda Date:** 10/7/2025 **Agenda #:** C.153.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Roofing Constructors, Inc. d/b/a Western Roofing Service for On-Call Roofing and Exterior/Interior Waterproofing Services, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Roofing Constructors, Inc. d/b/a Western Roofing Service in an amount not to exceed $3,000,000, to provide on-call roofing and exterior/interior waterproofing services at various County sites and facilities, for the period of September 15, 2025 through September 14, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance and repair of all County buildings and facilities. Roofing and exterior/interior waterproofing services are included in this type of maintenance and repair. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities.

The Public Works Department recently conducted a formal solicitation for on-call roofing and exterior/interior waterproofing services in April of 2025. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-Contr-0000000034. After thorough evaluation of the bids received, Roofing Constructors, Inc. d/b/a Western Roofing Service was one of two contractors awarded for these services. This contract will have a term of five (5) years. The contract payment limit will be $3,000,000.

Facilities Services is requesting approval of a contract with Roofing Constructors, Inc. d/b/a Western Roofing Service for the term September 15, 2025 through September 14, 2030, in the amount of $3,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call roofing and exterior/interior waterproofing services with Roofing Constructors, Inc. d/b/a Western Roofing Service will not be able to continue, and future roofing and waterproofing maintenance will not be completed in a timely manner.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4204 **Agenda Date:** 10/7/2025 **Agenda #:** C.154.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract Amendment with Blackboard LLC for a Learning Management System

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Blackboard LLC, with no change to the payment limit to provide training video services.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Contra Costa County Public Works continues to focus on improving staff training and development efforts. On January 3, 2024, the County issued a Request for Proposal (RFP) (Solicitation #2401-728) for a learning management system (LMS) with implementation to occur in Spring 2025. Through the formal bidding process, Blackboard LLC was selected to provide the service, and a contract was approved by this Board on March 11, 2025 (C. 89). While utilizing the contract, staff learned that the Contractor could provide additional services in the form of Video Studio which is an additional feature of the training platform. This feature enables County staff to record and share training videos on the Blackboard Learn platform with unlimited video storage capacity. This amendment is to add Video Studio as a deliverable of the contract.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract amendment is not approved, the Public Works Department will not be able to maximize the use of the platform due to its limited space for training videos.

Contra Costa County
Standard Form (Amendment to SSA)
Revised 2014

Project Name: Learning Mgt System

Project No.:

AMENDMENT NO. 1 TO SOFTWARE AND SERVICES AGREEMENT

(To be used only for Software and Services Agreement)

1. Identification of Agreement to be Amended.

   (a) Effective Date of Agreement: March 1, 2025

   (b) Agency: Contra Costa County Public Works Department

   (c) Subject: Learning Management System

2. Parties. Agency, and the following named Contractor, mutually agree and promise as follows:

   (a) Contractor's Name & Address: Blackboard LLC.
   5201 Congress Ave
   Boca Raton, FL 33487
   Attn: Austin Fox

   (b) Type of Business Entity:
   (e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

   If corporation or limited liability company, identify state of incorporation/formation:

3. Project Name, Number, & Location. Learning Management System

4. Amendment Date. The effective date of this Amendment to Software and Services Agreement is: September 1, 2025

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONTRACTOR

SIGNATURE A	**SIGNATURE B**
Contractor's Name: Blackboard LLC., a Delaware Corporation By _____ (Signature of individual or officer) _____ (Print name and title)	 By _____ (Signature of individual or officer) _____ (Print name and title)

Note to Contractor: If Contractor is a corporation or limited liability company, two officers must sign this Amendment. The first signature (Signature A) must be that of the chairperson of the board, president or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Sections 313 and 17703.01.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
)
County of _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

_____ (Notary's Seal)
Signature

Project Name: Learning Management System

Project No.:

AGENCY

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds $100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy

(b) If Amendment is approved by County Purchasing Agent:

AGENCY, By _____ Board Chair/Designee

APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

Due to Agency's need for additional Contractor's services, for good and valuable consideration, in exchange for the mutual promises set forth in this Amendment No. 1, County and Contractor hereby amend the Contract as follows:

I. Section b. of Item 1 Parties of the agreement is hereby amended by deleteing "11720 Plaza America Dr. Reson, VA 20190" as the address therefrom and replacing it with "5201 Congress Avenue Suite 220, Boca Raton, FL 33487".

II. Appendix B (Payment Provisions) of the Agreement is deleted in its entirety and replaced with Appendix B (Payment Provisions 2025) attached hereto and incorporated herein.

III. Section e. of Paragraph II of Appendix F (Deliverables) is hereby amended by deleting "Restoration" therefrom and replacing it with "Registration."

IV. Paragraph II of Appendix F (Deliverables) is herby amended by adding section f. immediately after section e. as follows:

f. Blackboard Registration and Management Implementation team will enable and provide the Video Studio tool for County staff to utilize to record and share videos within the Blackboard Learn platform. The Video Studio tool will:
   i. Help County staff record and share videos within the Blackboard Learn platform
   ii. Include unlimited video storage capacity

Appendix B - PAYMENT PROVISIONS - 2025

I. Project Invoices. Contractor will invoice County as set forth below, and County will make payment therefore as set forth in Article III below.

A. Execution of Agreement
1. Software ..... $ 37,313
2. Annual Support ..... $ 17,500
3 Professional Services ..... $ 18,000
Total Invoice Amount due upon execution of Agreement ..... $ 72,813

B. Execution of Amendment 1
1. Video Studio Year 1 ..... $ 5,000
Total Amount due upon execution of Amendment 1 ..... $ 5,000

C. Commencement of Contract Year 2
1. Software ..... $ 36,250
2. Annual Support ..... $ 13,750
3. Video Studio Year 2 ..... $ 10,000
Total Amount due upon Commencement of Contract Year 2 ..... $ 60,000

D. Commencement of Contract Year 3
1. Software ..... $ 36,250
2. Annual Support ..... $ 13,750
1. Video Studio Year 3 ..... $ 10,000
Total Amount due upon Commencement of Contract Year 3 ..... $ 60,000

II. Pricing Summary.

A. Functional Group
1. Total Software $109,813
2. Total Annual Software Support ..... $ 45,000
3. Total Professional Services ..... $ 18,000
4. Video Studio ..... $ 25,000
Total Contract Costs $197,813

III. Invoice Payment Terms.

A. Contractor agrees to the payment terms set forth in this Appendix B and the Agreement.

B. Contractor will submit a County Demand form D-15, accompanied by documentation of expenditures and services hours, to County's Authorized Representative for authorization of payment. Contractor will submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were rendered. Upon approval of payment demands by County's Authorized Representative, County will make payments within 30 days of invoice.

C. Adjustments between line-item expenses may be made if the line-item budget adjustment is ten percent or less of the budgeted line item. The County's Authorized Representative may approve any line-item adjustment which exceeds the line-item budget by more than ten percent.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4205 **Agenda Date:** 10/7/2025 **Agenda #:** C.155.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Lease for office space at 2151 Salvio Street, Suite 310, Concord, for the Library - Project Second Chance

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE a lease with Autumn Wood I, LP, Pinewood Condominiums, LP, and Vaca Villa Apartments, LP Trust, for approximately 6,603 square feet of office space located at 2151 Salvio Street, Suite 310, Concord, for the Library - Project Second Chance, for a five-and-a-half-year term, at an initial annual rent of $174,324.00, with annual increases thereafter.

AUTHORIZE the Public Works Director, or designee, to execute the lease and up to one renewal option.

FISCAL IMPACT:
The lease will obligate the County to pay rent of $925,484.31 over the five-and-a-half-year term. (100% Library Fund)

BACKGROUND:
The Library - Project Second Chance, the Library's adult literacy program, is currently housed in a smaller suite within the same building. This new lease provides for a larger space to offer free basic reading, writing, and spelling tutoring to adults throughout the County.

CONSEQUENCE OF NEGATIVE ACTION:
Not authorizing the lease would require finding another suitable location, at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

LEASE

CONTRA COSTA COUNTY LIBRARY - PROJECT SECOND CHANCE

2151 Salvio Street, Suite 310
Concord, California

This lease is dated September 16, 2025, and is between AUTUMN WOOD I, LP, PINEWOOD CONDOMINIUMS, LP, and VACA VILLA APARTMENTS, LP (together, the "**Lessor**") on the one hand and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**County**") on the other.

Recitals

A. Lessor is the owner of the building located at 2151 Salvio Street, Concord, California (the "**Building**").

B. The County current occupies approximately 2,075 square feet of office space in the Building consisting of Suite 296 and Suite 299 pursuant to a sublease with International Education Center ("**Sublessor**") dated May 18, 2020. Following the demise of Sublessor, the County commenced paying the rent due under the sublease directly to the Lessor, which rent was accepted by Lessor, thereby creating a tenancy at will, terminable by either party with proper notice. The tenancy at will is the "**Rental Agreement**."

C. The parties now desires to enter into a lease governing the County's use of a portion of the Building consisting of approximately 6,603 square feet of floor space known as Suite 310 (the "**Premises**"), which is shown in the "as built" floor plan attached as Exhibit A. Prior to the County taking possession of the Premises, Lessor will complete the tenant improvements described in Exhibit B. The Commencement Date of the lease is defined in Exhibit B.

D. The Rental Agreement terminates on the Commencement Date of the lease.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.

2. Term**.** The "**Term**" of this lease is comprised of an Initial Term and, at County's election, a Renewal Term, each as defined below.

a. Initial Term. The "**Initial Term**" is five years and six months, commencing on the Commencement Date.

b. Renewal Terms. County has one option to renew this lease for a term of two years (a "**Renewal Term**") upon all the terms and conditions set forth in this lease.

i. County will provide Lessor with written notice of its election to renew the lease 180 days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the lease will not expire until fifteen working days after the County's receipt of Lessor's written demand that the County exercise or forfeit the option to renew.

ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3. Rent. County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the first day of each month during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:

a. Initial Term.

Months	Monthly Rent
0-6	Abated
7-18	$14,526.60
19-31	$14,962.40
32-44	$15,411.27
45-57	$15,873.61
58-66	$16,349.82

b. Renewal Term. Rent during the Renewal Term will be at the then-fair market rental value of the Premises. The fair market rental value of the Premises will be established by the mutual agreement of the parties. The parties shall use good faith efforts to establish the fair market value of the rent for the Renewal Term not less than 20 months prior to the commencement of the Renewal Term. If the parties fail to agree on the fair market rental value of the Premises by the date that is 270 days prior to the commencement of the Renewal Term, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.

c. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Tenant Improvements.

   a. Lessor shall cause the improvements described in Exhibit B and Exhibit C (the "IT Room Improvements") to be made to the Premises. The anticipated cost of the IT Room Improvements is $24,300.00.

   b. The County will reimburse Lessor for up to $24,300.00 for the cost of the IT Room Improvements; provided, however, if a change order is approved in writing by the County and the change order causes the cost of the IT Room Improvements to exceed $24,300.00, the amount the County will reimburse Lessor will be adjusted accordingly.

   c. Lessor shall invoice the County for the IT Room Improvements upon their completion. County shall pay Lessor within 60 days after receipt of the invoice.

5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.

6. Modified Full-Service Lease. This is a full-service lease subject to the requirements of Section 7 (Additional Rent). Lessor shall pay all the Building's operating costs, including without limitation, the cost of Utilities, Operating Expenses, Real Property Taxes, and Insurance, all as defined below.

7. Additional Rent. In addition to the Rent, in each year following the calendar year 2025 (the "**Base Year**"), County shall pay Lessor the amounts set forth below (collectively, "**Additional Rent**"). Lessor shall invoice County for any Additional Rent due within 90 days after the end of each calendar year during the Term, beginning in the year that immediately follows the Base Year. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur with 90 days of receipt of the annual invoice. In the absence of a manifest error in the invoice, County may not withhold payment of the invoice until after the completion of such inspection.

   a. Proportionate Share. For purposes of this lease, "**Proportionate Share**" means the ratio, expressed as a percentage of the square footage of the Premises to the total square footage of the Building. The parties estimate County's Proportionate Share of the Building to be 5.49%.

   b. Operating Expenses. County's Proportionate Share of the Excess Amount of Operating Expenses, as defined below.

      "**Excess Amount of Operating Expenses**" means the amount by which Operating Expenses actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Operating Expenses in the Base Year, provided,

however, in no event may the Excess Amount of Operating Expenses exceed 3% in any year.

"**Operating Expenses**" means the cost of (i) janitorial services and cleaning supplies provided to the Building, (ii) the operation and upkeep of all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, electrical systems, ceiling, flooring and other surfaces, and (iii) pest and rodent control.

Notwithstanding any provision of this lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from Operating Expenses to be reimbursed or paid by County:

i. Payments on any loans or ground leases affecting the Building.

ii. Depreciation of the Building or any major system of any service equipment in the Building.

iii. All costs and expenses associated with leasing to other tenants, including tenant improvement allowances, attorneys' fees, brokerage commissions, and architectural fees, if any.

iv. Any cost incurred in complying with hazardous materials laws.

v. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes, or other taxes personal to the Lessor.

c. Utility Expenses. County's Proportionate Share of the Excess Amount of Utility Expense.

"Excess Amount of Utility Expenses" means the amount by which Utility Expense, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Utility Expenses in the Base Year.

"Utility Expenses" means the cost of gas and electric service, water, sewer and refuse collection services provided to the Building.

d. Real Property Taxes. County's Proportionate Share of the Excess Amount of Real Property Tax Expense, as defined below.

"**Excess Amount of Real Property Tax Expense**" means the amount by which Real Property Taxes, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Real Property Taxes in the Base Year.

"**Real Property Taxes**" means and includes all taxes, assessments (amortized over the longest period available to the Lessor) levied or assessed upon the Building and

the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other government charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, State or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary or transfer taxes.

e. Insurance. County's Proportionate Share of the Excess Amount of Insurance Expense, as defined below.

"**Excess Amount of Insurance Expense**" means the amount by which Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for the Insurance in the Base Year.

"**Insurance**" means the All-Risk Property Insurance maintained by Lessor covering the Building, and all the improvements thereto for perils including fire and earthquake, if applicable, for an amount equal to full replacement cost, liability and other insurance that Lessor reasonably deems necessary on the Premises or that may be required by Lessor's mortgagee, including, but not limited to, earthquake, and flood insurance.

8. Obligation to Pay Utilities. Lessor shall pay for all water, sewer, gas, electricity, and refuse collection services provided to the Premises.

9. Maintenance and Repairs.

a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing used in the Premises.

b. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair, and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.

c. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.

d. Utility Systems. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.

e. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. County is responsible for the installation, maintenance and/or replacement of a supplemental HVAC system in the Technology/Server Room if one is deemed necessary.

f. Exterior Lighting; Landscaping. Lessor shall maintain the exterior lighting system, and landscaping in good order, condition and repair.

g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor 30 days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor.

10. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.

11. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit C.

12. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease.

13. Alterations; Fixtures and Signs**.** County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements.

14. Prior Possession. Commencing 60 days prior to the Commencement Date, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and to store furniture, supplies and equipment,

provided such work and storage and can be effected without unduly interfering with Lessor's completion of any tenant improvements.

15. Insurance.

a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.

b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.

16. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

17. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.

18. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.

19. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within 24 hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

20. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while the repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of the total destruction of the Premises.

21. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

22. Indemnification.

a. County. County shall defend, indemnify and hold Lessor harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's

performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.

b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

23. Default.

The occurrence of any of the following events is a default under this lease:

a. County.

i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed 75 days from receipt of a Notice.

ii. County's failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the 30 day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.

b. Lessor.

i. Lessor's failure to complete the Tenant Improvements in accordance with Exhibit B - Tenant Improvements.

ii. Lessor's failure to perform any other obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided,

however, if the breach cannot reasonably be remedied within the 30 day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of 90 days, provided Lessor commences curing the breach within 30 days and thereafter diligently proceeds to cure the breach.

24. Remedies.

a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

b. County. If Lessor fails to complete the Tenant Improvements in accordance with the Improvement Agreement, County may terminate this lease by giving written notice to Lessor with no cost or obligation to County. Such termination is effective on the effective date of the written notice. Upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

25. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: LeFever Mattson Property Management
6359 Auburn Blvd., Suite
Citrus Heights, CA 95621

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
40 Muir Road, Second Floor
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

26. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

27. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease.

28. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.

29. Governing Law. The laws of the State of California govern all matters arising out of this lease.

30. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

31. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers International, ("**Colliers**") and the County represents itself. Lessor shall pay a real estate commission to Colliers pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this Lease has been directly with Colliers.

Lessor shall pay to the County a real estate commission equal to $22,973.04 as follows: one-half upon the execution of this lease and one-half on the Commencement Date.

Lessor warrants that no other broker or finder, other than Colliers Parrish International, Inc. and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. Lessor and the County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Colliers Parrish International, Inc. and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

32. Intentionally Omitted.

[Remainder of Page Intentionally Left Blank]

33. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Improvement Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a Political subdivision of the State of California

By: _____
Warren Lai
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: _____
Jessica Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

Autumn Wood I, LP

By: _____
Brad Sharp for LeFever Mattson,
General Partner

Pinewood Condominiums, LP

By: _____
Brad Sharp for LeFever Mattson,
General Partner

Vaca Villa Apartments, LP

By: _____
Brad Sharp for LeFever Mattson,
General Partner

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EXHIBIT A
AS – BUILT FLOORPLAN

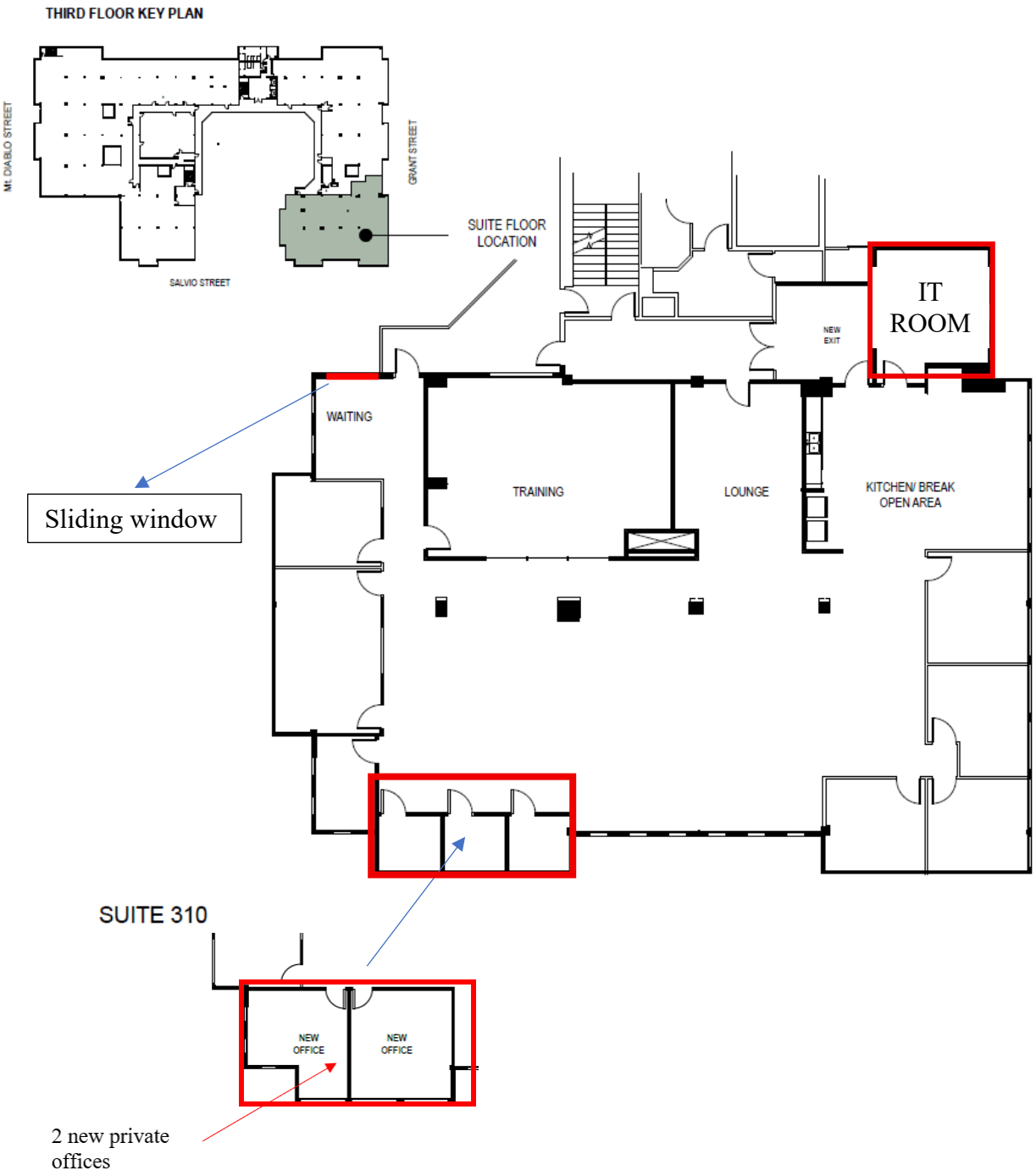


EXHIBIT B
TENANT IMPROVEMENTS

I. Tenant Improvements. Lessor, at Lessor's expense, shall cause the following improvements to be made to the Premises as shown on the as-built floorplan (Exhibit A) (together, the "**Tenant Improvements**"):

i. Reconfigure the three phone closets to create two new private offices where indicated on the floorplan, Exhibit A.

ii. Paint the interior of the Premises in mutually agreed upon colors.

iii. Replace the carpet using a building standard, mutually agreed upon product and color.

iv. Clean and polish existing kitchen flooring.

v. Replace any stained ceiling tiles with new ceiling tiles throughout the suite.

vi. Install glare coating/frosting on the windows/doors leading into the kitchen and the two large floor to ceiling windows at the entrance.

vii. Install an additional outlet or outlets as necessary to ensure that there are outlets on two of the four walls in each office.

viii. Install building standard signage, to describe the Premises, in the ground floor directory, the directory on the third floor and at the entrance to the Premises.

ix. IT room tenant improvements (proposal attached as Exhibit C):

a. Demolish existing phone board and install (1) ea 3/4" x 4'x8' FT plywood
b. Anti-static flooring 6'x9', VCT, demo existing
c. Electrical outlets
d. HVAC ½ Ton split system
e. Acoustic ceiling work
f. Roofing work

II. Completion Notice; Inspection; Substantial Completion Date.

i. When Lessor deems the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a notice to that effect to the County (a "**Completion Notice**"). For purposes of this lease, "**Substantially Complete**" means (1) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (2) the scope of work has been properly executed in accordance

with the attached Floorplan, and (3) all utilities are hooked up and available for use by County in the Premises.

ii. Upon receipt of the Completion Notice, a representative of the County, and a representative of the Lessor will immediately inspect the Premises for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once the County is satisfied that the Tenant Improvements appear to be Substantially Complete, the County will so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the "**Commencement Date**").

III. Punchlist. The County has 60 days from the Commencement Date to provide Lessor with a written list of any items that are defective or incomplete (a "**Punchlis**t"). The County's failure to specify an item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this lease. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (exempt as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease.

EXHIBIT C

IT ROOM PROPOSAL

ABK CONSTRUCTION COMPANY

RE Contra Costa County IT Room
2151 Salvio St. Ste. 310
Concord, CA 94520

August 11, 2025

BUDGET PROPOSAL

1.	Demo Existing Phone Board & Install (1) ea ¾" x 4' x 8' FT Plywood	$ 300.00
2.	Anti Static Flooring 6' x 9', VCT, Demo Existing	$ 4,000.00
3.	Electrical	$ 3,500.00
4.	H.V.A.C ½ Ton Split System	$ 9,000.00
5.	Acoustical Ceiling Work	$ 1,000.00
6.	Roofing Allowance	$ 3,500.00
7.	Misc. Items, General Conditions	$ 1,000.00
Subtotal Estimated Construction		$ 22,300.00
Construction Fee		$ 2,000.00
Total Estimated Construction & Fees		**$ 24,300.00**

Exclude: Permits & Fees, Data, Plumbing, Any Items Not Shown Above, Any Upgrades To Existing Conditions Not Known at this Time.

ABKCONSTRUCTIONCOMPANY.COM | (925) 625-1244 | 22 W CYPRESS PL. OAKLEY CA 94561
License No. 648383

EXHIBIT D

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

Assessor's Parcel No. _____

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 20__, and is between the County of Contra Costa, a political subdivision of the State of California (the "**Tenant**"), _____, a _____ , its successors and assigns (the "**Lender**), having its principal place of business at _____.

Recitals

A. Pursuant to a lease dated _____, 20__ (the "**Lease**") between the Tenant and _____, a _____ (the "**Landlord**"), Landlord is leasing to the Tenant certain space in the building located at [***insert address of building***], more fully described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Lender has previously made a loan (the "**Loan**") to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of all leases of and rents from the Property

C. This agreement is being executed by the parties in accordance with the requirements of Section __ of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Tenant hereby represents, acknowledges and agrees as follows:

   (a) The Lease contains an option to purchase an ownership interest in the building, and a right of first refusal to purchase an ownership interest in the building.

(b) The term of the Lease commences on_____ and will terminate on _____.

(c) The current monthly rent payment under the Lease is set forth in Section A.5 of the Lease. No advance rents have been prepaid.

(d) In addition to monthly rent payments, the Tenant is responsible for a portion of the cost of improvements to the premises, in accordance with Section C.4 and C.5 of the Lease.

(e) The improvements described in the Lease have not been completed or accepted by Tenant.

(f) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.

(g) Upon its execution, the Lease will be in full force and effect.

(h) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.

(i) If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.

(j) Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

4. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

(a) Liable for any act or omission of Landlord or any prior landlord under the Lease;

(b) Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;

(c) Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;

(d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or

(e) Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

5. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

6. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within 30 days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such 30 day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

8. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By_____
Warren Lai
Director of Public Works

LENDER

Name of Lender., a
_____

By_____
Name
Title

By_____
Name
Title

[Attach Notary Forms]

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4206 **Agenda Date:** 10/7/2025 **Agenda #:** C.156.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Rescind Prior Board Action Pertaining to Contracted Services with Knightsen 4-H

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of July 22, 2025 (C.6), which approved an allocation of $310,000 from the Measure X Parks & Recreation funding (District III portion) to identified public and private nonprofit organizations to provide the expanded parks and recreation programming and facilities for the period July 1, 2025, through June 30, 2027, as recommended by Supervisor Burgis.

APPROVE an allocation of $310,000 from the Measure X Parks & Recreation funding allocation (District III portion) to identified public and private nonprofit organizations to provide the expanded parks and recreation programming and facilities for the period July 1, 2025, through June 30, 2027, as recommended by Supervisor Burgis.

AUTHORIZE the Public Works Director, or designee, to execute contracts with identified public and private nonprofit organizations to provide the expanded parks and recreation programming and facilities, as specified in the revised Attachment A, for the period of July 1, 2025, through June 30, 2027, subject to approval by the County Administrator and approval as to form by County Counsel.

FISCAL IMPACT:
The $310,000 required for the contracts will come from the District III portion of the Measure X Parks & Recreation funding allocation. The current available balance in the District III portion of the fund is approximately $600,000.

BACKGROUND:
On July 22, 2025, this Board of Supervisors approved an allocation of $310,000 from Measure X Parks & Recreation funding allocation (District III portion) to expand parks and recreation programming and facilities in District III, as recommended by Supervisor Burgis and authorized the Public Works Director to execute contracts as specified in the Supervisors recommendation.

In the Supervisor's Recommendation, Knightsen 4-H was identified for Measure X (District III portion) funding for Scholarship Awarding. During the contract process, it was discovered that Knightsen 4-H is a club that is part of the University of California Agriculture and Natural Resources 4-H Program. The contract for the Scholarship Awarding program must be with University of California and University of California will pass through the funding to the Knightsen 4-H club.

Approval of this action will rescind the prior incorrect Board Order and allow the Department to execute a contract with the correctly identified organization.

Measure X is a 20-year, Countywide, half-cent sales tax, approved by voters in Contra Costa County on November 3, 2020. The ballot measure language stated the intent of Measure X as "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."

On December 12, 2023, the Board of Supervisors approved an annual allocation of $1,000,000 for the Public Works Department to provide parks and recreation services in the unincorporated areas and directed a future meeting to provide direction on the implementation of projects and programs to be funded.

On August 20, 2024, the Board of Supervisors approved a proposal by the Public Works Department to allocate $200,000 (20% of Measure X allocation) annually for park and recreation services within the respective districts.

The programs and projects that have been selected to receive funding are initiatives focused on bettering community wellness by improving parks and recreation programming and facilities and public access to such resources. The programs and projects improve quality of life for residents in unincorporated communities by funding youth access to healthy physical activities and improving community facilities where programming often occurs.

Supervisors maintain discretion to allocate funds for deferred and/or ongoing maintenance park projects and new park projects to be funded and implemented by the Public Works Department and/or provide funding to entities to provide park and recreation services within the County. Entities that receive funding for park and recreation services may be required to enter into a revocable agreement with the County. Deferred and/or ongoing maintenance and new capital park projects may require multiple years of funding to accumulate sufficient funds. Any funds not allocated for the various Board member Districts will be re-budgeted to the following fiscal year and remain with the respective Board District for future use. These funds may be used for both maintenance and capital project purposes.

As recommended by Supervisor Burgis, Attachment A includes the recommended Measure X Parks & Recreation funding allocations with a short description of each project/program.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval from the Board of Supervisors, the Knighten 4-H Scholarship Program will not be funded and up to 40 eligible youth will not receive a scholarship to the program.

Attachment A - Supervisor Burgis Funding Recommendation Revised

Bethel Island:

- Bethel Island Chamber of Commerce, 501c3
  - **Youth Development Program: $5K**
    - 12 sessions, 3 hours per session for ~100 young adults ages 13-18 and would the first hour will be career planning and the last approximately 2 hours will be basketball and or a movie either in the park or inside scout hall.

- Bethel Island Children Support, 501c3
  - **Weekly Physical Activity Program: $20K**
    - Weekly multi-sport physical activity for youth at the local Bethel Island community center/park. This would include supplies and hired staff.
  - **Sports Scholarships: $20K**
    - Provide 50 youth a $400 annual sports scholarship to the program(s) of their choosing.
  - **Get Outside Program: $5K**
    - Provide up to 20 youths with a new bicycle to promote getting outdoors and staying active.
  - **Water Safety program: $8K**
    - Additional supplemental funds for our existing life jacket loaner program. Would restock our existing stand throughout the boating season.

- Scout Hall Community Center, 501c3
  - **Floor Replacement: $27K - TBD**
    - New floors for use in scout hall for all the community parks & rec programming.

Byron:

- Byron Union School District, Government Agency
  - **Parks & Rec Facility Improvements: $55K**
    - Renovation of the baseball field near Byron Hwy: outfield grass ground/hole repairs, backstop and interior baseball field renovation
    - Excelsior outdoor soccer field posts/nets
    - Excelsior Indoor Volleyball net replacement
    - Community Basketball nets for the outdoor hoops

Discovery Bay:

- Town of Discovery Bay Community Services District, Government Agency
  - **Community Center Upgrades: $20K**
    - Upgrades to BBQ area
    - Landscape clean up
    - New trash receptacles

        - Repairs to brick BBQ
        - Windscreens/new fencing to hide the swamp area, school, etc.
        - Picnic tables
        - Electrical repairs

    - **Community Center Pool Upgrades: $100K**
        - Shade sails over a section of the pool (shallow end for kids in swim lessons)

    - **Zone 8 Cornell Park Upgrades: $30K**
        - Improve Park lighting
        - Security cameras
        - Permanent concrete cornhole games on synthetic turf

Knightsen:

- University of California pass through funds to Knightsen 4-H, 501c3
    - **4-H Scholarships: $20K**

Award Details

- A minimum of 40 scholarships will be awarded;
- Each scholarship may be **up to $500 per youth**;
- Applicants will be required to **select the use category** for which they are applying (e.g., Educational Enrichment, Project Support, Agriculture, or Stills Projects);
- Selection will be made by a review committee and guided by merit, purpose, and alignment with 4-H educational values.

Program Objectives

This scholarship program is designed to:

- Promote **educational enrichment** through participation in 4-H leadership conferences, workshops, field experiences, and other approved learning opportunities;
- Support **project success** through funding for materials, livestock care equipment, and other eligible 4-H project expenses;
- Reinforce **agricultural education** by encouraging youth to engage in hands-on learning that deepens their understanding of food systems, sustainability, animal husbandry, crop production, and the agricultural sciences;
- Encourage growth in **stills projects**, including welding, sewing, photography, fine arts, crafts, and other creative or technical disciplines that build practical skills and personal expression;
- Foster youth development through responsibility, initiative, and goal-setting;
- Promote the ethical values of 4-H, including integrity, service, and the humane and respectful treatment of animals;
- Cultivate behavior that reflects strong character, leadership, and adherence to the **4-H pledge**.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4207 **Agenda Date:** 10/7/2025 **Agenda #:** C.157.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the FCZ 1 Marsh Creek Storm Damage Repair Project and take related actions under CEQA

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the FCZ 1 Marsh Creek Storm Damage Repair Project (Project) and AUTHORIZE the Chief Engineer, or designee, to advertise the Project, Brentwood area. [County Project No. 0672-6D9M03, DCD CP#25-12] (District III).

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15301(d).

DIRECT the Director of Department of Conservation and Development (DCD), or designee, to cause a CEQA Notice of Exemption (NOE) to be filed with the County Clerk and State Clearinghouse, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a $50 fee to the County Clerk for filing the NOE.

FISCAL IMPACT:
Estimated Project cost: $1,211,000.00 (100% Flood Control Zone 1 Funds)

BACKGROUND:
The purpose of the project is to repair erosion at three sites along the west bank of Marsh Creek between Delta Road and Sunset Road in the Brentwood area that were damaged during the 2023 winter storm events. At each site, the repair will consist of removing the eroded bank material and backfilling with soil-filled rock slope protection.

The project is exempt from CEQA because it consists of repairing damaged portions of an existing flood control facility to meet current standards of public health and safety involving no expansion of existing use pursuant to Section 15301 of the CEQA Guidelines.

CONSEQUENCE OF NEGATIVE ACTION:
Delay in approving the project may result in a delay of design, construction, and may jeopardize funding. Erosion will worsen at the project sites, which might damage nearby properties.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☒ Office of Land Use and Climate Innovation
State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

☒ County Clerk, County of Contra Costa

From: Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Project Title: FCZ 1 Marsh Creek Storm Repair, WO9M03, CP#25-12

Project Applicant: Contra Costa County Flood Control & Water Conservation District, 255 Glacier Drive, Martinez CA 94553, (925) 313-2000, Contact: Alex Nattkemper, (925) 313-2364, alex.nattkemper@pw.cccounty.us

Project Location: Marsh Creek between Delta Road and Sunset Road, Brentwood area; APN 018-24C-014

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Contact Person: Syd Sotoodeh (925) 655-2877 syd.sotoodeh@dcd.cccounty.us

Description of Nature, Purpose, and Beneficiaries of Project: The purpose of the project is to repair erosion at three sites along the west bank of Marsh Creek between Delta Road and Sunset Road in the Brentwood area that were damaged during the 2023 winter storm events. The approximate size of the bank failure at each location is: Site 1 is approximately 20 feet by 39 feet and located approximately 3,300 feet upstream from Delta Road; Site 2 is approximately 15 feet by 42 feet and located approximately 1,800 feet upstream from Delta Road; and Site 3 is approximately 18 feet by 27 feet and located approximately 1,580 feet upstream from Delta Road.

At each site, the repair will consist of removing the eroded bank material and backfilling with soil-filled rock slope protection. The bank will be regraded to conform to the adjacent channel slopes. Native topsoil will be placed over the bank and vegetated using a native seed mix. A temporary water diversion system will be used to dewater the work areas as needed. Excavation depths will vary; the maximum depth of excavation will be approximately 5 feet. Additional grading will be needed at Sites 2 and 3 to reestablish the drainage ditch along the western edge of the maintenance road.

Utility relocations and Real Estate transactions, including temporary construction easements, may be necessary in support of the project. Temporary traffic control will be required. Repairs to the adjacent maintenance road may be necessary. Marsh Creek Regional Trail may be temporarily impacted during construction. Construction is anticipated to occur in 2026. Work will take place during the dry season and is anticipated to be completed in approximately 40 working days. Appropriate best management practices for erosion control and water pollution control will be implemented to protect the creek. Vegetation removal will be necessary to accommodate the project. The project is in the East Contra Costa County Habitat Conservation Plan (HCP) and will comply with HCP requirements. Applicable regulatory permits will be obtained before construction.

Name of Public Agency Approving Project: Contra Costa County

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☒ Categorical Exemption (Sec. 15301[d])
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☐ Other Statutory Exemption (Sec.)

Reasons why project is exempt: The activity/project consists of repair of damaged portions of an existing flood control facility to meet current standards of public health and safety involving no expansion of existing use pursuant to Article 19, Section 15301 of the CEQA Guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Title: Senior Planner Date: Sept. 9, 2025

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

_____ _____

Signature Title

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Alex Nattkemper
Environmental Services Division
Phone: (925) 313-2364

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☐ Conservation and Development - $25

Total Due: _____ Receipt #: _____

FCZ 1 Marsh Creek Storm Repair

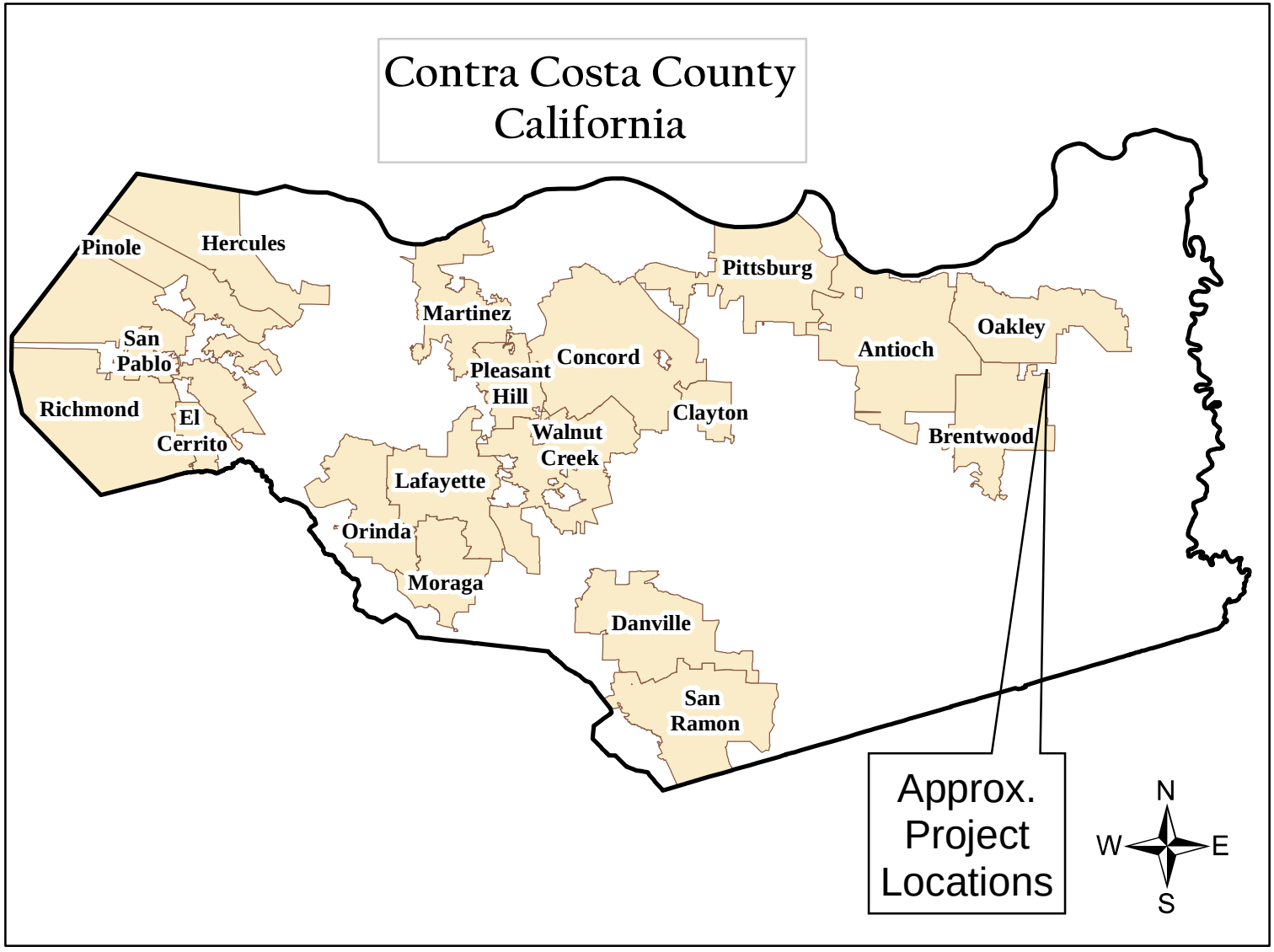


Figure 1

FCZ 1 Marsh Creek Storm Repair

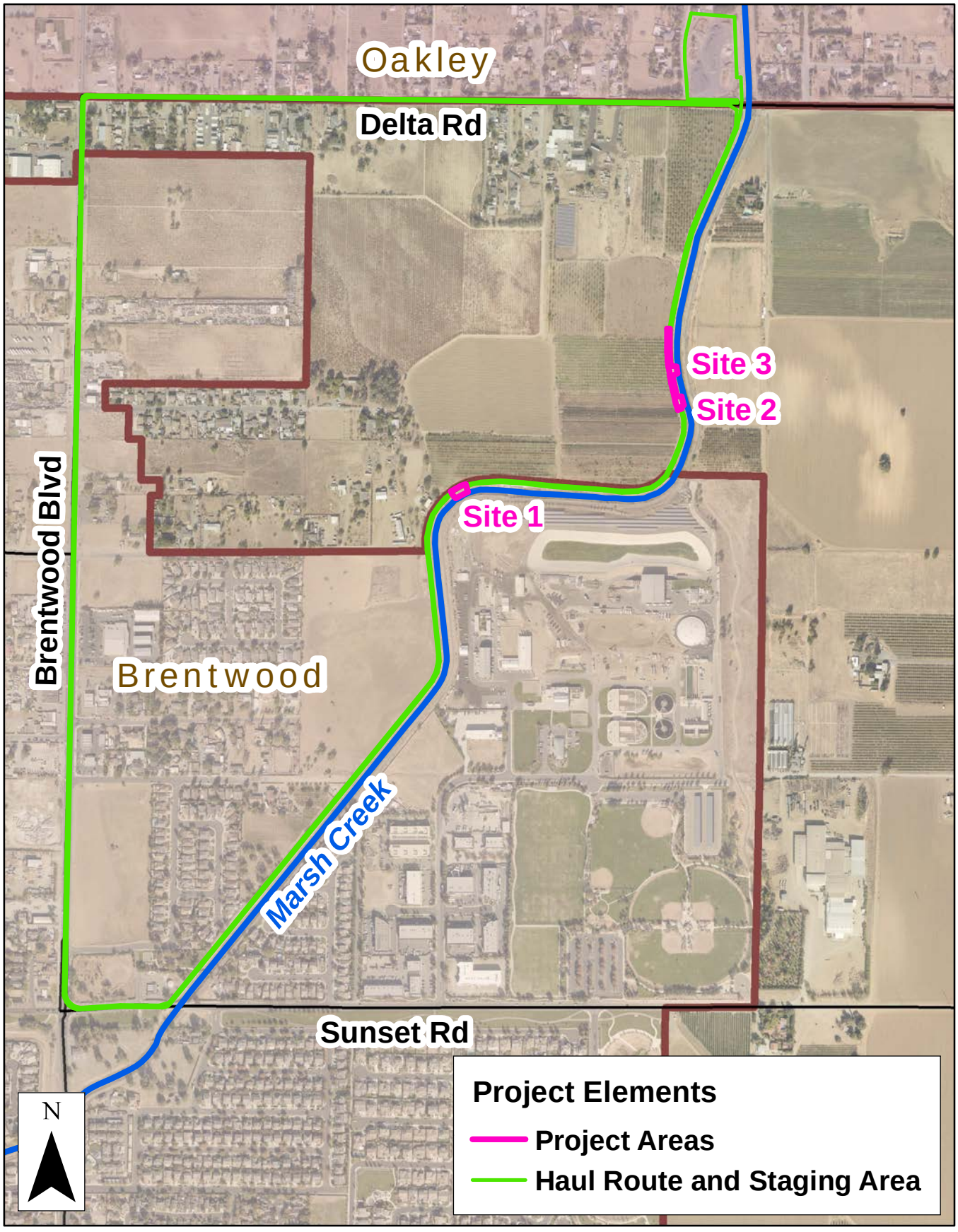


Figure 2

1510

FCZ 1 Marsh Creek Storm Repair

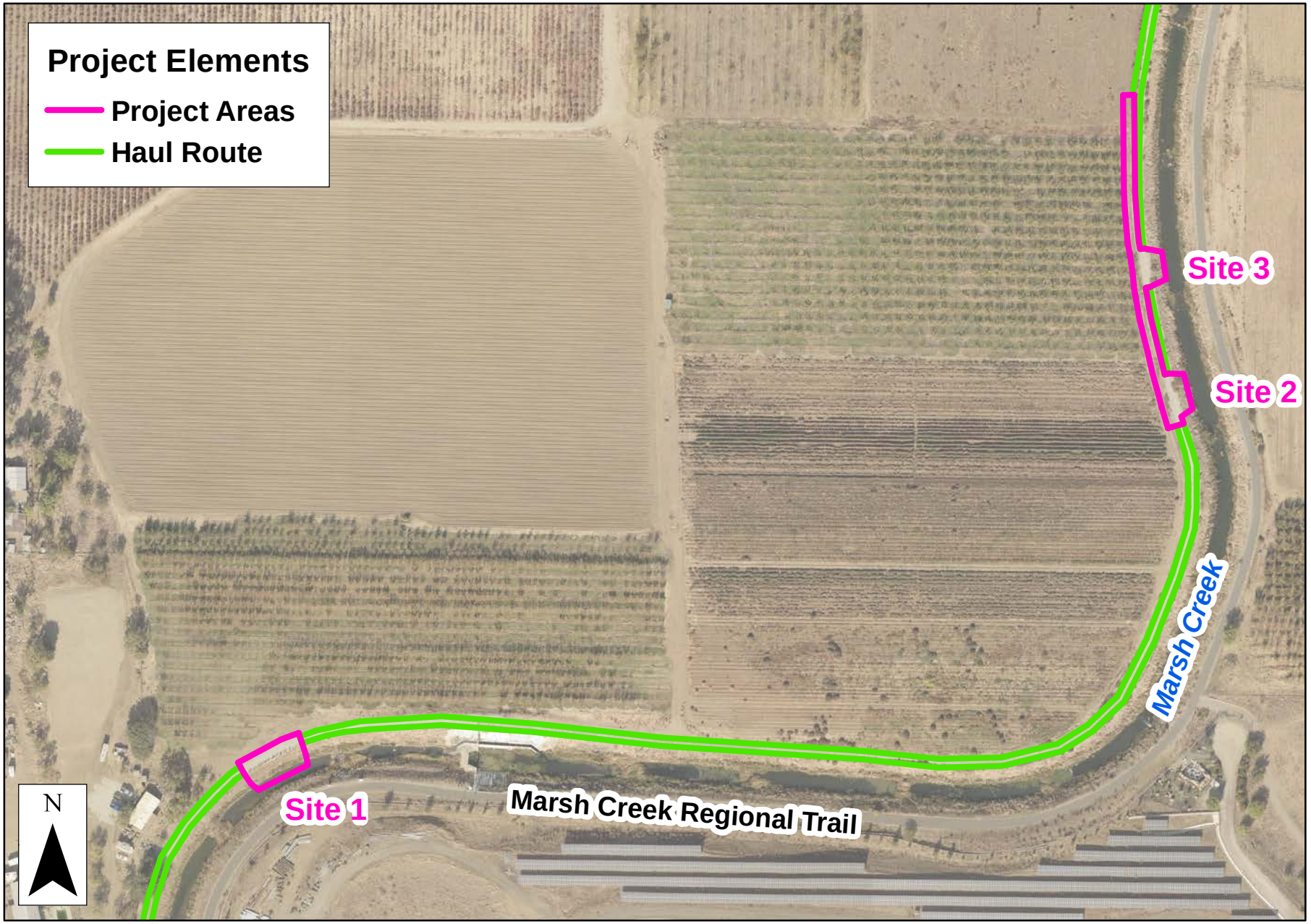


Figure 3

1511

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4208 **Agenda Date:** 10/7/2025 **Agenda #:** C.158.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Disposal of Surplus Property

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:
Public Works would not be able to dispose of surplus vehicles and equipment.

PUBLIC WORKS DEPARTMENT FLEET DIVISION
OCTOBER 7, 2025 STAFF REPORT

Item	Department	Description/Unit/Make/Model	Serial No.	Condition
1.	District Attorney	0882 2015 FORD FUSION	3FA6P0LU5FR307795	Worn Out Sold As Is
2.	Health Services	0937 2015 FORD CMAX	1FADP5AU0FL124133	Worn Out Sold As Is
3.	District Attorney	0964 2016 FORD FUSION	3FA6P0LU1GR388604	Worn Out Sold As Is
4.	Sheriff	1144 2020 CHEVROLET IMPALA	1G11Z5S32LU106826	Worn Out Sold As Is
5.	EHS	1242 2011 TOYOTA CAMRY	4T1BB3EK3BU141117	Worn Out Sold As Is
6.	Sheriff	3417 2019 FORD INTERCEP SUV	1FM5K8AT3KGA12513	Worn Out Sold As Is
7.	Conservation & Development	3731 2013 FORD ESCAPE	1FMCU9G90DUC16838	Worn Out Sold As Is
8.	District Attorney	3750 2014 FORD EXPLORER	1FM5K8D84EGB43963	Worn Out Sold As Is
9.	District Attorney	3769 2016 FORD ESCAPE	1FMCU0G95GUC01266	Worn Out Sold As Is
10.	Conservation & Development	3773 2017 FORD ESCAPE	1FMCU0G94HUA52012	Worn Out Sold As Is

PUBLIC WORKS DEPARTMENT FLEET DIVISION
OCTOBER 7, 2025 STAFF REPORT

11.	**Sheriff**	**3828 2020 CHEVROLET TAHOE**	**1GNSKDEC7LR218439**	**Worn Out Sold As Is**
12.	**Sheriff**	**3873 2020 CHEVROLET TAHOE**	**1GNLCDEC5LR293819**	**Worn Out Sold As Is**
13.	**County Administrator**	**4505 1998 FORD E-250**	**1FTPE24LXWHC16237**	**Worn Out Sold As Is**
14.	**EHS**	**4672 2009 FORD E-250**	**1FTNE24LX9DA89685**	**Worn Out Sold As Is**
15.	**Public Works**	**4702 2012 FORD E-250**	**1FTNE2EL0CDA38315**	**Worn Out Sold As Is**
16.	**Public Works**	**4736 2015 CHEVROLET EXPRESS 2500**	**1GCWGFCB2F1280934**	**Worn Out Sold As Is**
17.	**Public Works**	**5252 2011 FORD F-150**	**1FTFW1CF4BFB25288**	**Worn Out Sold As Is**
18.	**Public Works**	**6163 2008 FORD F-250**	**1FTSX21R68EE54801**	**Worn Out Sold As Is**
19.	**Public Works**	**6171 2014 FORD F-150**	**1FTFW1ET8EKD54118**	**Worn Out Sold As Is**
20.	**Public Works**	**8587 2000 ZIEMAN 2347**	**1ZCT31A21XZP21157**	**Worn Out Sold As Is**
21.	**Public Works**	**8588 2000 ZIEMAN 2347**	**1ZCT31A28XZP21155**	**Worn Out Sold As Is**

22.	**Public Works**	**9008 2003 PB LOADER 220-CT**	**1P9TS131631100271**	**Worn Out Sold As Is**
23.	**Public Works**	**9047 1993 PB LOADER 220-CT**	**1P9TS1318P1100472**	**Worn Out Sold As Is**
24.	**Sheriff**	**9316 2003 CLUBCAR PATHWAY**	**5J5LD22B12A238785**	**Worn Out Sold As Is**
25.	**COURTS-GEN PROP NON HS CLEARING**	**CTS5 2003 FORD ESCAPE**	**1FMYU031X3KD98849**	**Worn Out Sold As Is**

- **Please note that unit 8588 was on a previous board order back in May (25-1751) but the VIN attached on that board order was actually for unit 8587**
- **VINs are now correct on units 8587 and 8588 both will be going to auction**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4209 **Agenda Date:** 10/7/2025 **Agenda #:** C.159.

To: Board of Directors

From: Joseph Villarreal (Housing Authority), Executive Director

Report Title: Claims

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DENY claim filed by Malika Darrett

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Malika Darrett: Property claim for damage to vehicle in an undisclosed amount.

CONSEQUENCE OF NEGATIVE ACTION:
Not acting on the claims could extend the claimants' time limits to file actions against the County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4210 **Agenda Date:** 10/7/2025 **Agenda #:** C.160.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Claims

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

DENY claims filed by Alana Allerton; Lilian Chavez; Kimberly Davis; Karen Jones; Lori & Gary Lawhon; Belen Andrea Masry; Vanessa E. Pimenta obo herself & minor E.M.C.P. (4); Pleasant Hill Recreation & Park District; and William E. Schupp.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Alana Allerton: Personal injury claim related to vehicle accident in an amount to exceed $10,000.
Lilian Chavez: Property claim for missing money after warrant search in the amount of $10,000.
Kimberly Davis: Medical malpractice claim related to complications from foot surgery in an amount to exceed $10,000.
Karen Jones: Personal injury claim related to sheriff pursuit in the amount of $1,000,000.
Lori & Gary Lawhon: Property claim for damage to vehicle in the amount of $7,000.
Belen Andrea Masry: Property claim for damage to fence in the amount of $1,800.
Vanessa E. Pimenta obo herself & minor E.M.C.P. (4): Medical malpractice claim related to birth injury in an undisclosed amount.
Pleasant Hill Recreation & Park District: Indemnity claim related to alleged dangerous condition in an unknown amount.
William E. Schupp: Indemnity claim for trip and fall in an amount to exceed $35,000.

CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4211 **Agenda Date:** 10/7/2025 **Agenda #:** C.161.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Final Settlement of Claim, Mark Emery vs. Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE this report concerning the final settlement of Mark Emery and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $350,000.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of $350,000.

BACKGROUND:

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Mark Emery v. Contra Costa County. The Board's September 16, 2025 closed session vote was: Supervisors Gioia, Andersen, Burgis, Carlson and Scales-Preston - Yes. This action is taken so that the terms of this final settlement and the earlier September 16, 2025, closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-341 **Agenda Date:** 10/7/2025 **Agenda #:** C.162.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant FY 2025/2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND prior Board Action (RES 2025-145) from May 13, 2025, which adopted a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange (SAVE) Grant, with an initial allocation of up to $690,145 for the abatement of abandoned vessels on County waterways and surrendered vessels for the period beginning October 1, 2025 through September 30, 2027; and

ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange (SAVE) Grant, with an initial allocation of up to $100,000 for the abatement of abandoned vessels on County waterways and surrendered vessels for the period beginning October 1, 2025 through September 30, 2027.

FISCAL IMPACT:
Approval of this request will result in an initial revenue of $100,000 and will be funded 90% by State funds and 10% by County in-kind matching funds (budgeted).

BACKGROUND:
The California Division of Boating and Waterways (DBW) is prepared to award the Surrendered and Abandoned Vessel Exchange (SAVE) Grant to the Office of the Sheriff to assist the Sheriff's Marine Patrol with the removal of abandoned vessels and water hazards. The funding provided by this grant will enable the Marine Patrol Unit to remove abandoned vessels and identify hazards to vessel navigation in a continued effort to protect life and property on the waterways within Contra Costa County.

This Board request is to correct the prior action to reflect the updated initial allocation.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board decide against granting authority to apply for and accept this grant, the negative action will result in the loss of State funding designed to significantly increase the safety and security of persons and property on the waterways within Contra Costa County.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

WHEREAS, the County of Contra Costa is seeking funds available through the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance including grant modifications and extensions provided by the State of California for the Surrendered and Abandoned Vessel Exchange Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-342 **Agenda Date:** 10/7/2025 **Agenda #:** C.163.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: Boating Safety and Enforcement Equipment Grant Program FY 2025/2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND prior Board Action (RES 2025-144) from May 13, 2025, which adopted a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California State Parks, Division of Boating and Waterways for its FY 2025/2026 Boating Safety and Enforcement Equipment Grant, with an initial allocation of $100,000 for repair and purchase of boat equipment for the Sheriff's Marine Patrol Unit; and

ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California State Parks, Division of Boating and Waterways for its FY 2025/2026 Boating Safety and Enforcement Equipment Grant, with an initial allocation of up to $78,703 for repair and purchase of boat equipment for the Sheriff's Marine Patrol Unit.

FISCAL IMPACT:
Approval of this request will result in an initial revenue of $78,703 for the Office of the Sheriff and will be funded 100% by State funds. There is no County match requirement for this grant.

BACKGROUND:
The California State Parks, Division of Boating and Waterways has announced a grant opportunity under their Boating Safety and Enforcement Equipment Grant Program (BSEE). In accordance with Title 14, 6594.1 of the California Government Code of Regulations, California State Parks, Division of Boating and Waterways provides grants to local government agencies to purchase boating safety and law enforcement equipment. The application will request funds for extending the life of the vessels in support of recreational boating safety.

This Board request is to correct the prior action to reflect the updated initial allocation.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board decide against granting authority to apply for and accept this grant, currently unfunded equipment replacement and improvement will continue to be deferred or be purchased with County funds.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

WHEREAS, the County of Contra Costa is seeking funds available through the California State Parks, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a political subdivision of the State of California, any action necessary for the purpose of obtaining financial assistance provided by the State of California for the Boating Safety and Enforcement Equipment Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4212 **Agenda Date:** 10/7/2025 **Agenda #:** C.164.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Accept California Municipal Finance Authority Donation for SO Search and Rescue team

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to accept a donation in the amount of $45,000 from the California Municipal Finance Authority to support the Contra Costa County Sheriff's Search and Rescue Team.

FISCAL IMPACT:
Approval of this request will result in $45,000 in restricted donation revenue.

BACKGROUND:
The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation, acts as the Board of Directors for the California Municipal Finance Authority ("CMFA"). The CMFA is a Joint Powers Authority created to strengthen local communities by assisting with the financing of economic development and charitable activities throughout the State of California. With the goal of giving back to California communities, the CMFA assists local governments, non-profits, and businesses with the issuance of taxable and tax-exempt financing aimed at improving the standard of living in California. The contribution by the CFSC is a direct result of the financing facilitated by the CMFA.

This donation is intended to support the overall operations of the Search and Rescue team. It may be used for equipment, supplies, or any other resources necessary to carry out their missions effectively.

CONSEQUENCE OF NEGATIVE ACTION:
If the board does not vote in favor, the Contra Costa County Search and Rescue team will miss out on the monetary donation and the chance to purchase additional desired equipment.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4213 **Agenda Date:** 10/7/2025 **Agenda #:** C.165.

To: Board of Directors

From: David O. Livingston, Sheriff-Coroner

Report Title: Magnet Forensics, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Magnet Forensics, LLC for the use of the Axiom software in the Office of the Sheriff Investigations Division, in an amount not to exceed $20,160, for the period November 25, 2025 through November 24, 2026.

FISCAL IMPACT:
Approval of this request will result in up to $20,160 in contractual service expenditures and will be funded 100% by the General Fund.

BACKGROUND:
Magnet Forensics, LLC, a technology company, plays a crucial role in law enforcement operations. Magnet Forensics, LLC's AXIOM software is the primary digital forensic software for parsing data extracted from phones, computers, tablets, the Cloud and media storage. In addition, this is the only software the Office of the Sheriff can use to parse data from Cloud search warrant returns, such as Facebook, Snapchat, Instagram, Google, Discord and Apple. The AXIOM software is also the primary tool used to generate forensic reports regarding artifacts of interest (evidentiary artifacts) for all cases ranging from Child Sexual Abuse Material (CSAM) to Homicide, and it is the preferred software for presentation of Digital Forensics and Incident Response (DFIR) evidentiary data to Prosecutors and Investigators. The Office of the Sheriff's On-Scene Digital Forensics and Incident Response (DFIR) and Triage capabilities during search warrants assist agencies throughout the Bay Area. The digital forensics tools, especially the Axiom licenses software, are a mission critical to the Office of the Sheriff. The Axiom software is used as the primary digital forensic software by the Office of the Sheriff for parsing data and to generate forensic reports regarding evidentiary artifacts.

The End User License Agreement includes a limitation of liability and indemnification from the County to Magnet Forensics, LLC.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff will not have access to significant software upgrades to

the Axiom forensic software, which would result in less forensic artifacts the Office of the Sheriff can parse out from acquired data and the inability to process search warrant returns from Cloud service providers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4214 **Agenda Date:** 10/7/2025 **Agenda #:** C.166.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: LexisNexis, a division of RELX Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with LexisNexis, a division of RELX Inc., in an amount not to exceed $30,600, and ACCEPT a Master Prison Solutions Agreement to facilitate access to the courts law services for inmates confined in the Contra Costa County Office of the Sheriff Detention Facilities, for the period November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this request will result in up to $30,600 in contractual service expenditures over a 3-year period and will be funded 100% by the General Fund.

BACKGROUND:
The Contra Costa County Court is currently contracted with Legal Research Associates (LRA) to provide legal materials to inmates in the Office of the Sheriff Detention Facilities, including West County Detention Facility, Martinez Detention Facility and Marsh Creek Detention Facility. LRA cannot renew their contract as they are not in compliance with County Purchasing requirements. LexisNexis offers all required materials to individuals in custody and will also provide immediate access on the tablets. This transition from a manual process to an electronic will be more cost effective for the Office of the Sheriff and will make it easier for inmates to access the materials.

The Master Prison Solutions Agreement includes a limitation of liability and indemnification from the County to LexisNexis, a division of RELX Inc.

CONSEQUENCE OF NEGATIVE ACTION:
Per the Board of State and Community Corrections (BSCC), the County is required to offer legal resource materials to inmates within the Office of the Sheriff Detention Facilities. If the Board does not approve, the Office of the Sheriff will be unable to offer these services as the current contractor is not in compliance with County Purchasing requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4215 **Agenda Date:** 10/7/2025 **Agenda #:** C.167.

To: Board of Directors

From: David O. Livingston, Sheriff-Coroner

Report Title: Professional Accounts Management, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Professional Accounts Management, LLC for a web-based software to be used by the Office of the Sheriff for the receival and processing of autonomous parking citations, at no cost to the County, for the period October 1, 2025 through June 30, 2026.

FISCAL IMPACT:
There is no fiscal impact. AC Transit will cover the cost of the contract.

BACKGROUND:
AC Transit contracts with Contra Costa County Office of the Sheriff for police services. Duncan Solutions, which operates under Professional Accounts Management, LLC, is a web-based software used by AC Transit to receive and process autonomous parking citations. Once the citations are received, they are transmitted by Hayden AI for AC Transit's transportation fleet. AC Transit recently installed Hayden AI autonomous cameras as an added safety barrier for AC Transit bus operators and passengers that locate illegally parked or moving vehicles along a bus route which pose a hazard.

This technology will involve the processing, billing, registration data acquisition, servicing, and/or collecting of fines, penalties, and fees in connection with the issuance of citations for parking violations at AC Transit bus stops and designated bus lanes throughout Western Contra Costa County.

The department is seeking approval of this contract, at the request of AC Transit, to help improve and increase safety measures to the public and bus operators.

The Master Services Agreements includes a limitation of liability and indemnification from the County to Professional Accounts Management, LLC.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve this service in connection to the issuance of citations for parking violations at AC

Transit bus stops and designated bus lanes throughout Western Contra Costa County, AC Transit bus operators and the public may continue to see a rise in traffic collisions. It will also impede the efficiency of the Office of the Sheriff AC Transit Police Services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-343 **Agenda Date:** 10/7/2025 **Agenda #:** C.168.

To: **Board of Supervisors**

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: ADOPT Resolution authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code ("R&T") §3698, as recommended by the Treasurer-Tax Collector.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code ("R&T") §3698, as recommended by the Treasurer-Tax Collector.

FISCAL IMPACT:

All costs will be recovered from the proceeds of the sale. Property or property interests that have been offered for sale at least once and where no acceptable bids have been received at the minimum price, the tax collector may offer that same property or those interests at the same or next scheduled sale at a minimum price that may be less than the amount of defaulted taxes, delinquent and redemption penalties as specified in R&T §3698.5(a)(1). Should the final selling price at public auction be less than the amount as specified in R&T §3698.5(a)(1), proceeds shall be distributed as specified in R&T §4673.1 & R&T §4674 and any remaining balance to satisfy the amounts as specified in R&T §3698.5(a)(1) may be transferred from the Tax Loss Reserve Fund. (R&T §4703.2(c).)

BACKGROUND:

The Treasurer-Tax Collector has the authority to sell residential property that has been tax-defaulted property for five or more years and nonresidential commercial property that has been tax-defaulted for three or more years (R&T §3691). All or any portion of such property may be offered for sale, without regard to its boundaries (R&T § 3691). The purpose of the sale is to collect unpaid taxes. Generally, offering a tax-defaulted property for sale achieves such purpose, either by collecting the unpaid taxes from the proceeds of the sale or through redemption by the assessee.

Written approval of the Board of Supervisors (R&T §§3694 and 3698) is required to sell property at public auction (R&T §3692) to the highest bidder at the time and place fixed for sale (R&T §3706).

Any parcel remaining unsold may be reoffered within a 90-day period and any new parties of interest shall be notified in accordance with R&T § 3701 (R&T § 3692).

Any person or entity, including cities, taxing agencies, revenue districts and the State may purchase property at a public auction (R&T §§3691 and 3705). The only exception to eligible purchasers is the Treasurer-Tax Collector, who conducts the sale, or his/her employees (California Government Code §1090).

If a parcel is redeemed before the close of business on the last business day prior to the date of sale, the power to sell is automatically nullified and the parcel will be withdrawn from the sale (R&T §§ 3707, 4101 and 4112). If a parcel is redeemed within 90 days of the scheduled sale, $150 will be collected to reimburse the County for costs incurred in preparing to conduct the sale (R&T §4112).

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the annual Treasurer-Tax Collector's tax-defaulted public auction will not proceed, and property taxes will not be collected.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

WHEREAS, the Board, pursuant to section 3698 of the Revenue and Taxation Code, having been notified by the County Treasurer-Tax Collector of his intent to sell certain tax-defaulted property at public auction and having been provided with a description and minimum purchase price for which each will be sold, and the notice of intended sale, in compliance with Revenue and Taxation Code section 3704, of the aforementioned properties be posted or published in accordance with sections 3702 and 3703 of the California Revenue and Taxation Code.

WHEREAS, the Board, pursuant to section 3692 (e) of the Revenue and Taxation Code, having been notified by the County Treasurer-Tax Collector that any parcel remaining unsold may be reoffered within a 90-day period and any new parties of interest shall be notified in accordance with section 3701 of the Revenue and

Taxation Code.

NOW, THEREFORE, BE IT RESOLVED that:

1. The County Treasurer-Tax Collector's proposed sale of tax-defaulted properties listed in Exhibit A attached hereto and made a part hereof, at or above the minimum price indicated, is APPROVED pursuant to section 3698 of the Revenue and Taxation Code.
2. The notice of intended sale be posted or published in accordance with sections 3702 and 3703 of the Revenue and Taxation Code.
3. Any parcel remaining unsold may be reoffered within a 90-day period and any new parties of interest shall be notified in accordance with section 3701 of the Revenue and Taxation Code.

WITH APPROVAL OF THE BOARD OF SUPERVISORS, BY RESOLUTION 2025/XXX DATED OCTOBER 07, 2025
THE PROPERTY LISTED BELOW WILL BE OFFERED FOR SALE
AT PUBLIC AUCTION ON 25 FEBRUARY 2026

Item #	Assessor's Parcel Number (APN) Assessee(s)	Minimum Bid Amount	Default Number Power to Sell Notice Rec. #
1	549-140-016-3	15,400	2016-02350
	MCCRAY ANTHONY G SR & CORA L		2025-0085664
2	549-140-017-1	13,000	2016-02351
	MCCRAY CORA LEE		2025-0085567
3	513-403-008-8	24,300	2017-02348
	HIDALGO JUAN & OTILIA		2025-0085665
4	513-062-001-5	29,700	2017-02441
	BLACKMORE CLARK L SR		2025-0085663
5	550-062-005-8	18,500	2017-02614
	FIRST REPUBLIC REAL ESTATE GENE SMITH		2025-0085672
6	074-351-037-2	11,400	2018-00505
	REDMON LONDELL		2025-0085673
7	074-430-007-0	17,700	2018-00515
	JONES JESSIE FAYE NELSON ERIC		2025-0085674
8	126-083-011-0	135,200	2018-01058
	MARGINAL PROPERTIES-CONCORD BRENT NICHOLSON		2025-0085675
9	126-083-012-8	145,000	2018-01059
	MARGINAL PROPERTIES-CONCORD BRENT NICHOLSON		2025-0085677
10	126-083-013-6	447,700	2018-01060
	MARGINAL PROPERTIES-CONCORD BRENT NICHOLSON		2028-0085676
11	550-152-001-8	29,600	2018-02445
	JONES W MARCEL JR		2025-0085666
12	004-020-043-8	27,500	2018-04067
	CHARLTON RANDOLPH		2025-0085679
13	418-112-038-9	21,900	2018-04842
	TSAI SHAW C		2025-0085963
14	076-404-017-6	8,600	2019-00083
	MIRELES DALIA HERNANDEZ JOSE A V		2025-0085680
15	076-405-009-2	45,000	2019-00084
	WILLIAMS DEMONTA		2025-0085681
16	055-040-001-4	108,800	2019-00112
	MCKAY STEVE L MCKAY SHARON		2025-0085682
17	053-191-007-3	9,200	2019-00217
	OLIVER DARRELL		2025-0085683
18	071-262-005-3	30,300	2019-00384
	SMITH GEOFFRY L		2025-0085684
19	074-351-044-8	5,700	2019-00456
	AHMED HATEM		2025-0085685
20	051-200-039-9	143,700	2019-00519
	MANSOURI CATHARINA J DEKORVER MANSOURI WERNER		2025-0085686
21	111-064-002-4	79,200	2019-00647
	LOVELL KEITH BRYAN EST OF		2025-0085687
22	130-210-041-5	66,000	2019-00896
	NOOR ISLAMIC & CULTURAL COMM		2025-0085688
23	112-135-011-8	82,200	2019-01024
	ODUMAKINDE ELIZABETH ADEBOBOLA		2025-0085689
24	112-135-012-6	33,300	2019-01025
	ODUMAKINDE IMAGING LLC ELIZABETH ODUMAKINDE		2025-0085690
25	504-262-005-3	113,500	2019-01100
	COYNE MICHAELA		2025-0085691
26	505-153-019-3	120,100	2019-01108
	TERANOMIC SOFTWARE		2025-0085692
27	505-303-021-8	185,800	2019-01118
	ARCHIBALD RACHEL C		2025-0085693

WITH APPROVAL OF THE BOARD OF SUPERVISORS, BY RESOLUTION 2025/XXX DATED OCTOBER 07, 2025
THE PROPERTY LISTED BELOW WILL BE OFFERED FOR SALE
AT PUBLIC AUCTION ON 25 FEBRUARY 2026

Item #	Assessor's Parcel Number (APN) Assessee(s)	Minimum Bid Amount	Default Number Power to Sell Notice Rec. #
28	510-027-013-0	34,900	2019-01129
	MILANY HOUSHANG		2025-0085667
29	503-122-016-2	134,400	2019-01139
	LEE PHILIP M & JUDY L TRE		
	CPTS		2025-0085668
30	376-082-002-1	5,600	2019-01349
	MT VIEW IMPROVEMENT ASSN		2025-0085694
31	376-280-023-7	4,400	2019-01355
	MT VIEW IMPROVEMENT ASSN		2025-0085695
32	376-280-024-5	26,400	2019-01356
	MT VIEW IMPROVEMENT ASSN		2025-0085696
33	073-104-009-3	34,800	2019-01599
	ARIAS RAUL		2025-0085697
34	085-043-007-5	18,900	2019-01617
	GREER WILLIE		2025-0085698
35	085-130-115-0	9,600	2019-01621
	CAPUPUS VIRGILIO & PRIMROSE		2025-0085699
37	087-113-014-2	43,000	2019-01674
	GREEN BUILDERS A45 LLC		
	KEVIN LEE		2025-0085701
38	087-114-011-7	32,800	2019-01675
	GREEN BUILDERS A45 LLC		2025-0085702
39	087-114-012-5	33,400	2019-01676
	GREEN BUILDERS LLC		2025-0085703
40	091-260-003-8	20,400	2019-01777
	DASS AZHAR E & GLORIA N		2025-0085704
41	516-201-002-8	43,100	2019-01861
	FUJISE JEAN		
	REUSS FRANK & YUKIE		2025-0085669
42	517-050-021-8	82,800	2019-01864
	EDWARDS MARILYN J EST OF		
	ABELSON LAW GROUP		2025-0085670
43	528-060-010-6	104,500	2019-01928
	LOK AN AN CONNIE		2025-0085705
44	508-111-005-7	39,700	2019-02012
	ROWELL EDWARD A TRE		2025-0085706
45	408-033-017-0	11,800	2019-02055
	HART BETTY J		
	HART ALBERT		2025-0085707
46	520-131-016-5	98,400	2019-02132
	BREINING CHRISTOPHER P		2025-0085708
47	538-070-027-7	40,800	2019-02167
	BROWN BARBARA G		
	LS-TIF ASWAD MURIGIR ABDUL		2025-0085709
48	509-260-011-2	33,900	2019-02197
	BATTISTE HUEY P & GLORIA L		2025-0085710
49	534-032-021-6	24,700	2019-02240
	SINGH RAJESHWAR		2025-0085711
50	561-232-003-5	15,200	2019-02263
	SINGH RAJESHWAR		2025-0085712
51	515-282-001-4	168,000	2019-02282
	BERMUDEZ IGNACIO & ROSA		2025-0085989
52	514-260-023-7	29,100	2019-02334
	MARTINEZ EULALIO D & LENA		2025-0085989
53	534-291-016-2	42,500	2019-02382
	CHAVEZ JAIME R		2025-0085991
54	538-050-008-1	27,600	2019-02396
	LOBATO JOHNNY DAVID		2025-0085992
55	540-220-025-6	3,100	2019-02428
	PERRYMAN KAREN		
	BROWNING DELL B & CLEO		2025-0085993
56	540-260-030-7	314,800	2019-02431
	VU HUNG QUOC		2025-0085994
57	544-031-018-2	23,600	2019-02445

WITH APPROVAL OF THE BOARD OF SUPERVISORS, BY RESOLUTION 2025/XXX DATED OCTOBER 07, 2025
THE PROPERTY LISTED BELOW WILL BE OFFERED FOR SALE
AT PUBLIC AUCTION ON 25 FEBRUARY 2026

Item #	Assessor's Parcel Number (APN) Assessee(s)	Minimum Bid Amount	Default Number Power to Sell Notice Rec. #
	WARD ROBBIE		2025-0085995
58	544-212-011-8	116,300	2019-02464
	OLDEN DORIS BROWN LEONARD EDWARD		2025-0085996
59	550-191-007-8	66,500	2019-02502
	BROWN MARY TRE		2025-0085997
60	550-192-023-4	30,400	2019-02506
	DELEON ABIGAIL ROELI		2025-0085998
61	016-550-013-3	71,300	2019-02973
	DECARLO NICOLE		2025-0085999
62	017-640-054-7	46,400	2019-03042
	PULTE HOME CORPORATION DANIEL J CARROLL		2025-0086000
63	420-220-035-0	10,000	2019-03069
	KANG GINA		2025-0086033
64	411-047-007-9	2,000	2019-03107
	CITADEL/PRAISE BAPTIST CHURCH		2025-0086049
65	417-300-006-0	11,700	2019-03144
	ESKRIDGE SONJA TRE		2025-0086001
66	127-013-010-5	15,000	2019-03232
	VELACRUZ ALVIN F & MARY ANN L		2025-0086002
67	149-197-009-9	62,300	2019-03246
	BAPTISTA GAIL F JEFF GRAHAM		2025-0086003
68	119-553-006-6	21,700	2019-03350
	FERRARIS CHRISTOPHER & ANNA		2025-0086004
69	251-050-028-9	102,100	2019-03458
	CHIARELLO RONALD & LYNN		2025-0086005
70	206-020-059-5	135,000	2019-03608
	TASSAJARA DANVILLE LLC		2025-0086006
71	216-110-084-3	113,300	2019-03648
	MCALPINE ELIZABETH		2025-0086007
72	195-061-013-7	34,200	2019-03651
	QUIZON GEORGE A		2025-0086008
73	269-132-002-8	11,200	2019-03939
	WILTERMOOD KATHLEEN L TRE		2025-0086009
74	035-600-082-8	46,600	2019-04021
	CLANCY LINDA SUE		2025-0086010
75	034-140-014-1	23,700	2019-04063
	ARENDS DAVID N		2025-0086011
76	033-080-007-9	27,100	2019-04140
	ROBELLO ALLYSON		2025-0086012
78	041-062-004-1	91,400	2019-04172
	MANSOURI CATHARINA J DEKORVER MANSOURI WERNER		2025-0086014
79	011-200-010-4	57,000	2019-04206
	CORDOVA JORGE RAFAEL		2025-0086015
80	354-132-011-9	54,000	2019-04314
	BURMEISTER JEREMY ALAN		2025-0086016
81	357-111-009-1	25,800	2019-04374
	JOHNSON DAVID E		2025-0086017
82	220-620-012-9	153,700	2019-04498
	ZHANG SHAN		2025-0086018
83	093-191-002-0	10,900	2019-04697
	SINGH RAJESHWAR		2025-0086019
84	096-050-010-6	31,300	2019-04733
	LINZMEIER DONALD L EST OF DANIEL R LINZMEIER		2025-0086020
85	118-050-021-5	119,800	2019-04797
	RYAN ALLEN JAMES HEBERT VICTORIA L		2025-0086021
86	125-163-009-9	18,000	2019-04835
	LAINER WALTER W & MYRTLE J TRE		2025-0086022
87	030-030-028-2	13,800	2019-04855

WITH APPROVAL OF THE BOARD OF SUPERVISORS, BY RESOLUTION 2025/XXX DATED OCTOBER 07, 2025
THE PROPERTY LISTED BELOW WILL BE OFFERED FOR SALE
AT PUBLIC AUCTION ON 25 FEBRUARY 2026

Item #	Assessor's Parcel Number (APN) Assessee(s)	Minimum Bid Amount	Default Number Power to Sell Notice Rec. #
	STEPHENS THEODORE J MARROQUIN ELIZABETH E		2025-0086023
88	032-181-006-1	36,400	2019-04889
	WATKINS R L EST OF ALEJANDRO I GARIBAY		2025-0086024
89	425-013-022-8	92,500	2019-04971
	LV INVESTMENT INC		2025-0086025
90	426-121-020-9	72,900	2019-04993
	BLACK ROCK R/E INVESTMENTS LLC		2025-0086026
91	405-204-005-4	86,600	2019-05063
	GONZALEZ JEANNE E		2025-0086027
92	521-210-012-6	50,900	2019-05093
	MOORHEAD MARGARET E TRE		2025-0086028
93	573-093-005-3	186,900	2019-05124
	SABBAH JOSHUA TRE		2025-0086029
94	409-172-019-5	35,400	2019-05137
	NRLD OZ FUND LLC		2025-0086030
95	409-261-005-6	10,700	2019-05151
	WEBB OSCAR LEE & MARTHA D		2025-0086031
96	416-052-020-3	33,000	2019-05188
	OLLANO MARIA C TRE		2025-0086032
97	404-430-115-0	177,900	2009-02212
	FRAZIER ALISA		2015-0167574
98	273-200-042-3	68,700	2014-04559
	VASEY MICHELLE M		2020-0196215

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

IN THE MATTER OF Sale of Tax-Defaulted Property by the County Tax Collector

WHEREAS, the Board, pursuant to §3698 of the Revenue and Taxation code, having been notified by the County Tax Collector of his intent to sell certain tax-defaulted property at public auction and having been provided with a description and minimum purchase price for which each will be sold, and the notice of intended sale of the aforementioned properties be posted or published in accordance with §3702 and §3703 of the California Revenue and Taxation Code.

NOW, THEREFORE, BE IT RESOLVED by the Board that the County Tax Collector's proposed sale of tax defaulted properties listed in Exhibit A attached hereto and made a part hereof, at or above the minimum price indicated is APPROVED pursuant to §3698 of the Revenue and Taxation Code, and the notice of intended sale be posted or published in accordance with §3702 and §3703 of the Revenue and Taxation Code.

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is dated as August 18, 2025, (the "Effective Date") and is between, on the one hand, Colony Park Town House Association ("Licensor") and, on the other hand, the Hookston Station Parties, which include Union Pacific Railroad Company; Contra Costa County; and the Helix Family Trust (collectively, "Licensee").

RECITALS

A. Licensor owns certain real property (assessor parcel number 140-340-039) located at Bancroft Road in Concord, California (the "Property").

B. Pursuant to the California Regional Water Quality Control Board for the San Francisco Bay Region ("Water Board") Order No. R2-2023-0015, dated 29 September 2023 (the "Directive"), and *Conditional Approval of Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station, 228 Hookston Road, Pleasant Hill, Contra Costa County*, dated 5 June 2024 (the "RDIP Approval"), the Water Board has ordered the remedial action monitoring, well installation, sampling, and future well destruction (the "Remedial Action Monitoring") being undertaken on or about the Hookston Station site located at 228 Hookston Road in Pleasant Hill, California, which is located immediately west of the Property.

C. The Remedial Action Monitoring includes well installation, sampling, routine maintenance, and future well destruction of three monitoring wells. The scope of work was proposed in *Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station Site, Pleasant Hill, California,* dated 28 December 2023 (the "RDIP"), which was approved by the Water Board on 5 June 2024.

D. The parties intend to enter into this Agreement to allow the Licensee Parties (as defined below) access to the Property for the purpose of conducting Remedial Action Monitoring activities in accordance with the RDIP. The mid-plume monitoring wells (MW-48A, MW-48B, and MW-48C) initially proposed in the RDIP were to be located along the sidewalk on Bancroft Road. However, due to conflicts with existing utilities, the locations of these three monitoring wells have been adjusted to the east and are now proposed to be installed within the privately owned parking area, as illustrated in Exhibit A.

The parties, therefore, agree as follows:

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AGREEMENT

1. GRANT OF LICENSE

Licensor hereby grants a nonexclusive, irrevocable license, as of the Effective Date, to Licensee and its authorized agents, employees, contractors, consultants, including Environmental Resources Management, Inc., and its contractors, and any governmental agency (collectively, "Licensee Parties") to enter the Property solely to perform the Remedial Action Monitoring activities associated with the RDIP, Directive, and/or RDIP Approval (collectively, "Licensee Parties' Activities").

2. TERM OF USE

A. COMMENCEMENT

As of the Effective Date, Licensee Parties shall have the right to immediately access the Property to perform Licensee Parties' Activities subject to the terms of this Agreement.

B. NOTIFICATION

Licensee Parties shall notify Licensor at least twenty-four (24) hours prior to entering the Property to allow Licensor's representatives to be present to observe Licensee Parties' Activities, and to ensure the safety of the Property and Licensee's compliance with the terms and conditions of this Agreement. Where Licensee Parties' Activities will continue over a period of several days, Licensee Parties shall provide Licensor with a schedule of activities for such period and no further notice concerning those activities shall be required.

C. PERIOD OF USE

Once installed, the groundwater monitoring wells shall remain on the Property for a period of five (5) years, or until the Water Board approves the cessation of sampling and the removal of the wells, whichever is later (the "Period of Use"). The Period of Use includes the period of time during which the Licensee is ordered by the Water Board to perform Licensee Parties' Activities on the Property, including, but not limited to, Remedial Action Monitoring at the groundwater monitoring wells on a routine (e.g. quarterly to semiannually) basis, as required by the Water Board.

This License Agreement shall terminate and have no further force and effect upon the conclusion of the Period of Use.

3. COMPLETION OF LICENSEE PARTIES' ACTIVITIES

A. RESTORATION OF PROPERTY

Upon completion of the Licensee Parties' Activities, Licensee Parties shall, at their sole cost and expense, remove all of Licensee Parties' personal property and restore the surface of the

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Property, as nearly as possible, to the condition that existed prior to Licensee Parties' entry hereunder. In the event Licensee Parties fail to remove Licensee Parties' personal property or restore the surface of the Property, Licensor may elect, after first providing written notice to Licensee Parties of such election and providing Licensee Parties with a reasonably practicable time to cure such non-performance, to remove Licensee Parties' personal property, restore the surface of the Property, and seek to recover the costs and expenses therefore from Licensee Parties.

B. PREPARATION OF AS-BUILT DOCUMENTATION

When the installation of the groundwater monitoring wells on the Property is complete, Licensee Parties shall, at their sole cost and expense, prepare and submit to Licensor as-built drawings depicting the location and construction details of the groundwater monitoring wells installed on the Property.

4. LICENSEE PARTIES' CONDUCT ON THE PROPERTY

A. RISK OF USE

Licensee Parties shall use the Property at their sole risk.

B. COMPLIANCE WITH LAWS

Licensee Parties shall comply with all local, state, and federal laws, regulations, rules, and orders that pertain or are applicable to Licensee Parties' Activities, including but not limited to those laws, whether existing as of the Effective Date or enacted thereafter, that relate to the use, storage, handling, treatment, or disposal of hazardous substances, materials or wastes, and those that relate to health, safety, noise, environmental protection, air quality, or water quality.

5. OTHER REQUIREMENTS

A. SUBMISSION OF REPORTS

Licensee Parties shall provide Licensor with copies of the results of analytical tests, photographs, geological logs, and reports (electronic or similar) submitted to governmental agencies relating to Licensee Parties' Activities on the Property.

B. LICENSOR'S ACCESS

Licensor and its members and other occupants of the Property shall, at all times, have access to the Property and to the specific locations on which Licensee Parties' Activities are conducted. Licensor shall not interfere and shall cause its members and other occupants of the Property to not interfere with any of Licensee Parties' Activities on the Property. Licensor may take split samples of any air, soil, or groundwater at its sole discretion and expense, in the event Licensee Parties' Activities include the collection of such samples. Following completion of the installation of the groundwater monitoring wells on the Property, Licensor shall not conduct and

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shall cause its members and other occupants of the Property to not conduct any activities on the Property that may interfere with, disturb, damage, destroy, or remove any portion of the groundwater monitoring wells installed on the Property without the express written consent of Licensee and the Water Board and/or other governmental agency exercising jurisdiction over the groundwater monitoring wells on the Property.

6. INSURANCE

Licensee Parties' consultants and contractors shall obtain and maintain, or cause to be obtained and maintained, at its sole cost and expense during the periods in which Licensee Parties are conducting Licensee Parties' Activities on the Property: (a) Commercial General Liability insurance, providing bodily injury and property damage coverage, with a combined single limit of not less than $1,000,000 per occurrence and not less than $1,000,000 in the aggregate; (b) Auto Liability insurance covering owned, non-owned, and hired vehicles, providing bodily injury and property damage coverage, with a combined single limit of not less than $1,000,000 per occurrence; and (c) Worker's Compensation insurance with limits as required by statute. For the Licensee of Mary Lou Helix, all of the aforesaid policies shall name the Licensor as a named additional insured and provide that said insurance shall not be cancelled unless thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall have been given to Licensor. These Licensees shall provide Licensor with proof of said additional insured endorsement upon request. Union Pacific Railroad Company and Contra Costa County self-fund their liability exposures and can provide their certificate of self-insurance that reflects the self-funded retention levels maintained for each liability program. Union Pacific Railroad Company and Contra Costa County shall provide Licensor with proof of additional covered party upon request.

7. LIENS

Licensee shall keep the Property, and any part thereof, free and clear of all mechanics', materialmens', contractors', or subcontractors' liens arising from, or any claim for damage arising out of, Licensee Parties' Activities.

8. NOTICES

All notices required herein may be given or sent by telephone call, voicemail message, United States mail, nationally recognized overnight courier service, or such other method as the parties may agree upon (except that any notice required to be in writing must be in writing), and shall be directed as follows:

To Licensor:

Colony Park Town House Association
P.O. Box 2384
Pleasant Hill, CA 94523

With a copy to:

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Homeowners Management Company, LLC
Attn: Suzy Stein
2151 Salvio Street, Suite 250
Concord, CA 94520

To Licensee Parties:

Scott Selken
Senior Manager Environmental Site Remediation
Union Pacific Railroad Company
14 Douglas Street STOP 1030
Omaha, NE 68179
(402) 544-4159

Robert C. Bylsma, Esq.
Law Department
Union Pacific Railroad Company
24125 Aldine Westfield Road
Spring, TX 77373
(916) 789-6229

Marilu Elliot
1102 Northridge Court
Concord, CA 94518

Lilia Bulgucheva
Weston Law Group
4115 Blackhawk Plaza Cir, Suite 100
Danville, CA 94506
(925) 362-3120

Contra Costa County
Department of Conservation and Development
Attn: Ryan Hernandez
30 Muir Road
Martinez, CA 94553

Contra Costa County
County Council Office
Attn: Kate Andrus
30 Muir Road
Martinez, CA 94553

Any party may change its designated address by providing written notice thereof to each of the other parties to this Agreement.

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9. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

This Agreement is binding upon all successors and assigns of the parties.

10. NO ADMISSION

Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

11. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents to the other that it has the authority to enter into this Agreement.

12. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and when so executed, shall constitute one agreement that shall be binding upon all parties hereto, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page. An electronic copy of a signature page shall bind the executing party and represent that the original signed document is in that party's possession or control. The parties shall exchange original signed signature pages upon reasonable demand.

13. INDEMNIFICATION

To the maximum extent permitted by law, Licensee shall indemnify, defend and hold harmless the Licensor from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising from or related to any and all claims for any property damage, personal injury or death to the extent caused by Licensee, its contractors, subcontractors arising from or related to the Licensee Parties' Activities.

14. ATTORNEY'S FEES

If either party becomes involved in litigation or arbitration arising out of this Agreement or the performance thereof, the prevailing party in such proceeding shall be awarded its reasonable costs and expenses, including attorneys' and experts' fees. In awarding attorneys' fees, the court or arbitrator shall not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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THIS AGREEMENT is executed by the parties hereto as of the day and year first set forth above.

Licensor:

Colony Park Townhouse Association

Signed by:
By: Mickey Ryan
FF31ABAB3D18471...
Name: Mickey Ryan

Licensee:

UNION PACIFIC RAILROAD COMPANY

DocuSigned by:
By:
3E33629CC1CF4C0...
Name: SCOTT SELKEN
Title: Senior Manager Site Remediation

Helix Family Trust

DocuSigned by:
By: Marilu Elliott
AE32BC2992CE42F...
Name: Marilu Elliott
Title: Property Manager

CONTRA COSTA COUNTY

DocuSigned by:
By: John Kopchik
64E88BFF3D3449A...
John Kopchik
Director, Department of Conservation and Development

Docusign Envelope ID: E3A0588E-AFF7-47A2-BE12-DCD833E74354

M:\US\Projects\S-U\Union_Pac\0113680_Hookston\ArcMaps\Injection\ExhibitA_MidPlume.mxd

Created By: G.S. Date: 7/29/2025 Project: 0113680

Source: NAD 1983 StatePlane California III FIPS 0403 Feet



Legend

- Proposed A Zone Monitoring Well
- Proposed A2 Zone Monitoring Well
- Proposed B Zone Monitoring Well
- Proposed A Zone Injection Well
- Proposed B Zone Injection Well
- A-Zone Monitoring Well
- A2-Zone Monitoring Well
- B-Zone Monitoring Well
- Overhead/Communications line
- Electrical Line
- Gas Line
- Irrigation Line
- Other Water Line
- Sewer Line
- Storm Drain Line
- Water Main Line

Exhibit A
Proposed Monitoring Wells
Mid-Plume Treatment Area
Hookston Station
Pleasant Hill, California

Environmental Resources Management
www.erm.com