# **CONTRA COSTA COUNTY**

Administration Building | 1025 Escobar St., Martinez



# **AGENDA**

Tuesday, September 9, 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. Inspirational Thought- Remembering 9/11

"If we learn nothing else from this tragedy, we learn that life is short and there is no time for hate."
—Sandy Dahl, wife of Flight 93 pilot Jason Dahl

4. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.199 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.

### 5. PRESENTATIONS

- PR.1 PRESENTATION recognizing September 2025 as National Recovery Month. (Supervisor Carlson)
- PR.2 PRESENTATION recognizing September 2025 as National Emergency Management Awareness Month. (Rick Kovar, Office of Emergency Services Manager)
- PR.3 PRESENTATION recognizing September 2025 as Workforce Development Month. (Marla Stuart, Employment and Human Services Director)

### 6. DISCUSSION ITEMS

**D.1.** HEARING to consider adopting Resolution No. 2025-280 for new rates and charges for the Buchanan Field and Byron Airports. (Greg Baer, Airports Director)

Attachments: Exhibit A Rates and Charges Effective 10.1.25

D.2. CONSIDER authorizing the County Administrator, or designee, to approve rates and the County's contributions for insurance with the NonPERS Medical, Dental, Vision, Computer Vision Care Program and Life Insurance Plan carriers for the period of January 1, 2026, to December 31, 2026. (Anthony Phillip, Human Resources Department)

Attachments: 2026 NonPERS Renewal Rates Attachment 1

2026 Draft Rate Sheet Attachment 2

- D.3 CONSIDER consent item previously removed.
- D.4 PUBLIC COMMENT (2 Minutes/Speaker)
- D.5 CONSIDER reports of Board members.
- 7. ADJOURN in memory of Ron Nunn, Brentwood resident; and Douglas Dunn, Mental Health Commission member
- 8. CONSENT CALENDAR

## **Airport**

**C.1.** 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 KSA Engineers, to extend the contract from October 31, 2025, to June 30, 2026, and to update the hourly rates. (100% Airport Enterprise Fund).

**Attachments:** KSA CSA Amendment 2

### Agriculture/Weights and Measures

C.2. APPROVE the 2024 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture. (No fiscal impact)

**Attachments:** 2024 Crop Report

#### Assessor

C.3. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Assessor, a purchase order with Tyler Technologies, Inc., in the amount of \$213,450 for the renewal of maintenance and support of the AES Rapid 2000 computer automated appraisal system for the period of August 1, 2025 through July 31, 2026. (100% AB589 Property Tax Administration Program Funds)

Attachments: Tyler Tech Invoice 2025-2026

#### **Auditor-Controller**

C.4. ADOPT the fiscal year 2025-26 secured property tax rate, AUTHORIZE the levy of these rates against the taxable secured property within the County, as recommended by the Auditor-Controller.

Attachments: Exhibit A.pdf
Exhibit B.pdf

## **Board of Supervisors**

C.5. ACCEPT Board members meeting reports for July 2025. 25-3533

Attachments: District III July-2025 report.pdf
District IV July 2025 report.pdf

#### Clerk of the Board

- C.6. ADOPT Resolution No. 2025-281 proclaiming the Month of September, 2025 as National Recovery Month in Contra Costa County, as recommended by Supervisor Carlson.

  RES

  2025-281
- C.7. ADOPT Resolution No. 2025-282 proclaiming September 2025 as
  Workforce Development Month in Contra Costa County, as
  recommended by the Employment and Human Services Director.

  RES
  2025-282
- C.8. ADOPT Resolution No. 2025-283 recognizing the 75th Anniversary of Family Medicine Residency Program, as recommended by Supervisor Andersen.

  RES
  2025-283
- C.9. ADOPT Resolution No. 2025-284 honoring the Legacy of Hawaiian Spaniards and Recognizing the Academic & Cultural Conference Celebrating their Contributions, as recommended by Supervisor Andersen.
- C.10. ADOPT Resolution No. 2025-285 proclaiming September 2025 as Intergenerational Month in Contra Costa County, as recommended by the Employment and Human Services Director.

  RES
  2025-285

C.11.	ADOPT Resolution No. 2025-286 proclaiming September 2025 as National Emergency Preparedness Month in Contra Costa County, as recommended by the Sheriff-Coroner.	<u>RES</u> 2025-286
C.12.	ADOPT Resolution No. 2025-287 recognizing the life of Ron Nunn, for his enduring spirit and contributions to Brentwood and Contra Costa County, as recommended by Supervisor Burgis.	<u>RES</u> 2025-287
C.13.	ADOPT Resolution No. 2025-288 recognizing the 50th Anniversary of the El Cerrito Historical Society, as recommended by Supervisor Gioia.	<u>RES</u> 2025-288
C.14.	ACCEPT the resignation of Warren Ritter, DECLARE a vacancy in the District V Alternate Seat on the Measure X Community Advisory Board for a term ending on December 31, 2026, and DIRECT the Clerk of the Board to post the vacancy.	<u>25-3534</u>
C.15.	ACCEPT the resignation of Heather Chaput, effective immediately; DECLARE a vacancy in the Appointee 3 Seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, for a term ending December 31, 2028, as recommended by Supervisor Andersen.	<u>25-3535</u>
C.16.	ACCEPT the resignation of Christine Chartier effective immediately; DECLARE a vacancy in the Secretary & Community Liaison Commissioner Seat on the Diablo Municipal Advisory Council; and DIRECT the Clerk of the Board to post the vacancy, for a term ending December 31, 2026, as recommended by Supervisor Andersen.	<u>25-3536</u>
C.17.	APPOINT Steven Freshman to the Alamo-Danville local seat with a term expiring September 30, 2025 on the Advisory Council on Aging, as recommended by the Family and Human Services Committee.	<u>25-3537</u>
	Attachments: Steven Freshman ACOA Application 7.2.2025 Redacted ACOA Roster for FHS.pdf	
C.18.	APPOINT Shawn Garcia to Pacheco Seat #1 (B1), Gwyneth Gilkey to Unincorporated Vine Hill/Martinez Seat #2 (C2), and Jason Steinburg to Clyde Seat #1 (A1) to the Marathon Community Benefits Agreement Review Panel for terms ending August 30, 2027, and APPOINT Lindy Johnson to Pacheco Seat #2 (B2), Megan Tucker to Unincorporated Vine Hill/Martinez Seat #1 (C1), Mayim Wiens to the Marathon At-Large Seat (D1), and Nick Matthiessen to Clyde Seat #2 (A2) on the Marathon Community Benefits Agreement Review Panel for terms ending August 30, 2029, as recommended by Supervisor Scales-Preston.	<u>25-3538</u>
C.19.	APPOINT Mark Miller to the At-large Seat 1 on the Measure X Community Advisory Board for a term ending March 31, 2027.	<u>25-3539</u>

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C.20.	APPOINT Tara Shaia to Rodeo Seat #1 (B1), Jacqueline Dodd to Rodeo Seat #3 (B3), and Jena Goodman to Crockett Seat #2 (A2) on the Phillips 66 Community Benefits Agreement Review Panel for terms ending August 30, 2029, and APPOINT Josephine Orozco to Rodeo Seat #2 (B2), Mike Kirker to Crockett Seat #1 (A1), Deborah Brandon to Crockett Seat #3 (A3), and Heather Farmer to the At-Large Phillips 66 Seat (C1) on the Phillips 66 Community Benefits Agreement Review Panel for terms ending August 30, 2027, as recommended by Supervisor Scales-Preston.	<u>25-3540</u>
C.21.	REAPPOINT Isabel Renggenathen to the District V Seat on the Family and Children's Trust Committee for a term ending on September 30, 2027, as recommended by Supervisor Scales-Preston.	<u>25-3541</u>
Clerk-Record	der/Elections	
C.22.	APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment effective June 30, 2025 with KnowInk, LLC, to extend the term through June 30, 2026 and increase payment limit by \$500,000 to a new payment limit of \$1,200,000 to provide electronic polling place rosters (poll pads). (100% General Fund)	<u>25-3542</u>
C.23.	APPROVE and AUTHORIZE the Auditor-Controller, or designee, to issue a refund for overpayment of Documentary Transfer Tax of \$687.50 to eRecording Partners Network, as recommended by the Clerk-Recorder. (100% General Fund)	<u>25-3543</u>
Conservation & Development		
C.24.	ADOPT Resolution No. 2025-289 to approve amending the 5-Year Permanent Local Housing Allocation Plan to comply with new State requirements pertaining to affordable owner-occupied workforce housing, as recommended by the Conservation and Development Director. (100% State Funds)	<u>RES</u> 2025-289

Attachments: Attachment A - CCC Re-Use Plan
Amended 2025 PLHA Plan Narrative for BOS and Public

C.25. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc., to extend the term from September 30, 2025 through November 30, 2025 for continued solid waste, recycling, and organics collection in its Central County service area, and MAKE related California Environmental Quality Act finding, as recommended by the Conservation and Development Director. (100% Solid Waste Franchise fees)

C.26.	APPROVE an additional allocation of \$8,000 in HOME Investment	<u>25-3546</u>
	Partnerships Program (HOME) funds to the Esperanza Place project	
	located at 1250 Las Juntas Way in Walnut Creek to cover additional	
	administrative project delivery costs, as recommended by the	
	Conservation and Development Director. (100% Federal)	

C.27. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Rincon Consultants, Inc., in an amount not to exceed \$250,000 to assist in conducting a tree canopy assessment for the unincorporated County area and to prepare an Urban Forest Management Plan for the County, for the period September 1, 2025 through June 20, 2028. (100% State Funds)

## **County Administration**

C.28. ADOPT Resolution No. 2025-290, which establishes Contra Costa County Employees' Retirement Association retirement plan contribution rates as approved by the Retirement Board for the period July 1, 2026 through June 30, 2027.

Attachments: Retirement Contribution Rate Packet FY26-27
Actuarial Valuation Report as of December 31, 2024

## **County Counsel**

**C.29.** APPROVE Conflict of Interest Code for the Risk Management Department of Contra Costa County.

Attachments: Exhibit A - Conflict of Interest Code for the Risk Management

Department of Contra Costa County

Exhibit B - Conflict of Interest Code for the Risk Management

Department of Contra Costa County - REDLINE

**C.30.** APPROVE the amended Conflict of Interest Code for the Treasurer-Tax Collector's Office, including the list of designated positions.

Attachments: Exhibit A – Conflict of Interest Code for the Treasurer-Tax

Collector's Office

Exhibit B – Conflict of Interest Code for the Treasurer-Tax

Collector's Office - REDLINE

C.31. APPROVE Conflict of Interest Code for the Measure X Community Advisory Board.

<u>Attachments:</u> Exhibit A - Conflict of Interest Code for the Measure X Community Advisory Board

### **District Attorney**

C.32.	APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a purchase order and related license agreement with TransUnion Risk and Alternative Data Solutions, Inc. in an amount not to exceed \$54,000 for the usage of a primary public records search tool for investigative and trial preparation and victim assistance services, for the period October 1, 2025 through September 30, 2028. (100% General Fund)	<u>25-3552</u>
C.33.	APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services Branch, in the amount of \$1,462,172 for funding of the Victim Witness Assistance Program, for the period October 1, 2025 through September 30, 2026. (100% State)	<u>25-3553</u>
Employment	& Human Services	
C.34.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a software and services agreement with Customer Expressions Corp. for fraud investigation systems software, in an amount not to exceed \$356,550 for the period August 1, 2025 through June 30, 2028. (54% Federal, 38% State, 8% County General Fund)	<u>25-3613</u>
C.35.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Exemplar Analytics Corp in an amount not to exceed \$360,000 to provide case management and eligibility reports related to compliance with state and federal regulations for the period July 1, 2025 through June 30, 2026. (54% Federal, 38% State, 8% County)	<u>25-3614</u>
C.36.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order with Carahsoft Technology Corp., in an amount not to exceed \$360,307 for the purchase of SAP Business Objects Enterprise maintenance and support for the period July 29, 2025 through July 28, 2028. (54% Federal, 38% State, 8% County)	<u>25-3615</u>
C.37.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order and related agreement with Everbridge, Inc., in an amount not to exceed \$64,386 for the purchase of Everbridge 360 Core for emergency notification alerts, for the period September 1, 2025 through July 31, 2028. (54% Federal, 38% State, 8% County General Fund)	<u>25-3616</u>

C.38.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Star View Children and Family Services, Inc. (dba Star View Community Treatment Facility), in an amount not to exceed \$339,978 to provide youth residential placement services for the period July 1, 2025 through June 30, 2026. (50% Federal, 50% State Realignment Funds)	<u>25-3617</u>
C.39.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order with OmniPro LLC, in an amount not to exceed \$1,732,979 for the purchase of Lenovo Desktop computers, for the period July 1, 2025 through June 30, 2026. (54% Federal, 38% State, 8% County General Fund)	<u>25-3618</u>
C.40.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order with iHeartMedia Management Services, Inc., in an amount not to exceed \$5,700, for radio advertisement targeting Contra Costa County residents in English and Spanish as part of the department's Age-Friendly campaign for the period July 1, 2025 through June 30, 2026. (100% Measure X)	<u>25-3619</u>
C.41.	APPROVE and AUTHORIZE the Purchasing Agent or designee, to execute on behalf of Employment and Human Services Department, a purchase order and related agreement with AlxTel, Inc., in an amount not to exceed \$241,558, for the purchase of ServiceNow licenses, for the period October 1, 2025 through September 30, 2026. (54% Federal, 38% State, 8% County)	<u>25-3620</u>
C.42.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$276,947 to deliver the CalFresh Healthy Living Supplemental Nutrition Assistance Program to provide evidence-based nutrition education and obesity prevention services for the period October 1, 2025 through September 30, 2026. (100% Federal)	<u>25-3621</u>
C.43.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Trio Community Meals, LLC, in an amount not to exceed \$4,990,821 to provide Older Americans Act Title III-C Senior Nutrition Program meal services to eligible seniors for the period July 1, 2025 through June 30, 2026. (38% Federal, 38% County Nutrition Fund, 12% Measure X, 12% State)	<u>25-3622</u>

C.44.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$1,139,544 to deliver the Older Americans Act Title III-C Senior Nutrition Program for the period July 1, 2025 through June 30, 2026. (66% Federal, 34% State)	<u>25-3623</u>
C.45.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement with Contra Costa County In-Home Supportive Services Public Authority, a public agency, in an amount not to exceed \$3,457,845 to provide In-Home Supportive Services to In-Home Supportive Services recipients for the period July 1, 2025 through June 30, 2026. (50% Federal, 40% State, 10% 1991 Realignment)	<u>25-3624</u>
C.46.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with East Oakland Youth Development Center in an amount not to exceed \$434,420 to provide youth sports and fitness services with integrated youth employment and job readiness services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027. (100% Measure X)	<u>25-3625</u>
C.47.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Improve Your Tomorrow in an amount not to exceed \$434,864 to provide youth academic support services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027. (100% Measure X)	<u>25-3626</u>
C.48.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Bay Area Community Resources, Inc. in an amount not to exceed \$434,866 to provide youth employment and job readiness services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027. (100% Measure X)	<u>25-3627</u>
C.49.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Independent Arts & Media in an amount not to exceed \$869,732 to provide youth arts, music, and cultural programming under the Measure X Youth Centers Initiative for the term July 1, 2025 through June 30, 2027. (100% Measure X)	<u>25-3628</u>

C.50.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with People Who Care Children Association in an amount not to exceed \$299,274 to provide youth employment and job readiness programming services under the Measure X Youth Centers Initiative for the term July 1, 2025, through June 30, 2027. (100% Measure X)	<u>25-3629</u>
C.51.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Ambrose Recreation and Park District in an amount not to exceed \$568,900 to provide youth academic support and leadership development services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027. (100% Measure X)	<u>25-3630</u>
C.52.	APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Meals on Wheels Diablo Region reflecting a change in the type of meals delivered for the Older Americans Act Title IIIC-2 Senior Nutrition Home Delivered Meals Program, with no change to the payment limit of \$700,002 or term through June 30, 2026. (100% Measure X)	<u>25-3631</u>
C.53.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Employment and Human Services Director, physical gift cards in an amount not to exceed \$25,000 for client meals and transportation from Blackhawk Network inclusive of transportation costs totaling \$1,000, to provide Adult Protective Services Social Workers with the ability to provide gas gift cards to elder and dependent adults and \$24,000 in gift cards to provide Adult Protective Services Social Workers with the ability to provide groceries and/or basic need items for Adult Protective Services clients. (100% State)	<u>25-3632</u>
C.54.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Employment and Human Services Director, 100 physical Clipper cards from Cubic Transportation Systems in an amount not to exceed \$5,300 for transportation for Adult Protective Services consumers. (100% State)	<u>25-3633</u>
C.55.	RATIFY the grant application submitted to the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, and APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$428,550, and to execute a grant award agreement, including any amendments or extensions thereof, to support Head Start families with healthy eating for the period September 1, 2025 through June 30, 2026. (100% Federal)	<u>25-3634</u>

**Fire District** 

C.56.	Acting as the governing board of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2025-04 accepting as complete, the contracted work performed by P.C. Inc. for the New Generator Projects as recommended by the Fire Chief and Public Works Director, in the Pleasant Hill and Antioch area. (No fiscal impact)	<b>FPD-RES 2025-04</b>
	Attachments: Recordable Resolution 2023-XX	
C.57.	Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Hazmat Resource, Inc., in an amount not to exceed \$355,000 for hazardous materials equipment. (87% Federal grant, 13% CCCFPD General Operating Fund)	<u>25-3555</u>
C.58.	Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Restoration First Responder Network, LLC in an amount not to exceed \$710,000 for mental health care, crisis support, and training for the period October 1, 2025 through September 30, 2027. (100% State Office of Emergency Services Health and Wellness Grant)	<u>25-3556</u>
C.59.	Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Ready Rebound, Inc. in an amount not to exceed \$805,000 for expert injury help and care coordination services, for the period October 1, 2025 through September 30, 2028. (100% CCCFPD General Operating Fund)	<u>25-3557</u>
C.60.	Acting as the governing board of Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Fire District, a Participating Addendum with Peterbilt Motors Company, in an amount not to exceed \$315,000, for the purchase of a transport tractor, during the period of September 9, 2025 through July 9, 2028, under the terms of a Master Contract awarded by Sourcewell and distributed through Coast Counties Peterbilt. (100% CCCFPD General Operating Fund)	<u>25-3558</u>
C.61.	Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Fire District, a Participating Addendum with Caterpillar Inc., in an amount not to exceed \$600,000, for the purchase of a motor grader, during the period of September 9, 2025 through April 14, 2027, under the terms of a Master Contract awarded by Sourcewell and distributed through Peterson CAT. (100% CCCFPD General Operating Fund)	<u>25-3559</u>

C.62.	Acting as the governing board of the Contra Costa County Fire Protection District, RATIFY the Fire District's application for the California Fire Safe Council's 2025 State Fire Capacity (SFC) Grant program, and APPROVE the Fire District to accept, if awarded, grant funds in an amount not to exceed \$225,000 for the creation of a shaded fuel break. (100% State)	<u>25-3560</u>
C.63.	Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Civicorps to increase the payment limit by \$800,000 to a new payment limit of \$960,000 and extend the term through December 31, 2026, for the abatement of exterior fire hazards. (100% Measure X)	<u>25-3561</u>
Health Service	ces	
C.64.	CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on July 8, 2025 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)	<u>25-3642</u>
C.65.	APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and the Health Services Director, on July 14 and 30, 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)	<u>25-3643</u>
	Attachments: Provider Lists-July 14 and 30, 2025	
C.66.	Acting as the Contra Costa County Board of Supervisors and the Governing Board of the Crockett-Carquinez Fire Protection District, APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Crockett-Carquinez Fire Protection District, in an amount not to exceed \$6,478 to receive Measure H funding to provide First Responder Emergency Medical services for the period July 1, 2025 through June 30, 2026. (100% Measure H)	<u>25-3644</u>
C.67.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Meridian Leasing Corporation ("Meridian") in an amount not to exceed \$107,940 to lease an Omnicell automated dispensing cabinet for the West County Detention Facility and reimburse Meridian for personal property taxes; and execute the related agreements to lease and provide support services for the automated dispensing cabinet for the period of November 1, 2025 through October 31, 2030. (100% General Fund)	<u>25-3645</u>

C.68.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with OptumInsight, Inc., to increase the payment limit by \$168,230 to an amount not to exceed \$307,251 and extend the term through January 30, 2030, and for successive one-year terms thereafter until terminated, for additional patient billing software and support for Contra Costa Health. (100% Hospital Enterprise Fund I)	<u>25-3646</u>
C.69.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a Commitment and Rebate Program with Becton Dickinson and Company, in an amount not to exceed \$275,000 for non-dedicated infusion disposable sets for Contra Costa Regional Medical Center effective upon signature and for five years thereafter. (100% Hospital Enterprise Fund I)	<u>25-3647</u>
	Attachments: Commitment and Rebate Program	
C.70.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District, in an amount not to exceed \$491,876 to provide Medi-Cal specialty mental health services for seriously emotionally disturbed children and their families in West County for the period July 1, 2025 through June 30, 2026. (100% Federal Medi-Cal)	<u>25-3648</u>
C.71.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mountain Valley Child and Family Services, Inc., in an amount not to exceed \$3,519,352 to provide Medi-Cal specialty mental health services including early and periodic screening, diagnostic, and treatment and therapeutic behavioral services for seriously emotionally disturbed children and their families in Contra Costa County for the period July 1, 2025 through June 30, 2026. (100% Federal Medi-Cal)	<u>25-3649</u>
C.72.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Firststeps for Kids - Bay Area, Inc., in an amount not to exceed \$1,800,000 to provide behavioral health treatment including applied behavioral analysis services for Contra Costa Health Plan members for the period July 1, 2025 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3650</u>
C.73.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Atos Digital Health Solutions, Inc., to increase the payment limit by \$100,000 to a new payment limit of \$875,000 and to extend the termination date through December 31, 2025 for additional consultation and technical assistance to the Contra Costa Regional Medical Center's Materials Management Unit with regard to the Meditech inventory system. (100% Hospital Enterprise Fund I)	<u>25-3651</u>

C.74.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Language Line Services, Inc. (dba LanguageLine Solutions), to increase the payment limit by \$981,000 to an amount not to exceed \$1,962,000 and extend the term through March 31, 2026 for additional Federal and State-mandated language interpretation and translation services and back-up telephonic services to County's Health Services Department. (100% Hospital Enterprise Fund I)	<u>25-3652</u>
C.75.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center), to pay County an annual oversight fee of \$7,500 and to act as a designated receiving center to assist ST-Elevation Myocardial Infarction patients for the period September 1, 2025 through August 31, 2028.	<u>25-3653</u>
C.76.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Services, Inc., in an amount not to exceed \$475,839 to provide mental health outreach and support services for homeless and disabled adults with mental illness at the Don Brown Shelter in East County for the period July 1, 2025 through October 31, 2025. (50% Substance Abuse and Mental Health Services Administration; 50% Mental Health Services Act)	<u>25-3654</u>
C.77.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rodney J. Chan, DPM, in an amount not to exceed \$630,000 to provide podiatry services at Contra Costa Regional Medical Center and Health Centers for the period August 1, 2025 through July 31, 2028. (100% Hospital Enterprise Fund I)	<u>25-3655</u>
C.78.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shahbaz R. Khan, M.D., in an amount not to exceed \$250,000 to provide psychiatric services for Afghan speaking adults with mental illness and expert court testimony services for Lanterman-Petris-Short Conservatorship hearings for the period September 1, 2025 through August 31, 2026. (100% Mental Health Realignment)	<u>25-3656</u>
C.79.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aspire Neuro Psychological Services, Inc., in an amount not to exceed \$2,000,000 to provide medical specialty services including comprehensive diagnostic evaluations, neuropsychological testing, and bariatric surgery evaluations for Contra Costa Health Plan members and County recipients for the period July 1, 2025 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3657</u>

C.80.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Amyozing Health, Inc., in an amount not to exceed \$2,970,000 to provide nuclear medicine services at Contra Costa Regional Medical Center for the period September 1, 2025 through August 31, 2028. (100% Hospital Enterprise Fund I)	<u>25-3658</u>
C.81.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with OmniPro LLC, to increase the payment limit by \$90,000 to an amount not to exceed \$180,000 and extend the term through June 30, 2028 for the purchase of computer system networking software. (100% Hospital Enterprise Fund I)	<u>25-3659</u>
	Attachments: End User License Agreement	
C.82.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Life Technologies Corporation, in an amount not to exceed \$13,018 for maintenance and repair services for instruments at the public health laboratory for the period November 18, 2025 through November 17, 2026. (100% Public Health Laboratory funds)	<u>25-3660</u>
C.83.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals, on behalf of Kaiser Permanente Walnut Creek Medical Center, to pay County an annual oversight fee of \$7,500 and act as a designated center to assist ST-Elevation Myocardial Infarction patients for the period September 1, 2025 through August 31, 2028.	<u>25-3661</u>
C.84.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sutter Bay Hospitals (dba Sutter Delta Medical Center), to pay County an annual oversight fee of \$7,500 and act as a designated center to assist ST-Elevation Myocardial Infarction patients for the period September 1, 2025 through August 31, 2028.	<u>25-3662</u>
C.85.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Local Educational Agencies, for County to provide Public Health services and programs including medical and dental services, preventative health screenings, health outreach, education and promotion, youth development programs, and technical assistance and support to low income students in designated school districts in Contra Costa County for the period July 1, 2025 through June 30, 2030. (Non-financial agreement)	<u>25-3663</u>

C.86.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Harmonic Solutions LLC, in an amount not to exceed \$1,164,870 to provide methadone maintenance treatment services to County residents for the period July 1, 2025 through June 30, 2026. (100% Federal Drug Medi-Cal)	<u>25-3664</u>
C.87.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lamarre Data Solutions, LLC, in an amount not to exceed \$990,000 to provide consulting, technical assistance, data analytics and training for the Electronic Medical Records Systems for the Department's Information Systems Unit for the period January 1, 2026 through December 31, 2028. (100% Hospital Enterprise Fund I)	<u>25-3665</u>
C.88.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Edward Lau, M.D., in an amount not to exceed \$375,000 to provide outpatient psychiatric care services for children and adolescents with mental illness for the period September 1, 2025 through August 31, 2026. (50% Mental Health Realignment; 50% Federal Medi-Cal)	<u>25-3666</u>
C.89.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Douglas Hanlin, M.D., in an amount not to exceed \$250,000 to provide outpatient psychiatric care services for adults with mental illness for the period September 1, 2025 through August 31, 2026. (100% Mental Health Realignment)	<u>25-3667</u>
C.90.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Concord/Pleasant Hill Health Care District, to pay the County an amount not to exceed \$13,000 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3668</u>
C.91.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of San Pablo, to pay the County an amount not to exceed \$97,930 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3669</u>
C.92.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with City of Pinole, to pay County an amount not to exceed \$48,965 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3670</u>

C.93.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ujima Family Recovery Services, in an amount not to exceed \$4,668,529 to provide residential and outpatient Substance Use Disorder (SUD) prevention and treatment services for pregnant and parenting women and their young children for the period July 1, 2025 through June 30, 2026. (87% Drug Medi-Cal; 12% Substance Abuse Prevention and Treatment Perinatal Set-Aside; 1% Assembly Bill 109)	<u>25-3671</u>
C.94.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with City of Hercules, to pay County an amount not to exceed \$48,965 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3672</u>
C.95.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Pleasant Hill, to pay County an amount not to exceed \$147,076 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3673</u>
C.96.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ujima Family Recovery Services, in an amount not to exceed \$372,816 to provide on-site childcare services for women receiving perinatal substance use disorder outpatient services for the period July 1, 2025 through June 30, 2026. (100% Substance Abuse Prevention and Treatment Block Grant)	<u>25-3674</u>
C.97.	APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Health Management Associates, Inc., to increase the payment limit by \$1,770,000 to an amount not to exceed \$3,820,000 and extend the term through September 30, 2026 for additional actuarial consulting services for the Contra Costa Health Plan. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3675</u>
C.98.	APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Gaumard Scientific Company, Inc., in an amount not to exceed \$45,021 for the purchase of a pediatric healthcare training mannequin, software and services for the period September 9, 2025 through September 8, 2026, and for consecutive 1-year renewals until terminated. (100% Hospital Enterprise Fund I)	<u>25-3676</u>
	Attachments: Gaumard Sales Terms and Conditions	

C.99. APPROVE and AUTHORIZE the Purchasing Agent, or purchase on behalf of the Health Services Director, 1,48 and additional incentives, plus applicable shipping, in an are exceed \$11,100 to distribute to community members we engage in Cannabis Prevention Coalition activities, work related education efforts for the period September 1, 2 August 31, 2026. (100% Board of State and Community Proposition 64 Grant)	80 gift cards mount not to who actively groups, and 2025 through
C.100. APPROVE and AUTHORIZE the Health Services designee, to accept a grant award from the California De Health Care Services, Children Medical Services Branch County an amount not to exceed \$1,289,483 for the Child Disability Prevention Program, the Health Care Program in foster care, and psychotropic medication managemonitoring oversight activities for the period July 1, 2 June 30, 2026. (No County match)	epartment of a, to pay the d Health and for children gement and
C.101. APPROVE and AUTHORIZE the Health Services designee, to submit a grant application and accept an awa California Board of State and Community Correction California Violence Intervention and Prevention Grant Programment not to exceed \$5,000,000 to provide a contrauma-informed, community-based gun violence prevention for the period January 1, 2026 through June 30, 2029. match)	ard from the ons for the ogram, in an opprehensive, ion initiative
C.102. APPROVE and AUTHORIZE the Health Services designee, to execute a contract amendment with Total Renator provide dialysis therapy services for inmates at Martine Facility and West County Detention Facility and extension through February 29, 2028 with no change in the payme \$1,074,500. (100% County General Fund)	al Care, Inc., ez Detention nd the term
C.103. APPROVE and AUTHORIZE the Health Services designee, to execute a contract with John Muir Health For pay County an annual fee of \$7,500 and to act as a designal assist County patients at Contractor's Walnut Creek Me who have been assessed by ambulance personnel with September 1, 2008.	oundation, to ted center to dical Center ST-Elevation
C.104. APPROVE and AUTHORIZE the Health Services designee, to execute a contract with Bellevue Eye Medica amount not to exceed \$1,200,000 to provide ophthalmolofor Contra Costa Health Plan members and County recip period June 1, 2025 through May 31, 2028. (100% Contraction Health Plan Enterprise Fund II)	l, Inc., in an ogy services ients for the

C.105. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Progress Software Corporation, in an amount not to exceed \$18,980 for a web application to monitor network connectivity status at Contra Costa Regional Medical Center for the period August 9, 2025 through August 8, 2026. (100% Hospital Enterprise Fund I)	<u>25-3683</u>
C.106. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health Foundation, to pay County an annual fee of \$7,500 and to act as a designated center to assist County patients at Contractor's Concord Medical Center who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2025 through August 31, 2028.	<u>25-3684</u>
C.107. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Building Connections Behavioral Health. Inc, in an amount not to exceed \$4,000,000 to provide behavioral health treatment including applied behavioral analysis services to Contra Costa Health Plan members and County recipients for the period July 1, 2025 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3685</u>
C.108. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Computacenter United States Inc., in an amount not to exceed \$298,011 for the purchase of Dell Virtual Desktop Infrastructure servers and the accompanying five-year hardware and software support services for the period September 10, 2025 through September 9, 2030. (100% Hospital Enterprise Fund I)	<u>25-3686</u>
Attachments: Dell Purchase Agreement 23-614  Master Products and Services Agreement (MPSA) 112294  MPSA_Amendment	
C.109. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed \$7,100 to Medical Physics Consulting Services, Inc., for mammography workstation site and system survey services during the term of September 1, 2024 through November 30, 2024, as recommended by the Health Services Director. (100%	<u>25-3687</u>

Hospital Enterprise Fund I)

C.110. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Locumtenens.com LLC, to include additional temporary physician services during peak loads, temporary absences, vacations and emergency situations at Contra Costa Regional Medical Center, Health Centers, and Detention Centers with no change in the payment limit of \$3,250,000 or term ending December 31, 2025. (100% Hospital Enterprise Fund I)	<u>25-3688</u>
C.111. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Applied Behavior Consultants, Inc., in an amount not to exceed \$2,400,000 to provide behavioral health treatment including applied behavioral analysis services to Contra Costa Health Plan members and County recipients for the period July 1, 2025 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3689</u>
C.112. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lifesavers Transportation LLC, in an amount not to exceed \$7,500,000 to provide non-emergency medical transportation 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)	<u>25-3690</u>
C.113. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Medic Shuttle, LLC, in an amount not to exceed \$5,000,000 to provide non-emergency medical transportation 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)	<u>25-3691</u>
C.114. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Syserco, Inc., to increase the payment limit by \$837,000 to an amount not to exceed \$2,219,560 to include retro-commissioning services at Contra Costa Regional Medical Center for the heating, ventilation and air conditioning systems to reduce energy use with no change in the term through October 31, 2026. (100% Hospital Enterprise Fund I)	<u>25-3692</u>
C.115. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kishore K. Chundru, M.D., in an amount not to exceed \$300,000 to provide radiology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2025 through August 31, 2027. (100% Hospital	<u>25-3693</u>

Enterprise Fund I)

C.116. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cain Behavioral Therapy, LLC, in an amount not to exceed \$3,000,000 to provide behavioral health treatment including applied behavioral analysis services to Contra Costa Health Plan members and County recipients for the period July 1, 2025 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3694</u>
C.117. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of El Cerrito, to pay the County an amount not to exceed \$112,930 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2025 through June 30, 2026. (No County match)	<u>25-3695</u>
C.118. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Angela Haick, LMFT, in an amount not to exceed \$260,000 to provide Medi-Cal specialty mental health services for beneficiaries ages eight (8) to seventy-five (75) years for the period October 1, 2025 through June 30, 2027. (30% Federal Medi-Cal; 30% State Mental Health Realignment; 40% Contra Costa Health Plan Enterprise Fund II)	<u>25-3696</u>
C.119. 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 \$4,417,156 to provide rapid re-housing and homeless prevention services for adults in Contra Costa County who are homeless or at risk of becoming homeless for the period June 1, 2025 through June 30, 2027. (100% California Department of Housing and Community Development)	<u>25-3697</u>
C.120. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Niloufar Tohidan, LMFT, in an amount not to exceed \$270,000 to provide Medi-Cal specialty mental health services for beneficiaries ages 13 and older for the period September 1, 2025 through June 30, 2027. (30% Federal Medi-Cal; 30% State Mental Health Realignment; 40% Contra Costa Health Plan Enterprise Fund II)	<u>25-3698</u>
C.121. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Hans von Weiss, D.O., in an amount not to exceed \$1,050,000 to provide dermatology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2025 through August 31, 2028. (100% Hospital Enterprise Fund I)	<u>25-3699</u>

C.122. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Daniel Kim, M.D., in an amount not to exceed \$530,000 to provide radiology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2025 through August 31, 2027. (100% Hospital Enterprise Fund I)	<u>25-3700</u>
C.123. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Coffey Communications, Inc., for additional professional design, publication, distribution, and technical assistance services for Contra Costa Health Plan's Member Services Health Sense Newsletter with no change in the payment limit of \$1,700,000 or term ending June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II)	<u>25-3701</u>
C.124. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed \$26,244 to Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), for additional rapid re-housing and homeless prevention services provided to homeless adults and transition age youth on probation for the term April 1, 2025 through June 30, 2025, as recommended by the Health Services Director. (98% Probation Department funds; 2% Assembly Bill 109)	<u>25-3702</u>
C.125. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the County of Santa Cruz, to pay the County of Santa Cruz an annual participation fee based on the County's proportionate share percentage of expenditures for the Medi-Cal Administrative Activities and Targeted Case Management Programs for the period July 1, 2025 through June 30, 2028. (100% Medi-Cal Administrative Activities and Targeted Case Management funds)	<u>25-3703</u>
C.126. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Community College District, to provide additional clinical and medical services for Contra Costa Health's School-Based Health Clinics program, offer services at two additional locations within the District and extend the term through September 30, 2028. (Non-financial agreement)	<u>25-3704</u>
C.127. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, to establish the California Epidemiologic Investigation Services Fellowship Program with the County's Public Health Division for the period July 1, 2025 through June 30, 2029. (Non-financial agreement)	<u>25-3705</u>

**25-3635** 

C.128. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Harmony Healthcare, LLC (dba Harmony Home Health), in an amount not to exceed \$1,000,000 to provide home health 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)

C.129. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Enlight Consulting Co., in an amount not to exceed \$3,000,000 to provide primary care physician 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)

C.130. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Center for Behavioral Health, in an amount not to exceed \$300,000 to provide outpatient psychiatric 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)

C.131. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Glo's Independent Living LLC, in an amount not to exceed \$1,584,450 to operate and provide interim housing services for homeless adults in West County living with a behavioral health condition who are referred by the County's Behavioral Health Bridge Housing Program for the period September 1, 2025 through November 30, 2026. (100% Behavioral Health Bridge Housing)

#### **Human Resources**

C.132. ADOPT Position Adjustment Resolution No. 26484 to retitle the Social Services Program Assistant I (X0WD) classification to Eligibility Worker I, the Social Services Program Assistant (X0SA) classification to Eligibility Worker II, and establish the Eligibility Worker III classification (represented), abolish the Employment and Human Services Program Integrity Assistant (XQSN) classification and reclassify incumbents and vacant positions to Eligibility Worker III within the Employment and Human Services Department. (37% Federal, 48% State, 3% 1991 Realignment, and 12% County)

**Attachments:** EW III Job Description

PAR form for SSPA - EW MC (002)

**SSPA-EW Final** 

C.133. ACCEPT a report prepared by the County Administrator and Human Resources Director as the Board of Supervisors' response to Contra Costa County Civil Grand Jury Report No. 2508, titled "Contra Costa County Hiring Challenges," and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court.

**25-3636** 

Attachments: 2508-ContraCostaCountyHiringChallenges

CCC 2025 Civil Grand Jury Report No. 2508 - BOS Response

C.134. INTRODUCE Ordinance No. 2025-011 amending the County Ordinance Code to exempt from the merit system the new classification of Senior Deputy Director, Department of Conservation and Development – Exempt, WAIVE READING and FIX October 7, 2025, for adoption. (No fiscal impact)

**25-3641** 

Attachments: Ord 2025-11 re exclude Sr Deputy Dir DCD- August 2025

## **Information and Technology**

C.135. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase order(s) with AT&T Enterprises, LLC, to enable the County's use of the Fast Open Contracts Utilization Services (FOCUS) Program, established by Merced County, as a cooperative procurement vehicle for the acquisition of technology goods and services, in an amount not to exceed \$2,000,000 for the period of September 15th, 2025, through July 12, 2026. (100% User Departments)

<u>25-3562</u>

C.136. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, execute a purchase order(s) with AMS.NET in an amount not to exceed \$1,000,000, for the County's use of the Fast Open Contracts Utilization Services (FOCUS) Program, as a cooperative procurement vehicle for the acquisition of technology goods and services, for the period of September 15, 2025, through May 17, 2026. (100% User Departments)

25-3563

C.137. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with R-Computer, in an amount not to exceed \$125,000 for Adobe software licensing and support, subject to the terms of Adobe's General Terms of Use, for the period of September 24, 2025, through September 23, 2026, and for annual periods thereafter. (100% User Departments)

25-3564

C.138. APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute contract amendment with Sirius Computer Solutions, LLC (a CDW Company), an IBM reseller, to increase the payment limit by \$260,000 to a new payment limit of \$660,000, to provide IBM System Z Mainframe Operating System services, and extend the term through October 31, 2027. (100% User Departments)

25-3565

C.139. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Runner Technologies, Inc. in an amount not to exceed \$17,000 for the renewal of annual software licenses to update PeopleSoft address tables for the period of November 1, 2025, through October 31, 2026, and for annual periods thereafter. (100% User Departments)	<u>25-3566</u>
C.140. APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Sentio LLC in an amount not to exceed \$15,000, subject to Sentio's Terms of Service Agreement dated March 27, 2025, to provide call answering service for the period of September 1, 2025, through August 31, 2026. (100% User Departments)	<u>25-3567</u>
C.141. APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Computacenter United States, Inc. in an amount not to exceed \$75,000 for professional services to support the implementation of the County's Enterprise Private Cloud environment, for the period of September 15, 2025, to September 14, 2026. (100% User Departments)	<u>25-3568</u>
Library	
C.142. ADOPT Resolution No. 2025-291 to modify the schedule of Contra Costa County Library branch operating hours to effect a change beginning October 1, 2025 at the Crockett Library branch, as recommended by the County Librarian. (No fiscal impact)	<u>RES</u> 2025-291
Attachments: Change of Open Hours Crockett Library.pdf	
Attachments: Change of Open Hours Crockett Library.pdf  C.143. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order amendment with Midwest Tape, LLC, to change the term to April 1, 2025 through March 31, 2028 with no change to the payment limit of \$600,000 for audiovisual library materials. (100% Library Fund)	<u>25-3570</u>
C.143. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order amendment with Midwest Tape, LLC, to change the term to April 1, 2025 through March 31, 2028 with no change to the payment limit of \$600,000 for	<u>25-3570</u> <u>25-3571</u>

C.146.	APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with SSP Data in an amount not to exceed \$3,111 for the renewal of the Barracuda Web Security Gateway subscription, which provides content filtering for library computers designated for children, for the period September 19, 2025 through September 18, 2026. (100% Library Fund)	<u>25-3573</u>
C.147.	APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order amendment with BMI Imaging Systems, Inc., to increase the payment limit by \$10,402 to a new payment limit of \$35,102 for the El Cerrito Historical Newspaper Digitization project. (100% Library Fund)	<u>25-3574</u>
C.148.	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 \$913 for the renewal of the Cisco Duo subscription for increased data security, for the period July 16, 2025 through July 15, 2026. (100% Library Fund)	<u>25-3575</u>
C.149.	APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Califa Group in an amount not to exceed \$6,454 for the renewal of Quipu Group LLC's Patron Incident Tracking System subscription for the period November 1, 2025 through October 31, 2026. (100% Library Fund)	<u>25-3576</u>
C.150.	APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Orange Boy, Inc., in an amount not to exceed \$25,669 for the renewal of the Savannah with SmartyCat subscription bundle, a community engagement application, for the period November 1, 2025 through October 31, 2026. (100% Library Fund)	<u>25-3577</u>
C.151.	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 \$9,453 for the renewal of the Cisco Identity Service Engine subscription to enhance network access control, for the period August 30, 2025 through August 29, 2026. (100% Library Fund)	<u>25-3578</u>
C.152.	APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a 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)	<u>25-3579</u>

C.153. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation in an amount not to exceed \$14,050 for the renewal of ManageEngine OpManager Plus Professional subscription, a application for managing networks and devices, for the period September 1, 2025 through August 31, 2028. (100% Library Fund)	<u>25-3580</u>
C.154. APPROVE and AUTHORIZE the County Librarian, or designee to execute a contract with Ventura Business Systems, Inc., in an amount not to exceed \$100,000 to provide cash handling services and maintenance of the Library's cash collection equipment for the period October 1, 2025 through September 30, 2026. (100% Library Fund)	<u>25-3581</u>
C.155. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Children's Plus, Inc. (dba Libraria), in an amount not to exceed \$3,000,000 for the purchase of books, for the period July 1, 2025 through June 30, 2028. (100% Library Fund)	<u>25-3582</u>
C.156. APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with Penguin Random House, LLC, in an amount not to exceed \$35,000 for author talk and booking signing services by Percival Everett at the Read Contra Costa program on November 8, 2025. (43% Library Fund; 29% Los Medanos College; 14% Library Foundation of Contra Costa; 14% Richmond Public Library Foundation)	<u>25-3583</u>
Probation/Reentry and Justice	
C.157. APPROVE and AUTHORIZE the purchasing agent to execute, on behalf of the Probation Department, a purchase order with Aunt Bertha (DBA Findhelp), in an amount not to exceed \$21,828 for the purchase of a subscription to a community self help site for the period September 1, 2025 through August 31, 2026. (100% General Fund)	<u>25-3584</u>
C.158. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with the County of Sonoma for the continued placement of wards in their facility at the increased annual rate of \$390 per ward per day for the period July 1, 2025 through June 30, 2026. (100% State)	<u>25-3585</u>
C.159. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Probation Officer, to execute a purchase order with LexisNexis Risk Solutions, in an amount not to exceed \$37,000 for the purchase of an investigative tool to help locate client kin, for the period August 1, 2025 through July 31, 2026. (100% General Fund)	<u>25-3586</u>

## **Public Defender**

C.160. APPROVE and AUTHORIZE the Public Defender, or designee, to	<u>25-3587</u>
execute a contract with Jewish Family and Community Services East	
Bay, in an amount not to exceed \$419,784 to provide civil legal	
deportation defense and community services for Stand Together	
Contra Costa, for the period July 1, 2025 through June 30, 2026.	

C.161. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of Office of the Public Defender, a purchase order and a Subscription Agreement, with Regents of The University of California, in the amount not to exceed \$87,993 for a subscription to the Continuing Education of the Bar OnLAW PRO digital product, an online research engine, for the period August 1, 2025 through July 31, 2030. (100% General Fund)

### **Public Works**

C.162. ADOPT Resolution No. 2025-292 approving and authorizing the	RES
Public Works Director, or designee, to fully close a portion of Morgan	<u>2025-292</u>
Territory Road, on September 22, 2025, from 8:00 a.m. through 4:00	
p.m., for the purpose of a utility pole replacement, Clayton area. (No	
fiscal impact)	

- C.163. ADOPT Resolution No. 2025-293 approving and authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, on October 2, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of overhead utility work, Richmond area. (No fiscal impact)
- C.164. ADOPT Resolution No. 2025-294 approving and authorizing the Public Works Director, or designee, to fully close a portion of Trinity Avenue and Beloit Avenue on September 13, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of a utility pole replacement, Kensington area. (No fiscal impact)
- C.165. ADOPT Resolution No. 2025-295 approving and authorizing the Public Works Director, or designee, to fully close a portion of McBryde Avenue, on September 23, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (No fiscal impact)
- C.166. ADOPT Resolution No. 2025-296 approving the Stormwater Management Facilities Operation and Maintenance Agreement for development plan permit DP20-03011, for a project being developed by Alves Lane, L.P., a California limited partnership, as recommended by the Public Works Director, Bay Point area. (No fiscal impact)

**<u>Attachments</u>**: Recordable Resolution

Stormwater Management Facilities Operation and Maintenance

Agreement, and Right of Entry

25-3590

**25-3591** 

25-3592

C.167. 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 a license agreement with IT Environmental Liquidating Trust to allow sampling and monitoring of existing wells located within the Flood Control right-of-way adjacent to Pacheco Creek and Walnut Creek levees near IT Vine Hill and Baker Landfills in Martinez. (No fiscal impact)

Attachments: License Agreement

Exhibit A NOE

C.168. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a participating addendum with The Inside Source, Inc., to extend the term through October 23, 2026, with no change to the payment limit, to support modular system furniture purchases under the terms of the Master Contract awarded by the State of California Department of General Services, Countywide. (No fiscal impact)

**Attachments:** Participating Addendum Amendment

C.169. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an amendment to the Memorandum of Understanding with the Contra Costa Transportation Authority, in an amount not to exceed \$54,934 for subscription services to StreetLight Data, Inc.'s database of geospatial materials for traffic and transportation analysis purposes, for the period of July 27, 2025 through July 26, 2026, Countywide. (100% Measure J Funds)

Attachments: Amendment 5 - StreetLight Data

C.170. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with Solano County (Licensee), to authorize Licensee to access and use a portion of the County's Nadeen Peak telecommunications facilities during an initial term of approximately five-years beginning on September 15, 2025, and ending October 31, 2030, for payment to the County at an initial annual fee of \$18,372, as recommended by the Public Works Director. (100% General Fund)

**Attachments:** License Agreement

C.171. APPROVE and AUTHORIZE the Public Works Director, or designee,	<u>25-3593</u>
to execute individual contracts with Ground Zero Transport & Debris	
Services Inc., and Sharjo, LLC in an amount not to exceed \$2,000,000	
each, to provide debris removal services at various County and Flood	
Control and Water Conservation District rights-of-way and properties,	
for the period of September 1, 2025 through August 31, 2028,	
Countywide. (100% Local Road and Flood Control District Funds)	
Countywide. (100% Local Road and Flood Control District Funds)	
C.172. APPROVE and AUTHORIZE the Public Works Director, or designee,	25-3594
to execute contract amendments with GradeTech, Inc., Kerex	
Engineering, Inc., and A. Teichert & Sons, Inc., to extend the contract	
term through January 8, 2027 for each contract, with no change to the	
payment limit, for continued on-call services for various road, flood	
control, and airport maintenance work, Countywide. (No fiscal impact)	
condoi, and amport maintenance work, county wide. (100 insear impact)	

**C.173.** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a participating addendum with Workrite Ergonomics, LLC., in an amount not to exceed \$1,000,000, for the purchase of ergonomic office furnishings, workstations, equipment and accessories, during the period of September 9, 2025 through June 27, 2026 under the terms of the Master Contract awarded by the State of California, Department of General Services, Countywide. (100% User Departments)

<u>Attachments: Workrite Participating Addendum</u>
Workrite Award Schedule

C.174. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a participating addendum with Motorola Solutions, Inc., in an amount not to exceed \$2,000,000, for the purchase of public safety communications technology and hardware solutions for use by Public Works Facilities, during the period of September 9, 2025 through June 23, 2026 under the terms of the Master Contract awarded by Sourcewell, a State of Minnesota public agency. (100% General Fund)

<u>Attachments: Participating Addendum Motorola Contract</u>

C.175. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Consor PMCM, Inc., in an amount not to exceed \$477,162 for construction management services for the 2025 East Richmond Heights Fiberized Slurry Seal and 2025 Kensington Fiberized Slurry Seal and Overlays Projects, for the period September 9, 2025 through December 31, 2026, East Richmond and Kensington areas. (100% Local Road Funds)

C.176. APPROVE and AUTHORIZE the Public Works Director, of to execute a contract with Consor North America, Inc., in not to exceed \$800,000 to provide on-call structural econsulting services for various projects for the period from 1, 2025 through July 31, 2028, Countywide. (100% Various)	an amount engineering September
C.177. APPROVE and AUTHORIZE the Public Works Director, of to advertise the Ygnacio Valley Library Upgrade Project, Grove Road, Walnut Creek area. (86% Measure X Funds, 14 Funds)	2661 Oak
C.178. APPROVE and AUTHORIZE the Public Works Director, of to execute a contract with Contra Costa Resource Conditional District, in an amount not to exceed \$500,000 for on-cal assistance and support for a variety of National Pollutant Elimination System requirements for the period of October through September 30, 2028, Countywide. (100% Stormware Assessment Funds)	onservation 1 technical Discharge er 1, 2025
C.179. APPROVE and AUTHORIZE the Public Works Director, of to execute a lease with 2600 Stanwell, LLC, for approximate square feet of office space located at 2600 Stanwell Drives for Health Services Department—Health, Housing and Services, for a 10-year term at an initial annual rent of \$376 annual increases thereafter. (100% General Fund)	ely 17,415 c, Concord, Homeless
Attachments: Final Lease 2600 Stanwell Work Letter 2600 Stanwell	
C.180. APPROVE and AUTHORIZE the Public Works Director, of to execute individual contracts with Contra Costa Doo Nor-Cal Overhead, Inc., in an amount not to exceed \$2,000 to provide on-call overhead door maintenance and repair various County sites and facilities, for the period of September through August 31, 2028, Countywide. (100% General Fundamental County States and S	r Co. and 0,000 each, services at per 1, 2025
C.181. APPROVE and AUTHORIZE the Public Works Director, of to execute a contract with J T Lewis, Inc. in an amount not \$800,000, to provide on-call overhead door maintenance services at various County sites and facilities, for the September 1, 2025 through August 31, 2028, Countywin General Fund)	t to exceed and repair period of
C.182. APPROVE and AUTHORIZE the Public Works Director, of to execute individual contracts with Ample Electric, Inc., Coast Electric Service Company, Inc., in an amount not \$10,000,000 each, to provide on-call electrical inside wiring at various County sites and facilities, for the period of Se 2025 through August 31, 2030, Countywide. (100% General	and West to exceed ng services ptember 1,

C.183. APPROVE and AUTHORIZE the Public Works Director, or designee, to advertise the Brookside Mental Health Rehabilitation Center Construction Project, 847B Brookside Drive, Richmond area. (70% State Grant Funds, 30% Mental Health Realignment Funds)	<u>25-3605</u>
C.184. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a participating addendum with Kahua, Inc., in an amount not to exceed \$1,350,000, for the purchase of capital project management software and services for use by the Public Works Department, during the period of September 9, 2025 through May 22, 2029, under the terms of the Master Contract awarded by the State of California, Department of General Services. (100% General Fund)	<u>25-3606</u>
Attachments: Kahua Participating Addendum  CA Department of General Services Contract	
C.185. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum with Allsteel, LLC, in an amount not to exceed \$5,000,000, for the purchase of furniture, installation, and related services, during the period of September 9, 2025 through December 17, 2027, under the terms of the Master Contract awarded by Omnia Partners and the Region 4 Education Service Center, a Texas Public Agency. (100% User Departments)	<u>25-3607</u>
Attachments: Allsteel Participating Addendum Allsteel Contract	
C.186. AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with A CST Group, Inc., MVP Construction, LLC., Mark Scott Construction, Inc. and Aztec Consultants, Inc., for repair, remodeling, and other repetitive work, Countywide. (100% Various Funds)	<u>25-3608</u>
C.187. INTRODUCE Ordinance No. 2025-13 repealing Ordinance No. 88-27, which established traffic mitigation fees for the Briones and Rodeo, Hercules, and Crocket Areas of Benefit; WAIVE reading; and FIX September 16, 2025, for adoption. (No fiscal impact)	<u>25-3609</u>
Attachments: Ordinance 2025-13 Ordinance 88-27	

## Risk Management

C.188. DENY claims filed by Leyda Hernandez; John Muir Medical Center, Concord Campus for R. Flores; Terrell McKnight; Mercury Insurance Company; Carl L. Nix Jr.; and San Ramon Regional Medical Center.

**25-3610** 

C.189. Acting as the governing board of the Contra Costa County Fire Protection District, DENY claim filed by Olga Lilia Uribe.

C.190. RECEIVE report concerning the final settlement of Gina Reed vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$95,000, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

**25-3612** 

## **Sheriff**

C.191. RATIFY the County Administrator's approval of the Office of the Sheriff's submission of a one-time grant in the amount of \$897,915 with the Board of State and Community Corrections for a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and ADOPT Resolution No. 2025-297 authorizing the Sheriff-Coroner, or designee, to apply for and accept this grant funding for the JAG Equipment and Training Program, to support countywide law enforcement and corrections programs, for the Office of the Sheriff, the District Attorney's Office, the Public Defender's Office, and the Probation Department, for the period October 1, 2025 through September 30, 2026. (100% Federal; No County match)

RES 2025-297

C.192. ADOPT Resolution No. 2025-298 authorizing the Sheriff-Coroner, or designee, to apply for, accept, and approve grant amendments and extensions thereof, with the California Governor's Office of Emergency Services for the 2025 Emergency Management Performance Grant, with an initial allocation of \$321,658 to develop and maintain the level of capability to prepare for, mitigate, respond to, and recover from emergencies and disasters, for the initial period of July 1, 2025 through June 30, 2027. (100% Federal; In-kind match budgeted)

<u>RES</u> 2025-298

C.193. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Trakka USA LLC, in an amount not to exceed \$427,482, for a multi-sensor surveillance system for the Office of the Sheriff helicopter, for the period June 1, 2025 through May 31, 2027. (100% County Law Enforcement - Capital Project Fund)

25-3637

C.194. APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute a contract amendment with Allied Universal Electronic Monitoring US, Inc. f/k/a Attenti US, Inc., to increase the payment limit by \$15,000 to a new payment limit of \$715,000, for the purchase of electronic home monitoring services, equipment and related products for the Sheriff's Custody Alternative Facility, with no change to the term through November 30, 2025. (100% General Fund)

**25-3710** 

C.195. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Allied Holdings Group, LLC (dba, Allied Medical Waste) in an amount not to exceed \$195,000 to provide chemical waste pick-up and disposal services for the Office of the Sheriff Forensic Services Division, for the period October 1, 2025 through September 30, 2027. (100% General Fund)	<u>25-3638</u>
<b>C.196.</b> APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Forensic Technology, Inc. in an amount not to exceed \$93,619 to provide preventive maintenance and ongoing service of forensic equipment used for processing firearm related evidence, for the period October 15, 2024 through October 14, 2026. (100% General Fund)	<u>25-3639</u>
C.197. RATIFY the County Administrator's execution of the Federal Equitable Sharing Agreement and Certification, on behalf of the Board Chair, for the Office of the Sheriff's reporting to the Department of Justice for federally forfeited funds, property, and interest earned revenue and its use for specific law enforcement purposes during fiscal year 2024-25. (No fiscal impact)	<u>25-3640</u>
Attachments: Equitable Sharing FY 2425 submitted  C.198. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Bay Alarm Company, for funding in an amount not to exceed \$60,000 to support scholarships, classes, and recruitment efforts for the Sheriff Law Enforcement Training Center, with the Sheriff's Charities, Inc., serving as the fiscal agent, for the period January 1, 2026 through December 31, 2027. (100% Private Sponsorship)	<u>25-3711</u>
C.199. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contracts with Martinez Marina and Richmond Police Activities League for the County's placement of participants in the Sheriff's Work Alternative Program (SWAP), for the period September	<u>25-3712</u>

1, 2025 through June 30, 2026. (No fiscal impact)

## **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: contra-costa.legistar.com/calendar

## 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: September 24, 2025 at 10:00 a.m.

Economic Development Committee: October 6, 2025 at 10:30 a.m.

Equity Committee: September 22, 2025 at 11:00 a.m.

Family and Human Services Committee: October 13, 2025 at 10:30 a.m.

Finance Committee: October 6, 2025 at 9:30 a.m.

Head Start Advisory Committee: September 15, 2025 at 9:00 a.m. Internal Operations Committee: September 22, 2025 at 10:30 a.m.

Legislation Committee: September 22, 2025 at 9:00 a.m.

Los Medanos Healthcare Operations Committee: October 6, 2025 at 10:00 a.m.

Public Protection Committee: September 15, 2025 at 1:30 p.m. Resilient Shoreline Committee: October 13, 2025 at 9:00 a.m. Sustainability Committee: November 10, 2025 1:00 p.m.

Transportation, Water and Infrastructure Committee: September 29, 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.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: RES 2025-280 Agenda Date: 9/9/2025 Agenda #: D.1.

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.

File #: RES 2025-280 Agenda Date: 9/9/2025 Agenda #: D.1.

#### 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 September 9, 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	\$ 35.00	
Northwest Ramp	40 feet or less	\$ 45.00	
Southwest Ramp	40 feet or less	\$ 45.00	
East Ramp Rows B through K	40 feet or less	\$ 55.00	
East Ramp Row A	40 feet or less	\$ 85.00	
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			\$ 65.00
Transient Daily Medium & Large Hangar Rental			
B. BYRON			
Tie-Down			
Ramp	Under 40 feet	\$ 35.00	
Between Hangars	Under 40 feet	\$ 45.00	
Transient Parking			
Itinerant Parking – At any Transient Ramp*	Under 50 feet	• • • • • • • • • • • • • • • • • • • •	\$ 5.00
Itinerant Parking – At any Transient Ramp*			\$ 25.00
Transient Daily Hangar Rental			\$ 50.00
, 6			

<sup>\*</sup>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	\$ 115.00
Large Portable Hangar – Ground Rent	\$ 130.00
Shade Hangar – South Facing	\$ 140.00
Shade Hangar – North Facing	\$ 165.00
T-Hangar – South Facing	\$ 350.00
T-Hangar – Modernized South Facing	\$ 370.00
T-Hangar – North Facing	\$ 370.00
T-Hangar – Modernized North Facing	\$ 390.00
Medium Hangar – South Facing	\$ 470.00
Median Hangar – Modernized South Facing	\$ 490.00
Medium Hangar – North Facing.	\$ 490.00
Median Hangar – Modernized North Facing	\$ 510.00
Large Hangar – South Facing	\$ 600.00
Large Hangar – Modernized South Facing	\$ 620.00
Large Hangar – North Facing	\$ 620.00
Large Hangar – Modernized North Facing	\$ 640.00
Executive Hangar – South Facing	\$ 470.00
Executive Hangar – Modernized South Facing	\$ 490.00
Executive Hangar – North Facing	\$ 490.00
Executive Hangar – Modernized North Facing	\$ 510.00
Storage/Half Hangar Units	\$ 185.00

#### **B. BYRON**

T-Hangars	\$ 260.00
Portable Hangar – Ground Rent	\$ 96.00
Large Portable Hangar – Ground Rent	\$ 120.00
Storage/Half Hangar Units	\$ 140.00

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 31<sup>st</sup>, 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

Α.	<b>Fixed</b>	Fees

Α.	rixed rees
	Hangar Waitlist Fee
	*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 FeeUp to 60 Days after Existing Certificate has Lapsed\$50.00 Late FeeUp 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\$ 30.00Replacement of Lost or Damaged\$ 30.00Reactivation Fee Per Occurrence\$ 15.00
	3. Flight Instructor Registration
	Annually
	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

#### 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

\$125.00 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

\$125.00 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

#### 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.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3528 Agenda Date: 9/9/2025 Agenda #: D.2.

**To:** Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Approve 2026 Rate Renewals for NonPERS Health and Welfare Plans

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

AUTHORIZE the County Administrator, or designee, to approve rates and the County's contributions for insurance with the NonPERS Medical, Dental, Vision, Computer Vision Care Program and Life Insurance Plan carriers for the period of January 1, 2026 - December 31, 2026.

#### **FISCAL IMPACT:**

The premiums for existing DeltaCare HMO and Delta Dental PPO, VSP Computer Vision Care, Voluntary Vision and the VOYA Life Insurance plans will not increase for the 2026 plan year. The CCHP plan premiums will increase by 7.51%, Health Net SmartCare HMO Plan A and Plan B by 9.25%, Health Net PPO plan by 12.35%, Kaiser Plans A& B will increase by 9.71%, the Kaiser HDHP will increase by 9.73% and Teamsters Local 856 Trust Kaiser Plan by 10%.

Premiums for active, retired and survivor enrollees are funded by a combination of charges to County Departments, Special Districts, and employee/retiree/survivor contributions. Projections of the fiscal impact for 2026 are based on 2025 census data with no adjustment for future migration between plans. The 2026 projected total premium cost for active employees is approximately \$174.7 million; the projected total premium cost for 2025 is expected to reach \$159.6 million by year's end. The currently negotiated cost to the County is \$168.8 million of that total (\$154.1 million in 2025).

#### **BACKGROUND:**

Insurance coverage is an important benefit and a valuable recruitment and retention tool. To ensure that high quality insurance is available for eligible Contra Costa County employees and retirees, the County offers group medical, dental, life insurance, voluntary vision insurance, as well as computer vision care coverage, on an annual basis with a number of carriers/providers. The County's existing insurance and coverage plans are for the calendar year and expire December 31, 2025.

To assist the County in negotiating the best possible health care terms for active and retired employees, the County contracts with a consultant, who has expertise in public sector employee benefit plan design and rate structure. All medical insurance plans continue to offer essential medical benefits and coverage compliant with the requirements of the Affordable Care Act (ACA).

File #: 25-3528 Agenda Date: 9/9/2025 Agenda #: D.2.

Beginning January 1, 2026, the County subsidy, for most employees eligible for NonPERS medical plans, will be 80% of the second lowest priced non-deductible HMO plan for all tiers (Employee, Employee +1, and Employee +2 or more). Based on the 2026 proposed rates, CCHP Plan A will be used for subsidy calculations.

Coverage Type	CCHP Plan A Premium	<u>%</u>	County Subsidy
Employee Only	\$1,357.37	80%	\$1,085.90
Employee +1	\$2,714.69	80%	\$2,171.76
Employee +2/More	\$4,072.08	80%	\$3,257.67

Based on the County subsidy calculation the employee contribution for the Three-Tier Kaiser A plan will be no cost for all tiers (Employee, Employee +1, Employee +2 or more) for Plan Year 2026. The Three-Tier Kaiser B plan has a required minimum employee contribution at \$20/\$40/\$60 which would result in a higher employee contribution than the Three-Tier Kaiser A participants. The County and the signatory unions/associations to the Joint Labor Management Benefits Committee (JLMBC) have agreed that the required minimum employee contribution for the Three-Tier Kaiser B plan will be waived for the 2026 Plan Year.

To ensure uninterrupted coverage for enrolled members (eligible active employees, retired employees and survivors of retired employees) staff request authorization from the Board of Supervisors to renew existing insurance coverage at the rates provided in Attachment 1. The chart reflects the different premium structures - either Two Tier or Three Tier - based on what has been negotiated with various bargaining groups. Rate sheets, by bargaining group for actives and retirees, for the 2026 plan year reflecting County subsidies and employee/retiree costs will be available in October, prior to the Open Enrollment period. These rate sheets will be posted on the Employee Benefits website, and a sample draft is provided in Attachment 2.

The County continues to provide competitive rates for our benefits plans through dedicated persistence and collaboration with the County's consultant and the Joint Labor Management Benefits Committee (JLMBC). The Delta HMO, Delta PPO, VSP Computer Vision Care (CVC), Voluntary Vision and the Voya Supplemental & Basic Life Insurance plans will not increase in 2026. With the renewals and County subsidy for 2026, approximately 81% of County employees enrolled in NonPERS medical plans will see the same or reduced rate in their monthly contributions and 100% of employees enrolled in the Dental and Vision plans will see the same rate in their monthly contributions.

The County is proud of the collaboration and results achieved with our consultants and the Joint Labor Management Benefits Committee (JLMBC).

#### **CONSEQUENCE OF NEGATIVE ACTION:**

To prevent the disruption of services for group benefits that are offered to eligible active employees, retirees, survivors and dependents, it is necessary to accept rate renewals prior to open enrollment which is planned for October 13, 2025 - October 31, 2025, for the 2026 plan year.

#### NonPERS Medical, Dental, Vision, CVC and Life Insurance Renewal Rates

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

#### **NonPERS Medical Plans**

3 Tier Rate Structure	Coverage	2025	2026	% of Change
Contra Costa Health Plan A	Employee (EE)	\$ 1,262.51	\$ 1,357.37	7.51%
	EE + 1	\$ 2,524.98	\$ 2,714.69	7.51%
	EE + 2 or more	\$ 3,787.51	\$ 4,072.08	7.51%
Contra Costa Health Plan B	Employee (EE)	\$ 1,399.51	\$ 1,504.66	7.51%
	EE + 1	\$ 2,799.00	\$ 3,009.30	7.51%
	EE + 2 or more	\$ 4,198.53	\$ 4,513.98	7.51%
Kaiser Permanente Plan A	Employee (EE)	\$ 977.28	\$ 1,072.22	9.71%
	EE + 1	\$ 1,954.56	\$ 2,144.44	9.71%
	EE + 2 or more	\$ 2,931.84	\$ 3,216.66	9.71%
Kaiser Permanente Plan B	Employee (EE)	\$ 776.74	\$ 852.18	9.71%
	EE + 1	\$ 1,553.48	\$ 1,704.36	9.71%
	EE + 2 or more	\$ 2,330.22	\$ 2,556.54	9.71%
Kaiser Permanente HDHP	Employee (EE)	\$ 623.50	\$ 684.16	9.73%
	EE + 1	\$ 1,247.00	\$ 1,368.32	9.73%
	EE + 2 or more	\$ 1,870.50	\$ 2,052.48	9.73%
Teamsters Local 856 Kaiser Trust Health Plan	Employee (EE)	\$ 960.12	\$ 1,056.13	10.00%
	EE + 1	\$ 1,964.96	\$ 2,161.46	10.00%
	EE + 2 or more	\$ 2,813.32	\$ 3,094.65	10.00%
Health Net SmartCare HMO A	Employee (EE)	\$ 1,903.38	\$ 2,079.44	9.25%
	EE + 1	\$ 3,806.76	\$ 4,158.88	9.25%
	EE + 2 or more	\$ 5,710.14	\$ 6,238.32	9.25%
Health Net SmartCare HMO B	Employee (EE)	\$ 1,273.48	\$ 1,391.28	9.25%
	EE + 1	\$ 2,546.95	\$ 2,782.56	9.25%
	EE + 2 or more	\$ 3,820.43	\$ 4,173.84	9.25%
Health Net CA & OOS PPO Plan A	Employee (EE)	\$ 4,095.28	\$ 4,601.05	12.35%
	EE + 1	\$ 8,190.56	\$ 9,202.10	12.35%
	EE + 2 or more	\$ 12,285.84	\$ 13,803.15	12.35%

2 Tier Rate Structure *	Coverage	2025	2026	% of Change
Contra Costa Health Plan A	Employee (EE)	\$ 1,362.40	\$ 1,464.76	7.51%
	Family	\$ 3,245.94	\$ 3,489.82	7.51%
Contra Costa Health Plan B	Employee (EE)	\$ 1,510.22	\$ 1,623.69	7.51%
	Family	\$ 3,588.52	\$ 3,858.14	7.51%
Kaiser Permanente Plan A	Employee (EE)	\$ 1,067.95	\$ 1,171.70	9.71%
	Family	\$ 2,488.32	\$ 2,730.06	9.71%
Kaiser Permanente Plan B	Employee (EE)	\$ 870.72	\$ 955.28	9.71%
	Family	\$ 2,028.76	\$ 2,225.80	9.71%
Kaiser Permanente HDHP	Employee (EE)	\$ 703.10	\$ 771.50	9.73%
	Family	\$ 1,638.22	\$ 1,797.60	9.73%
Health Net HMO SmartCare Plan A	Employee (EE)	\$ 2,038.05	\$ 2,226.57	9.25%
	Family	\$ 4,993.22	\$ 5,455.09	9.25%
Health Net HMO SmartCare Plan B	Employee (EE)	\$ 1,363.58	\$ 1,489.71	9.25%
	Family	\$ 3,340.78	\$ 3,649.80	9.25%
Contra Costa Health Plan A2	Employee (EE)	\$ 1,040.20	\$ 1,118.36	7.51%
	Family	\$ 2,326.89	\$ 2,501.72	7.51%

<sup>\*</sup> The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

#### NonPERS Medical, Dental, Vision, CVC and Life Insurance Renewal Rates

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

NonPERS Medicare Coordination of Benefits (COB) Plans

3 Tier Rate Structure	Coverage		2025		2026	% of Change
Contra Costa COB Health Plan A	Retiree	\$	626.60	\$	673.68	7.51%
	2 Medicare	\$	1,253.20	\$	1,347.36	7.51%
Contra Costa COB Health Plan B	Retiree	\$	645.40	\$	693.89	7.51%
	2 Medicare	\$	1,290.79	\$	1,387.78	7.51%
Health Net HMO A COB Plan	Retiree	\$	976.54	\$	1,051.34	7.66%
	2 Medicare	\$	1,953.08	\$	2,102.68	7.66%
Health Net HMO B COB Plan	Retiree	\$	885.97	\$	953.84	7.66%
	2 Medicare	\$	1,771.94	\$	1,907.68	7.66%
Health Net CA &OOS COB PPO Plan A	Retiree	\$	1,381.35	\$	1,516.31	9.77%
	2 Medicare	\$	2,762.70	\$	3,032.62	9.77%
2 Tier Rate Structure*	Coverage		2025		2026	% of Change
Contra Costa COB Health Plan A	Retiree	\$	626.60	Ś	673.68	7.51%
Contra Costa Cob nealth Flan A	I TO COLO COLO	۲ ا	0_0.00	т .	0,0.00	7.5170
Contra Costa Cob Health Flair A	2 Medicare	\$	1,253.20		1,347.36	7.51%
Contra Costa COB Health Plan B				\$		
	2 Medicare	\$	1,253.20	\$	1,347.36	7.51% 7.51%
	2 Medicare Retiree	\$	1,253.20 645.40	\$	1,347.36 693.89	7.51% 7.51% 7.51%
Contra Costa COB Health Plan B	2 Medicare Retiree 2 Medicare	\$ \$ \$	1,253.20 645.40 1,290.79	\$ \$ \$	1,347.36 693.89 1,387.78	7.51% 7.51% 7.51% 7.66%
Contra Costa COB Health Plan B	2 Medicare Retiree 2 Medicare Retiree	\$ \$ \$ \$	1,253.20 645.40 1,290.79 976.54	\$ \$ \$ \$	1,347.36 693.89 1,387.78 1,051.34	7.51%
Contra Costa COB Health Plan B Health Net HMO A COB Plan	2 Medicare Retiree 2 Medicare Retiree 2 Medicare	\$ \$ \$ \$	1,253.20 645.40 1,290.79 976.54 1,953.08	\$ \$ \$ \$ \$	1,347.36 693.89 1,387.78 1,051.34 2,102.68	7.51% 7.51% 7.51% 7.66% 7.66% 7.66%
Contra Costa COB Health Plan B Health Net HMO A COB Plan	2 Medicare Retiree 2 Medicare Retiree 2 Medicare Retiree Retiree	\$ \$ \$ \$ \$	1,253.20 645.40 1,290.79 976.54 1,953.08 885.97	\$ \$ \$ \$ \$	1,347.36 693.89 1,387.78 1,051.34 2,102.68 953.84	7.51% 7.51% 7.51% 7.66% 7.66%

<sup>\*</sup> The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

**Medicare Senior Advantage Plans** 

3 Tier Rate Structure	Coverage		2025		2026	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$	414.28	\$	470.62	13.60%
	2 Medicare	\$	1,118.44	\$	1,270.71	13.61%
Kaiser Senior Advantage Plan B	Retiree	\$	314.03	\$	356.68	13.58%
	2 Medicare	\$	847.52	\$	962.79	13.60%
Health Net Seniority Plus Plan A	Retiree	\$	809.24	\$	849.70	5.00%
	2 Medicare	\$	1,618.48	\$	1,699.40	5.00%
Health Net Seniority Plus Plan B	Retiree	\$	679.36	\$	713.33	5.00%
	2 Medicare	\$	1,358.72	\$	1,426.66	5.00%
2 Tier Rate Structure	Coverage		2025		2026	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$	414.37	\$	470.71	13.60%
	2 Medicare	\$	1,119.18	\$	1,271.46	13.61%
Kaiser Senior Advantage Plan B	2 Medicare Retiree	\$ \$	1,119.18 314.12		1,271.46 356.77	
		\$ \$ \$	,	\$		13.61% 13.58% 13.59%
	Retiree	\$ \$ \$ \$	314.12	\$	356.77	13.58% 13.59%
Kaiser Senior Advantage Plan B	Retiree 2 Medicare	\$ \$ \$ \$	314.12 848.26	\$	356.77 963.54	13.58% 13.59% 5.00%
Kaiser Senior Advantage Plan B	Retiree 2 Medicare Retiree	\$ \$ \$	314.12 848.26 809.24	\$ \$	356.77 963.54 849.70	13.58%

#### NonPERS Medical, Dental, Vision, CVC and Life Insurance Renewal Rates

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

#### **Dental PPO**

2 Tier & 3 Tier Rate Structure	Coverage	2025	2026	% of Change
Delta Dental PPO ASO Fees	N/A	\$4.93	\$4.93	0.00%
Delta Dental PPO	Employee (EE)	\$46.52	\$46.52	0.00%
	EE + 1 (Family)	\$105.08	\$105.08	0.00%
	EE + 2 or more (Family)	\$105.08	\$105.08	0.00%

#### **Dental DHMO**

2 Tier & 3 Tier Rate Structure	Coverage	2025	2026	% of Change
Delta Care HMO	Employee (EE)	\$24.17	\$24.17	0.00%
	EE + 1 (Family)	\$52.23	\$52.23	0.00%
	EE + 2 or more (Family)	\$52.23	\$52.23	0.00%

#### Vision

		2025	2026	% of Change
VSP Computer Vision Care Plan (CVC)	Employee (EE)	\$1.69	\$1.69	0.00%
VSP Voluntary Vision Plan (3-tier)	Employee (EE)	\$8.55	\$8.55	0.00%
	EE + 1	\$17.10	\$17.10	0.00%
	EE + 2 or more	\$27.54	\$27.54	0.00%

#### **Life Insurance**

	2025	2026	% of Change
VOYA Basic Life AD&D Program	\$0.074/\$1,000	\$0.074/\$1,000	0.00%
VOYA Supplemental Life AD&D Program	2025	2026	% of Change
Employee and Spouse Age:	Rate per \$1,000	Rate per	
0-24	\$0.07	\$0.07	0.00%
25-29	\$0.08	\$0.08	0.00%
30-34	\$0.10	\$0.10	0.00%
35-39	\$0.11	\$0.11	0.00%
40-44	\$0.14	\$0.14	0.00%
45-49	\$0.22	\$0.22	0.00%
50-54	\$0.34	\$0.34	0.00%
55-59	\$0.59	\$0.59	0.00%
60-64	\$0.99	\$0.99	0.00%
65-69	\$1.82	\$1.82	0.00%
<u>&gt;</u> 70	\$3.52	\$3.52	0.00%
Dependent Children (Supp. Life only):			
\$5,000	\$0.80	\$0.80	0.00%
\$10,000	\$1.60	\$1.60	0.00%

## 2026 CONTRA COSTA COUNTY MONTHLY MEDICAL AND DENTAL PLAN PREMIUMS PERMANENT FULL TIME EMPLOYEES AND PART TIME EMPLOYEES SCHEDULED TO WORK AT LEAST 20 HOURS PER WEEK

PLAN/COVERAGE DESCRIPTION	TOTAL MONTHLY PREMIUM	COUNTY MONTHLY SUBSIDY	EMPLOYEE MONTHLY SHARE
CONTRA COSTA HEALTH PLAN - BASIC PLAN A			
Employee on Basic Plan	\$1,357.37	\$1,085.90	\$271.47
Employee & 1	\$2,714.69	\$2,171.76	\$542.93
Employee & 2 or more dependents on Basic Plan	\$4,072.08	\$3,257.67	\$814.41
CONTRA COSTA HEALTH PLAN - BASIC PLAN B			
Employee on Basic Plan	\$1,504.66	\$1,085.90	\$418.76
Employee & 1	\$3,009.30	\$2,171.76	\$837.54
Employee & 2 or more dependents on Basic Plan	\$4,513.98	\$3,257.67	\$1,256.31
KAISER PERMANENTE - BASIC PLAN A			
Employee on Basic Plan	\$1,072.22	\$1,072.22	\$0.00
Employee & 1	\$2,144.44	\$2,144.44	\$0.00
Employee & 2 or more dependents on Basic Plan	\$3,216.66	\$3,216.66	\$0.00
KAISER PERMANENTE - BASIC PLAN B			
Employee on Basic Plan	\$852.18	\$852.18	\$0.00
Employee & 1	\$1,704.36	\$1,704.36	\$0.00
Employee & 2 or more dependents on Basic Plan	\$2,556.54	\$2,556.54	\$0.00
KAISER PERMANENTE - HIGH DEDUCTIBLE PLAN			
Employee on Basic Plan	\$684.16	\$684.16	\$0.00
Employee & 1	\$1,368.32	\$1,368.32	\$0.00
Employee & 2 or more dependents on Basic Plan	\$2,052.48	\$2,052.48	\$0.00
TEAMSTERS 856 TRUST FUND KP HEALTH PLAN			
Employee on Basic Plan	\$1,056.13	\$1,056.13	\$0.00
Employee & 1	\$2,161.46	\$2,161.46	\$0.00
Employee & 2 or more dependents on Basic Plan	\$3,094.65	\$3,094.65	\$0.00
HEALTH NET SMARTCARE - BASIC PLAN A			
Employee on Basic Plan	\$2,079.44	\$1,085.90	\$993.54
Employee & 1	\$4,158.88	\$2,171.76	\$1,987.12
Employee & 2 or more dependents on Basic Plan	\$6,238.32	\$3,257.67	\$2,980.65
HEALTH NET SMARTCARE - BASIC PLAN B			
Employee on Basic Plan	\$1,391.28	\$1,085.90	\$305.38
Employee & 1	\$2,782.56	\$2,171.76	\$610.80
Employee & 2 or more dependents on Basic Plan	\$4,173.84	\$3,257.67	\$916.17
HEALTH NET PPO PLAN - BASIC PLAN A			
Employee on PPO Basic Plan	\$4,601.05	\$1,085.90	\$3,515.15
Employee & 1	\$9,202.10	\$2,171.76	\$7,030.34
Employee & 2 or more dependents on Basic Plan	\$13,803.15	\$3,257.67	\$10,545.48

## 2026 CONTRA COSTA COUNTY MONTHLY MEDICAL AND DENTAL PLAN PREMIUMS PERMANENT FULL TIME EMPLOYEES AND PART TIME EMPLOYEES SCHEDULED TO WORK AT LEAST 20 HOURS PER WEEK

		COUNTY		
PLAN/COVERAGE DESCRIPTION		TOTAL MONTHLY	MONTHLY	<b>EMPLOYEE</b>
		PREMIUM	SUBSIDY	MONTHLY SHARE
DELTA DENTAL PREMIER PPO - \$1,800 Ann	ual Maximum			
For CCHP Plans	Employee	\$46.52	\$41.17	\$5.35
	Employee + 1	\$105.08	\$93.00	\$12.08
	Employee + 2 or more	e \$105.08	\$93.00	\$12.08
For Health Net Plans	Employee	\$46.52	\$34.02	\$12.50
	Employee + 1	\$105.08	\$76.77	\$28.31
	Employee + 2 or more	e \$105.08	\$76.77	\$28.31
For Kaiser Permanente Plans	Employee	\$46.52	\$34.02	\$12.50
	Employee + 1	\$105.08	\$76.77	\$28.31
	Employee + 2 or more		\$76.77	\$28.31
Without a Health Plan	Employee	\$46.52	\$43.35	\$3.17
	Employee + 1	\$105.08	\$97.81	\$7.27
	Employee + 2 or more	e \$105.08	\$97.81	\$7.27
DELTA CARE (HMO)				
For CCHP Plans	Employee	\$24.17	\$24.17	\$0.00
	Employee + 1	\$52.23	\$52.23	\$0.00
	Employee + 2 or more	e \$52.23	\$52.23	\$0.00
For Health Net Plans	Emp <mark>loy</mark> ee	\$24.17	\$21.31	\$2.86
1 of Fleatiff Net Flans	Employee + 1	\$52.23	\$46.05	\$6.18
	Employee + 2 or more		\$46.05	\$6.18
	Employee + 2 or more	e \$32.23	\$40.05	\$0.10
For Kaiser Permanente Plans	Employee	\$24.17	\$21.31	\$2.86
	Employee + 1	\$52.23	\$46.05	\$6.18
	Employee + 2 or more	e \$52.23	\$46.05	\$6.18
Without a Health Plan	Employee	\$24.17	\$24.17	\$0.00
	Employee + 1	\$52.23	\$52.23	\$0.00
	Employee + 2 or more	e \$52.23	\$52.23	\$0.00
VSP VOLUNTARY VISION PLAN				
	Employee	\$8.55	\$0.00	\$8.55
	Employee + 1	\$17.10	\$0.00	\$17.10
	Employee + 2 or more		\$0.00	\$27.54



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3529 Agenda Date: 9/9/2025 Agenda #: C.1.

**To:** Board of Supervisors

**From:** Greg Baer, Director of Airports

Report Title: Amendment to Consulting Services Agreement with KSA Engineers, 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 KSA Engineers, to extend the contract from October 31, 2025, to June 30, 2026, and to update Attachment 1 to Appendix B with current rate sheet for KSA Engineers. (100% Airport Enterprise Fund).

#### **FISCAL IMPACT:**

For any future task orders generated through this agreement the increase from the 2020 hourly rates to 2025 hourly rates will be paid through the Airport Enterprise Fund.

#### **BACKGROUND:**

In November of 2020, the County and KSA Engineers 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 KSA's hourly rate sheet equivalent to annual 5% increases from 2022 to 2025, 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.

Project Name: On Call EDA

Project No.: Various

#### 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) <u>Subject</u>: 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:

KSA Engineers

140 E. Tyler Street, Ste. 600

Lonview, TX 75601 Attn: Peter Van Pelt

(b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: Texas

- 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 08/01/2025.
- 5. <u>Amendment Specifications</u>. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
- 6. <u>Signatures</u>. The signatures set forth below attest the parties' agreement hereto:

SIGNATURE A

Project Name: On-Call EDA

Project No.: Various

#### **CONSULTANT**

SIGNATURE B

Consultant's Name:  KSA Engineers, a Corporation  By Mitchell L. Forture  404C663FDA53461  (Signature of individual or officer)  Mitchell L. Fortner, President/CEO  (Print name and title, if applicable)	By SHELL ROGERS  33BC9A84B5C54B5 (Signature of individual or officer)  — Sheila Rogers, Assistant Secretary (Print name and title, if applicable)
first signature (Signature A) must be that of the chairman of the board	to Consulting Services Agreement must be signed by two officers. The d, president, or vice-president; the second signature (Signature B) must assistant treasurer. (Civil Code Section 1190 and Corporations Code tary Public.
	e verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
	(Name and Title of Officer), son(s) whose name(s) is/are subscribed to the within instrument and eir authorized capacity(ies), and that by his/her/their signature(s) on the son(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State WITNESS MY HAND AND OFFICIAL SEAL Signature of Notary Public	te of California that the foregoing paragraph is true and correct.

Amendment No. 2 (Page 2 of 4)

Project Name: On-Call EDA

Project No.: Various

#### **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,	The state of the s	ATTEST: Clerk of the Board of Supervisors
Ву		By Deputy
Board Chair/Designee		Deputy
(b) If Amendment is approved	by County Purchasing	Agent:
AGENCY,		
ByCounty Purchasing Agent or Designee		
	APPRO	OVALS
	ATTA	OVALD
RECOMMENDED BY DEPARTMENT		FORM APPROVED BY COUNTY COUNSEL
By Designee		By Deputy County Counsel
	APPROVED: COUNT	TY ADMINISTRATOR
	ByDesi	
	Desi	ignee

Amendment No. 2 (Page 3 of 4)

Project Name: On-Call EDA

Project No.: Various

#### **AMENDMENT SPECIFICATIONS**

In consideration for KSA Engineers, 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 alread been initiated. Further, as the contract is being extended the rate sheet in Attachment 1 to Appendix B from 2020 will be updated with the attached rate sheet.

Amendment No. (Page 4 of 4)



## <u>2025 SCHEDULE OF HOURLY FEES – Aviation</u> (Includes annual 5% increase each year beginning CY 2022)

	2020	2025
Craig Phipps, Principal	\$280.00/hour	\$340.00/hour
Peter Van Pelt, Principal	\$280.00/hour	\$340.00/hour
Paula Jordan, Principal	\$280.00/hour	\$340.00/hour
Craig Clairmont, Senior Project Manager	\$260.00/hour	\$316.00/hour
Chad Pennel, Senior Project Manager	\$240.00/hour	\$292.00/hour
Grayson Cox, Senior Project Manager	\$240.00/hour	\$292.00/hour
Sylvia Ambrogio, Senior Project Manager	\$240.00/hour	\$292.00/hour
Nathan Mikell, Project Engineer	\$170.00/hour	\$206.00/hour
Michael Mallonee, Planning Sr. Project Manager	\$250.00/hour	\$305.00/hour
Chris Munroe, Senior Airport Planner	\$220.00/hour	\$268.00/hour
Michael Mitchell, Technical Airport Planner	\$168.00/hour	\$204.00/hour
John Selmer, Sr. Architectural Project Manager	\$240.00/hour	\$292.00/hour
Trevor Self, Project Engineer	\$155.00/hour	\$189.00/hour
Design Engineer	\$120.00/hour	\$145.00/hour
Project Planner	\$120.00/hour	\$145.00/hour
Design Architect	\$140.00/hour	\$170.00/hour
GIS Specialist	\$150.00/hour	\$183.00/hour
Senior Engineering Technician	\$185.00/hour	\$225.00/hour
Engineering Technician	\$100.00/hour	\$122.00/hour
Senior Design Technician	\$125.00/hour	\$152.00/hour
Design Engineer	\$85.00/hour	\$103.00/hour
Safety Manager	\$135.00/hour	\$164.00/hour
Safety Specialist	\$95.00/hour	\$116.00/hour
Project Assistant	\$105.00/hour	\$128.00/hour
Senior CAD Technician	\$85.00/hour	\$103.00/hour
CAD Technician	\$75.00/hour	\$91.00/hour
Graphic Designer	\$70.00/hour	\$86.00/hour
Grant Administrator	\$125.00/hour	\$152.00/hour
Administrative Secretary	\$85.00/hour	\$103.00/hour
Mileage	\$0.58/mile	\$0.70/mile
ATV (4-Wheeler)	\$100/day	\$100/day
GPS	\$100/day	\$100/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing): Actual Cost

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3530 Agenda Date: 9/9/2025 Agenda #: C.2.

**To:** Board of Supervisors

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

**Report Title:** APPROVE the 2024 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture.

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⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE the 2024 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture.

#### FISCAL IMPACT:

There is no fiscal impact.

#### **BACKGROUND:**

Section 2272 and 2279 of the California Food and Agriculture Code requires the County Agricultural Commissioner to submit an annual report to the State Secretary of CDFA. Data in this report is to be collected and prepared in a manner that will provide the most reliable and accurate estimates of acreage, yield, production, and value. The material is to be presented in a uniform manner, so reports across counties are comparable and the maximum value to CDFA. The report provides core agricultural statistical data and programmatic information. It includes information about what is being done to eradicate, control, or manage pests. It contains information about the many sources of food production in the County, including commercial and small-scale diversified farms, community and school gardens, and nurseries and livestock production. The report details the work of the Department's staff to support a robust agricultural industry.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

A negative action would delay or prevent filing the required county crop report. This would be a violation of the California Food and Agriculture Code and cause a breach in the Memorandum of Understanding between the California Department of Food and Agriculture and the California Agricultural Commissioners and Sealers Association.

**File #:** 25-3530 **Agenda Date:** 9/9/2025 **Agenda #:** C.2.



## IN REMEMBRANCE OF FRANK "DOUG" IPOCK

WHEN PEOPLE THINK ABOUT MY LEADERSHIP, THEY WILL SAY THAT I CONTINUOUSLY CHALLENGED CONVENTIONAL THINKING EMPHASIZED COMMON SENSE RESOLUTIONS TO EMERGING CHALLENGES, ENTHUSIASTICALLY PASSED DOWN INSTITUTIONAL WISDOM, AND LISTENED CAREFULLY AND RESPONDED APPROPRIATELY TO THE THOUGHTS AND NEEDS OF

ISTENED CAREFULLY AND RESPONDED APPROPRIATELY TO THE THOUGHTS AND NEEDS OF ALL THOSE WITHIN MY SPHERE OF INFLUENCE. I HOPE THAT THOSE THAT I LEAD WILL THINK OF ME AS A MENTOR AND A FRIEND FOR LIFE. WHEN PEOPLE TALK ABOUT MY LEGACY, IT WILL BE OF AN ADVENTURE PROUDLY SHARED AND CHERISHED IN MEMORY.

#### FRANK IPOCK

LEGACY STATEMENT

DEPUTY SEALER OF CONTRA COSTA COUNTY FRANK 'DOUG' IPOCK, WAS ORIGINALLY FROM OKLAHOMA AND HAD A DEDICATED CAREER IN THE NAVY. HE GRADUATED FROM OKLAHOMA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE IN 1977. WE AT THE CONTRA COSTA COUNTY DEPARTMENT OF AGRICULTURE/ WEIGHTS & MEASURES CAME TO KNOW DOUG ONLY A SHORT COUPLE OF YEARS, BEFORE HIS PASSING. HE WAS ONE OF THE WARMEST AND MOST WELCOMING PEOPLE, YET HE HAD A COMMANDING PRESENCE. HE WAS ALWAYS AVAILABLE TO ENTHUSIASTICALLY EXPLAIN ANY QUESTIONS WE HAD. DOUG WAS NOT A "ONE-WORD ANSWER" TYPE OF PERSON, HE WOULD ANSWER A QUESTION MAKING SURE IT WAS UNDERSTOOD. HE WAS WITHOUT FAIL WILLING TO SHARE HIS KNOWLEDGE AND EXPERIENCE WITH ANYONE WHO GAVE HIM AN AUDIENCE.



HE INSPIRED THE BEST OUT OF EVERYONE HE WORKED WITH. DOUG CARRIED A STRONG SENSE OF JOY AND JUSTICE, CHAMPIONING CONSUMERS, INDUSTRY, HIS TEAM, COWORKERS, HIS FRIENDS, AND HIS FAMILY. HE CHERISHED THE RELATIONSHIPS HE BUILT BOTH PERSONALLY AND PROFESSIONALLY. LIKE A MAN PLANTING A TREE WHOSE SHADE HE MAY NEVER SIT IN, DOUG WAS DEDICATED TO ENSURING FUTURE GENERATIONS WOULD CONTINUE THE IMPORTANT WORK OF WEIGHTS AND MEASURES.

# NOVEMBER 2025

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	0FFICE CLOSED VETERANS DAY	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 OFFICE CLOSED THANKSGIVING DAY	28  OFFICE CLOSED	29
30						



# Agricultural Commissioner / Director of Weights & Measures

Matt Slattengren

Assistant Agricultural Commissioner/ Sealer of Weights & Measures Ivan Godwyn

Deputy Agricultural Commissioners Gabriel Chan, Greg Spurlock

Deputy Sealer of Weights and Measures Frank "Doug" lpock

Agricultural Biologists Simone Ackermann, Keri Brumfield, David Hallinan, Amanda Miller, Lindsay Neuner, Diana Oseguera, Lucas Pattie, Wil Schaub, Shannon Smith, Jorge Vargas, Janessa Weingand, Micaela Wilcox, Jessica Yount

Weights & Measures Inspectors Gabriel Adebote, Patrick Bowen, Christine Buelna, Christopher Cook, Ngozi Egbuna, Harmeet Gil, John Luzar, Elizabeth Torrez

> Agricultural & Standards Aides Stephen Vollmer, Alvin Xu

Administrative Support Stephanna Hidalgo, Julia Daniels

Pest Detection, Pest Management & Glassy-winged Sharpshooter Staff Jason Beebout, Joel Corpus, Brittnee Cruz, Kelsey Gross, Debra Huntsman, Alexis Jackson, Yasmine Jimenez, Rick Mata, Linda Mazur, Andrew Morrow, Eldren Prieto, Giovanni Ortiz, Sarah Ratto, Lydia Slyker, Mark Weis, Oscar Zaldua

Pest Quarantine Detector Canine Major

### LETTER TO SECRETARY

Dear Karen Ross, Secretary of the California Department of Food and Agriculture and The Honorable Board of Supervisors of Contra Costa County

I am pleased to submit the 2024 Agricultural Crop & Livestock Report for Contra Costa County in accordance with the provisions of Section 2272 and 2279 of the California Food and Agricultural Code.

The 2024 overall production values had minor changes. Demand for Contra Costa County agricultural goods remained strong, partially because many growers market goods directly to consumers or wholesale direct to retail. The total gross value of agricultural crops in 2024 was \$142,788,854 which is an increase of \$11,724,854. In general, demand and prices have remained strong for agricultural crops in Contra Costa County. Crop values vary from year to year due to factors such as production, weather, and market conditions.

Some notable changes include an increase in Fruit and Nut crops as the demand for these products stayed strong. Also noteworthy is the decrease in total value of Field Crops due to a reduction in the crops produced.

Fifteen crop categories exceeded one million dollars in value for 2024. These categories in decreasing order include tomatoes, sweet corn, cattle and calves, cherries, grapes, almonds, alfalfa hay, rangeland, field corn, apiary products, apricots, cereal hay, green beans and irrigated pastures.

It should be emphasized that the values stated in this report are gross receipts and do not include the cost of production, transportation, or marketing of the products. The economic benefit of agricultural production is generally thought to be about three times the gross production value.

I truly appreciate the agricultural producers, farmers, ranchers, and organizations that shared information and supported our efforts in completing this report. Special recognition goes to all the staff who assisted in compiling the information to make this report possible.

Respectfully Submitted, Matt Slattengren Agricultural Commissioner Director of Weights and Measures

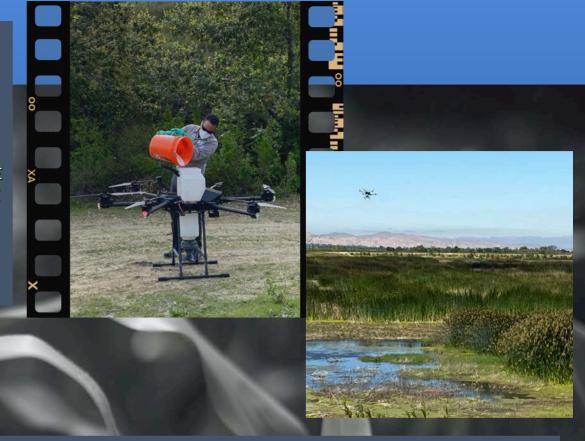


# DECEMBER 2025

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 OFFICE CLOSED CHRISTMAS	26	27
28	29	30	31			

CONTRA COSTA IS LEADING THE WAY IN
CUTTING EDGE TECHNOLOGY IN FARMING AND
PEST MANAGEMNT. FARMERS IN OUR COUNTY
ARE UTILIZING ELECTRIC TRACTORS, CITIES
ARE INTEGRATING ELECTRIC REMOTECONTROL MOWERS FOR WEED ABATEMENT,
AND PUBLIC AGENCIES ARE EMPLOYING DRONE
TECHNOLOGY FOR MOSQUITO CONTROL. THESE
TECHNOLOGIES ARE HELPING SHAPE A MORE
EFFICIENT AND SUSTAINABLE FUTURE FOR
FARMING AND PEST ABATEMENT IN OUR
COUNTY.





CONTRA COSTA VECTOR CONTROL IS USING DRONES TO VISUALLY INSPECT LARGE AGRICULTURAL AREAS ALONG WITH ENVIRONMENTALLY SENSITIVE AREAS WITHOUT POTENTIALLY IMPACTING THOSE LOCATIONS. VECTOR CONTROL CAN INSPECT WETLANDS AND HARD TO REACH PLACES IN A FRACTION OF THE TIME WITH A DRONE VS ON FOOT. DRONES CAN BE USED FOR PESTICIDE TREATMENTS AS WELL; THESE TREATMENTS ARE DONE IN PUBLIC AREAS WHEN PEOPLE ARE NOT PRESENT. VECTOR CONTROL CONDUCTS APPLICATIONS TO PROTECT THE PUBLIC AND CONTROL THE MOSQUITOS FOUND IN ALL TYPES OF WATER.

CONTRA COSTA MOSQUITO & VECTOR CONTROL DISTRICT



# GROSS PRODUCTION VALUE BY CATEGORY

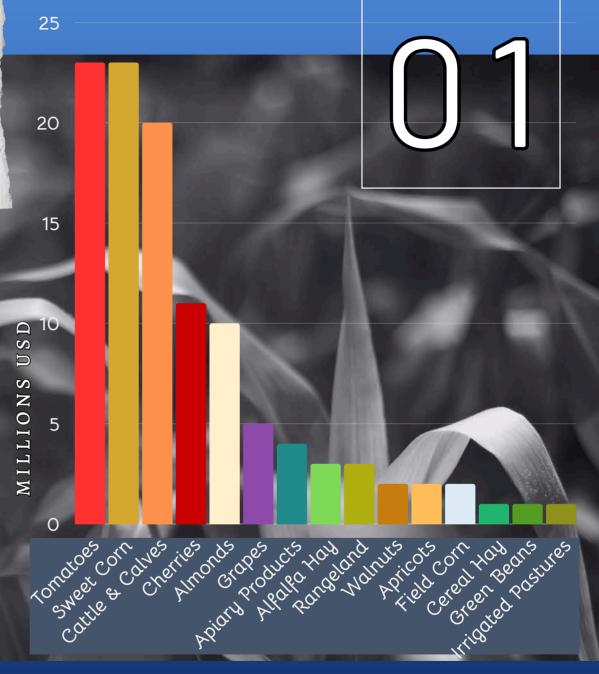
Vegetable & Seed Crops \$ 50,093,620

Fruit & Nut Crops \$ 43,681,163

Livestock & Livestock Products \$ 25,721,507

Field Crops \$12,609,564

Nursery Products \$10,683,000



LEADING CROPS

# JANUARY



SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
				OFFICE CLOSED NEW YEAR'S DAY		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 OFFICE CLOSED DR. MARTIN LUTHER KING JR. DAY	20	21	22	23	24
25	26	27	28	29	30	31

Change in **Total Cultivated** Change in **Gross Value** Gross Ranking Acreage Acreage Value 2024 2023 % 2024 2023 % 2024 2023 Category Vegetable & **Seed Crops** 1 % 1 \$ 50,093,620 \$ 50,685,000 -1 % 6,575 6,519 **Fruit & Nut Crops 12** % 2 2 \$ 43,681,163 \$ 31,589,000 38 % 7,457 6,666 Livestock & \$ 25,721,507 \$ 26,181,090 -2 % 3 3 N/A N/A N/A **Livestock Products Field Crops** 173,540 165,046 5% \$ 12,609,564 \$ 13,091,014 - 4% 4 4 **Nursery Products** \$ 10,683,000 \$ 9,586,000 11 % 40.80 38.57 6 % 5 **Total** \$ 142,788,854 \$ 131,064,000 9 % totals may not add thru report

# PRODUCTION SUMMARY

# FEBRUARY



SUN	MON	TUE	WED THU		FRI	SAT
			I	I	I	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
						VALENTINE'S DAY
15	16	17	18	19	20	21
	OFFICE CLOSED PRESIDENT'S DAY					
22	23	24	25	26	27	28
		<u> </u>	<u> </u>	I	<u> </u>	

## FIELD CROPS

Crop	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Unit	Value Per Unit	Total Value
Alfalfa Hay	2024 2023	2,382 2,390	6.41 6.39	15,269 15,272	Ton	\$212.00 \$207.00	\$ 3,237,028 \$ 3,161,304
Cereal Hay	2024 2023	4,333 3,383	2.34 2.79	10,139 9,439	Ton	\$113.00 \$116.00	\$ 1,145,707 \$ 1,094,924
Field Corn	2024 2023	1,709 2,068	10.30 9.29	17,603 19,205	Ton	\$98.00 \$118.00	\$ 1,725,094 \$ 2,256,000
Irrigated Pasture	2024 2023	3,700 5,400	N/A	N/A	Acre	\$302.00 \$302.00	\$ 1,117,400 \$ 1,645,900
Rangeland	2024 2023	157,642 148,000	N/A	N/A	Acre	\$23.00 \$23.00	\$ 3,625,766 \$ 3,404,000
Wheat	2024 2023	990 1,047	2.11 2.21	2,089 2,314	Ton	\$321.00 \$299.00	\$ 670,569 \$ 691,886
Miscellaneous 1	2024 2023	2,784 2,708	Various	Various	Var.	Various	\$ 1,088,000 \$ 837,000
Total	2024 2023	173,540 165,046					\$ 12,609,564 \$ 13,091,014

<sup>1</sup> Includes Barley, Corn Silage, Forage Hay, Hay (wild), Industrial Hemp, Rye, Safflower, Silage, Straw, and Sudan Grass.







# MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
DAYLIGHT SAVING BEGIN						
15	16	17	18	19	20	21
		ST. PATRICK'S DAY			SPRING EQUINOX	
22	23	24	25	26	27	28
29	30	31		,		







BYRON-BETHANY IRRIGATION DISTRICT (BBID) IS A MULTI-COUNTY SPECIAL DISTRICT SERVING PARTS OF ALAMEDA, CONTRA COSTA AND SAN JOAQUIN ACROSS 55 SQUARE MILES AND 36,000 ACRES. BBID SERVES MORE THAN 215 AGRICULTURAL CUSTOMERS. ONE OF THE DUTIES BYRON-BETHANY IS IN CHARGE OF IS KEEPING THE FLOW OF WATER IN THE CANALS MOVING. THIS REQUIRES WEED ABATEMENT AND BBID USES A TRUCK THAT IS MORE EFFECTIVE AND EFFICENT, THAN PREVIOUS METHODS. BBID'S TRUCK USES TECHNOLOGY TO CALIBRATE AND REDUCE PRODUCT BEING USED. THIS HELPS FACILITATE WATER USE FOR PRODUCERS AND THE GROWING OF FRUITS AND VEGGIES.

# TO TRESPASSING WILL BE PROSECUTED B.B.ID. Ognf. 87-1

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5 EASTER	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



	Year	Field Acre	Total Value	1
Miscellaneous -1	2024 2023	40.80 38.57	\$10,683,000 \$9,586,000	1
Total	2024 2023	40.80 38.57	\$10,683,000 \$9,586,000	F

1 -Includes Christmas Trees, Cactus, Ground Covers, Propagative Materials, Ornamental Trees & Shrubs, Fruit Trees, Cut Flowers



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	Sites Surveyed	Control Method	Acres Treated	Acres Surveyed
Artichoke Thistle	846	Chemical	126	22,789
Mexican Poke Weed	4	Chemical/ Manual	1	36
Purple Starthistle	289	Chemical	38	7,515
Red Sesbania	31	Manual	1	400



1	Commodity	Year	Number of Head	Total Live Weight	Value Per CWT	Total Value	
	Cattle & Calves	2024 2023	17,977 25,167	87,779 lbs. 133,535 lbs.	\$233 \$174	\$23,235,090	1 - Includes Honey, Wax, and Pollination.
	Apiary Products -1	2024 2023	N/A	N/A	N/A	\$1,426,000	2 - Includes Chickens, Ducks, Emus,
d	Misc. Livestock -2	2024 2023	N/A	N/A	N/A	\$1,636,000 \$1,520,000	Goats, Hogs, Llamas, Ostriches, Pigs, Rabbits, Sheep,
	Total	2024 2023				\$25,721,507	Turkeys, Milk, Wool, and Eggs.

LIVESTOCK & LIVESTOCK PRODUCTS

# MAY



SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10  MOTHER'S DAY	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25  OFFICE CLOSED MEMORIAL DAY	26	27	28	29	30
31		,				,

## PEST DETECTION

١	Insect Pest	Total No. of Traps	Total Trap Servicings	Insect Pest	Total No. of Traps	Total Trap Servicings
	Asian Citrus Psyllid	865	4,489	Mediterranean Fruit Fly	877	11,359
١	European Grapevine Moth	99	1,022	Melon Fly	877	8,151
ı	European Stone Fruit Yellows	114	N/A	Oriental Fruit Fly	877	11,814
١	General Fruit Fly	863	25,023	Spongy Moth	579	3,118
	Glassy-Winged Sharpshooter	863	9,577	Spotted Lanternfly	34	N/A
	Japanese Beetle	579	2,725	Western Cherry Fruit Fly	137	503



06





SCAN FOR MORE INFORMATION

# JUNE



SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 OFFICE CLOSED JUNETEENTH	20
21  SUMMER SOLSTICE FATHER'S DAY	22	23	24	25	26	27
28	29	30				

ONE OF THE ALL-ELECTRIC TRACTORS AVAILABLE IS THE LATEST IN SUSTAINABLE AGRICULTURE EQUIPMENT. A FEW OF OUR GROWERS IN CONTRA COSTA COUNTY HAVE PURCHASED THIS TRACTOR AND THE WORK IT DELIVERS IS CONSISTENTLY EXCELLENT. THE 40 AMP CHARGING SYSTEM TAKES ABOUT 8 HOURS FOR A FULL CHARGE, DAILY OPERATIONS CAN BE ACCOMPLISHED ON A FULL CHARGE DEPENDING ON TYPE OF WORK. THERE ARE TRACTORS AVAILABLE WITH AN AUTONOMUS OPERATING SYSTEM, WHICH COULD OFFER BETTER MANAGEMENT OF RESOURCES. CALIFORNIA REGULATIONS PROHIBIT THE USE OF AUTONOMOUS VEHICLES IN THE PRODUCTION OF AGRICULTURAL PRODUCTS.





THE STATE OF CALIFORNIA IS CURRENTLY OFFERING A CLEAN OFF-ROAD EQUIPMENT (CORE) VOUCHER THAT MAKES THE ELECTRIC TRACTOR MORE AFFORDABLE TO PURCHASE. THIS VOUCHER IS PART OF THE PLAN TO GET CALIFORNIA VEHICLES ALL ELECTRIC.

ELECTRIC TRACTORS IN AGRICULTURE

# JULY



SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3 OFFICE CLOSED FOR INDEPENDENCE DAY	4 INDEPENDENCE DAY
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# 08





## FRUIT & NUT

AMILIA	Crop	Year	Harvested Acreage	Production Per Acre	Harvested Tons	Value Per Ton	Total Value
	Almonds	2024 2023	3,212 2,148	.65 Tons .67 Tons	2,088 1,439	\$4,723 \$4,523	\$9,861,624 \$6,551,000
1	Apricots	2024 2023	185 187	2.34 Tons 1.98 Tons	433 370	\$4,758 \$3,916	\$2,060,214 \$1,448,920
	Blackberries	2024 2023	4 4	.75 Tons .85 Tons	3.0 3.4	\$8,944 \$9,266	\$26,832 \$31,504
	Cherries	2024 2023	1,217 1,142	2.62 Tons 2.80 Tons	3,189 3,197	\$3,346 \$3,993	\$10,670,394 \$12,765,621
	Grapes	2024 2023	1,628 1,953	3.52 Tons 5.37 Tons	5,731 10,487	\$933 \$815	\$5,347,023 \$8,546,905
	Walnuts	2024 2023	440 491	2.01 Tons 1.82 Tons	884 894	\$2,439 \$1,126	\$2,156,076 \$1,006,644
	Miscellaneous 1	2024 2023	771 496	Various	Various	Various	\$13,559,000 \$2,379,000
	Total	2024 2023	7,457 6,666				\$43,681,163 \$33,994,693

1: Includes
Almonds,
Apples,
Apriums,
Asian Pears,
Berries, Citrus,
Figs, Loquats,
Melons,
Mulberries,
Nectarines,
Pears, Pecans,
Persimmons,
Pistachios,
Prunes,
Pomegranates,
Quinces,
Strawberries

# AUGUST



SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				,	

CFM Name / Location	Day	CFM Name / Location	Day
Crivi Name / Location	Day	Crivi Name / Location	Day
Alamo	Sun	Martinez	Sun
Antioch Kaiser	Thu	Moraga	Sun
Brentwood	Sat	Orinda	Sat
Concord	Tues + Thu	Pinole	Sat
Danville	Sat	Richmond	Fri
Diablo Valley Shadelands	Sat	Rossmoor	Fri
Discovery Bay	Sun	San Ramon Bishop Ranch	Sat
El Cerrito	Tue + Sat	Walnut Creek	Sun
Kensington	Sun		

# CONTRA COSTA COUNTY CERTIFIED FARMERS MARKETS





CONTRA COSTA COUNTY LOCAL U-PICK







# SEPTEMBER



SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7 OFFICE CLOSED LABOR DAY	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22  FALL EQUINOX	23	24	25	26
27	28	29	30		,	





	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Value Per Ton	Total Value
Green Beans-	2024	70	6.11 tons	428	\$2,584	\$1,105,952
Fresh Market	2023	0	0 tons	0	\$00	\$0
Sweet Corn	2024	2,764	10.69 tons	29,547	\$786	\$23,223,942
	2023	2,580	10.40 tons	26,832	\$698	\$18,728,736
Tomatoes -1	2024	3,219	62.00 tons	199,578	\$117	\$23,350,626
	2023	3,338	65.00 tons	216,970	\$134	\$29,073,980
Misc2	2024 2023	522 601	Various	Various	Various	\$2,413,100 \$2,975,000
Total	2024 2023	6,575 6,519		-	-	\$50,093,620 \$50,777,716

1 -Includes fresh and processed tomatoes.

2 - Includes
asparagus, artichokes,
beets, broccoli,
cabbage, cardoon,
carrots, cauliflower,
cucumbers, eggplant,
garlic, ginseng,
greens, herbs,
kohlrabi, lettuce,
melons, mushrooms,
okra, onions, peas,
peppers, potatoes,
pumpkins, radishes,
squash, and wheat
grass.



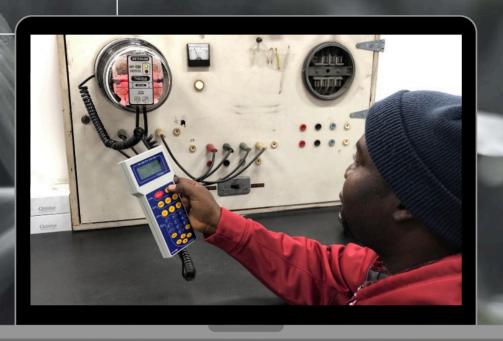
10

# OCTOBER



SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

# WEIGHTS & MEASURES





THE CONTRA COSTA COUNTY DIVISION OF WEIGHTS AND MEASURES PROMOTES A FAIR AND EQUITABLE MARKETPLACE BY PERFORMING INSPECTIONS OF RETAIL PACKAGES AND COMMERCIAL WEIGHING AND MEASURING DEVICES. THESE EFFORTS CERTIFY THAT THE SALES OF HARVESTED CROP, LIVESTOCK, ANIMAL FEED, VEHICLE FUEL, AND OTHER COMMODITIES ARE BASED ON A PRECISE WEIGHT OR MEASURE. CONTRA COSTA COUNTY HAS OVER 41,000 COMMERCIAL DEVICES THAT REQUIRE TESTING. NEARLY 15,000 DEVICES NEED TO BE TESTED ANNUALLY. JUST OVER 22,000 ARE TESTED LESS FREQUENTLY PER REGULATIONS.

## NOVEMBER



SUN	MON	TUE	WED	THU	FRI	SAT
DAYLIGHT SAVINGS END	2	3	4	5	6	7
8	9	10	0FFICE CLOSED VETERANS DAY	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26  OFFICE CLOSED THANKSGIVING DAY	27 OFFICE CLOSED	28
29	30					

## WEIGHTS & MEASURES

Advertisement & Transaction Verification	Commercial Devices
Petroleum Gas Stations	279
Retail Price Verification	5,305



Measuring Devices	Commercial Devices
Vehicle Fuel Stations Meters	8,382
Electric Sub Meters	6,756
Water Sub Meters	13,100
Vapor/ LPG/ LNG/ CNG Meters	3,779
Taxi Meters	94
Hydrogen Meters	6
Electric Vehicle Supply Equipment	556





Quality Assurance	Audited
Weighmaster Locations	10
Consumer Complaint Investigations	18

## HAVE YOU SEEN THIS SEAL?

THIS SEAL IS PLACED ON DEVICES THAT OUR DEPARTMENT HAS INSPECTED AND FOUND TO BE IN COMPLIANCE. WHEN YOU SEE THIS SEAL, YOU CAN BE ASSURED THE DEVICE WAS ACCURATE AT THE TIME OF TESTING AND THAT YOU ARE RECEIVING THE CORRECT QUANTITY FOR YOUR PURCHASE.

TACH	Weighing Devices	Commercial Devices
Canna	2,224	
Heavy C	105	
Vehicle	/ Railway Scales	102
Prescrip	33	
Livesto	ck/ Animal Scales	14
Other W	eighing Devices	2

## DECEMBER



SUN	MON	TUE	WED	THU	FRI	SAT
		1	GROWER CONTINUING EDUCATION CLASS	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 WINTER SOLSTICE	22	23	24	25 OFFICE CLOSED CHRISTMAS DAY	26
27	28	29	30	31		





SCAN FOR AGRICULTURE DEPT. WEBSITE



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3531 Agenda Date: 9/9/2025 Agenda #: C.3.

To: Board of Supervisors

From: Gus Kramer, County Assessor

Report Title: Purchase Order with Tyler Technologies, 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 Assessor, a purchase order with Tyler Technologies, Inc., in the amount of \$213,449.57 for the maintenance and support of the AES Rapid 2000 computer automated appraisal system for the period of August 1, 2025 through July 31, 2026 (100% AB589 Property Tax Administration Program Funds).

#### **FISCAL IMPACT:**

AB589 Property Tax Administration Program funds, in the amount of \$213,449.57 will be used to maintain the system.

#### **BACKGROUND:**

The AES Rapid 2000 system has been operational in the Assessor's Office since 1999. The system currently contains five (5) basic modules including residential property appraisal, appeal processing, public services tracking, Geographic Information System (GIS), and mass appraisal. The AES system has enabled appraisers to have on-line access to comparable sales data, property characteristics, and GIS parcel data, which is used to analyze and determine residential property appraisals for enrollment of the Assessment Roll. In its current state, the AES system has become a mission critical application for the appraisal staff, providing tools and services that extend beyond the capabilities of the County's Land Information System (LIS).

The software and services being purchased through this purchase order are governed by the Tyler Technologies, Inc. Maintenance and Support Agreement, dated August 1, 2017, between Tyler Technologies, Inc. and Contra Costa County.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the purchase order is not approved, the Assessor's Office will no longer have the ability to maintain and support the AES Rapid 2000 computer system, which has become a mission critical application for the appraisal staff who value property for tax assessment purposes.



Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

#### **Invoice**

Invoice No 070-111417

07/01/2025

Page 1 of 1

Questions:

Tyler Technologies- Appraisal & Tax 1-800-772-2260 Press 2, then 4 Phone:

ar@tylertech.com Email:



Bill Tα CONTRA COSTA COUNTY ASSESSOR'S OFFICE

2530 ARNOLD DR STE 400 MARTINEZ, CA 94553-4359 Ship Tα CONTRA COSTA COUNTY ASSESSOR'S OFFICE

2530 ARNOLD DR STE 400 MARTINEZ, CA 94553-4359

Cust NoBillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
48927 - 23204 - 23204	7170		USD	NET30	07/31/2025

Units Rate **Extended Price Contract Date** Description Contract No.: CONTRA COSTA CO ASSESOR 01/Aug/2017 AES: Rapid 2000 Maintenance & Support 1 213,449.57

Cycle: Start: 01/Aug/2025, End: 31/Jul/2026

213,449.57

\*\*ATTENTION\*\*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

**Subtotal** 

213,449.57

Sales Tax

\$0.00

**Invoice Total** 

213,449.57



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3532 Agenda Date: 9/9/2025 Agenda #: C.4.

To: Board of Supervisors

**From:** Joanne M. Bohren, Auditor-Controller

Report Title: Adoption of 2025-26 Secured Property Tax Rates and Authorization to Levy the 2025-26

Property Tax Roll

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT the fiscal year 2025-26 secured property tax rates as shown on Exhibit A, attached; AUTHORIZE the levy of these rates and those adopted by cities and multi-county districts, as shown in Exhibit B, against the taxable secured property within the County that is subject to each rate (anticipated revenues specified in Exhibit A are subject to changes in the secured roll); and ADOPT and levy the 2025-26 tax rates as shown on Exhibit B for the Unitary and Operating Non-Unitary property assessed by the State Board of Equalization with a single countywide value, as recommended by the Auditor-Controller.

#### **FISCAL IMPACT:**

Adoption of the attached property tax rates will generate over \$3.2 billion in property tax revenues to be apportioned to the County, Cities, Schools and other eligible agencies.

#### **BACKGROUND:**

Under Government Code Section 29100, the Board of Supervisors (Board) is responsible for the adoption by resolution of the tax rates for the current year secured property tax roll. The General Obligation Bond rates are provided by the Auditor-Controller at a level adequate to support the annual debt service requirements and necessary bond reserves. Government Code Section 29101 requires that the Board levy these rates on the appropriate taxable property in the County. Revenue and Taxation Code Section 100(b) provides for the tax rate to be applied to the Unitary and Operating Non-Unitary property.

However, with respect to the unitary property owned by BNSF Railway Company and Union Pacific Railroad Company, the federal court entered stipulated judgments requiring the County to apply the countywide rate as reported by the State Board of Equalization for private railroad car assessments.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve this action will result in the County not being in compliance with Government Code Section 29101 and this will result in the loss of over \$3.2 billion in property tax revenues.

File #: 25-3532 **Agenda Date:** 9/9/2025 Agenda #: C.4.

#### COUNTYWIDE TAX AND TAX RATES CALCULATED BY THE AUDITOR-CONTROLLER

Government Code Section 29142 allows a collection fee for debt service requirements on bonds authorized and issued by special districts up to one-fourth of one percent. The tax amounts and rates for special districts include an additional one-fourth of one percent as the County's collection fee.

	Amount to be raised on Secured Roll	Rate as Percentage of Full Value
Countywide tax	\$2,825,041,000	1.0000 %
LOCAL SPECIAL DISTRICTS		
Contra Costa Water Land Levy Pleasant Hill Rec. & Park 2009	720,400 1,404,000	.0018 .0130
SCHOOL DISTRICTS		
ELEMENTARY:		
Brentwood Elementary 1997 Brentwood Elementary 2003 Brentwood Elementary 2016 Byron Elementary 2006 Byron Elementary 2024 Lafayette Elementary 2016 Moraga Elementary 2016 Moraga Elementary 2016 Moraga Elementary 2016 Oakley Elementary 2024 Oakley Elementary 2016 Orinda Union 2018E Orinda Union 2018I Walnut Creek Elementary 2002 Walnut Creek Elementary 2016 Walnut Creek Elementary 2012 HIGH SCHOOL:  Acalanes Union 2002 Acalanes Union 2008	217,500 2,459,700 4,102,600 974,300 770,100 3,045,700 1,397,000 1,645,900 944,700 1,264,100 2,631,200 2,637,500 843,000 2,037,000 4,085,500	.0014 .0157 .0261 .0223 .0176 .0225 .0231 .0273 .0133 .0178 .0263 .0263 .0042 .0101 .0203
Liberty Union 2001 Liberty Union 2016	2,945,700	.0105
UNIFIED SCHOOL DISTRICTS:	4,375,000	.0155
Antioch USD SFID 2008 Antioch USD SFID 2012 Antioch USD SFID 2012 Antioch USD 2024 John Swett 2008 John Swett 2008 John Swett 2016-P John Swett 2016-P John Swett 2016-Q Martinez Unified 2010 Martinez Unified 2016 Martinez Unified 2024 Mt Diablo 2002 Mt Diablo 2002 Mt Diablo 2018 Pittsburg Unified 2004 Pittsburg Unified 2004 Pittsburg Unified 2010 Pittsburg Unified 2010 Pittsburg Unified 2014 Pittsburg Unified 2018 Pittsburg Unified 2018 Pittsburg Unified 2024 San Ramon Unified 2012 San Ramon Unified 2012 West Contra Costa Unified 1998 West Contra Costa Unified 2000 West Contra Costa Unified 2000 West Contra Costa Unified 2000 West Contra Costa Unified 2010 West Contra Costa Unified 2012 West Contra Costa Unified 2012 West Contra Costa Unified 2010 West Contra Costa Unified 2010 West Contra Costa Unified 2012 West Contra Costa Unified 2012 West Contra Costa Unified 2012 West Contra Costa Unified 2010	4,228,600 2,179,000 3,130,800 287,100 1,193,300 1,539,900 906,800 3,508,200 3,829,700 3,073,300 8,001,400 24,028,100 7,442,000 0 134,600 785,600 3,079,900 3,475,300 13,017,000 21,807,500 0 4,887,100 24,010,300 28,295,000 16,219,000 13,403,100 22,064,700	.0447 .0231 .0187 .0060 .0249 .0321 .0189 .0422 .0460 .0369 .0146 .0436 .0136 .0000 .0000 .0021 .0121 .0472 .0532 .0195 .0326 .0000 .0114 .0560 .0659 .0378 .0313 .0514
CC Community College 2002 CC Community College 2006 CC Community College 2014	7,164,700 11,161,400 20,676,500	.0026 .0041 .0075

#### Exhibit B

#### TAX RATES ADOPTED BY OTHER DISTRICTS

Per certifications received from the governing body of each district.

### Rate as Percentage of Full Value

#### MULTI-COUNTY DISTRICTS:

Bay Area Rapid Transit 2004	.0043 %
Bay Area Rapid Transit 2016	.0109
East Bay Regional Park	.0011
Livermore Joint Unified 1999	.0238
Livermore Jt 2016	.0237
Chabot-Las Positas Comm Coll 2004	.0195
Chabot-Las Positas Comm Coll 2016	.0194

#### CITIES:

Orinda Roads Bond 2014	.0110
Orinda Roads Bond 2016	.0160
Brentwood, City of	.0048
Lafayette, City of	.0037
Richmond Pension Tax	.1400
Martinez Park Bond 2008	.0167

TAX LEVY FOR UNITARY AND OPERATING NON-UNITARY PROPERTY FOR 2025/26

### Rate as Percentage of Full Value

Countywide Tax	1.9074 %
(Unitary) BNSF and Union Pacific Railroad	1.1510 %
(Per Stipulated Judgment)	



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3533 **Agenda Date: 9/9/2025** Agenda #: C.5.

To: **Board of Supervisors** 

From: Monica Nino, County Administrator

Report Title: Accept Board members meeting report for July 2025

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ACCEPT Board Districts III & IV meeting reports for July 2025. District I, II, and V have nothing to report.

#### **FISCAL IMPACT:**

No fiscal impact.

#### **BACKGROUND:**

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etcetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. Districts I, II, and V have nothing to report.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

#### Supervisor Diane Burgis - July 2025 AB1234 Report

(Government Code Section 53232.3(d) requires that members legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

Date	Meeting Name	Location	Purpose
8-Jul	Board of Supervisors	Martinez	Meeting
9-Jul	LAFCO	Martinez	Meeting
16-Jul	CCTA	Walnut Creek	Meeting
17-Jul	Delta Protection Commission	Rio Vista	Meeting
22-Jul	Board of Supervisors	Martinez	Mosting
			Meeting
23-Jul	Tri Delta Transit	Antioch	Meeting
29-Jul	CCHP CEO Interviews	Martinez	Meeting
31-Jul	Eastbay Leadership Council	Pleasant Hill	Event

<sup>\*</sup> Reimbursement may come from an agency other than Contra Costa County

#### Supervisor Ken Carlson - July 2025 AB1234 Rej

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
1-Jul	ConFire Change of Command Ceremony	Hercules
2-Jul	Behavioral Health Board	Martinez
8-Jul	Board of Supervisors Meeting	Martinez
14-Jul	The Older American Act 60th Birthday Bash	Pittsburg
19-Jul	Port Chicago Commemoration Event	Bay Point
21-Jul	Equity Committee Meeting	Martinez

<sup>\*</sup> Reimbursement may come from an agency other than Contra Costa County

port
bodies report on meetings
meals, lodging, etc).
Purpose
Community Outreach
Decision on Agenda Items
Decision on Agenda Items
Community Outreach
Community Outreach
Decision on Agenda Items



### **CONTRA COSTA COUNTY**

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

9/9/2025 <b>Agenda #:</b> C.6	Э.
as National Recovery Month in Contra Costa	
dation of Board Committee	
025 as National Recovery Month in Contra Costa	
10	as National Recovery Month in Contra Costa  and addition of Board Committee  2025 as National Recovery Month in Contra Costa

#### CONSEQUENCE OF NEGATIVE ACTION:

None

#### The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming the Month of September, 2025 as National Recovery Month in Contra Costa County

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and alcohol and other drug use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming alcohol and other drug disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and alcohol and other drug disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services like housing, employment, education, vocational rehab; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Contra Costa County Board of Supervisors invite all residents of Contra Costa County to participate in National Recovery Month.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, do hereby proclaim the Month of September 2025 as NATIONAL RECOVERY MONTH in Contra Costa County and call upon the people of Contra Costa County to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery theme, Recovery is for Everyone: Every Person, Every Family, Every Community.

File #: RES 2025-281 **Agenda Date:** 9/9/2025 Agenda #: C.6.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: RES 2025-282 **Agenda Date:** 9/9/2025 Agenda #: C.7. To: **Board of Supervisors** From: Marla Stuart, Employment and Human Services Director Report Title: Proclaim September 2025 as Workforce Development Month ⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT a resolution proclaiming September 2025 as Workforce Development Month in Contra Costa County, as recommended by the Employment and Human Services Director.

#### **FISCAL IMPACT:**

No fiscal impact for this action.

#### **BACKGROUND:**

Workforce Development Month was created in 2005 by the National Association of Workforce Development Professionals (NAWDP). Workforce Development Month raises awareness about the importance of the workforce industry to a growing national economy. Originally celebrated in May, NAWDP moved the designation to September in 2012.

2025 marks the 20th anniversary of recognizing Workforce Development Month. It is a way to elevate vital work that honors the people, programs, and partnerships driving opportunity and economic mobility in Contra Costa County and across the country. It also spotlights the professionals who equip individuals with skills, connect talent to employers, and strengthen our communities.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

#### 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 September 2025 as Workforce Development Month in Contra Costa **County:** 

WHEREAS, Workforce Development Month is a nationwide celebration in September to showcase the opportunities that Workforce Development offers for Americans to develop workplace experience and skills that employers value; and

WHEREAS, Workforce Development Month is a time to recognize, honor, and promote the contributions of our nation's workforce professionals; and

WHEREAS, the Workforce Development Board of Contra Costa County (WDBCCC), part of the Employment and Human Services Department, aims to achieve economic growth for our region; and

WHEREAS, during Fiscal Year 2024-2025, WDBCCC served more than 3,222 businesses and provided career services through the Workforce Innovation and Opportunity Act (WIOA) programs to approximately 8,843 individuals: and

WHEREAS, during Fiscal Year 2024-2025, WDBCCC has shown tremendous expertise and responsiveness in ensuring that the organization is in full compliance with the complex array of federal, state and County policies and regulations; and

WHEREAS, WDBCCC has established itself as a regional leader in the State of California workforce community through a wide array of innovative programs and initiatives; and

WHEREAS, workforce development stands as a powerful driver of economic progress: for every dollar invested in workforce development programs, there is an estimated return of \$4.41 in increased productivity and decreased social assistance costs (National Association of Workforce Development Professionals); and

WHEREAS, workforce development and job training programs, services, strategic connections, and partnerships that the WDBCCC uses to solve complex workforce issues and leverage public-private resources to contribute to our region's economic competitiveness, ultimately improve the quality of life for all who live in Contra Costa County.

#### NOW, THEREFORE, BE IT RESOLVED:

The Board of Supervisors proclaims September 2025 as Workforce Development Month in Contra Costa County to honor all individuals in Workforce Development organizations and partnerships that play such a vital role in strengthening our economy.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: RES 2025-283 **Agenda Date: 9/9/2025** Agenda #: C.8.

To: **Board of Supervisors** 

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing the 75th Anniversary of Family Medicine Residency Program

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

Resolution recognizing the 75th Anniversary of Family Medicine Residency Program

### **FISCAL IMPACT:**

No fiscal impact

### **BACKGROUND:**

Resolution recognizing the 75th Anniversary of Family Medicine Residency Program

### **CONSEQUENCE OF NEGATIVE ACTION:**

No negative action

## The Board of Supervisors of Contra Costa County, California

### IN THE MATTER OF RESOLUTION RECOGNIZING THE 75TH ANNIVERSARY OF FAMILY MEDICINE RESIDENCY PROGRAM

WHEREAS, Dr. George Degnan started a Residency programs in Contra Costa Health around 1950 and often said it was a residency of "labor," and it was one of the first General Practice residency program in the country; and

WHEREAS, George had gone to London and upon his return in 1947, he found that the sleepy Contra Costa County he had left had grown precipitously. He had attended high school in Richmond, where Kaiser shipyards later rolled out the victory ships, Martinez oil refineries had attracted many workers, and Pittsburg was fabricating steel. It was a real boom economy; and

WHEREAS, George lobbied for a new hospital to be included with the layout of California high schools in 1953; and

WHEREAS, when the program started there were 10 residents per year and it has since grown to 13 per class; and

WHEREAS, regionalization was the innovative approach George instituted in the 1950s to ensure continuity between inpatient and outpatient care, and he directed that Residents be distributed throughout regional clinics; and

WHEREAS, major accomplishments have taken place at Contra Costa Health including the Contra Costa Health Plan being the first federally-qualified public HMO in the country; the implementation of a three tier registrar system which inserted generalists with special interest in one of the specialties in between primary care and specialists; improvements in staffing, communication, teaching, and quality of care; and creating an outstanding Health System COVID response which included community outreach into our diverse Contra Costa communities.

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors, hereby celebrates a legacy of 75 years of training physician leaders in Contra Costa County through its Residency Program. We honor their outstanding leadership and unwavering dedication to the community in providing equitable, compassionate and outstanding medical care in our County.

File #: RES 2025-283 **Agenda Date:** 9/9/2025 Agenda #: C.8.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: RES 2025-284 **Agenda Date: 9/9/2025** Agenda #: C.9.

To: **Board of Supervisors** 

From: Candace Andersen, District II Supervisor

Report Title: Resolution Honoring the Legacy of Hawaiian Spaniards and Recognizing the Academic &

Cultural Conference Celebrating their Contributions

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

Resolution Honoring the Legacy of Hawaiian Spaniards and Recognizing the Academic & Cultural Conference Celebrating their Contributions

### **FISCAL IMPACT:**

No fiscal impact

### **BACKGROUND:**

Resolution Honoring the Legacy of Hawaiian Spaniards and Recognizing the Academic & Cultural Conference Celebrating their Contributions

### **CONSEQUENCE OF NEGATIVE ACTION:**

No negative action

File #: RES 2025-284 **Agenda Date: 9/9/2025** Agenda #: C.9.

# The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Resolution Honoring the Legacy of Hawaiian Spaniards and Recognizing the Academic & **Cultural Conference Celebrating Their Contributions** 



WHEREAS, between 1907 and 1913, approximately 8,000 immigrants from Andalucía and Extremadura, Spain, journeyed to Hawaii under indentured labor contracts to work in the sugar industry, and;

WHEREAS, upon the completion of their contracts, many of these individuals and families relocated to California, in Contra Costa County, particularly the city of Pittsburg, becoming one of the largest and most vibrant hubs for the Hawaiian Spaniard community, and;

WHEREAS, in Pittsburg and neighboring communities such as Antioch, Brentwood, and Byron, Hawaiian Spaniards made enduring contributions to the industrial, maritime, and agricultural sectors, working in canneries, on fishing boats, in steel plants, and in orchards and vineyards throughout the region, and;

WHEREAS, these families brought with them a rich blend of Andalusian and Hawaiian cultural traditions, building strong communities rooted in resilience, family, and faith, while also becoming active participants in local commerce, churches, civic life, and social organizations, and;

WHEREAS, their legacy lives on today through generations of descendants who continue to contribute to the vitality of Contra Costa County in fields such as local government, education, healthcare, agriculture, and small business, and;

WHEREAS, the upcoming Spanish Hawaiian Heritage Association's Cultural & Academic Conference 2025 will serve as a landmark gathering of scholars, descendants, and community members from Spain, Hawaii, and California, showcasing the history and heritage of the Hawaiian Spaniards through keynote addresses, research presentations, cultural performances, and historical exhibits;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby honor and recognize the enduring contributions of the Hawaiian Spaniards to the economic, civic, and cultural life of Contra Costa County, and expresses its appreciation and support for the Academic & Cultural Conference as a meaningful tribute to this important chapter of our shared history.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: RES 2025-285 **Agenda Date: 9/9/2025** Agenda #:

C 10

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

**Report Title:** Proclaim September 2025 as Intergenerational Month

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT a resolution declaring September 2025 Intergenerational Awareness Month in Contra Costa County as recommended by the Employment and Human Services Director.

### **FISCAL IMPACT:**

No fiscal impact for this action.

#### **BACKGROUND:**

September is designated as Intergenerational Awareness Month, a time dedicated to raising awareness on connecting generations and engaging in activities that build meaningful connections across all ages. It emphasizes the importance of inclusivity, knowledge sharing, and mutual support to build stronger, more resilient communities.

International Awareness Month started in 2021 and stemmed from Intergenerational Day, which began in 2000. Intergenerational Awareness Month highlights the benefits of intergenerational activities, including reduced loneliness, increased community connectedness, and the prevention of interpersonal violence. Residents are encouraged to participate in meaningful cross-age interactions such as storytelling, reading, and volunteering.

### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

### **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 September 2025 as Intergenerational Month in Contra Costa County:

WHEREAS, Intergenerational Awareness Month is observed each September to celebrate the meaningful connections, mutual learning, and friendship across all age groups, and affirms that people of every age have much to contribute, teach, and learn; and

WHEREAS, Intergenerational Awareness Month reminds us of the importance of including people of all ages, backgrounds, and abilities in all aspects of our communities; and

WHEREAS, Intergenerational Awareness Month recognizes the strengths of each generation and enables the transfer of knowledge across generations; and

WHEREAS, Intergenerational Awareness Month celebrates creativity, cultural exchange, and generosity, resulting in more connected and thriving communities; and

WHEREAS, in Contra Costa County, older people are making up an increasing proportion of the population and, according to Generations United (a nonprofit leader for intergenerational strategies in the U.S.), nearly 8 out of 10 adults want to spend time with more people outside their age group and 92% of Americans believe intergenerational activities can reduce loneliness; and

WHEREAS, Contra Costa County's Call to Action - Preventing Interpersonal Violence recognizes that multigenerational community building encourages connectedness and helps prevent interpersonal violence; and

WHEREAS, residents of all ages can celebrate Intergenerational Awareness Month by engaging in meaningful cross-age activities such as reading with a child or elder, inviting a grandparent or grandchild to share a story or memory, volunteering at a retirement home, or spending time connecting with someone of a different age.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby proclaims September 2025 as Intergenerational Awareness Month in Contra Costa County and encourages all residents to participate in efforts that foster strong connections across generations, supporting people of all ages in actively engaging with and contributing to our community.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

C.11.

To: Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: September National Emergency Preparedness Month

□ Recommendation of the County Administrator ⊠ Recommendation of Board Committee

### **RECOMMENDATIONS:**

Adopt resolution proclaiming September 2025 as "National Emergency Preparedness Month" in Contra Costa County, as recommended by the County Emergency Services Manager.

### **FISCAL IMPACT:**

There is no fiscal impact.

#### **BACKGROUND:**

September marks National Preparedness Month, the annual campaign to remind residents that preparing for emergencies and disasters can keep them, their families, and their communities safe.

The resources and information shared during National Preparedness Month can be found at contracosta.ca.gov, CWSalerts.com, and Ready.gov, and can be used by anyone at any time to get prepared for disasters impacting the County. Residents can check their city's websites for specific programs in their communities. The goal of National Preparedness Month is to ensure all our friends and neighbors have the tools they need to prepare for disasters and build resilience before disaster strikes.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Board does not approve, Contra Costa County will not declare September as National Emergency Preparedness Month.

### THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF, Recognizing September as National Preparedness Month

WHEREAS, National Preparedness Month in September serves as a nationwide reminder of the importance of preparing for emergencies and disasters that can strike at any time, including earthquakes, wildfires, floods, power outages, public health emergencies, and other incidents that threaten the safety and well-being of our community; and

WHEREAS, the theme for this year's National Preparedness Month emphasizes the importance of preparing for disasters for the safety of our families, our neighborhoods, and our workplaces, and reminds us that preparedness is a shared responsibility; and

WHEREAS, Contra Costa County is committed to building a culture of preparedness by educating residents, businesses, schools, and community organizations about the importance of emergency planning, assembling disaster supply kits, safeguarding important documents, staying informed about risks, and signing up for emergency alerts; and

WHEREAS, the County's Office of Emergency Services, under the operation of the Office of the Sheriff and in collaboration with local first responders, community partners, and state and federal agencies, works yearround to enhance our ability to prevent, respond to, and recover from disasters, ensuring that preparedness resources are accessible to all, including our most vulnerable populations; and

WHEREAS, the Board of Supervisors encourages all residents to take simple, proactive steps to prepare for disasters, such as making an emergency plan, practicing evacuation routes, checking insurance coverage, and connecting with neighbors to strengthen community resilience; and

WHEREAS, investing in preparedness today can greatly reduce the impact of disasters tomorrow, protecting lives, reducing property loss, and helping our community recover more quickly when emergencies occur;

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors do hereby proclaim September 2025 as National Preparedness Month in Contra Costa County, and urge all residents, businesses, and community organizations to engage in preparedness activities, share resources with friends and neighbors, and commit to building a safer, stronger, and more resilient Contra Costa County.

**Agenda Date:** 9/9/2025 File #: RES 2025-286 Agenda #: C.11.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: RES C.12.	S 2025-287	<b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Super	visors	
From:	Diane Burgis, Di	strict III Supervisor	
-		THE LIFE OF RON NUNN, HIS ENDURING WOOD AND CONTRA COSTA COUNTY	SPIRIT AND
⊠Recommen	ndation of the County	Administrator   Recommendation of Board Commi	ttee
RECOGNI	OOD AND CONTR	OF RON NUNN, HIS ENDURING SPIRIT AN A COSTA COUNTY	ND CONTRIBUTIONS TO
BACKGRO None	OUND:		
CONSEQU None	ENCE OF NEGAT	TIVE ACTION:	

### THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF RECOGNIZING THE LIFE OF RON NUNN, HIS ENDURING SPIRIT AND CONTRIBUTIONS TO BRENTWOOD AND CONTRA COSTA COUNTY

WHEREAS, WHEREAS, Ron Nunn dedicated his life to the town of Brentwood, California, where his family settled in 1884, establishing a legacy that now spans six generations; and

WHEREAS, a proud graduate of Liberty High School in 1951, Ron excelled in multiple varsity sports, including track and field, basketball, and football, setting numerous school records as a running back, and continued his football career at Stanford University and the College of the Pacific, where he met his beloved wife, Shirley Ann Johnston; and

WHEREAS, Ron's athletic prowess led him to play semi-professional football with the Antioch Hornets. He married Shirley on January 21, 1956, just before he was drafted into the United States Army and served in the Korean War; and

WHEREAS, upon returning to Brentwood, Ron and Shirley built a loving family, raising three children: Lindsey, Laura and Bob, and later welcoming three grandchildren: Laura Jeff and Olivia; and

WHEREAS, Ron had a passion for farming, winemaking, fast cars, flying, skiing, and local history, which enriched the lived of those around him. Ron also served the community as a member of the Brentwood Union School District Board, where his contributions were recognized with the naming of Ron Nunn Elementary School in 1991; and

WHEREAS, Ron expanded the use of his land into the largest natural gas producing field in the state at that time, and demonstrated his entrepreneurial spirit through real estate development and a 38-year partnership with Blackhawk Corporation, ultimately creating Blackhawk Nunn, which has developed over 5,000 homes in some of Brentwood's most sought-after neighborhoods; and

WHEREAS, Ron was a collaborator and advocate for those committed to farming, and invested tremendous time, resources and passion into negotiating with multiple government agencies to increase agricultural tourism opportunities. Later in life, Ron continued to expand his farming operations through partnerships, which has evolved in the management of several thousand acres of farmland, a wide variety of orchard and row crops, including the largest wine grape operation in Contra Costa County.

File #: RES 2025-287 **Agenda Date: 9/9/2025** Agenda #: C.12.

NOW, THEREFORE, BE IT RESOLVED that we, the Contra Costa County Board of Supervisors, honor the life and legacy of Ron Nunn, celebrating his contribution to Brentwood and the lasting impact he made on his family, friends, and the community.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: RES 2025-288 **Agenda Date: 9/9/2025** Agenda #:

C.13.

To: **Board of Supervisors** 

John Gioia, District I Supervisor From:

**Report Title:** ADOPT a resolution for the 50<sup>th</sup> anniversary of the El Cerrito Historical Society.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

ADOPT a resolution for the 50th anniversary of the El Cerrito Historical Society

### **FISCAL IMPACT:**

none

### **BACKGROUND:**

The El Cerrito Historical Society is a non-profit, 501(c) tax-exempt organization founded in 1975 and focused on locating and preserving the local history of El Cerrito, California, and environs

### **CONSEQUENCE OF NEGATIVE ACTION:**

none

## The Board of Supervisors of Contra Costa County, California

### IN THE MATTER OF A CEREMONIAL RESOLUTION RECOGNIZING THE 50TH ANNIVERSARY OF THE EI CERRITO HISTORICAL SOCIETY

WHEREAS, the El Cerrito Historical Society was founded in 1975 with the mission of preserving, protecting, and sharing the rich history of El Cerrito and its people;

WHEREAS, for the past 50 years, the Society has collected and safeguarded artifacts, photographs, and stories that document the evolution of El Cerrito from its early days as a small community to its present as a vibrant city in Contra Costa County;

WHEREAS, the El Cerrito Historical Society has worked tirelessly to educate the public through exhibits, publications, community events, and walking tours, ensuring that residents and visitors alike have access to the city's diverse and unique history;

WHEREAS, the Society has partnered with schools, libraries, and local organizations to promote historical awareness and civic pride, providing resources and programs that have enriched the cultural life of El Cerrito and beyond;

WHEREAS, the volunteer members of the Historical Society have dedicated countless hours to research, outreach, and community engagement, fostering a deep appreciation for the role of history in shaping the identity of El Cerrito; and

WHEREAS, as the Society celebrates its 50th Anniversary in 2025, it continues to inspire future generations to understand and honor the city's past while embracing its future;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby honors and recognizes the El Cerrito Historical Society for its 50 years of service in preserving and sharing the history of El Cerrito, and congratulates the Society on reaching this important milestone anniversary



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-35 C.14.	34 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Shanelle Scales-Preston, District V Supervisor	
Report Title:	Vacancy on the Measure X Community Advisory Board	
⊠Recommenda	ation of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

ACCEPT the resignation of Warren Ritter, DECLARE a vacancy in the District V Alternate Seat on the Measure X Community Advisory Board for a term ending on December 31, 2026, and DIRECT the Clerk of the Board to post the vacancy.

#### FISCAL IMPACT:

None.

### **BACKGROUND:**

The Measure X Community Advisory Board was established by the Board of Supervisors on February 2, 2021 to advise the Board of Supervisors on the use of Measure X transactions and use tax funds. Each Supervisorial District appoints two (2) members and an alternate. The appointed seat terms will run in alignment with the term of office of the nominating Supervisor.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The seat would not be declared vacant which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

**Agenda Date:** 9/9/2025 File #: 25-3534 Agenda #: C.14.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3535 Agenda Date: 9/9/2025 Agenda #: C.15.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: RESIGNATION FROM THE ALAMO MUNICIPAL ADVISORY COUNCIL.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

ACCEPT the resignation of Heather Chaput, effective immediately; DECLARE a vacancy in the Appointee 3 Seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, for a term ending December 31, 2028, as recommended by Supervisor Candace Andersen.

#### FISCAL IMPACT:

None

#### **BACKGROUND:**

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District

### **CONSEQUENCE OF NEGATIVE ACTION:**

The seat will not be vacated.

**Agenda Date:** 9/9/2025 File #: 25-3535 Agenda #: C.15.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3536 **Agenda Date: 9/9/2025** Agenda #: C 16 To: **Board of Supervisors** From: Candace Andersen, District II Supervisor

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

Report Title: RESIGNATION FROM THE DIABLO MUNICIPAL ADVISORY COUNCIL

#### **RECOMMENDATIONS:**

ACCEPT the resignation of Christine Chartier effective immediately; DECLARE a vacancy in the Secretary & Community Liaison Commissioner Seat on the Diablo Municipal Advisory Council; and DIRECT the Clerk of the Board to post the vacancy, for a term ending 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.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3536

C.16.

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

### CONSEQUENCE OF NEGATIVE ACTION:

The seat will not be vacated.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3537 **Agenda Date: 9/9/2025** Agenda #:

C 17

To: **Board of Supervisors** 

From: Family & Human Services Committee

**Report Title:** Appointments to the Advisory Council on Aging

□ Recommendation of the County Administrator ⊠ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPOINT Steven Freshman to the Alamo-Danville's local seat with a term expiring September 30, 2025 on the Advisory Council on Aging, 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 Advisory Council on Aging (ACOA) provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this County. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

The Advisory Council on Aging consists of 40 members serving 2-year staggered terms, each ending on September 30. The Council consists of representatives of the target population and the general public, including older low-income and military persons; at least one-half of the membership must be made up of actual consumers of services under the Area Plan. The Council includes: 19 representatives recommended from each Local Committee on Aging, 1 representative from the Nutrition Project Council, 1 Retired Senior Volunteer Program, and 19 Members at-Large.

Pursuant to the ACOA Bylaws, the ACOA may recommend for appointment up to four (4) alternate Member-at-Large (MAL) members, who shall serve and vote in place of members (City or MAL) who are absent from, or who are disqualifying themselves from participating in a meeting of the ACOA.

The Area Agency on Aging, the ACOA and the Clerk of the Board, using Contra Costa TV (CCTV), assisted

File #: 25-3537 **Agenda Date: 9/9/2025** Agenda #: C.17.

with recruitment. Area Agency on Aging staff has encouraged interested individuals including minorities to apply through announcements provided at the Senior Coalition meetings and at the regular monthly meetings of the ACOA. The Contra Costa County Employment and Human Services Department (EHSD) website contains dedicated web content where interested members of the public are encouraged to apply. The website provides access to the Board of Supervisors' official application with instructions on whom to contact for ACOA related inquiries, including application procedures.

Cesar Court submitted an application for ACOA membership on June 17, 2025. The City of Brentwood recommended Cesar Court to serve as the ACOA's City of Brentwood's representative on June 10, 2025, with a term ending September 30, 2025.

Steven Freshman submitted an application for ACOA membership on July 2, 2025. The Town of Danville recommended Steven Freshman to serve as the ACOA's Alamo-Danville representative on June 17, 2025, with a term ending September 30, 2025.

Inderprit Sekhon submitted an application for ACOA membership on March 31, 2025. The ACOA Membership Committee interviewed Inderprit Sekhon on May 21, 2025 and recommended that he fill Alternate #1 seat. At the general meeting of the ACOA on June 18, 2025, members of the ACOA voted unanimously to approve Inderprit Sekhon's appointment to fill the At-Large Alternate #1 seat, with a term ending September 30, 2025.

Deborah Weiner submitted an application for ACOA membership on March 31, 2025. The ACOA Membership Committee interviewed Deborah Weiner on May 21, 2025 and recommended that he fill Alternate #2 seat. At the general meeting of the ACOA on June 18, 2025, members of the ACOA voted unanimously to approve Deborah Weiner's appointment to fill the At-Large Alternate #2 seat, with a term ending September 30, 2025.

Holly Frates submitted an application for ACOA membership on March 31, 2025. The ACOA Membership Committee interviewed Holly Frates on May 21, 2025 and recommended that she fill Alternate #3 seat. At the general meeting of the ACOA on June 18, 2025, members of the ACOA voted unanimously to approve Holly Frates's appointment to fill the At-Large Alternate #3 seat, with a term ending September 30, 2025.

At the July 14, 2025, Family and Human Services Meeting, the Committee approved the appointments of Cesar Court to the City of Brentwood's local seat, Steven Freshman to the Alamo-Danville local seat, Inderprit Sekhon to the At-Large Alternate #1 seat, Deborah Weiner to the At-Large Alternate #2 seat and Holly Frates to the At-Large Alternate #3 seat on the Advisory Council on Aging.

The appointment of Steven Freshman to the Alamo-Danville local seat is being brought to the Board of Supervisors today because the Alamo-Danville local seat vacated on August 5, 2025 and an appointment could not be made until after 10 business days. All others were appointed on August 5, 2025.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

**Agenda Date:** 9/9/2025 File #: 25-3537 Agenda #: C.17.



### 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	Middle Initial	Last Name

Home Address - Street City State Postal Code

Primary Phone (best number to reach you) Email Address

Resident of Supervisorial District (if out of County, please enter N/A):

District Locator Tool

Do you work in Contra Costa County? 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?

Board, Committee, or Commission Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Pease check one: Yes No If Yes, how many?

**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	
		Yes	No
		Yes	No
		Yes	No

**Occupational Licenses Completed:** 

**Certificate Awarded for Training?** 

Other Trainings Completed:

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.
Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume).
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 <b>currently</b> serving:
If Yes, please also list the Contra Costa County advisory board(s) on which you have <b>previously</b> served:
List any volunteer and community experience, including any boards on which you have served.
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:

PAGE 2 of 3

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:	Date:	
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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**

- 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.

					BOS
Seat Title	Term Expiration	Current Incumbent	District	City of Residence	Appointment
	Expiration				Date
At-Large 1	9/30/2026	Lang, Thomas	1	El Sobrante	3/21/2023
At-Large 2	9/30/2026	Krohn, Shirley	IV	Walnut Creek	10/11/2022
At-Large 3	9/30/2025	Hayes, Michelle	1	Richmond	6/13/2023
At-Large 4	9/30/2024	Alan Goldhammer	II	Orinda	1/21/2025
At-Large 5	9/30/2026	Card, Deborah	V	Pittsburg	10/11/2022
At-Large 6	9/30/2026	Lipson, Steve	I	El Cerrito	10/11/2022
At-Large 7	9/30/2025	Lopez, Nicola	III	Antioch	10/8/2024
At-Large 8	9/30/2026	Maxwell, Sharon	II.	Danville	4/28/2025
At-Large 9	9/30/2025	Ortega, Julie	II	Danville	3/5/2024
At-Large 10	9/30/2026	Tobey, Terri	II	Walnut Creek	10/11/2022
At-Large 11	9/30/2025	Shaefer, Carol	II	Walnut Creek	3/5/2024
At-Large 12	9/30/2025	Dubbels, Brock	IV	Walnut Creek	6/10/2025
At-Large 13	9/30/2025	Boaz, Roger	II	Byron	3/5/2024
At-Large 14	9/30/2025	Yee, Dennis	IV	Pleasant Hill	10/19/2021
At-Large 15	9/30/2025	Robertson, Logan	IV	Concord	3/5/2024
At-Large 16	9/30/2025	O'Toole, Brian	IV	Walnut Creek	10/19/2021
At-Large 17	9/30/2026	Donovan, Kevin D.	II	Danville	10/11/2022
At-Large 18	9/30/2026	Wener, Michael	II	Walnut Creek	11/2/2021
At-Large 19	9/30/2025	Kleiner, Jill	II	Moraga	10/19/2021
At-Large 20	9/30/2026	Sakai-Miller, Sharon	II	San Ramon	3/22/2022
Local Seat: Antioch	9/30/2024	Vacant	III		
Local Seat: Brentwood	9/30/2025	Vacant	III		
Local Seat: Clayton	9/30/2025	Vacant	IV		
Local Seat: Concord	9/30/2025	Fowler, Marilyn	IV	Concord	5/23/2023
Local Seat: Danville	9/30/2025	Donnelly, James	II	Danville	10/19/2021
Local Seat: El Cerrito	9/30/2026	Kehoe, Carol	I	El Cerrito	7/12/2022
Local Seat: Hercules	9/30/2024	Green, Sarah	V	Hercules	2/25/2025
Local Seat: Lafayette	9/30/2025	Morisky, Richard	II	Lafayette	3/5/2024
Local Seat: Martinez	9/30/2025	Monroy-Dexter, Kathryn	V	Martinez	11/12/2024
Local Seat: Moraga	9/30/2025	Benavides, Francisco	II	Moraga	4/9/2024
Local Seat: Oakley	9/30/2025	Buckman, Chalo	III	Oakley	2/25/2025
Local Seat: Orinda	9/30/2025	Evans, Candace	II	Orinda	10/19/2021
Local Seat: Pinole	9/30/2025	Magistrado, Lori	I	Pinole	1/19/2024
Local Seat: Pittsburg		Vacant			
Local Seat: Pleasant Hill	9/30/2025	Van Ackeren, Lorna	IV	Pleasant Hill	10/19/2021
Local Seat: Richmond	9/30/2026	Burkhart, Cate	I	Richmond	3/21/2023
Local Seat: San Pablo		Vacant	1		
Local Seat: San Ramon		Vacant	П		
Local Seat: Walnut Creek	9/30/2025	Kalm, Denise	IV	Walnut Creek	4/9/2024

# Contra Costa Advisory Council on Aging Roster (as of 10/2023)

Seat Title	Term Expiration	Current Incumbent	District	City of Residence	BOS Appointment Date
Alternate Member 1		Pending			
Alternate Member 2		Pending			
Alternate Member 3		Pending			
Alternate Member 4		Vacant			

Pending Approval
Vacant



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25 C.18.	-3538	Agenda Date: 9/9/2025	Agenda #:
To:	Board of Supervisors		
From:	Shanelle Scales-Prestor	, District V Supervisor	

Report Title: Appointments to the Marathon Community Benefits Agreement Review Panel

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPOINT Shawn Garcia to Pacheco Seat #1 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2027, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Lindy Johnson to Pacheco Seat #2 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Megan Tucker to Unincorporated Vine Hill/Martinez Seat #1 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Gwyneth Gilkey to Unincorporated Vine Hill/Martinez Seat #2 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2027, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Mayim Wiens to the At-Large Seat on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Jason Steinburg to Clyde Seat #1 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2027, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Nick Matthiessen to Clyde Seat # 2 on the Marathon Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

### **FISCAL IMPACT:**

None.

#### **BACKGROUND:**

File #: 25-3538 **Agenda Date: 9/9/2025** Agenda #: C.18.

The Review Panel shall review and evaluate the Marathon Community Benefits Agreement funding applications. The Review Panel shall make non-binding funding allocation recommendations to the District 5 Supervisor using the scoring criteria established in the Improving Our Communities: Vision and Guidance for Distributing Community Benefit Funds from Two Renewable Fuels Projects report. It is understood that the Board of Supervisors is the final decision-making authority with respect to issues concerning the Marathon Community Benefits Agreement funds and that the Review Panel shall serve solely in an advisory capacity.

The Review Panel shall consist of seven (7) voting members in the following four categories:

- Category A: Two (2) individuals who live or work in the unincorporated community of Clyde;
- Category B: Two (2) individuals who live or work in the unincorporated community of Pacheco; and
- Category C: Two (2) individuals who live or work in the unincorporated community of Vine Hill;
- One (1) individual who is knowledgeable of the needs of the entire area surrounding the Category D:

Marathon Project.

The Review Panel shall have one (1) staff representative from the County Department of Conservation and Development and one (1) representative from the District 5 Supervisor's Office, both as non-voting members.

Four members of the Review Panel shall serve an initial two (2) year term and three members will serve four (4) year terms. Of the persons serving an initial two-year term, one shall be from Category A, one from Category B, one from Category C, and one from Category D. All subsequent terms shall be for four (4) years. All persons on the Review Panel will be subject to a two-term limit.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The suggested appointees would not be able to serve on the Marathon Community Benefits Agreement Review Panel, which could impact the body's ability to achieve a quorum and conduct business.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3539	Agenda Date: 9/9/2025	Agenda #:
C.19.		

**To:** Board of Supervisors

**From:** Monica Nino, County Administrator

**Report Title:** APPOINT Mark Miller to the At-Large Seat 1 on the Measure X Community Advisory Board for a term ending on March 31, 2027.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Appoint Mark Miller to At-Large Seat 1 on the Measure X Community Advisory Board (MXCAB) for a term ending March 31, 2027.

### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Measure X Community Advisory Board (MXCAB) was established by the Board of Supervisors on February 2, 2021 to provide recommendations on the use of Measure X transactions and use tax funds.

On July 8, 2025, the Board approved revisions to the MXCAB Bylaws, including the elimination of the At-Large Alternate seats and modification of terms of office for Supervisorial District seats.

Mark Miller previously served in an At-Large Alternate seat with a term ending March 31, 2027. Of the five members who held At-Large Alternate seats at the time of their elimination, four have since resigned or are no longer eligible under the revised bylaws.

Previously, Supervisorial District seats carried terms ending March 31, 2027. Under the revised bylaws, these terms are now aligned with the term of the nominating Supervisor and are set to expire on December 31, 2026. The updated MXCAB roster is provided below.

Incumbent	Seat Title	Term Start Date	Term End Date
Supervisorial District Seats			
Rachel Rosekind	District I Seat 1	4/1/2025	12/31/2026
Roxanne Carrillo Garza	District I Seat 2	4/1/2025	12/31/2026
Kathryn Chiverton	District II Seat 1	4/1/2025	12/31/2026
Nishi Moonka	District II Seat 2	4/1/2025	12/31/2026
Odessa LeFrancois	District III Seat 1	4/1/2025	12/31/2026

File #: 25-3539	<b>Agenda Date:</b> 9/9/2025	Agenda #:
C 19		

Nancy Benavides	District III Seat 2	4/1/2025	12/31/2026
Beatriz Lainez	District IV Seat 1	4/1/2025	12/31/2026
Don Seta	District IV Seat 2	4/1/2025	12/31/2026
VACANT	District V Seat 1	4/1/2025	12/31/2026
Dennisha Marsh	District V Seat 2	4/1/2025	12/31/2026
At-Large Seats			
VACANT	At-large Seat 1	4/1/2024	3/31/2027
VACANT	At-large Seat 2	4/1/2024	3/31/2027
VACANT	At-large Seat 3	4/1/2024	3/31/2027
Joseph Grupalo	At-large Seat 4	4/1/2024	3/31/2027
Omar Rascon	At-large Seat 5	4/1/2024	3/31/2027
Gene Jackson	At-large Seat 6	4/1/2024	3/31/2027
VACANT	At-large Seat 7	4/1/2024	3/31/2027
Alternates			
Willie Robinson	District I Alternate	4/1/2025	12/31/2026
VACANT	District II Alternate	4/1/2025	12/31/2026
Vinoy Mereddy	District III Alternate	4/1/2025	12/31/2026
VACANT	District IV Alternate	4/1/2025	12/31/2026
Warren Ritter	District V Alternate	4/1/2025	12/31/2026

## CONSEQUENCE OF NEGATIVE ACTION:

The appointment would not be made, and the At-Large Seat 1 would remain vacant.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3540 **Agenda Date: 9/9/2025** Agenda #:

 $C_{20}$ 

To: **Board of Supervisors** 

From: Shanelle Scales-Preston, District V Supervisor

Report Title: Appointments to the Phillips 66 Community Benefit Agreement Review Panel

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPOINT Tara Shaia to Rodeo Seat #1 on the Phillips 66 Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Josephine Orozco to Rodeo Seat #2 on the Phillips 66 Community Benefits Agreement Review Panel, for a term ending on August 30, 2027, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Jacqueline Dodd to Rodeo Seat #3 on the Phillips 66 Community Benefits Agreement Review Panel, for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Mike Kirker to Crockett Seat #1 on the Phillips 66 Community Benefits Agreement Review Panel, for a term ending on August 30, 2027, as recommended by Supervisor Shanellle Scales-Preston.

APPOINT Jena Goodman to Crockett Seat #2 on the Phillips 66 Community Benefits Agreement Review Panel for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Deborah Brandon to Crockett Seat #3 on the Phillips 66 Community Benefits Agreement Review Panel, for a term ending on August 30, 2027, as recommended by Supervisor Shanelle Scales-Preston.

APPOINT Heather Farmer to the Seat designated for an individual with knowledge of the area surrounding the Phillips 66 Rodeo Renewed Project on the Phillips 66 Community Benefits Agreement Review Panel, for a term ending on August 30, 2029, as recommended by Supervisor Shanelle Scales-Preston.

### **FISCAL IMPACT:**

None.

#### **BACKGROUND:**

Following the annual Community Benefits Agreement solicitation cycle, the Review Panel shall review and evaluate the Phillips 66 Community Benefits Agreement funding applications.

**Agenda Date: 9/9/2025** File #: 25-3540 Agenda #: C.20.

The Review Panel shall make non-binding funding allocation recommendations to the District 5 Supervisor using the scoring criteria established in the Improving Our Communities: Vision and Guidance for Distributing Community Benefit Funds from Two Renewable Fuels Projects report.

It is understood that the Board of Supervisors is the final decision-making authority with respect to issues concerning the Phillips 66 Community Benefits Agreement funds and that the Review Panel shall serve solely in an advisory capacity.

The Phillips 66 Project review panel will be made up of seven (7) voting members in the following three categories:

Three individuals who live or work in the unincorporated community of Crockett; Category A:

Category B: Three individuals who live or work in the unincorporated community of Rodeo,

Category C: One individual who is knowledgeable of the needs of the entire area surrounding the Phillips

66 Project.

Three members of the Review Panel shall serve an initial two (2) year term and four members will serve four (4) year terms. Of the persons serving an initial two-year term, one shall be from Category A, one from Category B, and one from Category C. All subsequent terms shall be four (4) years. All persons on the Review Panel will be subject to a two-term limit.

The review panel will also have one staff representative from the Department of Conservation and Development and one representative from the District V Supervisor's Office, both as non-voting members.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The suggested appointees will not be able to serve on the Phillips 66 Community Benefits Review Panel, which could impact the body's ability to achieve quorum and conduct business.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3541 **Agenda Date: 9/9/2025** Agenda #: C 21

To: **Board of Supervisors** 

From: Shanelle Scales-Preston, District V Supervisor

**Report Title:** REAPPOINT Isabel Renggenathan to the Family and Children's Trust Committee

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

REAPPOINT Isabel Renggenathan to the Family and Children's Trust Committee, District V Seat, with a term to expire September 30, 2027, as recommended by Supervisor Scales-Preston.

#### FISCAL IMPACT:

None.

#### **BACKGROUND:**

The Family and Children's Trust Committee (FACT) was established in 1985 by the Contra Costa County Board of Supervisor's to make funding recommendations on all specific funds for the prevention and treatment of child abuse and neglect and supportive services for families and children. Funding for FACT supported projects derived from federal and state program legislature, and donations to the County's Family and Children's Trust Fun. There are 11 members of the Family and Children's Trust Committee, including one (1) representative from each of the five (5) Supervisorial Districts. Term length for each member seat is two years.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

The suggested appointee will not be able to serve on the Family and Children's Trust Committee (FACT), which would impact the body's ability to achieve a quorum and conduct business.

**Agenda Date:** 9/9/2025 File #: 25-3541 Agenda #: C.21.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-35 C.22.	42 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Kristin Connelly, Clerk-Recorder	
Report Title:	Contract Amendment with KnowInk, LLC	
⊠Recommenda	ation of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment with KnowInk, LLC, effective June 30, 2025, to extend the term through June 30, 2026 and increase payment limit by \$500,000, from \$700,000, to a new payment of \$1,200,000 to provide electronic polling place rosters (Poll Pads).

#### **FISCAL IMPACT:**

100% General Fund. The costs of this agreement are within the Department's operating budget.

#### **BACKGROUND:**

The Department converted to using electronic polling place rosters (Poll Pads) in 2020 due to Governor Executive Orders N-64-20 and N-67-20. These electronic Poll Pads replaced paper rosters at the polls and enable polling place staff to look up a voter and their ballot status in real-time, helping to streamline in-person voting operations and improve the in-person voting experience for voters.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

The Department would need to identify an alternate service provider and obtain a similar product/service in advance of the 2026 June Primary Election to maintain compliance with election code requirements. Implementing a new system will result in substantial additional costs for the purchase of a new system, require extensive testing of new equipment and its compatibility with the Department's existing Election Information Management System, and additional staff training.

**Agenda Date:** 9/9/2025 File #: 25-3542 Agenda #: C.22.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-35 C.23.	43 <b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Kristin Connelly, Clerk-Recorder	
Report Title:	Refund of overpayment of Documentary Transfer Tax of \$687.50	
⊠Recommenda	tion of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

Approve and authorize the Clerk-Recorder's Office to issue a refund for overpayment of Documentary Transfer Tax of \$687.50 to eRecording Partners Network.

#### FISCAL IMPACT:

The recommendation will result in a reduction of \$687.50 to the County General Fund from 2025-2026

#### **BACKGROUND:**

The County Clerk-Recorder received a Documentary Transfer Tax Refund request due to a scrivener error/duplicate recording which resulted in a duplicate payment.

one with the second sec	mica in a suprious pulymons.	
eRecording Partners Network	Document # 2025-0024095	\$687.50
11055 Wayzata Blvd. Suite 250		
Minnetonka, MN 55305		

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to authorize reimbursement would result in the aforementioned party paying more than legally required for Documentary Transfer Tax.

**Agenda Date:** 9/9/2025 File #: 25-3543 Agenda #: C.23.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: RES 2025-289 **Agenda Date: 9/9/2025** Agenda #:

C 24

To: **Board of Supervisors** 

From: John Kopchik, Director, Conservation and Development

Report Title: Approval of Amended PLHA Five-Year Plan as Recommended by the Director of Conservation

and Development.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE amending the 5-Year Permanent Local Housing Allocation (PLHA) Plan.

#### **FISCAL IMPACT:**

No impact on the General Fund. The PLHA funds are granted through the State of California via a formula in which the County applies to receive its formula share to distribute to eligible projects or activities. Up to 5% of the PLHA grant is allowed for the County's administrative costs.

#### **BACKGROUND:**

The Permanent Local Housing Allocation (PLHA) program is a State program with entitlement and competitive components. The State designated Contra Costa County as the administrator of the entitlement grant award for the Contra Costa "Urban County," which includes the unincorporated communities and all cities except Antioch, Walnut Creek, Pittsburg and Concord, which have their own entitlements. The State estimates the Urban County will receive approximately \$13 million over the program's first five years. The amount fluctuates from year to year as it is based on recording fees from actual real estate transactions in the State of California.

The required submittal for the original 2021 application included an expenditure plan, referred to as a "Five-Year Plan" (Plan), which the Board approved on December 14, 2021. The Plan identified the broad categories of planned uses of the PLHA award to comply with the program parameters. The original category of use was new, multifamily rental housing construction for households earning up to 80% of the Area Median Income (AMI) anywhere in the Urban County. This was consistent with the Board's direction on August 9, 2021, when it authorized staff to prepare the complete PLHA application and include the funding source in the annual Notice of Funding Available (NOFA) that is issued by the County's Department of Conservation-Housing and Community Improvement (HCI) division.

The State announced in their 2024 PLHA NOFA that jurisdictions would now be required to direct 40% of each allocation to Affordable Owner-Occupied Workforce Housing (AOWH). AOWH is defined in the Permanent Local Housing Allocation Final Guidelines as: "owner-occupied housing per HSC Section 50092.1 that is

File #: RES 2025-289 **Agenda Date: 9/9/2025** Agenda #: C.24.

affordable to persons and families of low or moderate income, as that term is defined in HSC Section 50093, except in high-cost areas where moderate-income shall include households earning up to 150 percent of AMI."

For the County to meet these new requirements and apply for additional PLHA funds, an amendment must be made to the existing 5-Year PLHA plan to include an activity meeting the new AOWH requirements. The County plans to allocate 40% of the PLHA funds to focus its efforts on creating and preserving homeownership opportunities and affordable owner-occupied workforce housing for low- and moderate-income families. Activities that will be undertaken are first-time homebuyer downpayment assistance and rehabilitation of owner -occupied housing. PLHA home ownership assistance will be offered in the form of low-interest, deferred loans. The loans will be evidenced through a Promissory Note that will be secured by a Deed of Trust. For firsttime homebuyer downpayment assistance activities, a Shared Equity Agreement between the County and eligible homebuyer will also be required to restrict the occupancy to income-eligible households and to restrict the sales prices for a term of up to 30 years.

The Board's review of this item was advertised in the East Bay Times at a minimum of 10 days in advance of the meeting date, and the Plan was posted online for public review, meeting the State's public notice requirements.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Board does not authorize the approval of the new, amended 5-Year PLHA plan, the Urban County will see its future PLHA applications rejected, and the County will not receive millions of dollars to help fund new affordable housing for low-income households over the coming years.

#### THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

### IN THE MATTER OF AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

- A. WHEREAS, the Department is authorized to provide up to \$296 million under SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code Section 50470 et seq., Chapter 364, Statutes of 2017 (SB2)).
- B. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 10/15/2024 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS, Contra Costa County is an eligible Local government that has applied for program funds to administer one or more eligible activities.
- D. WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and the PLHA grant recipients;

#### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA, to be \$13,061,028, in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements. Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

File #: RES 2025-289 **Agenda Date: 9/9/2025** Agenda #: C.24.

4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

- 5. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
- 6. Applicant certifies that if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).
- 7. Applicant certifies that if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. Such a loan shall be evidenced through a Promissory Note secured by a Deed of Trust. A Regulatory Agreement shall restrict occupancy and rents in accordance with a Local Government-approved underwriting of the Project for a term of at least 55 years.
- 8. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 Guidelines published by the Department.
- 9. Director of the Department of Conservation and Development, John Kopchik, or his designee, is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the Applicant, as the Department may deem appropriate.

File #: RES 2025-289 **Agenda Date:** 9/9/2025 Agenda #: C.24.

# Attachment A CONTRA COSTA COUNTY RE-USE PLAN

Contra Costa County commits to maintaining policies and procedures that separate Permanent Local Housing Allocation (PLHA) program income for future reuse in accordance with the following policies:

- 1. All repayments of PLHA loan principal and interest shall be received by the County Department of Conservation and Development and deposited into a separate reuse account maintained by the Department's Finance staff. The County's PLHA loan documentation will track information such as borrower name and address, loan/reference number, grant year, and principal and interest.
- 2. The reuse account shall be an interest-bearing account into which all earned interest shall be deposited. Interest earned shall be considered reuse funds and will be used in the same manner and with the same restrictions as principal and interest payments.
- 3. All funds deposited into the reuse account shall be the property of the County.
- 4. All PLHA reuse funds shall be expended per PLHA regulations. This includes but is not limited to income levels, homebuyer education requirements, and coordinated entry requirements.
- 5. Reuse funds may be used for PLHA-eligible activities in the following categories, but must be in alignment with the state-approved PLHA Plan.
  - a. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
  - b. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce, earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
  - c. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating, and capital costs for navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
  - d. Accessibility modifications in lower-income owner-occupied housing.
  - e. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
  - f. Homeownership opportunities, including, but not limited to, down payment

assistance.

- g. Up to five percent (5%) for administration.
- 6. Reuse funds may be used within the boundaries of the Urban County of Contra Costa County.
- 7. The County shall allow HCD full access to the reuse account records to determine compliance with PLHA regulations



## Permanent Local Housing Allocation Amended 5-Year Plan

Contra Costa County
Department of Conservation and Development
Housing and Community Improvement Division
30 Muir Road
Martinez, CA 94553
925-655-2700

www.contracosta.ca.gov

September 2025

#### INTRODUCTION

#### §302(c)(4) Plan

In 2017, Governor Brown signed the Legislative Housing Package to address the State's housing shortage and high housing costs. Seventy percent of the revenues generated from the California State Property Transfer Fees (SB2, 2017) are earmarked for Permanent Local Housing Allocation (PLHA). The revenue from SB2 will vary yearly, as revenue is dependent on real estate transactions with fluctuating activity.

The PLHA program provides an annual funding source to all California governments, enabling cities and counties to implement plans that increase their affordable housing stock. These funds will be allocated as formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant (CDBG), which will be locally administered.

The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program in their Notice of Funding Availability (NOFA). This NOFA is funded from revenues deposited in the Building Homes and Jobs Trust Fund in 2019.

On October 15, 2024, HCD announced new requirements in its NOFA. Applicants requesting PLHA funds will be required to allocate 40 percent of those funds to Affordable Owner-Occupied Workforce Housing (AOWH) activities. AOWH is defined as "owner-occupied housing that is affordable to persons and families of low or moderate income, as that term is defined in HSC Section 50093, except in high cost areas where moderate income shall include households earning up to 150 percent Area Median Income (AMI)."

#### **PURPOSE**

As an entitlement, local government for PLHA funds for the Urban County, Contra Costa County will receive an estimated 5-year allocation of \$13,021,068. This document summarizes Contra Costa County's amended Five-Year Plan and its application to HCD.

Eligible activities for the PLHA are limited to the following:

- The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies. Extremely Low Income is household income at or below 30% of Area Median Income (AMI); Very Low Income is at or below 50% AMI; Low Income is at or below 80% AMI; and Moderate Income is at or below 120% AMI. Income limits are adjusted for household size.
- 2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120% of AMI. ADUs shall be available for occupancy for a term of no less than thirty days.

- 3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
- 4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5. Capitalized Reserves for services connected to preserving and creating new, permanent supportive housing.
- 6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
- 7. Accessibility modifications in Lower-Income owner-occupied housing.
- 8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
- 9. Homeownership opportunities, including, but not limited to, down payment assistance.
- 10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be a grant or low-interest loan to an affordable housing project. Matching funds investments by the county and the city shall also be a grant or low-interest deferred loan to the affordable housing project.

Eligible activities must also comply with the County's Adopted Housing Element. Funds available for administrative expenses are limited to 5% of the allocation.

#### REQUIREMENTS

To participate in the formula allocation, Contra Costa County must develop a five-year plan detailing how allocated funds will be used for eligible activities.

#### PERMANENT LOCAL HOUSING ALLOCATION FORMULA ALLOCATION PLAN APPLICATION

§302(c)(4)(A) The manner in which allocated funds will be used for eligible activities

Contra Costa County plans to use the PLHA funds for two eligible activities:

1. The County plans to use the funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental housing for Extremely Low-Income, Very Low-Income, and Low-Income households (Activity 1).

2. The County will also focus its efforts on Activity 9, which offers homeownership opportunities and affordable, owner-occupied workforce housing to low— and moderate-income families.

For Activity 1, PLHA assistance will be offered in the form of low-interest, deferred loans. The loans will be evidenced by a Promissory Note secured by a Deed of Trust. A Regulatory Agreement will restrict occupancy and rent for a term of at least 55 years.

For Activity 9, PLHA will be offered in the form of modest down-payment assistance for first-time homebuyers in conjunction with commercial mortgage loans using County underwriting standards. PLHA funds will also be provided in the form of a low-interest loan secured by a Deed of Trust recorded on the property. Income, occupancy, and sale restrictions will be included in the loan agreement with the developer, as well as resale restrictions with the homebuyer.

Activity 9 will also offer homeowner rehabilitation assistance to help maintain safe, affordable housing. Using PLHA funds, the program will provide financial support to low- and moderate-income homeowners for repairs and improvements, addressing issues like health and safety hazards, structural problems, and accessibility issues.

§302(c)(4)(B) Description of the way the County will prioritize investments that increase the supply of housing for households with incomes at or below 60% of Area Median Income (AMI)

PLHA funds will be made available to affordable housing developers and qualified applicants through a competitive Notice of Funding Availability (NOFA) process, which the County has extensive experience in, having successfully administered Federal Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds for affordable housing for many years.

The PLHA funds will be incorporated into the annual NOFA cycle for the Federal housing funds. The NOFA will seek development proposals that include new affordable housing units for households with incomes at or below 80% AMI, with priority consideration given to projects with units serving 60% AMI and below. A mixed-income project with some higher-income level units may be eligible, but awards will be based on the number of units at 80% AMI or lower. Homeownership projects will target households earning 80-120% AMI.

The County has successfully leveraged HOME and CDBG funds to support affordable housing projects funded by tax credits and other state funds. This existing plan will also be utilized to administer PLHA funds. County housing staff is aware of potential pipeline projects that may be eligible for PLHA funds and will review applications annually as part of the NOFA process.

§302(c)(4)(C) Description of how the Plan is consistent with programs set forth in the County's Housing Element

One key policy in the County's Certified Housing Element is to provide funding for affordable housing and support its new construction.

The following sections of the County's Certified Fifth Cycle Housing Element demonstrate that this 302(c)(4) Plan is consistent with the overall goals to increase the number and quality of affordable housing in the area:

Housing Element Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhoods in Contra Costa County.

Housing Element Goal 2: Increase the supply of housing with a priority on the development of affordable housing, including housing affordable to extremely low-income households.

Housing Element Goal 3: Increase the supply of suitable and supportive housing for individuals with special needs.

Housing Element Goal 4: Improve Housing affordability for both renters and homeowners.

#### **ACTIVITIES DETAIL**

§302(c)(4)(E)(i) Detailed and complete description of how allocated funds will be used for each proposed Affordable Housing Activity

Beginning in Year 3 of our Five-Year PLHA Plan, forty percent of the allocated PLHA funds will be dedicated to homeownership opportunities or homeowner rehabilitation for lower-income households. Activities such as downpayment assistance, first-time homeowner assistance, and rehabilitation loans would help us reach this goal. The funds will be structured as low-interest, deferred loans. The loans will be evidenced by a Promissory Note and secured by a Deed of Trust. A Shared Equity Agreement will restrict occupancy and sales prices to up to 30 years.

The PLHA funds will also be used for the predevelopment, development, acquisition, rehabilitation, and/or preservation of affordable multifamily rental housing for low-income persons earning 80% or less of the AMI. The funds will be structured as low-interest, deferred loans to the project sponsor/owner. The loans will be evidenced by a Promissory Note and secured by a Deed of Trust. A Regulatory Agreement will also restrict occupancy and rents following the PLHA-required term of 55 years.

§302(c)(4)(E)(iii) Description of major steps/actions and a proposed schedule for the implementation and completion of the Activity

The funds will be included in the County's annual NOFA. The County has completed this process annually for many years, successfully awarding millions of dollars in Federal HOME, CDBG, and Housing Opportunities for Persons with AIDS (HOPWA) funding. The NOFA is typically released the first week of October. PLHA funds will be included in the funds awarded to applicants who meet the guidelines of the PLHA program.

Once the funds are awarded, applicants should be prepared to enter into binding legal agreements within 12 months of the start of the fiscal year for which the funds were awarded. Additionally, projects should commence construction within 12 months of the formal commitment of funds.

#### PROGRAM INCOME REUSE

Program income is defined as gross income received by the recipient or a subrecipient directly generated from the use of PLHA funds, 4.3.2. Any program income received from activities in this

plan will first be utilized to deliver additional activities of the same type defined by Section 2.5. If future amended plans no longer support allocating funds to that activity, the project income will be programmed according to the activity allocation in effect at that time. The County is committed to following the Reuse Plan outlined in this policy, which is further defined in Attachment A.

#### **ASSURANCES**

The County will provide PLHA assistance through deferred, low-interest loans to project sponsors/owners to develop affordable owner-occupied workforce housing activities and affordable rental housing. Regulatory Agreements, Shared Equity Agreements, and Promissory Notes secured by Deeds of Trust against the property housing the development will ensure long-term affordability

#### REPORTING

Pursuant to HSC Section 504740(b)(2)(B)(ii)(iii), the County will provide an Annual Report documenting the uses and expenditures of any awarded allocation every July 31 to the Department of Housing and Community Development grant management division according to its specifications.

#### **ATTACHMENTS**

A: Program Reuse Plan



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.25.	45 <b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	John Kopchik, Director, Conservation and Development	
-	Solid Waste and Recycling Collection Services in the Unincorporated Services in	entral County Areas
⊠Recommenda	tion of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

- 1. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc. (Allied), to extend the agreement termination date from September 30, 2025, to a new termination date of November 30, 2025, for continued solid waste, recycling, and organics collection in its Central County service area.
- 2. FIND that the Third Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines, as the Second Amendment will not cause potentially significant impacts on the environment.
- 3. DIRECT the Department of Conservation and Development (DCD) Director or designee to file a CEQA Notice of Exemption with the County Clerk.
- 4. DIRECT the Director of DCD, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing the Notice of Exemption.

#### **FISCAL IMPACT:**

There is no impact on the County General Fund. The costs for County staff time spent administering the Franchise Agreement with Allied, and any related consulting services are covered by solid waste/recycling collection franchise fees.

#### **BACKGROUND:**

In August 1995, the County entered into the Agreement with Allied's predecessor company, Pleasant Hill Bayshore Disposal, Inc. to govern collection services provided in unincorporated Central County areas. The Agreement has been amended twice, which was approved by both Parties on or about July 21, 2015, and July 8, 2025.

The Agreement grants Allied the exclusive privilege and duty to collect residential and commercial solid waste

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and recyclable material (including organics) routinely generated by residential and commercial customers within the unincorporated service area (Franchise Area).

The Franchise Area covers the following unincorporated communities:

- 1. Alhambra Valley (portion) District I
- 2. Canyon District II
- 3. Antioch, unincorporated District III
- 4. Morgan Territory District IV
- 5. Concord, unincorporated (portion) District IV
- 6. Clayton, unincorporated (Marsh Creek) District IV
- 7. Pleasant Hill, Unincorporated District IV
- 8. Martinez, unincorporated /Pacheco/ Vine Hill District V
- 9. Bay Point (Eastern) District V
- 10. Cummings Skyway (portion) District V

The current Franchise Agreement with Allied continues through September 30, 2025. The purpose of this Third Amendment is to extend the term of the Agreement through November 30, 2025. There are no service or rate changes in this Third Amendment to the Franchise Agreement.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

After September 30, 2025, solid waste, recycling, and organics collection services in the unincorporated Central County area currently served by Allied would no longer be regulated under a franchise agreement as required by County Code Chapter 418-7.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3546 **Agenda Date:** 9/9/2025 Agenda #:

C 26

To: **Board of Supervisors** 

From: John Kopchik, Director, Conservation and Development

**Report Title:** Approve an additional \$8,000 in HOME Funds to the Esperanza Place Project in Walnut Creek

to cover additional project-related delivery costs

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE an additional \$8,000 in HOME Investment Partnerships Program (HOME) funding to the Esperanza Place project located at 1250 Las Juntas Way in Walnut Creek to cover additional administrative delivery costs, as recommended by the Director of Conservation and Development.

#### FISCAL IMPACT:

There are no general fund impacts. HOME funds are provided to Contra Costa County (County) on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). HOME CFDA #14.256.

#### **BACKGROUND:**

On June 11, 2019, the Board of Supervisors (Board) approved the FY 2019/2020 Action Plan, which included the recommendation to fund the Esperanza Place project with HOME funds for the construction of 42 condominiums. The project, originally named Las Juntas, is now known as Esperanza Place. The for-sale units in the development were to be constructed in two phases with 23 units constructed in Phase One and 19 units constructed in Phase Two. All 11 of the HOME-assisted units were to be built in Phase One and were to be sold to homebuyers earning up to 80% Area Median Income (AMI). The condominiums range in size from one to four bedrooms.

On November 16, 2021, the Board approved and authorized loan and related legal documents for \$1,605,000 in HOME funds to HEBSV Esperanza Place, LLC, a California limited liability company that is wholly owned and managed by Habitat for Humanity East Bay Silicon Valley (Habitat), for Esperanza Place. The 11 HOMEassisted units were sold to homebuyers earning up to 80% Area Median Income (AMI) at an affordable sales price that does not exceed the published HOME maximum sales price.

The completion of the construction of Phase One was delayed due to unanticipated construction material delays, construction delays, and utility connection delays. Due to the delays, there were increases in projectFile #: 25-3546 **Agenda Date: 9/9/2025** Agenda #: C.26.

related delivery costs (administrative activities directly related to the project, including legal costs), and staff is recommending the addition of \$8,000 in HOME funds to cover staff and attorney costs incurred by DCD related to delivery. The original amount of HOME funds awarded by the Board to Esperanza Place, which included the loan amount to Habitat (\$1,605,000) and the project-related delivery costs (\$50,000), was a total of \$1,655,000. The recommendation before the Board today is to solely increase the amount awarded for projectrelated delivery by \$8,000 in HOME funds (from \$50,000 to \$58,000), bringing the total amount of HOME funds awarded to Esparanza to \$1,663,000.

This recommendation will not increase the amount of the HOME loan to Habitat. The additional funds will only cover DCD administrative costs and legal costs that exceeded the original anticipated amount and are necessary for DCD to complete and close the project in a timely manner to meet HUD's expenditure and project completion requirements.

A certificate of occupancy for Phase One of the project was issued on September 24, 2024. Habitat began selling the units to qualified households shortly after the final inspection was issued with the eleventh HOMEassisted unit sold on January 30, 2025. Therefore, the project is in the closeout stage, and with the additional \$8,000 in HOME funds, staff will be able to complete all administrative closeout requirements to close the project.

### CONSEQUENCE OF NEGATIVE ACTION:

The additional allocation of HOME funds for project delivery will allow staff to administratively close the project. If the project is not closed in a timely manner, the County will not be in compliance with HUD regulations for the timely expenditure and closing of HOME funded projects, which may jeopardize any remaining HOME funds that are yet to be reimbursed for the project and may jeopardize future allocations of HOME funds to the County.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3547 **Agenda Date:** 9/9/2025 Agenda #:

C 27

To: **Board of Supervisors** 

From: John Kopchik, Director, Conservation and Development

Report Title: APPROVE and AUTHORIZE Conservation and Development Director, or designee, to execute a contract with Rincon Consultants to provide technical services for the Urban Forest Management Plan.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE Conservation and Development Director, or designee, to execute a contract with Rincon Consultants in an amount not to exceed \$250,000 to provide technical services for the Urban Forest Management Plan from September 1, 2025 through June 30, 2028.

#### **FISCAL IMPACT:**

The Urban Forest Management Plan is funded through a \$750,000 grant from the Governor's Office of Land Use and Climate Innovation. There is no impact on the General Fund.

#### **BACKGROUND:**

On April 9, 2024, the Board of Supervisors authorized the Conservation and Development Director, or designee, to apply for and accept, if awarded, an Integrated Climate Adaptation and Resiliency Program, Extreme Heat and Community Resilience Program Grant, in an amount not to exceed \$750,000, from the California Governor's Office of Planning and Research. (This office was subsequently renamed the Governor's Office of Land Use and Climate Innovation.) Staff successfully applied for a grant to support development of an Urban Forest Management Plan (or "Tree Plan"). The contract with the State took effect on May 1, 2025.

Staff conducted a competitive solicitation for a technical consultant to develop the actual plan. Rincon Consultants is the firm selected for this role. Because the contract amount exceeds the signing authority of the department head, staff is seeking approval and authorization from the Board of Supervisors for the Director of the Department of Conservation and Development to execute this contract.

There are three main activities that will be funded through this grant.

1. Urban Forest Management Plan. Rincon Consultants will develop the actual plan. Rincon will be doing the technical work associated with assessing tree canopy, incorporating a citizen science tree inventory that The Watershed Project will help lead in one or two Impacted Communities, identifying policies and best practices, identifying financing strategies for planting and maintaining trees. Rincon will assist DCD staff in facilitating an Advisory Working Group that will include staff from County departments and community members, who will be compensated for their contributions. Budget: \$250,000.

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- Community Engagement and Education. The Watershed Project and Sustainable Contra Costa 2. will conduct a community needs assessment, conduct an Extreme Heat and Urban Forestry Academy for community members, and facilitate participation in the Advisory Working Group described above. Budget: \$220,000
- 3. Green Infrastructure Career Pathway. The Workforce Development Board of Contra Costa **County** and **Civicorps** will develop a green infrastructure career pathway. This will include a five-part training program and career fairs/outreach events to match potential employers with workforce development program participants. Budget: \$190,000

In addition to the activities described above, the grant commits the County to conduct up to three tree planting demonstration projects that will result in planting up to 50 trees in Impacted Communities. This activity will be led by The Watershed Project. The activities described above will be used to identify potential locations on public and private property. Staff also will be looking for funds to support tree planting and maintenance. The grant will cover \$20,000.

The remaining funds in the grant are directed to offset DCD staff costs and required participation in meetings and workshops hosted by the State. (\$70,000).

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to authorize approval of this contract would lead to the County being unable to meet its obligations under the terms of the grant agreement.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: RES 2025-290 **Agenda Date: 9/9/2025** Agenda #:

C 28

To: **Board of Supervisors** 

From: Monica Nino, County Administrator

**Report Title:** Retirement Plan Contribution Rates For Fiscal Year 2026-2027

#### **RECOMMENDATIONS:**

ADOPT a Resolution which establishes retirement plan contribution rates as approved by the Retirement Board for the period July 1, 2026 through June 30, 2027.

#### FISCAL IMPACT:

See 'Background' below.

#### **BACKGROUND:**

At its August 6, 2025 meeting, the Retirement Board reviewed the actuary's valuation report for the year ending December 31, 2024 and adopted the recommended employer and employee contribution rates, which will become effective on July 1, 2026. A copy of the December 31, 2024 Actuarial Valuation can be found on CCCERA's website at www.cccera.gov <a href="http://www.cccera.gov">www.cccera.gov</a> under the Actuarial Valuations link.

Attached are the rates to be used effective July 1, 2026 through June 30, 2027 submitted for adoption by the County Board of Supervisors by the Contra Costa County Employees' Retirement Association. Please note the following related to Special Districts:

- The rates are before employer subvention, if any, of the employee contribution. The rates quoted here are the employer required rates without taking into consideration any employer subvention of employee contributions. A convenient methodology for adding subvention is included in the attached document. Note that subvention is not always permitted for PEPRA members.
- The rates are before any increase in employee rate to pay a portion of the employer contribution. If an employee's rate needs to be increased to pay a portion of the employer contribution, both employee and employer rates would need to be adjusted accordingly.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Rates will not reflect those adopted by the Contra Costa County Employees Retirement Board.

#### 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 Contribution Rates to be charged by the Contra Costa County Employees' Retirement Association

#### WHEREAS,

Pursuant to Government Code Section 31454 and on recommendation of the Board of the Contra Costa County Employees' Retirement Association,

#### NOW, THEREFORE, BE IT RESOLVED

That the following contribution rates are approved to be effective for the period July 1, 2026 through June 30, 2027.

- I. Employer Contribution Rates for Basic and Cost-of-Living Components and Non-refundability **Discount Factors** 
  - A. For General Members (Sec. 31676.11, Sec. 31676.16 and Sec. 7522.20(a)) See attached Exhibits 1 through 6
  - B. For Safety Members (Sec. 31664, Sec. 31664.1 and Sec. 7522.25(d)) See attached Exhibits 7 through 11
- II. Employee Contribution Rates for Basic and Cost-of-Living Components See attached Exhibits A through L

The following employers made UAAL prepayments and their Unfunded Actuarial Accrued Liability (UAAL) contribution rates reflect those UAAL prepayments:

Central Contra Costa Sanitary District made a UAAL prepayment in 2013, 2014, 2015 and 2021 which affected contribution rates for that employer.

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- Local Agency Formation Commission (LAFCO) made a UAAL prepayment in 2017, 2019, 2020 and 2021 which affected contribution rates for that employer.
- In-Home Supportive Services Authority (IHSS) made a UAAL prepayment in 2023 which affected contribution rates for that employer.
- San Ramon Valley Fire Protection District made a UAAL prepayment in 2017, 2018, 2019, 2020, 2021, 2022 and 2023 which affected contribution rates for the Safety members of that employer

Effective July 1, 2025, Rodeo-Hercules Fire Protection District was annexed into Contra Costa County Fire Protection District. Consistent with the consolidation, starting with the December 31, 2024 valuation, the prior General and Safety members from the Rodeo-Hercules Fire Protection District have become General and Safety members of Contra Costa County Fire Protection District in Cost Group #5 and Cost Group #8, respectively. As part of the consolidation, Rodeo-Hercules Fire Protection District made a UAAL prepayment in 2025 which affected contribution rates for the Safety members of Contra Costa County Fire Protection District (after consolidation).

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:

## Contra Costa County Employees' Retirement Association Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #1

	Basic		COLA		Non-
Cost Group #1	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
General Tier 1 Non-LAFCO (in Social Security)	23.26%	N/A	2.55%	N/A	0.9650
General Tier 1 Non-LAFCO (not in Social Security)	N/A	23.04%	N/A	2.52%	0.9650
General Tier 1 LAFCO	18.60%	N/A	2.55%	N/A	0.9650
General Tier 4 (3% COLA) Non-LAFCO	19.44%		2.02%		0.9563
General Tier 4 (3% COLA) LAFCO	14.84%		2.02%		0.9563
General Tier 4 (2% COLA)	18	3.97%	0.95%		0.9507

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

- County General
- Local Agency Formation Commission (LAFCO)
- CC Mosquito & Vector Control District
- Bethel Island Municipal Improvement District
- First 5 Children and Families Commission
- Contra Costa County Employees' Retirement Association
- Superior Court
- Moraga-Orinda Fire Protection District
- San Ramon Valley Fire Protection District

#### Tiers:

- Tier 1 Enhanced (2% @ 55)
- Tier 4 (2.5% @ 67)

<sup>&</sup>lt;sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## Contra Costa County Employees' Retirement Association Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #2

	В	Basic		COLA	
Cost Group #2	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
General Tier 3 Non-IHSS	21.47%	N/A	2.17%	N/A	0.9496
General Tier 3 IHSS	21.05%	N/A	2.01%	N/A	0.9496
General Tier 5 (3%/4% COLA) Non-IHSS	18.35%		1.61%		0.9555
General Tier 5 (3%/4% COLA) IHSS	17.90%		1.46%		0.9555
General Tier 5 (2% COLA) Non-IHSS	18.35%		0.75%		0.9509
General Tier 5 (2% COLA) IHSS	17	.90%	0.60%		0.9509

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

- County General
- In-Home Supportive Services Authority
- CC Mosquito & Vector Control District
- Superior Court

#### Tiers:

- Tier 3 Enhanced (2% @ 55)
- Tier 5 (2.5% @ 67)

<sup>&</sup>lt;sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #3

	B	Basic		COLA	
Cost Group #3	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
Central Contra Costa Sanitary District General Tier 1	N/A	15.63%	N/A	5.62%	0.9592
Central Contra Costa Sanitary District General Tier 4 (3% COLA)	10.96% 4.72%		0.9638		

Basic rates shown include an administrative expense load of 0.65% of payroll.

### **Employers:**

• Central Contra Costa Sanitary District

#### Tiers:

- Tier 1 Enhanced (2% @ 55)
- Tier 4 (2.5% @ 67)

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<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #4

	Basic		COLA		Non-	
Cost Group #4	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor	
Contra Costa Housing Authority General Tier 1	21.38%	N/A	7.06%	N/A	0.9561	
Contra Costa Housing Authority General Tier 4 (3% COLA)	17.72%		6.30%		0.9571	

Basic rates shown include an administrative expense load of 0.65% of payroll.

### **Employers:**

Contra Costa Housing Authority

#### Tiers:

- Tier 1 Enhanced (2% @ 55)
- Tier 4 (2.5% @ 67)

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<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## Contra Costa County Employees' Retirement Association Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #5

	Basic		COLA		Non-	
Cost Group #5	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor	
Contra Costa County Fire Protection District General Tier 1	N/A	27.59%	N/A	13.85%	0.9819	
Contra Costa County Fire Protection District General Tier 4 (3% COLA)	22.11%		13.20%		0.9579	
Contra Costa County Fire Protection District General Tier 4 (2% COLA)	21.48%		11.95%		0.9545	

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

• Contra Costa County Fire Protection District

#### Tiers:

- Tier 1 Enhanced (2% @ 55)
- Tier 4 (2.5% @ 67)

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<sup>&</sup>lt;sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #6

	Basic		COLA		Non-
Cost Group #6	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
Non-Enhanced District General Tier 1	12.73%	N/A	3.75%	N/A	0.9597
Non-Enhanced District General Tier 4 (3% COLA)	10	10.98%		.55%	0.9469

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

- Rodeo Sanitary District
- Byron Brentwood Cemetery District

#### Tiers:

- Tier 1 Non-Enhanced (1.67% @ 55)
- Tier 4 (2.5% @ 67)

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<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #7

	В	Basic		COLA	
Cost Group #7	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
County Safety Tier A	N/A	33.27%	N/A	27.78%	0.9746
County Safety Tier D	24	24.85%		5.27%	0.9793

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

County Safety

#### Tiers:

- Tier A Enhanced (3% @ 50)
- Tier D (2.7% @ 57)

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<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

## Contra Costa County Employees' Retirement Association Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #8

	Basic		COLA		Non-	
Cost Group #8	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor	
Contra Costa County Fire Protection District Safety Tier A	N/A	32.69%	N/A	35.51%	0.9790	
Contra Costa County Fire Protection District Safety Tier D	22.27%		33.32%		0.9789	
Contra Costa County Fire Protection District Safety Tier E	21.45%		31.24%		0.9816	

Basic rates shown include an administrative expense load of 0.65% of payroll.

#### **Employers:**

• Contra Costa County Fire Protection District

#### Tiers:

- Tier A Enhanced (3% @ 50)
- Tier D (2.7% @ 57)
- Tier E (2.7% @ 57)

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<sup>&</sup>lt;sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

#### Exhibit 9

### **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #9

	Basic		COLA		Non-
Cost Group #9	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
County Safety Tier C	N/A	31.68%	N/A	24.91%	0.9743
County Safety Tier E	23	.89%	24	.01%	0.9774

Basic rates shown include an administrative expense load of 0.65% of payroll.

### **Employers:**

• County Safety (Members hired on or after January 1, 2007)

#### Tiers:

- Tier C Enhanced (3% @ 50)
- Tier E (2.7% @ 57)

<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

#### Exhibit 10

### **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #10

	Basic		COLA		Non-	
Cost Group #10	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor	
Moraga-Orinda Fire Protection District Safety Tier A	N/A	37.78%	N/A	58.95%	0.9740	
Moraga-Orinda Fire Protection District Safety Tier D	30	0.01%	57	.44%	0.9799	

Basic rates shown include an administrative expense load of 0.65% of payroll.

### **Employers:**

• Moraga-Orinda Fire Protection District

#### Tiers:

- Tier A Enhanced (3% @ 50)
- Tier D (2.7% @ 57)

<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

#### Exhibit 11

### **Contra Costa County Employees' Retirement Association** Employer Contribution Rates Effective for July 1, 2026 through June 30, 2027 for Cost Group #11

	Basic		COLA		Non-
Cost Group #11	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	In Social Security <sup>1</sup>	Not In Social Security <sup>2</sup>	Refundability Factor
San Ramon Valley Fire Protection District Safety Tier A	N/A	34.43%	N/A	22.16%	0.9788
San Ramon Valley Fire Protection District Safety Tier D	21	99%	19	.13%	0.9824

Basic rates shown include an administrative expense load of 0.65% of payroll.

### **Employers:**

• San Ramon Valley Fire Protection District

#### Tiers:

- Tier A Enhanced (3% @ 50)
- Tier D (2.7% @ 57)

<sup>1</sup> If employer is in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67. The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security and the rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit. For PEPRA tier, applies to all employers and the rate should be applied to all compensation up to the applicable annual Gov. Code 7522.10(d) compensation limit.

### **Exhibit A**

### <u>General Cost Group #1 Non-PEPRA Member Contribution Rates</u> Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

	В	Basic <sup>2</sup>		Total	
	In Social	Not In Social	COLA	In Social	Not In Social
Entry Age	Security	Security		Security	Security
15	5.56%	5.55%	2.73%	8.29%	8.28%
16	5.69%	5.68%	2.80%	8.49%	8.48%
17	5.82%	5.81%	2.87%	8.69%	8.68%
18	5.95%	5.94%	2.94%	8.89%	8.88%
19	6.05%	6.04%	3.00%	9.05%	9.04%
20	6.16%	6.15%	3.06%	9.22%	9.21%
21	6.26%	6.25%	3.11%	9.37%	9.36%
22	6.38%	6.37%	3.18%	9.56%	9.55%
23	6.49%	6.48%	3.24%	9.73%	9.72%
24	6.60%	6.59%	3.30%	9.90%	9.89%
25	6.72%	6.71%	3.36%	10.08%	10.07%
26	6.84%	6.83%	3.43%	10.27%	10.26%
27	6.96%	6.95%	3.49%	10.45%	10.44%
28	7.08%	7.07%	3.56%	10.64%	10.63%
29	7.21%	7.20%	3.63%	10.84%	10.83%
30	7.34%	7.33%	3.70%	11.04%	11.03%
31	7.47%	7.46%	3.77%	11.24%	11.23%
32	7.60%	7.59%	3.84%	11.44%	11.43%
33	7.74%	7.73%	3.92%	11.66%	11.65%
34	7.88%	7.87%	3.99%	11.87%	11.86%
35	8.02%	8.01%	4.07%	12.09%	12.08%
36	8.16%	8.15%	4.14%	12.30%	12.29%
37	8.31%	8.30%	4.23%	12.54%	12.53%
38	8.47%	8.46%	4.31%	12.78%	12.77%
39	8.61%	8.60%	4.39%	13.00%	12.99%
40	8.76%	8.75%	4.47%	13.23%	13.22%
41	8.92%	8.91%	4.56%	13.48%	13.47%
42	9.06%	9.05%	4.63%	13.69%	13.68%
43	9.21%	9.20%	4.71%	13.92%	13.91%
44	9.33%	9.32%	4.78%	14.11%	14.10%
45	9.46%	9.45%	4.85%	14.31%	14.30%
46	9.60%	9.59%	4.93%	14.53%	14.52%
47	9.76%	9.75%	5.01%	14.77%	14.76%
48	9.91%	9.90%	5.10%	15.01%	15.00%
49	10.02%	10.01%	5.16%	15.18%	15.17%
50	10.16%	10.15%	5.23%	15.39%	15.38%
51	10.29%	10.28%	5.30%	15.59%	15.58%
52	10.45%	10.44%	5.39%	15.84%	15.83%
53	10.59%	10.58%	5.47%	16.06%	16.05%
54	10.76%	10.75%	5.56%	16.32%	16.31%
55	10.92%	10.91%	5.64%	16.56%	16.55%
56	10.98%	10.97%	5.68%	16.66%	16.65%
57	10.96%	10.95%	5.67%	16.63%	16.62%
58	10.90%	10.89%	5.63%	16.53%	16.52%
59 & Over	10.65%	10.64%	5.50%	16.15%	16.14%

Administrative Expense: 0.53% of payroll added to Basic Rates

COLA Loading: 54.38% applied to Basic Rates prior to adjustment for administrative expenses

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<sup>&</sup>lt;sup>1</sup> For members in Social Security, the "In Social Security" rate should only be applied to monthly compensation in excess of \$116.67. All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

The Basic Rate for members in Social Security is increased by 0.01% to account for the administrative expense rate of 0.53% that is applicable to the first \$116.67 of compensation.

### **Exhibit A**

### **Employers:**

- County General
- LAFCO
- CC Mosquito & Vector Control District
- Bethel Island Municipal Improvement District
- First 5 Children and Families Commission
- Contra Costa County Employees' Retirement Association
- Superior Court
- Moraga-Orinda Fire Protection District
- San Ramon Valley Fire Protection District

### Tier:

• Tier 1 Enhanced (2% @ 55)

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#### **Exhibit B**

# General Cost Group #2 Non-PEPRA Member Contribution Rates

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

	Basic <sup>2</sup>		COLA	Total Not In Social		
Entry Ago	In Social	Not In Social Security	COLA	In Social Security	Not In Socia	
Entry Age	Security	•	2 240/	•	Security	
15 16	5.54%	5.53%	2.34%	7.88%	7.87%	
17	5.66%	5.65%		8.06%	8.05%	
	5.79%	5.78%	2.46%	8.25%	8.24%	
18 19	5.92% 6.02%	5.91% 6.01%	2.52%	8.44% 8.59%	8.43% 8.58%	
20					8.74%	
21	6.13%	6.12%	2.62%	8.75%	8.90%	
22	6.24%	6.23% 6.34%	2.67%	8.91% 9.07%	9.06%	
23	6.46%	6.45%	2.77%	9.23%	9.22%	
24	6.57%	6.56%	2.82%	9.39%	9.38%	
25	6.69%	6.68%	2.88%	9.57%	9.56%	
26	6.81%	6.80%	2.94%	9.75%	9.74%	
27	6.93%	6.92%	2.99%	9.92%	9.91%	
28	7.05%	7.04%	3.05%	10.10%	10.09%	
29	7.18%	7.17%	3.11%	10.10%	10.28%	
30	7.18%	7.17%	3.17%	10.29%	10.28%	
31	7.43%	7.42%	3.23%	10.66%	10.45%	
32	7.57%	7.42%	3.29%			
			3.35%	10.86%	10.85%	
33 34	7.70% 7.85%	7.69% 7.84%	3.42%	11.05% 11.27%	11.04%	
35	7.83%	7.98%	3.42%	11.48%	11.26%	
36	8.13%	8.12%	3.56%	11.48%	11.47% 11.68%	
37	8.28%	8.12%	3.63%	11.91%		
38	8.43%	8.42%	3.70%	12.13%	11.90% 12.12%	
39	8.58%	8.57%	3.77%	12.35%	12.34%	
40	8.73%	8.72%	3.84%	12.57%	12.56%	
41	8.88%	8.87%	3.91%	12.79%	12.78%	
42	9.02%	9.01%	3.97%	12.99%	12.98%	
43	9.17%	9.16%	4.04%	13.21%	13.20%	
44	9.29%	9.28%	4.10%	13.39%	13.38%	
45	9.42%	9.41%	4.16%	13.58%	13.57%	
46	9.56%	9.55%	4.22%	13.78%	13.77%	
47	9.71%	9.70%	4.30%	14.01%	14.00%	
48	9.87%	9.86%	4.37%	14.24%	14.23%	
49	9.99%	9.98%	4.43%	14.42%	14.41%	
50	10.11%	10.10%	4.48%	14.59%	14.58%	
51	10.25%	10.24%	4.55%	14.80%	14.79%	
52	10.41%	10.40%	4.62%	15.03%	15.02%	
53	10.57%	10.56%	4.70%	15.27%	15.26%	
54	10.70%	10.69%	4.76%	15.46%	15.45%	
55	10.84%	10.83%	4.82%	15.66%	15.65%	
56	10.93%	10.92%	4.87%	15.80%	15.79%	
57	10.98%	10.97%	4.89%	15.87%	15.86%	
58	10.93%	10.92%	4.87%	15.80%	15.79%	

Administrative Expense:

0.53% of payroll added to Basic Rates

COLA Loading:

46.84% applied to Basic Rates prior to adjustment for administrative expenses

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<sup>&</sup>lt;sup>1</sup> For members in Social Security, the "In Social Security" rate should only be applied to monthly compensation in excess of \$116.67. All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

The Basic Rate for members in Social Security is increased by 0.01% to account for the administrative expense rate of 0.53% that is applicable to the first \$116.67 of compensation.

### **Exhibit B**

### **Employers:**

- County General
- In-Home Supportive Services Authority
- CC Mosquito & Vector Control District
- Superior Court

### Tier:

ier:

• Tier 3 Enhanced (2% @ 55)

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#### **Exhibit C**

## **General Cost Group #3 Non-PEPRA Member Contribution Rates**

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	5.76%	2.77%	8.53%
16	5.89%	2.84%	8.73%
17	6.02%	2.91%	8.93%
18	6.16%	2.99%	9.15%
19	6.27%	3.04%	9.31%
20	6.38%	3.10%	9.48%
21	6.49%	3.16%	9.65%
22	6.61%	3.22%	9.83%
23	6.72%	3.28%	10.00%
24	6.84%	3.35%	10.19%
25	6.96%	3.41%	10.37%
26	7.09%	3.48%	10.57%
27	7.21%	3.54%	10.75%
28	7.34%	3.61%	10.95%
29	7.47%	3.68%	11.15%
30	7.60%	3.75%	11.35%
31	7.74%	3.82%	11.56%
32	7.88%	3.90%	11.78%
33	8.02%	3.97%	11.99%
34	8.17%	4.05%	12.22%
35	8.32%	4.13%	12.45%
36	8.47%	4.21%	12.68%
37	8.62%	4.29%	12.91%
38	8.78%	4.38%	13.16%
39	8.93%	4.46%	13.39%
40	9.08%	4.53%	13.61%
41	9.24%	4.62%	13.86%
42	9.39%	4.70%	14.09%
43	9.54%	4.78%	14.32%
44	9.67%	4.85%	14.52%
45	9.80%	4.92%	14.72%
46	9.95%	5.00%	14.95%
47	10.11%	5.08%	15.19%
48	10.26%	5.16%	15.42%
49	10.38%	5.22%	15.60%
50	10.51%	5.29%	15.80%
51	10.64%	5.36%	16.00%
52	10.79%	5.44%	16.23%
53	10.95%	5.53%	16.48%
54	11.11%	5.61%	16.72%
55	11.23%	5.68%	16.91%
56	11.28%	5.70%	16.98%
57	11.24%	5.68%	16.92%
58	11.10%	5.61%	16.71%
59 & Over	10.53%	5.30%	15.83%
		2.30,0	

Administrative Expense:

0.53% of payroll added to Basic Rates

COLA Loading:

53.04% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

Tier:

Central Contra Costa Sanitary District

• Tier 1 Enhanced (2% @ 55)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

#### **Exhibit D**

# General Cost Group #4 Non-PEPRA Member Contribution Rates

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

	Basic <sup>2</sup>			Total		
	In Social	Not In Social	COLA	In Social	Not In Social	
Entry Age	Security	Security		Security	Security	
15	5.59%	5.58%	2.64%	8.23%	8.22%	
16	5.71%	5.70%	2.71%	8.42%	8.41%	
17	5.84%	5.83%	2.77%	8.61%	8.60%	
18	5.97%	5.96%	2.84%	8.81%	8.80%	
19	6.08%	6.07%	2.90%	8.98%	8.97%	
20	6.18%	6.17%	2.95%	9.13%	9.12%	
21	6.29%	6.28%	3.01%	9.30%	9.29%	
22	6.40%	6.39%	3.07%	9.47%	9.46%	
23	6.52%	6.51%	3.13%	9.65%	9.64%	
24	6.63%	6.62%	3.19%	9.82%	9.81%	
25	6.75%	6.74%	3.25%	10.00%	9.99%	
26	6.87%	6.86%	3.31%	10.18%	10.17%	
27	6.99%	6.98%	3.38%	10.37%	10.36%	
28	7.11%	7.10%	3.44%	10.55%	10.54%	
29	7.24%	7.23%	3.51%	10.75%	10.74%	
30	7.37%	7.36%	3.57%	10.94%	10.93%	
31	7.50%	7.49%	3.64%	11.14%	11.13%	
32	7.64%	7.63%	3.72%	11.36%	11.35%	
33	7.77%	7.76%	3.78%	11.55%	11.54%	
34	7.91%	7.90%	3.86%	11.77%	11.76%	
35	8.06%	8.05%	3.94%	12.00%	11.99%	
36	8.20%	8.19%	4.01%	12.21%	12.20%	
37	8.35%	8.34%	4.09%	12.44%	12.43%	
38	8.50%	8.49%	4.17%	12.67%	12.66%	
39	8.65%	8.64%	4.24%	12.89%	12.88%	
40	8.80%	8.79%	4.32%	13.12%	13.11%	
41	8.95%	8.94%	4.40%	13.35%	13.34%	
42	9.10%	9.09%	4.48%	13.58%	13.57%	
43	9.25%	9.24%	4.56%	13.81%	13.80%	
44	9.37%	9.36%	4.62%	13.99%	13.98%	
45	9.50%	9.49%	4.69%	14.19%	14.18%	
46	9.64%	9.63%	4.76%	14.40%	14.39%	
47	9.80%	9.79%	4.85%	14.65%	14.64%	
48	9.95%	9.94%	4.93%	14.88%	14.87%	
49	10.08%	10.07%	4.99%	15.07%	15.06%	
50	10.20%	10.19%	5.06%	15.26%	15.25%	
51	10.34%	10.33%	5.13%	15.47%	15.46%	
52	10.49%	10.48%	5.21%	15.70%	15.69%	
53	10.64%	10.63%	5.29%	15.93%	15.92%	
54	10.79%	10.78%	5.36%	16.15%	16.14%	
55	10.96%	10.95%	5.45%	16.41%	16.40%	
56	11.02%	11.01%	5.49%	16.51%	16.50%	
57	11.03%	11.02%	5.49%	16.52%	16.51%	
58	10.88%	10.87%	5.41%	16.29%	16.28%	
59 & Over	10.60%	10.59%	5.27%	15.87%	15.86%	

Administrative Expense:

0.53% of payroll added to Basic Rates

COLA Loading:

52.34% applied to Basic Rates prior to adjustment for administrative expenses

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<sup>&</sup>lt;sup>1</sup> For members in Social Security, the "In Social Security" rate should only be applied to monthly compensation in excess of \$116.67. All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> The Basic Rate for members in Social Security is increased by 0.01% to account for the administrative expense rate of 0.53% that is applicable to the first \$116.67 of compensation.

### **Exhibit D**

### **Employers:**

• Contra Costa Housing Authority

### Tier:

• Tier 1 Enhanced (2% @ 55)

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#### **Exhibit E**

# **General Cost Group #5 Non-PEPRA Member Contribution Rates**

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	5.53%	3.09%	8.62%
16	5.65%	3.17%	8.82%
17	5.78%	3.25%	9.03%
18	5.91%	3.33%	9.24%
19	6.01%	3.39%	9.40%
20	6.12%	3.46%	9.58%
21	6.23%	3.53%	9.76%
22	6.34%	3.60%	9.94%
23	6.45%	3.66%	10.11%
24	6.56%	3.73%	10.29%
25	6.68%	3.81%	10.49%
26	6.80%	3.88%	10.68%
27	6.92%	3.95%	10.87%
28	7.04%	4.03%	11.07%
29	7.17%	4.11%	11.28%
30	7.29%	4.18%	11.47%
31	7.42%	4.26%	11.68%
32	7.56%	4.35%	11.91%
33	7.69%	4.43%	12.12%
34	7.84%	4.52%	12.36%
35	7.98%	4.61%	12.59%
36	8.12%	4.70%	12.82%
37	8.27%	4.79%	13.06%
38	8.42%	4.88%	13.30%
39	8.57%	4.98%	13.55%
40	8.72%	5.07%	13.79%
41	8.87%	5.16%	14.03%
42	9.01%	5.25%	14.26%
43	9.16%	5.34%	14.50%
44	9.28%	5.42%	14.70%
45	9.41%	5.50%	14.91%
46	9.55%	5.58%	15.13%
47	9.70%	5.68%	15.38%
48	9.86%	5.77%	15.63%
49	9.98%	5.85%	15.83%
50	10.10%	5.92%	16.02%
51	10.24%	6.01%	16.25%
52	10.40%	6.11%	16.51%
53	10.56%	6.21%	16.77%
54	10.69%	6.29%	16.98%
55	10.83%	6.37%	17.20%
56	10.92%	6.43%	17.35%
57	10.97%	6.46%	17.43%
58	10.92%	6.43%	17.35%
59 & Over	10.37%	6.09%	16.46%

Administrative Expense:

0.53% of payroll added to Basic Rates

**COLA Loading:** 

61.89% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

Tier:

Contra Costa County Fire Protection District

• Tier 1 Enhanced (2% @ 55)

<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

#### **Exhibit F**

# **General Cost Group #6 Non-PEPRA Member Contribution Rates**

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

	Basic <sup>2</sup>			Total	
	In Social	Not In Social	COLA	In Social	Not In Social
Entry Age	Security	Security		Security	Security
15	6.40%	6.39%	2.59%	8.99%	8.98%
16	6.51%	6.50%	2.64%	9.15%	9.14%
17	6.62%	6.61%	2.68%	9.30%	9.29%
18	6.74%	6.73%	2.74%	9.48%	9.47%
19	6.86%	6.85%	2.79%	9.65%	9.64%
20	6.98%	6.97%	2.84%	9.82%	9.81%
21	7.10%	7.09%	2.90%	10.00%	9.99%
22	7.23%	7.22%	2.95%	10.18%	10.17%
23	7.36%	7.35%	3.01%	10.37%	10.36%
24	7.49%	7.48%	3.07%	10.56%	10.55%
25	7.63%	7.62%	3.13%	10.76%	10.75%
26	7.76%	7.75%	3.19%	10.95%	10.94%
27	7.90%	7.89%	3.25%	11.15%	11.14%
28	8.05%	8.04%	3.31%	11.36%	11.35%
29	8.19%	8.18%	3.38%	11.57%	11.56%
30	8.34%	8.33%	3.44%	11.78%	11.77%
31	8.49%	8.48%	3.51%	12.00%	11.99%
32	8.65%	8.64%	3.58%	12.23%	12.22%
33	8.81%	8.80%	3.65%	12.46%	12.45%
34	8.96%	8.95%	3.72%	12.68%	12.67%
35	9.12%	9.11%	3.79%	12.91%	12.90%
36	9.27%	9.26%	3.85%	13.12%	13.11%
37	9.43%	9.42%	3.92%	13.35%	13.34%
38	9.58%	9.57%	3.99%	13.57%	13.56%
39	9.71%	9.70%	4.05%	13.76%	13.75%
40	9.85%	9.84%	4.11%	13.96%	13.95%
41	9.99%	9.98%	4.17%	14.16%	14.15%
42	10.15%	10.14%	4.24%	14.39%	14.38%
43	10.31%	10.30%	4.31%	14.62%	14.61%
44	10.44%	10.43%	4.37%	14.81%	14.80%
45	10.58%	10.57%	4.43%	15.01%	15.00%
46	10.71%	10.70%	4.49%	15.20%	15.19%
47	10.89%	10.88%	4.57%	15.46%	15.45%
48	11.04%	11.03%	4.63%	15.67%	15.66%
49	11.20%	11.19%	4.71%	15.91%	15.90%
50	11.38%	11.37%	4.78%	16.16%	16.15%
51	11.46%	11.45%	4.82%	16.28%	16.27%
52	11.49%	11.48%	4.83%	16.32%	16.31%
53	11.39%	11.38%	4.79%	16.18%	16.17%
54 & Over	11.00%	10.99%	4.62%	15.62%	15.61%

Administrative Expense: 0.53% of payroll added to Basic Rates

COLA Loading: 44.14% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

#### Tier:

Rodeo Sanitary District

• Tier 1 Non-Enhanced (1.67% @ 55)

• Byron Brentwood Cemetery District

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<sup>&</sup>lt;sup>1</sup> For members in Social Security, the "In Social Security" rate should only be applied to monthly compensation in excess of \$116.67. All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

<sup>&</sup>lt;sup>2</sup> The Basic Rate for members in Social Security is increased by 0.01% to account for the administrative expense rate of 0.53% that is applicable to the first \$116.67 of compensation.

**Exhibit G** 

### <u>Safety Cost Group #7 Non-PEPRA Member Contribution Rates</u> Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	10.39%	6.77%	17.16%
16	10.39%	6.77%	17.16%
17	10.39%	6.77%	17.16%
18	10.39%	6.77%	17.16%
19	10.39%	6.77%	17.16%
20	10.39%	6.77%	17.16%
21	10.39%	6.77%	17.16%
22	10.56%	6.89%	17.45%
23	10.72%	7.00%	17.72%
24	10.89%	7.11%	18.00%
25	11.06%	7.23%	18.29%
26	11.22%	7.34%	18.56%
27	11.38%	7.45%	18.83%
28	11.54%	7.56%	19.10%
29	11.66%	7.64%	19.30%
30	11.78%	7.73%	19.51%
31	11.94%	7.84%	19.78%
32	12.09%	7.94%	20.03%
33	12.26%	8.05%	20.31%
34	12.40%	8.15%	20.55%
35	12.53%	8.24%	20.77%
36	12.69%	8.35%	21.04%
37	12.87%	8.47%	21.34%
38	13.05%	8.60%	21.65%
39	13.26%	8.74%	22.00%
40	13.46%	8.88%	22.34%
41	13.66%	9.02%	22.68%
42	13.92%	9.19%	23.11%
43	14.14%	9.35%	23.49%
44	14.31%	9.46%	23.77%
45	14.38%	9.51%	23.89%
46	14.42%	9.54%	23.96%
47	14.41%	9.53%	23.94%
48	14.23%	9.41%	23.64%
49 & Over	13.76%	9.09%	22.85%

Administrative Expense:

0.53% of payroll added to Basic Rates

**COLA Loading:** 

68.67% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

Tier:

County Safety

• Tier A Enhanced (3% @ 50)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

**Exhibit H** 

### <u>Safety Cost Group #8 Non-PEPRA Member Contribution Rates</u> Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	10.37%	7.00%	17.37%
16	10.37%	7.00%	17.37%
17	10.37%	7.00%	17.37%
18	10.37%	7.00%	17.37%
19	10.37%	7.00%	17.37%
20	10.37%	7.00%	17.37%
21	10.37%	7.00%	17.37%
22	10.53%	7.11%	17.64%
23	10.69%	7.23%	17.92%
24	10.86%	7.35%	18.21%
25	11.03%	7.47%	18.50%
26	11.19%	7.58%	18.77%
27	11.35%	7.70%	19.05%
28	11.50%	7.80%	19.30%
29	11.63%	7.89%	19.52%
30	11.75%	7.98%	19.73%
31	11.90%	8.09%	19.99%
32	12.07%	8.21%	20.28%
33	12.23%	8.32%	20.55%
34	12.36%	8.41%	20.77%
35	12.50%	8.51%	21.01%
36	12.66%	8.63%	21.29%
37	12.84%	8.75%	21.59%
38	13.02%	8.88%	21.90%
39	13.22%	9.03%	22.25%
40	13.42%	9.17%	22.59%
41	13.62%	9.31%	22.93%
42	13.87%	9.49%	23.36%
43	14.09%	9.64%	23.73%
44	14.24%	9.75%	23.99%
45	14.34%	9.82%	24.16%
46	14.36%	9.84%	24.20%
47	14.43%	9.89%	24.32%
48	14.09%	9.64%	23.73%
49 & Over	13.80%	9.44%	23.24%

Administrative Expense:

0.53% of payroll added to Basic Rates

**COLA Loading:** 

71.12% applied to Basic Rates prior to adjustment for administrative expenses

#### **Employers:**

Tier:

• Contra Costa County Fire Protection District

• Tier A Enhanced (3% @ 50)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

**Exhibit I** 

### <u>Safety Cost Group #9 Non-PEPRA Member Contribution Rates</u> Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	9.97%	4.25%	14.22%
16	9.97%	4.25%	14.22%
17	9.97%	4.25%	14.22%
18	9.97%	4.25%	14.22%
19	9.97%	4.25%	14.22%
20	9.97%	4.25%	14.22%
21	9.97%	4.25%	14.22%
22	10.12%	4.31%	14.43%
23	10.28%	4.38%	14.66%
24	10.43%	4.45%	14.88%
25	10.58%	4.52%	15.10%
26	10.73%	4.59%	15.32%
27	10.87%	4.65%	15.52%
28	11.00%	4.71%	15.71%
29	11.12%	4.76%	15.88%
30	11.26%	4.83%	16.09%
31	11.40%	4.89%	16.29%
32	11.54%	4.95%	16.49%
33	11.68%	5.01%	16.69%
34	11.81%	5.07%	16.88%
35	11.95%	5.14%	17.09%
36	12.11%	5.21%	17.32%
37	12.28%	5.28%	17.56%
38	12.45%	5.36%	17.81%
39	12.62%	5.44%	18.06%
40	12.82%	5.53%	18.35%
41	13.01%	5.61%	18.62%
42	13.18%	5.69%	18.87%
43	13.27%	5.73%	19.00%
44	13.34%	5.76%	19.10%
45	13.31%	5.75%	19.06%
46	13.18%	5.69%	18.87%
47	12.90%	5.56%	18.46%
48	13.32%	5.75%	19.07%
49 & Over	13.83%	5.98%	19.81%

Administrative Expense: 0.53% of payroll added to Basic Rates

COLA Loading: 44.97% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

Tier:

County Safety

Tier C Enhanced (3% @ 50)

(Members hired on or after January 1, 2007)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

**Exhibit J** 

# Safety Cost Group #10 Non-PEPRA Member Contribution Rates

# Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

16	10.35% 10.35% 10.35% 10.35%	6.67% 6.67% 6.67%	17.02% 17.02%
	10.35% 10.35%		
17	10.35%	6.67%	
± /			17.02%
18		6.67%	17.02%
19	10.35%	6.67%	17.02%
20	10.35%	6.67%	17.02%
21	10.35%	6.67%	17.02%
22	10.51%	6.78%	17.29%
23	10.67%	6.89%	17.56%
24	10.84%	7.01%	17.85%
25	11.01%	7.12%	18.13%
26	11.17%	7.23%	18.40%
27	11.33%	7.34%	18.67%
28	11.49%	7.45%	18.94%
29	11.61%	7.53%	19.14%
30	11.73%	7.61%	19.34%
31	11.88%	7.71%	19.59%
32	12.04%	7.82%	19.86%
33	12.21%	7.94%	20.15%
34	12.34%	8.03%	20.37%
35	12.48%	8.12%	20.60%
36	12.64%	8.23%	20.87%
37	12.82%	8.35%	21.17%
38	12.99%	8.47%	21.46%
39	13.19%	8.61%	21.80%
40	13.39%	8.74%	22.13%
41	13.61%	8.89%	22.50%
42	13.85%	9.05%	22.90%
43	14.06%	9.20%	23.26%
44	14.25%	9.33%	23.58%
45	14.34%	9.39%	23.73%
46	14.37%	9.41%	23.78%
47	14.34%	9.39%	23.73%
48	14.11%	9.23%	23.34%
49 & Over	13.83%	9.04%	22.87%

Administrative Expense:

0.53% of payroll added to Basic Rates

**COLA Loading:** 

67.97% applied to Basic Rates prior to adjustment for administrative expenses

#### **Employers:**

Tier:

• Moraga-Orinda Fire Protection District

• Tier A Enhanced (3% @ 50)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

### **Exhibit K**

# Safety Cost Group #11 Non-PEPRA Member Contribution Rates

### Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

Entry Age	Basic	COLA	Total
15	10.63%	7.18%	17.81%
16	10.63%	7.18%	17.81%
17	10.63%	7.18%	17.81%
18	10.63%	7.18%	17.81%
19	10.63%	7.18%	17.81%
20	10.63%	7.18%	17.81%
21	10.63%	7.18%	17.81%
22	10.80%	7.30%	18.10%
23	10.97%	7.42%	18.39%
24	11.14%	7.54%	18.68%
25	11.31%	7.66%	18.97%
26	11.48%	7.78%	19.26%
27	11.64%	7.90%	19.54%
28	11.80%	8.01%	19.81%
29	11.93%	8.10%	20.03%
30	12.05%	8.19%	20.24%
31	12.21%	8.30%	20.51%
32	12.37%	8.41%	20.78%
33	12.53%	8.53%	21.06%
34	12.67%	8.63%	21.30%
35	12.81%	8.73%	21.54%
36	12.98%	8.85%	21.83%
37	13.16%	8.98%	22.14%
38	13.33%	9.10%	22.43%
39	13.54%	9.25%	22.79%
40	13.74%	9.39%	23.13%
41	13.95%	9.54%	23.49%
42	14.19%	9.71%	23.90%
43	14.42%	9.87%	24.29%
44	14.59%	9.99%	24.58%
45	14.65%	10.04%	24.69%
46	14.65%	10.04%	24.69%
47	14.67%	10.05%	24.72%
48	14.36%	9.83%	24.19%
49 & Over	13.78%	9.42%	23.20%

Administrative Expense:

0.53% of payroll added to Basic Rates

**COLA Loading:** 

71.07% applied to Basic Rates prior to adjustment for administrative expenses

### **Employers:**

#### Tier:

• San Ramon Valley Fire Protection District

• Tier A Enhanced (3% @ 50)

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<sup>&</sup>lt;sup>1</sup> All rates should be applied to compensation up to the annual IRC 401(a)(17) compensation limit, if applicable.

### **Exhibit L**

### **General and Safety PEPRA Tier Member Contribution Rates** Effective for July 1, 2026 through June 30, 2027

Expressed as a Percentage of Monthly Payroll<sup>1</sup>

General Tiers	Basic	COLA	Total
Cost Group #1 – PEPRA Tier 4 (3% COLA)	9.45%	3.10%	12.55%
Cost Group #1 – PEPRA Tier 4 (2% COLA)	8.98%	2.03%	11.01%
Cost Group #2 – PEPRA Tier 5 (3%/4% COLA)	8.36%	2.69%	11.05%
Cost Group #2 – PEPRA Tier 5 (2% COLA)	8.36%	1.83%	10.19%
Cost Group #3 – PEPRA Tier 4 (3% COLA)	8.41%	2.87%	11.28%
Cost Group #4 – PEPRA Tier 4 (3% COLA)	8.92%	2.93%	11.85%
Cost Group #5 – PEPRA Tier 4 (3% COLA)	10.46%	3.48%	13.94%
Cost Group #5 – PEPRA Tier 4 (2% COLA)	9.83%	2.23%	12.06%
Cost Group #6 – PEPRA Tier 4 (3% COLA)	10.86%	3.55%	14.41%
Safety Tiers	Basic	COLA	Total
Cost Group #7 – PEPRA Tier D	14.63%	6.07%	20.70%
Cost Group #8 – PEPRA Tier D	13.61%	5.67%	19.28%
Cost Group #8 – PEPRA Tier E	12.79%	3.59%	16.38%
Cost Group #9 – PEPRA Tier E	13.67%	3.81%	17.48%
Cost Group #10 – PEPRA Tier D	13.43%	5.70%	19.13%
Cost Group #11 – PEPRA Tier D	11.64%	4.95%	16.59%

Administrative Expense: 0.53% of payroll added to Basic Rates

Cost	Employers	Tiers
Group		
1	County General	Tier 4 (2.5% @ 67)
	Local Agency Formation Commission (LAFCO)	Tier 4 (2.5% @ 67)
	Contra Costa Mosquito and Vector Control District	Tier 4 (2.5% @ 67)
	Bethel Island Municipal Improvement District	Tier 4 (2.5% @ 67)
	First 5 - Children & Families Commission	Tier 4 (2.5% @ 67)
	Contra Costa County Employees' Retirement Association	Tier 4 (2.5% @ 67)
	Superior Court	Tier 4 (2.5% @ 67)
	Moraga-Orinda Fire Protection District	Tier 4 (2.5% @ 67)
	San Ramon Valley Fire Protection District	Tier 4 (2.5% @ 67)
2	County General	Tier 5 (2.5% @ 67)
	In-Home Supportive Services Authority (IHSS)	Tier 5 (2.5% @ 67)
	Contra Costa Mosquito and Vector Control District	Tier 5 (2.5% @ 67)
	Superior Court	Tier 5 (2.5% @ 67)
3	Central Contra Costa Sanitary District (CCCSD)	Tier 4 (2.5% @ 67)
4	Contra Costa Housing Authority	Tier 4 (2.5% @ 67)
5	Contra Costa County Fire Protection District (CCCFPD)	Tier 4 (2.5% @ 67)
6	Rodeo Sanitary District	Tier 4 (2.5% @ 67)
	Byron Brentwood Cemetery District	Tier 4 (2.5% @ 67)
7	County Safety	Tier D (2.7% @ 57)
8	Contra Costa County Fire Protection District (CCCFPD)	Tier D (2.7% @ 57)
		Tier E (2.7% @ 57)
9	County Safety (Members hired on or after January 1, 2007)	Tier E (2.7% @ 57)
10	Moraga-Orinda Fire Protection District	Tier D (2.7% @ 57)
11	San Ramon Valley Fire Protection District	Tier D (2.7% @ 57)

<sup>&</sup>lt;sup>1</sup> All rates should be applied to all compensation (whether or not in Social Security) up to the applicable annual Gov. Code 7522.10(d) compensation limit.

### CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

#### **SUBVENTION**

All rates are shown as a percent of payroll.

Employee contribution rates vary depending upon their tier and age at entry. To compute the exact subvention percent for each employee, do the following:

<u>Employee rate:</u> Decrease the employee's rate by the subvention percent (i.e. 25%, 50%, etc.).

Employer rate: Increase the employer's rate by a percent of the employee's decrease using the

applicable non-refundability factor (found on Exhibits 1 through 11).

#### **EXAMPLE FOR COST GROUP #3 LEGACY MEMBERS:**

If the subvention percent is 25%, and the employee's rate is 6.00%,

Employee rates should be decreased by 1.50% ( $25\% \times 6.00\%$ )

Employer rate should be increased by 1.44% ( $1.50\% \times 0.9592$ )

Please note that for PEPRA members, subvention is generally not permitted. The standard under Gov. Code §7522.30(a) is that employees pay at least 50 percent of normal costs and that employers not pay any of the required employee contribution, but there are some exceptions. Gov. Code §7522.30(f) allows the terms (regarding the employee's required contribution) of a contract, including a memorandum of understanding, that is in effect on January 1, 2013, to continue through the length of a contract. This means that it is possible that an employer will subvent a portion of a PEPRA member's required contribution until the expiration date of the current contract, so long as it has been determined that the contract has been impaired.

**CAUTION** – these rates are for employer subvention of up to one-half the member contribution under Gov. Code §31581.1, NOT employer pick-up of employee contribution rates. When an employer subvents, the contribution subvented is not placed in the member's account and is therefore not available to the member as a refund. For this reason, the employer pays the contribution at a discount (i.e. "Non-Refundability Factor").

Employer pick-ups of employee contributions are those made under Gov. Code §31581.2 and Internal Revenue Code §414 (h)(2) for the sole purpose of deferring income tax. These contributions are added to the member's account, are available to the member as a refund and are considered by CCCERA as part of the member's compensation for retirement purposes.

#### **EMPLOYEE PAYMENT OF EMPLOYER COST**

There are several reasons why the attached contribution rates may need to be adjusted to increase the employee portion including the following:

Gov. Code §31631 allows for members to pay all or part of the employer contributions.

Gov. Code §31639.95 allows for Safety members to pay a portion of the employer cost for the "3% at 50" enhanced benefit.

Gov. Code §7522.30(c) requires that an employee's contribution rate be at least equal to that of similarly situated employees.

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### CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

Gov. Code §7522.30(e) allows the employee contributions to be more than one-half of the normal cost rate if the increase has been agreed to through the collective bargaining process.

If you need to increase the employee contribution rate for any reason, you will need to adjust both employee and employer rates as follows:

Employee rate: Increase the employee's rate by the desired percent of payroll.

Employer rate: Decrease the employer's rate by a percent of the cost-sharing percent of payroll using the

applicable non-refundability factor.

#### **EXAMPLE FOR COST GROUP #11 LEGACY MEMBERS:**

If the required increase in the employee rate is 8.00%,

Employee rates should be increased by 8.00%.

Employer rate should be decreased by 7.83% (8.00%  $\times$  0.9788)

### PREPAYMENT DISCOUNT FACTOR FOR 2026-2027

Employer Contribution Prepayment Program & Discount Factor for 2026-2027 is 0.9707

If you are currently participating in the prepayment program and wish to continue, you do not need to do anything other than prepay the July 1, 2026 through June 30, 2027 contributions on or before July 31, 2026. If you wish to start participating, please contact the Accounting Department at CCCERA by March 31, 2026.

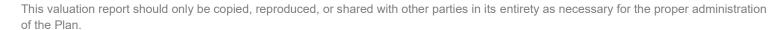
The discount factor is calculated assuming the prepayment will be received on July 31 in accordance with Gov. Code §31582(b) in lieu of 12 equal payments due at the end of each month in accordance with Gov. Code §31582(a). The discount factor for the fiscal year July 1, 2026 through June 30, 2027 will be **0.9707** based on the interest assumption of 6.75% per annum. It is calculated by discounting each of the 12 equal payments back to the date that the prepayment is made and is the sum of the discount factors shown in the table below divided by 12. Each of the discount factors below is based on how many months early the payment is made.

Payment Number	Payment is Made Early	Discount Factor
1	0	1.0000
2	1	0.9946
3	2	0.9892
4	3	0.9838
5	4	0.9785
6	5	0.9732
7	6	0.9679
8	7	0.9626
9	8	0.9574
10	9	0.9522
11	10	0.9470
12	11	0.9419
Sum of Discount Factors Divided by 12: 0.9707		0.9707

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# Contra Costa County Employees' Retirement Association

Actuarial Valuation and Review as of December 31, 2024



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July 22, 2025

Board of Retirement Contra Costa County Employees' Retirement Association 1200 Concord Avenue, Suite 300 Concord. CA 94520

#### **Dear Board Members:**

We are pleased to submit this Actuarial Valuation and Review as of December 31, 2024 for the Contra Costa County Employees' Retirement Association ("CCCERA" or "the Plan" or "the Association"). It summarizes the actuarial data used in the valuation, analyzes the preceding year's experience, and establishes the funding requirements for fiscal year 2026-2027.

This report has been prepared in accordance with generally accepted actuarial principles and practices for the exclusive use and benefit of the Board of Retirement, based upon information provided by the staff of CCCERA.

Segal does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Segal does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we have based this report and we have no reason to believe there are facts or circumstances that would affect the validity of these results.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law.

The actuarial calculations were directed under the supervision of Andy Yeung, ASA, MAAA, FCA and Enrolled Actuary. We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in this actuarial valuation is complete and accurate. The assumptions used in this actuarial valuation were selected by the Board of Retirement based upon our analysis and

recommendations. In our opinion, the assumptions are reasonable and take into account the experience of CCCERA and reasonable expectations. In addition, in our opinion, the combined effect of these assumptions is expected to have no significant bias.

Segal makes no representation or warranty as to the future status of the Plan and does not guarantee any particular result. This document does not constitute legal, tax, accounting or investment advice or create or imply a fiduciary relationship. The Board is encouraged to discuss any issues raised in this report with the Plan's legal, tax and other advisors before taking, or refraining from taking, any action.

We look forward to reviewing this report at your next meeting and to answering any questions.

Sincerely,

Segal

Todd Tauzer, FSA, MAAA, FCA, CERA Senior Vice President and Actuary

avega

Andy Yeung, ASA, MAAA, FCA, EA Vice President and Actuary

Eva Yum, FSA, MAAA, EA Vice President and Actuary

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# **Purpose and basis**

This report has been prepared by Segal to present a valuation of the Contra Costa County Employees' Retirement Association ("CCCERA" or "the Plan" or "the Association") as of December 31, 2024. The valuation was performed to determine whether the assets and contribution rates are sufficient to provide the prescribed benefits.

The contribution requirements presented in this report are based on:

- The benefit provisions of the Plan, as administered by the Board of Retirement;
- The characteristics of covered active members, inactive members and retired members and beneficiaries as of December 31, 2024, provided by the Retirement Association;
- The assets of the Plan as of December 31, 2024, provided by the Retirement Association;
- Economic assumptions regarding future salary increases and investment earnings adopted by the Board of Retirement for the December 31, 2024 valuation;
- Other actuarial assumptions regarding employee terminations, retirement, death, etc. adopted by the Board of Retirement for the December 31, 2024 valuation; and
- The funding policy adopted by the Board of Retirement.

Certain disclosure information required by Governmental Accounting Standards Board (GASB) Statements No. 67 and 68 as of December 31, 2024 for the Plan is provided in a separate report.

One of the general goals of an actuarial valuation is to establish contributions which fully fund the Association's liabilities, and which, as a percentage of payroll, remain as level as possible for each generation of active members. Annual actuarial valuations measure the progress toward this goal, as well as test the adequacy of the contribution rates.

The contribution requirements are determined as a percentage of payroll. The Association's employer rates provide for both normal cost and a contribution to amortize any unfunded or overfunded actuarial accrued liabilities. In this valuation, we have applied the

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<sup>1</sup> Similar to the disclosure we provided in our December 31, 2023 valuation report, the annual information for active members and, in particular, the service credit provided for active members was reported through November 30, 2024 instead of December 31, 2024. Based on prior discussions with CCCERA we understand that the Association is going to modify the data provided to Segal so as to report service through December 31. This change will first be reflected in the valuation following the modification in the data provided to Segal, and Segal will reflect the liability for that additional month of service at the same time.

funding policy adopted by the Board on February 26, 2014, updated on October 14, 2020 and September 13, 2023. Details of the funding policy are provided in *Section 4, Exhibit 1* starting on page 105.

The rates calculated in this report may be adopted by the Board of Retirement for the fiscal year that extends from July 1, 2026 through June 30, 2027.

# **Valuation highlights**

## **Experience study and District consolidation**

- 1. The results of this valuation reflect changes in the actuarial assumptions as recommended by Segal and adopted by the Board of Retirement for the December 31, 2024 valuation. These changes were documented in our January 1, 2021 through December 31, 2023 Actuarial Experience Study report dated April 30, 2025 and are also outlined in Section 4, Exhibit 1 starting on page 105 of this report. These assumption changes resulted in a decrease in the average employer rate of 0.56% (which includes a decrease in normal cost rate of about 0.33% and a decrease in the UAAL rate of about 0.23% associated with a decrease in the UAAL by \$46.9 million). This decrease is mainly due to demographic assumption changes that reduce cost (such as higher termination rate, lower disability rate and new mortality tables that predict lower life expectancies for payees at advance ages) that is offset somewhat by the increase in the merit and promotion salary increases assumption.
  - There is an increase in the average member rate of 0.04% of payroll mainly due to the increase in the merit and promotion salary increases assumption. We note that the basic contribution rates for legacy members are not impacted by most of the demographic assumptions such as retirement rate, termination rate and disability rate. Therefore, the changes in those assumptions do not have an impact on the basic contribution rates for legacy members. Moreover, the reduction in the employer UAAL rate is also not shared by the members.
- On April 9, 2025, Local Agency Formation Commissions (LAFCO) approved the annexation of Rodeo-Hercules Fire Protection District (RHFPD) into Contra Costa County Fire Protection District (CCCFPD) effective July 1, 2025. Prior to the consolidation, CCCFPD's and RHFPD's Safety members were in Cost Group 8 and Cost Group 12, respectively and they were the sole employer in each of those two cost groups. CCCFPD was the sole employer of the General members in Cost Group 5 while RHFPD's General members were a part of Cost Group 1, pooled with members from other employers in that Cost Group. After the annexation, RHFPD's Safety members became part of Cost Group 8 and RHFPD's General members became part of Cost Group 5.

The transfers of assets and liabilities associated with these Cost Group reassignments for RHFPD and CCCFPD members have been reflected in this valuation. Because RHFPD was the sole employer in Cost Group 12, the assets in Cost Group 12 have



been allocated to Cost Group 8. Because RHFPD's General members were part of Cost Group 1 and the unfunded actuarial accrued liability (the difference between the actuarial accrued liability and the valuation value of assets) contribution rate was pooled with other employers in Cost Group 1 and Cost Group 2, for their General members we have allocated to RHFPD a proportionate share of the UAAL based on their projected payroll to the total payroll for all employers in the two Cost Groups. These allocations were determined as of December 31, 2023 and the details of the allocations can be found in our June 24, 2025 letter.

As part of the consolidation, RHFPD made a prepayment of \$7.5 million on June 20, 2025 towards their December 31, 2023 UAAL for their Safety members now as part of Cost Group 8. As requested by CCCERA, this prepayment has been used to reduce RHFPD's UAAL contribution rates effective July 1, 2025 for their Safety members. While we have reflected the prepayment when we display their UAAL rates in the current (December 31, 2024) and the prior (December 31, 2023) valuation results, the first actuarial valuation to reflect the prepayment in the Table of Amortization Bases in Cost Group 8 will be as of December 31, 2025, as that will be the first valuation in which the prepayment will be reflected in the assets provided for the valuation.

## **Funding measures**

- 3. The funded ratio (the ratio of valuation value of assets to the actuarial accrued liability) remains unchanged at 91.0% (after rounding). This ratio is one measure of funding status, and its history is a measure of funding progress. Using the market value of assets, the funded ratio increased from 86.8% to 89.4%. These measurements are not necessarily appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the Plan's benefit obligation or the need for, or the amount of, future contributions. A history of the Association's funded ratios is provided in *Section 2, Subsection G* on pages 45 and 46.
- 4. The unfunded actuarial accrued liability (UAAL) increased from \$1.12 billion to \$1.17 billion. The increase in UAAL is primarily due to an investment return on the valuation value (after asset smoothing) less than the assumed rate of 6.75% and individual salary increases greater than expected by the assumptions used in the December 31, 2023 valuation, offset somewhat by the contributions made during the year to pay down the UAAL and changes in actuarial assumptions. A reconciliation of the Association's UAAL from the prior year is provided in *Section 2, Subsection E* on page 30.

A schedule of the current UAAL amortization balances and payments may be found in *Section 3, Exhibit H* starting on page 83. A graphical projection of the UAAL amortization balances and payments is provided in *Section 3, Exhibit I starting* on page 103.

## **Actuarial experience**

5. The net actuarial loss of \$184.2 million, or 1.42% of actuarial accrued liability, is due to an investment loss (after asset smoothing) of \$154.2 million, or 1.19% of actuarial accrued liability, a contribution gain of \$61.7 million, or 0.48% of actuarial



- accrued liability, and a net loss from sources other than investments and contributions of \$91.8 million, or 0.71% of the actuarial accrued liability, prior to reflection of the assumption changes. The loss from sources other than investments and contributions was primarily due to individual salary increases greater than expected. For more details, see the complete reconciliation of the Association's UAAL from the prior year in *Section 2, Subsection E* on page 30.
- 6. The rate of return on the market value of assets was 8.62% for the year ending December 31, 2024. The return on the valuation value of assets was 5.38% for the same period after recognizing a portion of this year's investment gain and a portion of prior years' investment gains and losses. This resulted in an actuarial loss when measured against the assumed rate of return of 6.75% used in the December 31, 2023 valuation. This actuarial investment loss (after asset smoothing) increased the average employer contribution rate by 0.94% of payroll.

### **Contributions**

- 7. The average employer rate calculated in this valuation has decreased from 28.52% to 28.02% of payroll. This decrease is primarily due to amortizing the prior year's UAAL over a larger than projected total payroll and changes in actuarial assumptions, partially offset by the investment return on the valuation value (after asset smoothing) less than the assumed rate of 6.75% and individual salary increases greater than expected by the assumptions used in the December 31, 2023 valuation. A complete reconciliation of the Association's aggregate employer rate is provided in *Section 2, Subsection F* on page 33.
  - Separate employer contribution rates are shown for members with membership dates before January 1, 2013 (non-PEPRA or "legacy" members) and on or after January 1, 2013 (PEPRA members). However, the average employer contribution rates shown in *Section 1* are based on all members regardless of their membership date. A detailed schedule of the employer contribution rates is provided in *Section 2*, *Subsection F* starting on page 35.
  - A schedule with the recommended employer contribution rates that will be used in preparing the contribution rate packet is provided in *Appendix E* starting on page 186.
- 8. The average member rate calculated in this valuation has decreased from 12.13% to 12.04% of payroll. A complete reconciliation of the Association's aggregate member rate is provided in *Section 2*, *Subsection F* on page 34.
  - The detailed member rates by cost group are provided in Section 4, Exhibit 3 starting on page 149.
- 9. Segal strongly recommends an actuarial funding method that targets 100% funding of the actuarial accrued liability. Generally, this implies payments that are ultimately at least enough to cover normal cost, interest on the UAAL and the principal balance. The funding policy adopted by the Board of Retirement meets this standard.
- 10. After we develop the total UAAL contribution rates for each cost group, we have to break down the total UAAL contribution rates between those required to amortize the shortfall in assets required to provide basic versus COLA benefits. While there are



definitive calculations of the actuarial accrued liabilities (AAL) based on the values of the basic versus COLA benefits for each cost group, we have to estimate to split the total assets between the amounts available to pay the basic versus COLA benefits. The method we have been using for CCCERA is as follows:

- a. calculate the ratio of the Association-wide reserves maintained to provide basic benefits to the Association-wide reserves maintained to provide total (basic plus COLA) benefits;
- b. apply the ratio calculated in a. for the entire Association to the total assets maintained for each cost group to get the basic assets for that cost group; and
- c. assign the remaining assets maintained for each cost group as COLA assets by subtracting the basic assets from the total assets for that cost group.

While the method described above is only used for allocation purposes between basic and COLA benefits once the total UAAL contribution rates have been calculated for all cost groups, the method tends to allocate more assets as COLA for the General cost groups and more assets as basic for the Safety cost groups. Before the next valuation, we could discuss with CCCERA whether it might be more desirable to allocate basic versus COLA assets based on the split of the basic versus COLA AAL for each cost group so that the UAAL contribution rates would be more proportional to the underlying AAL.

## **Future expectations**

- 11. The total unrecognized net investment **loss** as of December 31, 2024 is \$212 million as compared to an unrecognized net investment **loss** of \$532 million in the previous valuation. This net deferred loss of \$212 million will be recognized in the determination of the actuarial value of assets for funding purposes in the next few years as shown in *Section 2, Subsection B* on page 23.
  - The net deferred loss of \$212 million represents about 1.8% of the market value of assets. Unless offset by future investment gains or other favorable experience, the recognition of the \$212 million net market loss is expected to have an impact on the Association's future funded ratio and contribution rate requirements. This potential impact may be illustrated as follows:
  - a. If the net deferred loss was recognized immediately in the valuation value of assets, the funded percentage would decrease from 91.0% to 89.4%.
    - For comparison purposes, if the net deferred loss in the December 31, 2023 valuation had been recognized immediately in the December 31, 2023 valuation, the funded percentage would have decreased from 91.0% to 86.8%.
  - b. If the net deferred loss was recognized immediately in the valuation value of assets, the average employer contribution rate would increase from 28.02% to 29.32% of payroll.

For comparison purposes, if the net deferred loss in the December 31, 2023 valuation had been recognized immediately in the December 31, 2023 valuation, the average employer contribution rate would have increased from 28.52% to 32.05% of payroll.

### Risk

- 12. It is important to note that this actuarial valuation is based on plan assets as of December 31, 2024. The Plan's funded status does not reflect short-term fluctuations of the market, but rather is based on the market values on the last day of the plan year. Segal is available to prepare projections of potential outcomes of market conditions and other demographic experience upon request.
- 13. Because the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions. We have not been engaged to perform a detailed analysis of the potential range of the impact of risk relative to the Plan's future financial condition, we have included a brief discussion of some risks that may affect the Plan in Section 2, Subsection I, beginning on page 48. A more detailed assessment would provide the Board of Retirement with a better understanding of the inherent risks.
- 14. The risk assessment in *Section 2, Subsection I* includes the disclosure of a "Low-Default-Risk Obligation Measure" (LDROM). This disclosure, along with commentary on the significance of the LDROM, is a requirement under Actuarial Standard of Practice No. 4 (ASOP 4) for all pension funding actuarial valuation reports and can be found starting on page 50.

### **GASB**

This report constitutes an actuarial valuation for the purpose of determining the actuarially determined contribution (ADC) under the Plan's funding policy and measuring the progress of that funding policy. The Net Pension Liability and Pension Expense under GASB Statements No. 67 and No. 68, for inclusion in the Plan's and employer's financial statements as of December 31, 2024, will be provided separately. The accounting disclosures will utilize different methodologies from those employed in the funding valuation, as required by the GASB. However, the ADC in this valuation is expected to be used as the ADC for GASB financial reporting.

# **Summary of key valuation results**

# Average Employer Contribution<sup>1</sup> Calculated as of December 31 (\$ in '000s)

Cost Group and Employer	2024 Total Rate	2024 Estimated Amount <sup>2</sup>	2023 Total Rate	2023 Estimated Amount <sup>2</sup>
General				
Cost Group 1 – County and Small Districts (Tiers 1 and 4) <sup>3</sup>	23.67%	\$5,748	24.03%	\$5,529
Cost Group 2 – County and Small Districts (Tiers 3 and 5)	20.85%	191,495	21.41%	180,406
Cost Group 3 – Central Contra Costa Sanitary District	18.98%	8,969	17.80%	7,504
Cost Group 4 – Contra Costa Housing Authority	25.80%	2,122	27.50%	1,888
Cost Group 5 – Contra Costa County Fire Protection District <sup>3</sup>	36.93%	4,108	39.40%	3,714
Cost Group 6 – Small Districts (Non-Enhanced Tiers 1 and 4)	15.32%	223	15.13%	203
Safety				
Cost Group 7 – County (Tiers A and D)	60.17%	\$26,249	59.75%	\$27,563
Cost Group 8 – Contra Costa County Fire Protection District <sup>3,4</sup>	61.20%	47,936	60.67%	44,681
Cost Group 9 – County (Tiers C and E)	49.71%	42,970	49.46%	37,202
Cost Group 10 – Moraga-Orinda Fire District	93.92%	8,669	91.22%	8,292
Cost Group 11 – San Ramon Valley Fire District	49.05%	13,210	48.58%	12,440
All Cost Groups combined	28.02%	\$351,700	28.52%	\$329,423

Note: Pages 178 and 179 contain a summary that shows which employers are in each cost group.

<sup>&</sup>lt;sup>4</sup> The rates as of December 31, 2023 and December 31, 2024 reflect the prepayment made by RHFPD of \$7.5 million on June 20, 2025 towards the December 31, 2023 UAAL for their Safety members as part of the annexation of RHFPD into CCCFPD. This prepayment has been used to reduce the District's UAAL contribution rate effective July 1, 2025.



<sup>&</sup>lt;sup>1</sup> These rates **do not** include any employer subvention of member contributions or any member subvention of employer contributions.

<sup>&</sup>lt;sup>2</sup> Based on projected compensation for each valuation date shown.

The rates as of December 31, 2023 and December 31, 2024 reflect the annexation of RHFPD into CCCFPD effective July 1, 2025.

# Average Member Contribution<sup>1</sup> Calculated as of December 31 (\$ in '000s)

Cost Group and Employer	2024 Total Rate	2024 Estimated Amount <sup>2</sup>	2023 Total Rate	2023 Estimated Amount <sup>2</sup>
General				
Cost Group 1 – County and Small Districts (Tiers 1 and 4) <sup>3</sup>	11.65%	\$2,829	11.62%	\$2,674
Cost Group 2 – County and Small Districts (Tiers 3 and 5)	10.55%	96,889	10.68%	89,994
Cost Group 3 – Central Contra Costa Sanitary District	11.49%	5,431	11.55%	4,868
Cost Group 4 – Contra Costa Housing Authority	11.58%	952	11.71%	804
Cost Group 5 – Contra Costa County Fire Protection District <sup>3</sup>	11.80%	1,313	11.85%	1,117
Cost Group 6 – Small Districts (Non-Enhanced Tiers 1 and 4)	13.78%	200	13.23%	178
Safety				
Cost Group 7 – County (Tiers A and D)	18.97%	\$8,276	18.66%	\$8,608
Cost Group 8 – Contra Costa County Fire Protection District <sup>3</sup>	17.80%	13,941	17.59%	12,954
Cost Group 9 – County (Tiers C and E)	17.11%	14,791	17.06%	12,832
Cost Group 10 – Moraga-Orinda Fire District	18.55%	1,712	18.19%	1,653
Cost Group 11 – San Ramon Valley Fire District	17.64%	4,751	17.46%	4,471
All Cost Groups combined	12.04%	\$151,084	12.13%	\$140,154

Note: Pages 178 and 179 contain a summary that shows which employers are in each cost group.



<sup>&</sup>lt;sup>1</sup> These rates **do not** include any employer subvention of member contributions or any member subvention of employer contributions.

<sup>&</sup>lt;sup>2</sup> Based on projected compensation for each valuation date shown.

The rates as of December 31, 2023 are re-composited to reflect the annexation of RHFPD into CCCFPD.

### Valuation Results as of December 31

Line Description	2024	2023
Actuarial accrued liability		-
Total actuarial accrued liability	\$12,982,890,011	\$12,438,710,062
Retired members and beneficiaries	8,281,524,721	8,100,537,061
- Inactive members¹	401,377,405	369,447,362
- Active members	4,299,987,885	3,968,725,639
Normal cost for plan year beginning December 31 <sup>2</sup>	332,435,691	314,351,763
Assets		
Market value of assets (MVA)	\$11,620,426,442	\$10,808,858,259
Actuarial value of assets (AVA)	11,832,779,196	11,340,825,456
Actuarial value of assets as a percentage of market value of assets	101.8%	104.9%
Valuation value of assets (VVA)	\$11,815,241,998	\$11,323,476,654
Funded status		
Unfunded Actuarial Accrued Liability on MVA basis <sup>3</sup>	\$1,380,000,767	\$1,647,200,605
Funded percentage on MVA basis <sup>3</sup>	89.4%	86.8%
Unfunded Actuarial Accrued Liability on VVA basis	\$1,167,648,013	\$1,115,233,408
Funded percentage on VVA basis	91.0%	91.0%
Key assumptions		
Net investment return	6.75%	6.75%
Inflation rate	2.50%	2.50%
Payroll growth	3.00%	3.00%
Cost-of-living adjustments		
- Tiers with 3%/4% COLA	2.75%	2.75%
- Tiers with 2% COLA	2.00%	2.00%

<sup>&</sup>lt;sup>1</sup> Includes inactive members with member contributions on deposit.

<sup>&</sup>lt;sup>3</sup> Both the UAAL and the funded percentage on MVA basis have been calculated by using the MVA reduced by non-valuation reserves in the amount of \$17,537,198 as of 2024 and \$17,348,802 as of 2023.



<sup>&</sup>lt;sup>2</sup> Includes administrative expenses. The normal cost as of December 31, 2023 and December 31, 2024 reflect the annexation of RHFPD into CCCFPD effective July 1, 2025.

# Demographic Data as of December 31

Demographic Data by Status	2024	2023	Change
Active members	•		
Number of members	10,791	10,349	4.3%
Average age	45.9	46.1	(0.2)
Average service	9.8	9.9	(0.1)
Total projected compensation	\$1,255,279,090	\$1,155,129,563	8.7%
Average projected compensation	\$116,326	\$111,618	4.2%
Retired members and beneficiaries			
Number of members	10,967	10,805	1.5%
<ul> <li>Service retired</li> </ul>	8,562	8,407	1.8%
<ul> <li>Disability retired</li> </ul>	871	872	(0.1%)
<ul> <li>Beneficiaries</li> </ul>	1,534	1,526	0.5%
Average age	71.6	71.3	0.3
Average monthly benefit	\$4,747	\$4,606	3.1%
Inactive members			
• Number of members <sup>1</sup>	4,188	4,109	1.9%
Average age	46.9	46.5	0.4
Total members	25,946	25,263	2.7%



<sup>&</sup>lt;sup>1</sup> Includes 2,335 inactive non-vested members due a refund of member contributions as of 2024 and 1,987 as of 2023.

# Important information about actuarial valuations

An actuarial valuation is a budgeting tool with respect to the financing of future projected obligations of a pension plan. It is an estimated forecast – the actual long-term cost of the plan will be determined by the actual benefits and expenses paid and the actual investment experience of the plan.

In order to prepare a valuation, Segal relies on a number of input items. These include:

Input Item	Description
Plan provisions	Plan provisions define the rules that will be used to determine benefit payments, and those rules, or the interpretation of them, may change over time. Even where they appear precise, outside factors may change how they operate. It is important to keep Segal informed with respect to plan provisions and administrative procedures, and to review the plan summary included in our report to confirm that Segal has correctly interpreted the plan of benefits.
Member information	An actuarial valuation for a plan is based on data provided to the actuary by the Association. Segal does not audit such data for completeness or accuracy, other than reviewing it for obvious inconsistencies compared to prior data and other information that appears unreasonable. It is important for Segal to receive the best possible data and to be informed about any known incomplete or inaccurate data.
Financial information	Part of the cost of a plan will be paid from existing assets — the balance will need to come from future contributions and investment income. The valuation is based on the asset values as of the valuation date, typically reported by the Association. A snapshot as of a single date may not be an appropriate value for determining a single year's contribution requirement, especially in volatile markets. Plan sponsors often use an "actuarial value of assets" that differs from market value to gradually reflect year-to-year changes in the market value of assets in determining the contribution requirements.
Actuarial assumptions	In preparing an actuarial valuation, Segal starts by developing a forecast of the benefits to be paid to existing plan members for the rest of their lives and the lives of their beneficiaries. This requires actuarial assumptions as to the probability of death, disability, withdrawal, and retirement of members in each year, as well as forecasts of the plan's benefits for each of those events. In addition, the benefits forecasted for each of those events in each future year reflect actuarial assumptions as to salary increases and cost-of-living adjustments (if applicable). The forecasted benefits are then discounted to a present value, typically based on an estimate of the rate of return that will be achieved on the plan's assets. All of these factors are uncertain and unknowable. Thus, there will be a range of reasonable assumptions, and the results may vary materially based on which assumptions are selected within that range. That is, there is no right answer (except with hindsight). It is important for any user of an actuarial valuation to understand and accept this constraint. The actuarial model may use approximations and estimates that will have an immaterial impact on our results. In addition, the actuarial assumptions may change over time, and while this can have a significant impact on the reported results, it does not mean that the previous assumptions or results were unreasonable or wrong.

## Section 1: Actuarial Valuation Summary

The user of Segal's actuarial valuation (or other actuarial calculations) should keep the following in mind:

- The actuarial valuation is prepared at the request of the Association. Segal is not responsible for the use or misuse of its report, particularly by any other party.
- An actuarial valuation is a measurement at a specific date it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted.
- If CCCERA is aware of any event or trend that was not considered in this valuation that may materially change the results of the valuation, Segal should be advised, so that we can evaluate it.
- Segal does not provide investment, legal, accounting or tax advice and is not acting as a fiduciary to the Plan. This valuation is based on Segal's understanding of applicable guidance in these areas and of the Plan's provisions, but they may be subject to alternative interpretations. The Association should look to their other advisors for expertise in these areas.
- While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs. In the event that an inaccuracy is discovered after presentation of Segal's valuation, Segal may revise that valuation or make an appropriate adjustment in the next valuation.
- Segal's report shall be deemed to be final and accepted by CCCERA upon delivery and review. CCCERA should notify Segal immediately of any questions or concerns about the final content.

#### A. Member information

The Actuarial Valuation and Review considers the number and demographic characteristics of covered members, including active members, inactive members, retired members and beneficiaries.

This section presents a summary of significant statistical data on these member groups. More detailed information for this valuation year and the preceding valuation can be found in Section 3, Exhibits A, B, and C.

#### Member Population

As of December 31	Active Members	Inactive Members <sup>1</sup>	Retired Members & Beneficiaries (Pay Status)	Total Non-Actives	Ratio of Non-Actives to Actives	Ratio of Pay Status to Actives
2015	9,642	2,790	9,068	11,858	1.23	0.94
2016	9,848	3,089	9,100	12,189	1.24	0.92
2017	10,038	3,327	9,267	12,594	1.25	0.92
2018	10,021	3,477	9,547	13,024	1.30	0.95
2019	10,075	3,638	9,737	13,375	1.33	0.97
2020	10,099	3,591	10,018	13,609	1.35	0.99
2021	10,005	3,812	10,278	14,090	1.41	1.03
2022	10,082	3,974	10,561	14,535	1.44	1.05
2023	10,349	4,109	10,805	14,914	1.44	1.04
2024	10,791	4,188	10,967	15,155	1.40	1.02



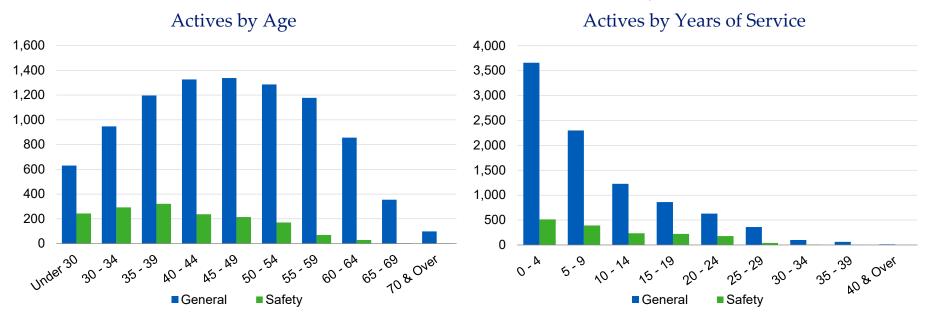
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<sup>&</sup>lt;sup>1</sup> Includes inactive members with member contributions on deposit.

Active Members as of December 31

Line Description	2024	2023	Change
Active members	10,791	10,349	4.3%
Average age <sup>1</sup>	45.9	46.1	(0.2)
Average years of service	9.8	9.9	(0.1)
Average compensation	\$116,326	\$111,618	4.2%

#### Distribution of Active Members as of December 31, 2024



#### Inactive Members as of December 31

Line Description	2024	2023	Change
Inactive members <sup>2</sup>	4,188	4,109	1.9%

<sup>&</sup>lt;sup>1</sup> Among the active members, there were none with unknown age information.

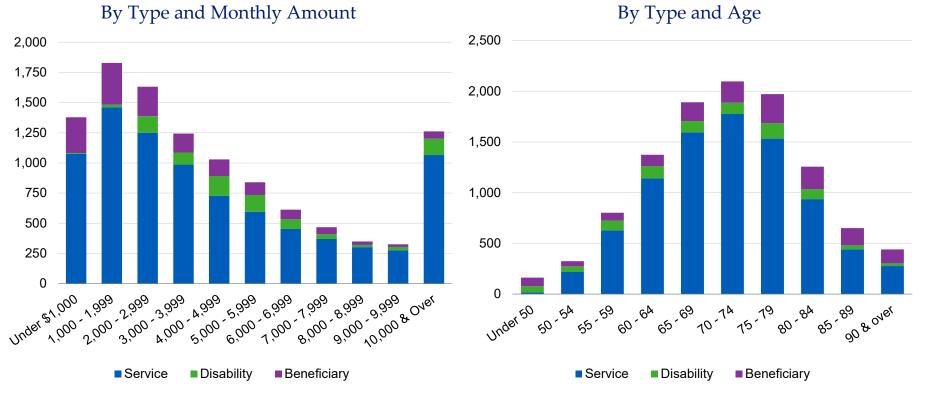


<sup>&</sup>lt;sup>2</sup> Includes inactive members with member contributions on deposit.

Retired Members and Beneficiaries as of December 31

Line Description	2024	2023	Change
Retired members	9,433	9,279	1.7%
Beneficiaries	1,534	1,526	0.5%
Average age	71.6	71.3	0.3
Average monthly amount	\$4,747	\$4,606	3.1%
Total monthly amount	\$52,066,431	\$49,758,676	4.6%

Distribution of Retired Members and Beneficiaries as of December 31, 2024



### Historical plan population

The chart below demonstrates the progression of the active population over the last ten years. The chart also shows the growth among the retired population over the same time period.

Historical Member Data

Active Members versus Retired Members and Beneficiaries (Pay Status)

As of December 31	Active Count	Active Average Age	Active Average Service	Pay Status Count	Pay Status Average Age	Pay Status Monthly Amount
2015	9,642	45.9	9.9	9,068	69.9	\$3,706
2016	9,848	45.9	9.9	9,100	70.0	3,799
2017	10,038	46.0	9.8	9,267	70.3	3,892
2018	10,021	46.2	9.9	9,547	70.4	3,986
2019	10,075	46.3	10.1	9,737	70.6	4,116
2020	10,099	46.3	10.2	10,018	70.8	4,219
2021	10,005	46.3	10.2	10,278	70.9	4,353
2022	10,082	46.1	10.1	10,561	71.1	4,466
2023	10,349	46.1	9.9	10,805	71.3	4,606
2024	10,791	45.9	9.8	10,967	71.6	4,747

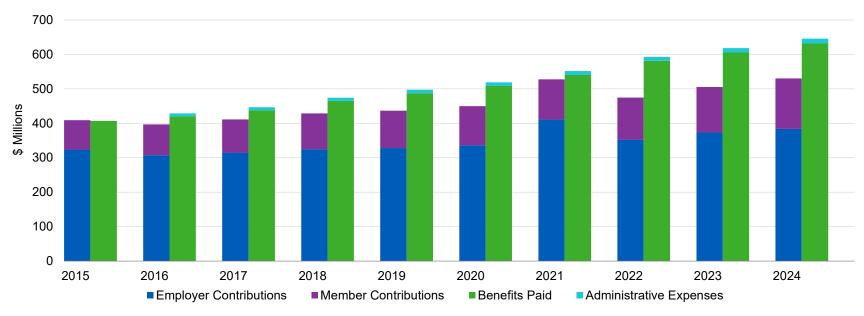
#### **B.** Financial information

Retirement plan funding anticipates that, over the long term, both contributions and investment earnings (less investment fees) will be needed to cover benefit payments and administrative expenses. Retirement plan assets change as a result of the net impact of these income and expense components.

Additional financial information, including a summary of transactions for the valuation year, is presented in Section 3, Exhibits D through G.

It is desirable to have level and predictable plan costs from one year to the next. For this reason, the Board has approved an asset valuation method that gradually adjusts to market value. Under this valuation method, the full value of market fluctuations is not recognized in a single year and, as a result, the valuation asset value and the plan costs are more stable. The amount of the adjustment to recognize market value is treated as income, which may be positive or negative. Realized and unrealized gains and losses are treated equally and, therefore, the sale of assets has no immediate effect on the actuarial value.

#### Comparison of Contributions Made with Benefits and Expenses<sup>1</sup> for Years Ended December 31



<sup>1</sup> Prior to 2016, administrative expenses were included as an offset to investment income and are not shown in the graph. Starting in 2016, the employer and member contributions shown in the graph include an administrative expense load.



#### Determination of Actuarial Value and Valuation Value of Assets for Year Ended December 31, 2024

		Step	Actual Return	Expected Return	Investment Gain/(Loss)	Percent Deferred	Deferred Amount	Amount
1.	Mar	ket value of assets						\$11,620,426,442
2.	Cal	culation of deferred return						
	a.	Period ended December 31, 2019	\$348,171,398	\$307,217,326	\$40,954,072	0%	\$0	
	b.	Period ended June 30, 2020	(302,015,927)	318,113,258	(620,129,184)	0%	0	
	C.	Period ended December 31, 2020	1,184,409,986	306,509,032	877,900,954	10%	87,790,095	
	d.	Period ended June 30, 2021	(254,319,434)	346,562,358	(600,881,792)	20%	(120,176,358)	
	e.	Period ended December 31, 2021	1,661,663,047	337,995,697	1,323,667,350	30%	397,100,205	
	f.	Period ended June 30, 2022	(1,235,218,785)	393,183,225	(1,628,402,011)	40%	(651,360,804)	
	g.	Period ended December 31, 2022	(46,688,578)	336,398,943	(383,087,521)	50%	(191,543,760)	
	h.	Period ended June 30, 2023	532,635,863	332,783,528	199,852,335	60%	119,911,401	
	i.	Period ended December 31, 2023	335,615,067	348,467,744	(12,852,677)	70%	(8,996,874)	
	j.	Period ended June 30, 2024	556,737,823	358,153,867	198,583,957	80%	158,867,165	
	k.	Period ended December 31, 2024	370,313,928	374,695,955	(4,382,027)	90%	(3,943,824)	
	l.	Total deferred return <sup>1</sup>						\$(212,352,754)
3.	Act	uarial value of assets: 1 – 2l						\$11,832,779,196
4.	Rat	io of actuarial to market value: <b>3 ÷ 1</b>						101.8%
5.	Nor	n-valuation reserves and designations						
	a.	Post Retirement Death Benefit						\$17,537,198
	b.	Statutory Contingency						0
	C.	Additional One Percent Contingency						0
	d.	Unrestricted Designation						0
	e.	Total						\$17,537,198
6.	Val	uation value of assets: 3 – 5e				-		\$11,815,241,998

Note: Results may be slightly off due to rounding.

a. Amount recognized on December 31, 2025 \$(93,710,382)

b. Amount recognized on December 31, 2026 (193,690,853)

c. Amount recognized on December 31, 2027 37,931,566 d. Amount recognized on December 31, 2028 37,555,118

e. Amount recognized on December 31, 2029 (438,203)

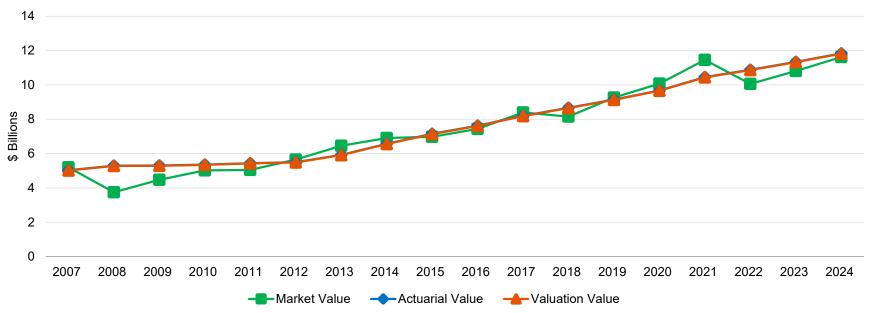
<sup>1</sup> Total deferred return is equal to the sum of 2a through 2k. The total deferred return as of December 31, 2024 is recognized in each of the next five years as follows:

#### **Asset history**

The market value, actuarial value and valuation value of assets are representations of the Plan's financial status. As investment gains and losses are gradually taken into account, the actuarial value of assets tracks the market value of assets. The valuation value of assets is generally the actuarial value, excluding any non-valuation reserves.

The valuation value of assets is significant because the Plan's liabilities are compared to these assets to determine what portion, if any, remains unfunded. Amortization of the unfunded actuarial accrued liability is an important element in determining the contribution requirement.



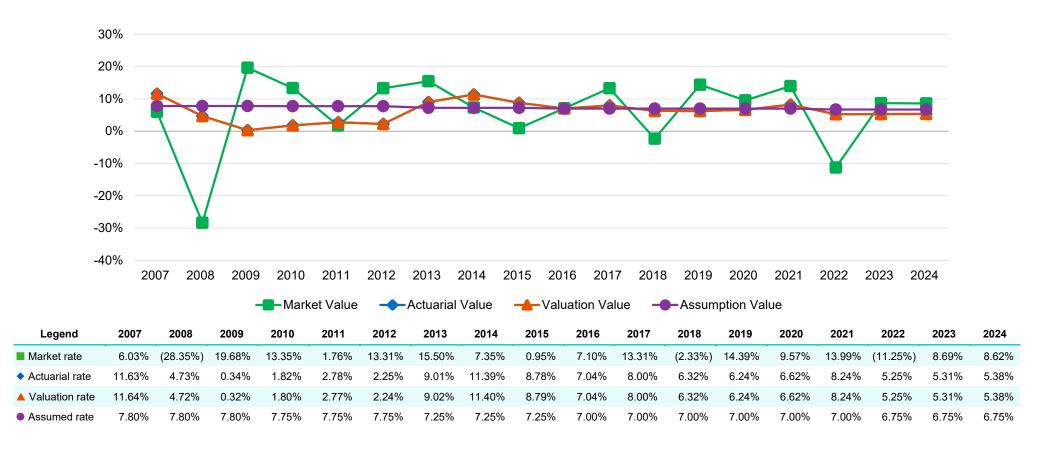




<sup>1</sup> The actuarial value and the valuation value have been substantially the same over the time period shown, differing by no more than \$20 million.

#### Historical investment returns

#### Market, Actuarial and Valuation Rates of Return for Years Ended December 31



Average Rates of Return	Market Value	Actuarial Value	Valuation Value
Most recent five-year geometric average return	5.53%	6.15%	6.15%
Most recent 10-year geometric average return	6.00%	6.71%	6.71%
Most recent 15-year geometric average return	7.36%	6.26%	6.26%

#### C. Actuarial experience

To calculate any actuarially determined contribution, assumptions are made about future events that affect the amount and timing of benefits to be paid and assets to be accumulated. Each year actual experience is measured against the assumptions. If overall experience is more favorable than anticipated (an actuarial gain), the actuarially determined contribution will decrease from the previous year. On the other hand, the actuarially determined contribution will increase if overall actuarial experience is less favorable than expected (an actuarial loss).

Taking account of experience gains or losses in one year without making a change in assumptions reflects the belief that the single year's experience was a short-term development and that, over the long term, experience will return to the original assumptions. For contribution requirements to remain stable, assumptions should approximate experience.

If assumptions are changed, the contribution requirement is adjusted to take into account a change in experience anticipated for all future years. There are changes in actuarial assumptions reflected in this valuation.

The actuarial experience for the year can be found below and a discussion of the major components can be found on the following pages.

#### Actuarial Experience for Year Ended December 31, 2024

	Source	Amount
1.	Net (gain)/loss from investments <sup>1</sup>	\$154,151,887
2.	Net (gain)/loss from contribution experience <sup>2</sup>	(61,731,945)
3.	Net (gain)/loss from other experience <sup>3</sup>	91,787,394
4.	Net experience (gain)/loss	\$184,207,336



Details on next page.

<sup>&</sup>lt;sup>2</sup> See Section 2, Subsection E for further details.

See Section 2, Subsection E for further details. Does not include the effect of plan or assumption changes, if any.

#### **Investment experience**

A major component of projected asset growth is the assumed rate of return. The assumed return should represent the expected long-term rate of return, based on the Plan's investment policy.

For valuation purposes, the assumed rate of return on the valuation value of assets is 6.75% based on the December 31, 2023 valuation. The actual rate of return on a valuation basis for the 2024 plan year was 5.38% after recognizing a portion of this year's investment gains and a portion of prior years' investment gains and losses. Since the actual return for the year was less than the assumed return, the Plan experienced an actuarial loss during the year ended December 31, 2024 with regard to its investments.

#### Investment Experience for Year Ended December 31, 2024

	Line Description	Market Value	Actuarial Value	Valuation Value
1.	Net investment income	\$927,051,751	\$607,437,308	\$606,314,162
2.	Average value of assets	10,751,077,921	11,283,045,118	11,266,163,691
3.	Rate of return: 1 ÷ 2	8.62%	5.38%	5.38%
4.	Assumed rate of return	6.75%	6.75%	6.75%
5.	Expected investment income:1 2 × 4	725,697,760	761,605,545	760,466,049
6.	Investment gain/(loss): 1 - 5	\$201,353,991	\$(154,168,237)	\$(154,151,887)

<sup>&</sup>lt;sup>1</sup> The expected investment returns are based on January 1, 2024 asset values and, with the exception of special contributions, do not take into account the actual timing of cashflows during the year. Instead, normal contributions, benefit payments and expenses are assumed to occur in the middle of the year.



#### **Contributions**

Contributions (excluding additional UAAL contributions) for the year ended December 31, 2024 totaled \$530.1 million, compared to the projected amount of \$470.4 million. This resulted in a gain of \$61.7 million for the year, when adjusted for timing.

#### Other experience

There are other differences between the expected and the actual experience that appear when the new valuation is compared with the projections from the previous valuation. These include:

- Mortality experience (more or fewer than expected deaths)
- The extent of turnover among members
- Retirement experience (earlier or later than projected)
- The number of disability retirements (more or fewer than projected)
- Salary increases (greater or smaller than projected)
- Cost-of-living adjustments (COLAs) (higher or lower than assumed)
- Administrative expenses (higher or lower than assumed)

The net loss from this other experience for the year ended December 31, 2024 amounted to \$91.8 million, which is 0.7% of the actuarial accrued liability. See *Section 2, Subsection E* for a detailed development of the unfunded actuarial accrued liability.

### D. Other changes impacting the actuarial accrued liability

#### **Actuarial assumptions**

• The results of this valuation reflect changes in the actuarial assumptions as recommended by Segal and adopted by the Board of Retirement for the December 31, 2024 valuation. These assumption changes, including higher termination rate, lower disability rate and new mortality tables that predict lower life expectancies for payees at advance ages, resulted in a decrease in UAAL by \$46.9 million and a reduction in the employer's UAAL rate by 0.23% of payroll.

Details on actuarial assumptions and methods are in Section 4, Exhibit 1.

#### **Plan provisions**

There were no changes in plan provisions since the prior valuation.

A summary of plan provisions is in Section 4, Exhibit 2.

## E. Unfunded actuarial accrued liability

#### Reconciliation of Unfunded Actuarial Accrued Liability

Line Description	Amount
Unfunded actuarial accrued liability as of December 31, 2023	\$1,115,233,408
2. Normal cost¹ at middle of year	302,350,044
Expected administrative expenses	13,527,810
Expected employer and member contributions	(470,384,468)
5. Interest to end of year	69,616,273
6. Expected unfunded actuarial accrued liability as of December 31, 2024	\$1,030,343,067
7. Changes due to:	
a. Investment return lower than expected, after asset smoothing	\$154,151,887
b. Actual contributions greater than expected under funding policy <sup>2</sup>	(61,731,945)
c. Individual salary increases greater than expected	75,526,147
d. COLA increases lower than expected for April 1, 2025 <sup>3</sup>	(12,035,062)
e. Other net experience loss <sup>4</sup>	28,296,309
f. Changes in actuarial assumptions	(46,902,390)
g. Total changes	\$137,304,946
8. Unfunded actuarial accrued liability as of December 31, 2024: 6 + 7g	\$1,167,648,013

Note: The sum of items 7c through 7e equals the "Net (gain)/loss from other experience" shown in Section 2, Subsection C.

<sup>4</sup> Includes other differences in actual versus expected experience including (but not limited to) mortality, retirement, disability, termination and leave cashout experience.



Excludes administrative expense load.

The actual employer contributions were greater than expected due to the scheduled 18-month lag in implementing the lower contribution rates calculated in the December 31, 2023 valuation for Fiscal Year 2025-2026, as well as actual covered payroll for 2024 being greater than the projected compensation in the December 31, 2023 valuation.

<sup>&</sup>lt;sup>3</sup> For tiers with a maximum 3% or 4% COLA, the actual COLA increase on April 1, 2025 is 2.5% for those retirees without a COLA bank versus 2.75% assumed in the last valuation.

#### F. Recommended contribution

The recommended contribution is equal to the employer normal cost payment and a payment on the unfunded actuarial accrued liability. As of December 31, 2024, the average recommended employer contribution is 28.02% of payroll.

The Board sets the funding policy used to calculate the recommended contribution based on layered 18-year¹ amortization periods as a level percentage of payroll. See *Section 4, Exhibit 1* for further details on the funding policy. Based on this policy, there is no negative amortization and each amortization layer is fully funded in 18 years. As shown in the graphical projection of the UAAL amortization balances and payments found in *Section 3, Exhibit I*, before taking into consideration the deferred investment gains and/or losses that will be recognized in the next several valuations, the UAAL of the Plan is expected to be fully amortized by 2042,² assuming all assumptions are realized and contributions are made in accordance with the funding policy.

The current funding policy is intended to fully fund the cost of the benefits and to allocate the cost of benefits reasonably and equitably over time while minimizing the volatility of employer contributions. The recommended contribution is expected to remain level as a percent of payroll, except when any current amortization layer is fully amortized and assuming there are no future actuarial gains or losses. Furthermore, the funded ratio is expected to increase as the UAAL is methodically funded by employer contributions.



Changes in UAAL due to actuarial gains or losses and changes in actuarial assumptions or methods for each valuation are amortized over separate 18-year periods, while changes in UAAL due to plan amendments are amortized over separate 10-year periods.

<sup>&</sup>lt;sup>2</sup> Excludes withdrawn employers.

#### Average Recommended Employer Contribution Calculated as of December 31

	Line Description	2024 Amount (\$ in '000s)	2024 % of Projected Compensation	2023 Amount (\$ in '000s)	2023 % of Projected Compensation
1.	Total normal cost <sup>1</sup>	\$332,436	26.49%	\$314,376	27.21% <sup>2,3</sup>
2.	Expected member contributions <sup>1</sup>	151,084	12.04%	140,154	12.13% <sup>2,3</sup>
3.	Employer normal cost: 1 1 – 2	\$181,352	14.45%	\$174,222	15.08% <sup>2,3</sup>
4.	Actuarial accrued liability	12,982,890		12,438,710	
5.	Valuation value of assets	11,815,242		11,323,477	
6.	Unfunded actuarial accrued liability: 4 - 5	\$1,167,648		\$1,115,233	
7.	Payment on UAAL	170,348	13.57%4	155,201	13.44% <sup>2,4</sup>
8.	Average recommended employer contribution: 3 + 7	\$351,700	28.02%	\$329,423	28.52%
9.	Projected compensation	\$1,255,279		\$1,155,130	

Note: Contributions are assumed to be paid at the middle of the year.



Includes administrative expense load.

<sup>&</sup>lt;sup>2</sup> Reflects the annexation of RHFPD into CCCFPD that was effective July 1, 2025.

<sup>&</sup>lt;sup>3</sup> Reflects RHFPD Safety legacy active members receiving Safety Tier A Enhanced benefit for future service only, as part of the annexation of RHFPD into CCCFPD effective July 1, 2025.

 $<sup>^4</sup>$  Reflects UAAL prepayment of \$7.5 million made by RHFPD on June 20, 2025 for their Safety members.

#### Reconciliation of Average Recommended Employer Contribution Rate

		Line Description	Contribution Rate <sup>1</sup>	Estimated Amount <sup>2</sup>
1.		erage recommended employer contribution as of December 31, 2023 – after nexation <sup>3</sup>	28.52%	\$329,422,549
2.	Ch	nanges due to:		
	a.	Investment return less than expected after asset smoothing	0.94%	11,799,623
	b.	Actual contributions greater than expected under funding policy <sup>4</sup>	(0.35%)	(4,393,477)
	C.	Individual salary increases greater than expected	0.46%	5,774,284
	d.	Amortizing prior year's UAAL over a larger than expected total payroll	(0.75%)	(9,414,593)
	e.	COLA increases lower than expected for April 1, 2025 <sup>5</sup>	(0.07%)	(878,695)
	f.	Change in active member demographics on normal cost <sup>6</sup>	(0.31%)	(3,891,365)
	g.	Other net experience gain <sup>7</sup>	0.14%	30,310,876
	h.	Changes in actuarial assumptions	(0.56%)	(7,029,563)
	i.	Total change	(0.50%)	\$22,277,090
3.	Αv	verage recommended employer contribution as of December 31, 2024 <sup>8</sup> : 1 + 2i	28.02%	\$351,699,639

<sup>&</sup>lt;sup>1</sup> These rates **do not** include any employer subvention of member contributions, or member subvention of employer contributions.

<sup>&</sup>lt;sup>2</sup> Based on projected compensation for each valuation date shown.

<sup>&</sup>lt;sup>3</sup> The contribution rate and dollar amount shown as of December 31, 2023 has been recalculated since the prior valuation to reflect the annexation of RHFPD into CCCFPD effective July 1, 2025. It also reflects the UAAL prepayment made by RHFPD in the amount of \$7.5 million on June 20, 2025.

<sup>&</sup>lt;sup>4</sup> The actual employer contributions were greater than expected due to the scheduled 18-month lag in implementing the lower contribution rates calculated in the December 31, 2023 valuation for Fiscal Year 2025-2026, as well as actual covered payroll for 2024 being greater than the projected compensation in the December 31, 2023 valuation.

<sup>&</sup>lt;sup>5</sup> For tiers with a maximum 3% or 4% COLA, the actual COLA increase on April 1, 2025 is 2.5% for those retirees without a COLA bank versus 2.75% assumed in the last valuation.

This is the net impact of: a) reduction in normal cost rate due to the replacement of legacy members by PEPRA members, b) change in entry age and other demographic profiles, and c) the effect of legacy Safety members who for the first time reached 30 years of reported service as of December 31, 2024 and stopped making member basic contributions.

Includes other differences in actual versus expected experience including (but not limited to) mortality, retirement, disability, termination and leave cashout experience. Estimated amount also reflects changes in payroll from prior valuation.

The contribution rate and annual dollar amount shown as of December 31, 2024 has been calculated to reflect the UAAL prepayment made by RHFPD in the amount of \$7.5 million on June 20, 2025.

#### Reconciliation of Average Recommended Member Contribution Rate

		Line Description	Contribution Rate <sup>1</sup>	Estimated Amount <sup>2</sup>
1.		erage recommended member contribution as of December 31, 2023 – after nexation <sup>3</sup>	12.13%	\$140,154,053
2.	Ch	anges due to:		
	a.	Change in administrative expense load <sup>4</sup>	0.01%	\$125,528
	b.	Change in active member demographics <sup>5</sup>	(0.14%)	10,302,552
	C.	Changes in actuarial assumptions	0.04%	502,112
	d.	Total change	(0.09%)	\$10,930,192
3.	Αv	erage recommended member contribution as of December 31, 2024: 1 + 2d	12.04%	\$151,084,245

<sup>&</sup>lt;sup>1</sup> These rates **do not** include any employer subvention of member contributions, or member subvention of employer contributions.

<sup>&</sup>lt;sup>2</sup> Based on projected compensation for each valuation date shown.

<sup>3</sup> The contribution rate and dollar amount shown as of December 31, 2023 has been recalculated since the prior valuation to reflect the annexation of RHFPD into CCCFPD effective July 1, 2025.

<sup>&</sup>lt;sup>4</sup> The calculation and the allocation of the administrative expense between employer and member can be found on page 107.

<sup>&</sup>lt;sup>5</sup> This is the net impact of: a) reduction in normal cost rate due to the replacement of legacy members by PEPRA members, b) change in entry age and other demographic profiles, and c) the effect of legacy Safety members who for the first time reached 30 years of reported service as of December 31, 2024 and stopped making member basic contributions. Estimated amount also reflects changes in payroll from prior valuation.

#### Recommended employer contribution rate

Cost Group 1 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan and Employer	2024 Basic	2024 COLA <sup>2</sup>	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount <sup>3</sup>
Tier 1 — Non-LAFCO								
Normal Cost	13.05%	3.60%	16.65%	\$2,203,629	13.20%	3.68%	16.88%	\$2,279,408
UAAL	9.99%	(1.08%)	8.91%	1,179,239	9.60%	(0.75%)	8.85%	1,195,069
Total Contribution	23.04%	2.52%	25.56%	\$3,382,868	22.80%	2.93%	25.73%	\$3,474,477
Tier 1 — LAFCO <sup>4</sup>								
Normal Cost	13.05%	3.60%	16.65%	\$35,230	13.20%	3.68%	16.88%	\$34,060
UAAL	5.39%	(1.08%)	4.31%	9,120	4.90%	(0.75%)	4.15%	8,374
Total Contribution	18.44%	2.52%	20.96%	\$44,350	18.10%	2.93%	21.03%	\$42,434
Tier 4 (3% COLA) — Non-LAFCO								
Normal Cost	9.45%	3.10%	12.55%	\$1,349,083	9.59%	3.22%	12.81%	\$1,182,304
UAAL	9.99%	(1.08%)	8.91%	957,795	9.60%	(0.75%)	8.85%	816,813
Total Contribution	19.44%	2.02%	21.46%	\$2,306,878	19.19%	2.47%	21.66%	\$1,999,117
Tier 4 (3% COLA) — LAFCO <sup>3</sup>								
Normal Cost	9.45%	3.10%	12.55%	\$10,415	9.59%	3.22%	12.81%	\$10,046
UAAL	5.39%	(1.08%)	4.31%	3,577	4.90%	(0.75%)	4.15%	3,255
Total Contribution	14.84%	2.02%	16.86%	\$13,992	14.49%	2.47%	16.96%	\$13,301
Tier 4 (2% COLA)								
Normal Cost	8.98%	2.03%	11.01%	\$0	9.09%	2.09%	11.18%	\$0
UAAL	9.99%	(1.08%)	8.91%	0	9.60%	(0.75%)	8.85%	0
Total Contribution	18.97%	0.95%	19.92%	\$0	18.69%	1.34%	20.03%	\$0

<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

<sup>4</sup> LAFCO has made several UAAL prepayments in recent years. Those prepayments have been amortized over 18 years from the date they were made and allocated to provide Basic UAAL rate credits.



<sup>&</sup>lt;sup>2</sup> The COLA rate in the December 31, 2024 valuation has become negative as a result of amortizing the bases established as of December 31, 2012 through December 31, 2018 over six years. While this does not impact the total recommended rate, we are available to discuss various options should CCCERA prefer not to have a negative COLA rate.

The annual dollar contribution amount shown for "Tier 4 (3% COLA) — Non-LAFCO" has been revised since the prior valuation to reflect the reduction in payroll due to the annexation of RHFPD into CCCFPD that was effective July 1, 2025.

Cost Group 2 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan and Employer	2024 Basic	2024 COLA <sup>2</sup>	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 3 — Non-IHSS								
Normal Cost	11.25%	3.22%	14.47%	\$52,411,012	11.87%	3.38%	15.25%	\$55,635,754
UAAL	9.99%	(1.08%)	8.91%	32,272,434	9.60%	(0.75%)	8.85%	32,286,978
Total Contribution	21.24%	2.14%	23.38%	\$84,683,446	21.47%	2.63%	24.10%	\$87,922,732
Tier 3 — IHSS <sup>3</sup>								
Normal Cost	11.25%	3.22%	14.47%	\$71,649	11.87%	3.38%	15.25%	\$76,744
UAAL	9.54%	(1.23%)	8.31%	41,147	9.12%	(0.91%)	8.21%	41,316
Total Contribution	20.79%	1.99%	22.78%	\$112,796	20.99%	2.47%	23.46%	\$118,060
Tier 5 (3%/4% COLA) — Non-IHSS								
Normal Cost	8.36%	2.69%	11.05%	\$7,297,642	8.48%	2.81%	11.29%	\$7,205,564
UAAL	9.99%	(1.08%)	8.91%	5,884,343	9.60%	(0.75%)	8.85%	5,648,294
Total Contribution	18.35%	1.61%	19.96%	\$13,181,985	18.08%	2.06%	20.14%	\$12,853,858
Tier 5 (3%/4% COLA) — IHSS <sup>3</sup>								
Normal Cost	8.36%	2.69%	11.05%	\$9,077	8.48%	2.81%	11.29%	\$8,841
UAAL	9.54%	(1.23%)	8.31%	6,826	9.12%	(0.91%)	8.21%	6,429
Total Contribution	17.90%	1.46%	19.36%	\$15,903	17.60%	1.90%	19.50%	\$15,270
Tier 5 (2% COLA) — Non-IHSS								
Normal Cost	8.36%	1.83%	10.19%	\$49,820,729	8.48%	1.90%	10.38%	\$42,858,226
UAAL	9.99%	(1.08%)	8.91%	43,562,581	9.60%	(0.75%)	8.85%	36,540,973
Total Contribution	18.35%	0.75%	19.10%	\$93,383,310	18.08%	1.15%	19.23%	\$79,399,199

<sup>&</sup>lt;sup>3</sup> IHSS made UAAL prepayments in 2024. Those prepayments have been amortized over 18 years from December 31, 2024 and allocated to provide Basic and UAAL rate credits.



<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

<sup>&</sup>lt;sup>2</sup> The COLA rate in the December 31, 2024 valuation has become negative as a result of amortizing the bases established as of December 31, 2012 through December 31, 2018 over six years. While this does not impact the total recommended rate, we are available to discuss various options should CCCERA prefer not to have a negative COLA rate.

#### Cost Group 2 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan and Employer	2024 Basic	2024 COLA <sup>2</sup>	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 5 (2% COLA) — IHSS <sup>3</sup>								
Normal Cost	8.36%	1.83%	10.19%	\$64,856	8.48%	1.90%	10.38%	\$54,373
UAAL	9.54%	(1.23%)	8.31%	52,891	9.12%	(0.91%)	8.21%	43,006
Total Contribution	17.90%	0.60%	18.50%	\$117,747	17.60%	0.99%	18.59%	\$97,379

### Cost Group 3 — Recommended Employer Contribution Rates¹ Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 1								
Normal Cost	13.08%	3.77%	16.85%	\$4,712,940	13.49%	3.88%	17.37%	\$4,609,936
UAAL <sup>4</sup>	2.55%	1.85%	4.40%	1,230,679	1.17%	1.43%	2.60%	690,031
Total Contribution	15.63%	5.62%	21.25%	\$5,943,619	14.66%	5.31%	19.97%	\$5,299,967
Tier 4 (3% COLA)								
Normal Cost	8.41%	2.87%	11.28%	\$2,176,514	8.54%	2.98%	11.52%	\$1,797,876
UAAL <sup>4</sup>	2.55%	1.85%	4.40%	848,995	1.17%	1.43%	2.60%	405,771
Total Contribution	10.96%	4.72%	15.68%	\$3,025,509	9.71%	4.41%	14.12%	\$2,203,647

<sup>4</sup> The increase in UAAL rate for 2024 is primarily due to individual salary increase greater than expected and actual retirement greater than expected.



<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

<sup>&</sup>lt;sup>2</sup> The COLA rate in the December 31, 2024 valuation has become negative as a result of amortizing the bases established as of December 31, 2012 through December 31, 2018 over six years. While this does not impact the total recommended rate, we are available to discuss various options should CCCERA prefer not to have a negative COLA rate.

<sup>3</sup> IHSS made UAAL prepayments in 2024. Those prepayments have been amortized over 18 years from December 31, 2024 and allocated to provide Basic and UAAL rate credits.

### Cost Group 4 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 1								
Normal Cost	12.31%	3.59%	15.90%	\$576,335	12.75%	3.71%	16.46%	\$553,410
UAAL	8.80%	3.37%	12.17%	441,132	9.08%	4.11%	13.19%	443,468
Total Contribution	21.11%	6.96%	28.07%	\$1,017,467	21.83%	7.82%	29.65%	\$996,878
Tier 4 (3% COLA)								
Normal Cost	8.92%	2.93%	11.85%	\$545,127	9.17%	3.07%	12.24%	\$428,735
UAAL	8.80%	3.37%	12.17%	559,848	9.08%	4.11%	13.19%	462,010
Total Contribution	17.72%	6.30%	24.02%	\$1,104,975	18.25%	7.18%	25.43%	\$890,745

<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

Cost Group 5 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 1								
Normal Cost	15.94%	4.13%	20.07%	\$958,927	15.70%	4.11%	19.81%	\$855,131
UAAL	11.65%	9.72%	21.37%	1,021,039	12.76%	10.81%	23.57%	1,017,570
Total Contribution	27.59%	13.85%	41.44%	\$1,979,966	28.46%	14.92%	43.38%	\$1,872,701
Tier 4 (3% COLA)								
Normal Cost	10.46%	3.48%	13.94%	\$46,990	10.18%	3.43%	13.61%	\$43,854
UAAL	11.65%	9.72%	21.37%	72,035	12.76%	10.81%	23.57%	75,931
Total Contribution	22.11%	13.20%	35.31%	\$119,025	22.94%	14.24%	37.18%	\$119,785
Tier 4 (2% COLA)								
Normal Cost	9.83%	2.23%	12.06%	\$724,866	10.08%	2.31%	12.39%	\$593,013
UAAL	11.65%	9.72%	21.37%	1,284,443	12.76%	10.81%	23.57%	1,128,260
Total Contribution	21.48%	11.95%	33.43%	\$2,009,309	22.84%	13.12%	35.96%	\$1,721,273

The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023. The contribution rates and the annual dollar contribution amounts shown for Cost Group 5 are after reflecting the annexation of RHFPD into CCCFPD that was effective July 1, 2025.



#### Cost Group 6 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier 1								
Normal Cost	12.53%	3.72%	16.25%	\$101,791	12.65%	3.79%	16.44%	\$109,461
UAAL	0.12%	0.00%	0.12%	752	0.13%	0.00%	0.13%	866
Total Contribution	12.65%	3.72%	16.37%	\$102,543	12.78%	3.79%	16.57%	\$110,327
Tier 4 (3% COLA)								
Normal Cost	10.86%	3.55%	14.41%	\$118,969	10.18%	3.41%	13.59%	\$91,896
UAAL	0.12%	0.00%	0.12%	991	0.13%	0.00%	0.13%	879
Total Contribution	10.98%	3.55%	14.53%	\$119,960	10.31%	3.41%	13.72%	\$92,775

#### Cost Group 7 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier A		-	-			-		
Normal Cost	23.05%	7.58%	30.63%	\$12,176,432	23.09%	7.48%	30.57%	\$12,986,468
UAAL <sup>2</sup>	10.22%	20.20%	30.42%	12,092,950	9.85%	20.11%	29.96%	12,727,334
Total Contribution	33.27%	27.78%	61.05%	\$24,269,382	32.94%	27.59%	60.53%	\$25,713,802
Tier D								
Normal Cost	14.63%	6.07%	20.70%	\$801,763	14.61%	6.05%	20.66%	\$754,551
UAAL <sup>2</sup>	10.22%	20.20%	30.42%	1,178,244	9.85%	20.11%	29.96%	1,094,209
Total Contribution	24.85%	26.27%	51.12%	\$1,980,007	24.46%	26.16%	50.62%	\$1,848,760

The increase in UAAL rate for 2024 is primarily due to investment return less than expected after asset smoothing, offset by other actuarial gains/losses.



<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

Cost Group 8 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier A								
Normal Cost	24.03%	7.86%	31.89%	\$13,465,413	24.14%	7.83%	31.97%	\$13,287,765
UAAL <sup>2</sup>	8.66%	27.65%	36.31%	15,331,738	7.99%	27.30%	35.29%	14,666,851
Total Contribution	32.69%	35.51%	68.20%	\$28,797,151	32.13%	35.13%	67.26%	\$27,954,616
Tier D								
Normal Cost	13.61%	5.67%	19.28%	\$790,676	13.60%	5.65%	19.25%	\$733,543
UAAL <sup>2</sup>	8.66%	27.65%	36.31%	1,489,080	7.99%	27.30%	35.29%	1,344,556
Total Contribution	22.27%	33.32%	55.59%	\$2,279,756	21.59%	32.95%	54.54%	\$2,078,099
Tier E								
Normal Cost	12.79%	3.59%	16.38%	\$5,241,018	12.91%	3.61%	16.52%	\$4,670,716
UAAL <sup>2</sup>	8.66%	27.65%	36.31%	11,617,910	7.99%	27.30%	35.29%	9,977,959
Total Contribution	21.45%	31.24%	52.69%	\$16,858,928	20.90%	30.91%	51.81%	\$14,648,675

The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023. The contribution rates and the annual dollar contribution amounts shown for Cost Group 8 are after reflecting the annexation of RHFPD into CCCFPD that was effective July 1, 2025. We have also reflected the \$7.5 million prepayment made by RHFPD on June 20, 2025 for the Safety group.

<sup>&</sup>lt;sup>2</sup> The increase in UAAL rate for 2024 is primarily due to investment return less than expected after asset smoothing and mortality loss, offset by other actuarial gains/losses.

### Cost Group 9 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier C								
Normal Cost	21.46%	4.71%	26.17%	\$4,709,015	21.74%	4.71%	26.45%	\$4,391,285
UAAL <sup>2</sup>	10.22%	20.20%	30.42%	5,473,758	9.85%	20.11%	29.96%	4,974,022
Total Contribution	31.68%	24.91%	56.59%	\$10,182,773	31.59%	24.82%	56.41%	\$9,365,307
Tier E								
Normal Cost	13.67%	3.81%	17.48%	\$11,965,100	13.73%	3.80%	17.53%	\$10,275,492
UAAL <sup>2</sup>	10.22%	20.20%	30.42%	20,822,559	9.85%	20.11%	29.96%	17,561,537
Total Contribution	23.89%	24.01%	47.90%	\$32,787,659	23.58%	23.91%	47.49%	\$27,837,029

#### Cost Group 10 — Recommended Employer Contribution Rates¹ Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier A	,	-	-			-	-	
Normal Cost	21.20%	7.21%	28.41%	\$1,827,647	21.91%	7.26%	29.17%	\$1,954,502
UAAL <sup>3</sup>	16.58%	51.74%	68.32%	4,395,101	15.96%	48.81%	64.77%	4,339,839
Total Contribution	37.78%	58.95%	96.73%	\$6,222,748	37.87%	56.07%	93.94%	\$6,294,341
Tier D								
Normal Cost	13.43%	5.70%	19.13%	\$535,031	13.25%	5.59%	18.84%	\$450,125
UAAL <sup>3</sup>	16.58%	51.74%	68.32%	1,910,785	15.96%	48.81%	64.77%	1,547,484
Total Contribution	30.01%	57.44%	87.45%	\$2,445,816	29.21%	54.40%	83.61%	\$1,997,609

The increase in UAAL rate for 2024 is primarily due to investment return less than expected after asset smoothing, disability experience greater than expected and amortizing prior year's UAAL over a less than expected payroll, as Cost Group 10 payroll increased by about 1.5% versus 3.0% assumed in the valuation.



<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

<sup>&</sup>lt;sup>2</sup> The increase in UAAL rate for 2024 is primarily due to investment return less than expected after asset smoothing, offset by other actuarial gains/losses.

## Cost Group 11 — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component by Plan	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
Tier A								
Normal Cost	24.08%	7.98%	32.06%	\$4,426,019	23.98%	7.90%	31.88%	\$4,272,273
UAAL <sup>2</sup>	10.35%	14.18%	24.53%	3,386,471	10.45%	13.57%	24.02%	3,218,946
Total Contribution	34.43%	22.16%	56.59%	\$7,812,490	34.43%	21.47%	55.90%	\$7,491,219
Tier D								
Normal Cost	11.64%	4.95%	16.59%	\$2,177,551	11.61%	4.91%	16.52%	\$2,016,779
UAAL <sup>2</sup>	10.35%	14.18%	24.53%	3,219,730	10.45%	13.57%	24.02%	2,932,388
Total Contribution	21.99%	19.13%	41.12%	\$5,397,281	22.06%	18.48%	40.54%	\$4,949,167

#### Total Plan (Average) — Recommended Employer Contribution Rates<sup>1</sup> Calculated as of December 31

Component	2024 Basic	2024 COLA	2024 Total	2024 Estimated Amount	2023 Basic	2023 COLA	2023 Total	2023 Estimated Amount
All Cost Groups Combined			-					
Normal Cost	11.32%	3.13%	14.45%	\$181,351,446	11.79%	3.29%	15.08%	\$174,222,131
UAAL	9.70%	3.87%	13.57%	170,348,193	9.30%	4.14%	13.44%	155,200,418
Total Contribution	21.02%	7.00%	28.02%	\$351,699,639	21.09%	7.43%	28.52%	\$329,422,549

<sup>&</sup>lt;sup>2</sup> The increase in UAAL rate for 2024 is primarily due to investment return less than expected after asset smoothing, offset by other actuarial gains/losses.



<sup>&</sup>lt;sup>1</sup> The Basic normal cost and UAAL rates shown for each tier include an explicit administrative expense load of 0.53% and 0.12% of payroll, respectively for 2024 and 0.52% and 0.13% of payroll, respectively for 2023.

The contribution rates and the annual dollar contribution amount shown for All Cost Groups Combined are after reflecting the annexation of RHFPD into CCCFPD that was effective July 1, 2025 as well as the \$7.5 million prepayment made by RHFPD on June 20, 2025 for the Safety group.

The projected compensation for the 2025 calendar year that is used to estimate the annual dollar amount shown on the prior pages as of December 31, 2024 are as follows:

Cost Group and Plan	Projected Compensation
Cost Group 1	
Tier 1 — Non-LAFCO	\$13,235,008
Tier 1 — LAFCO	211,593
Tier 4 (3% COLA) — Non-LAFCO	10,749,662
Tier 4 (3% COLA) — LAFCO	82,991
Tier 4 (2% COLA)	0
Cost Group 2	
Tier 3 — Non-IHSS	\$362,204,645
Tier 3 — IHSS	495,153
Tier 5 (3%/4% COLA) — Non-IHSS	66,042,011
Tier 5 (3%/4% COLA) — IHSS	82,144
Tier 5 (2% COLA) — Non-IHSS	488,917,854
Tier 5 (2% COLA) — IHSS	636,472
Cost Group 3	
Tier 1	\$27,969,968
Tier 4 (3% COLA)	19,295,341
Cost Group 4	
Tier 1	\$3,624,751
Tier 4 (3% COLA)	4,600,227
Cost Group 5	
Tier 1	\$4,777,910
Tier 4 (3% COLA)	337,085
Tier 4 (2% COLA)	6,010,496

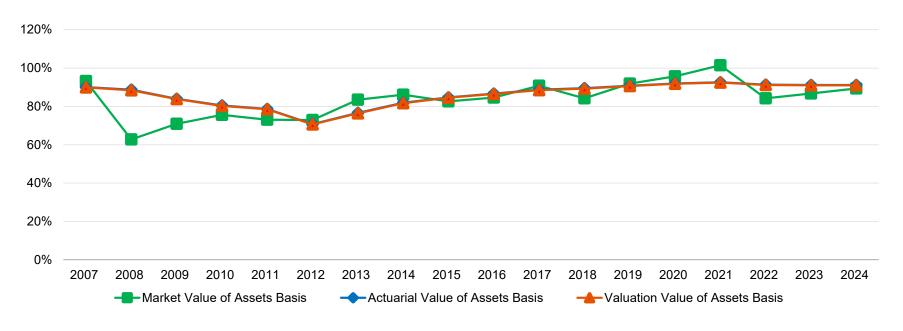
Cost Group and Plan	Projected Compensation
Cost Group 6	
Tier 1	\$626,407
Tier 4 (3% COLA)	825,597
Cost Group 7	
Tier A	\$39,753,288
Tier D	3,873,253
Cost Group 8	
Tier A	\$42,224,562
Tier D	4,101,019
Tier E	31,996,448
Cost Group 9	
Tier C	\$17,993,944
Tier E	68,450,227
Cost Group 10	
Tier A	\$6,433,111
Tier D	2,796,816
Cost Group 11	
Tier A	\$13,805,425
Tier D	13,125,682
Total Plan	\$1,255,279,090

#### G. Funded status

A commonly reported piece of information regarding the Plan's financial status is the funded ratio. These ratios compare the market, actuarial and valuation value of assets to the actuarial accrued liability of the Plan. Higher ratios indicate a relatively well-funded plan while lower ratios may indicate recent changes to actuarial assumptions, funding of the plan below actuarial requirements, poor asset performance, or a variety of other causes.

The funded status measures shown in this valuation are appropriate for assessing the need for or amount of future contributions. However, they are not necessarily appropriate for assessing the sufficiency of Plan assets to cover the estimated cost of settling the Plan's benefit obligations. As the chart below shows, the measures are different depending on whether the market, actuarial, or valuation value of assets is used.

#### Funded Ratio as of December 31



**Note:** The actuarial value of assets and the valuation value of assets have been substantially the same over the time period shown, differing by no more than \$20 million.

### Schedule of Funding Progress

As of December 31	Valuation Value of Assets <sup>1</sup> (a)	Actuarial Accrued Liability (AAL) <sup>2</sup> (b)	Unfunded AAL (UAAL) (b) - (a)	Funded Ratio (a) ÷ (b)	Projected Compensation (c)	UAAL as a % of Projected Compensation [(b) - (a)] ÷ (c)
2015	\$7,136,801,380	\$8,448,624,096	\$1,311,822,716	84.5%	\$746,352,663	175.8%
2016	7,606,997,530	8,794,434,139	1,187,436,609	86.5%	784,412,260	151.4%
2017	8,179,891,191	9,239,246,920	1,059,355,729	88.5%	860,624,613	123.1%
2018	8,650,178,226	9,682,143,750	1,031,965,524	89.3%	896,390,768	115.1%
2019	9,128,668,718	10,075,722,222	947,053,504	90.6%	937,531,262	101.0%
2020	9,662,282,926	10,521,628,175	859,345,249	91.8%	990,041,699	86.8%
2021	10,434,412,288	11,288,973,487	854,561,199	92.4%	1,015,755,387	84.1%
2022	10,861,822,062	11,912,228,880	1,050,406,818	91.2%	1,073,886,785	97.8%
2023	11,323,476,654	12,438,710,062	1,115,233,408	91.0%	1,155,129,564	96.5%
2024	11,815,241,998	12,982,890,011	1,167,648,013	91.0%	1,255,279,090	93.0%



<sup>&</sup>lt;sup>1</sup> Excludes assets for non-valuation reserves.

<sup>&</sup>lt;sup>2</sup> Excludes liabilities for non-valuation reserves.

#### H. Actuarial balance sheet

An overview of the Plan's funding is given by an actuarial balance sheet. In this approach, first the amount and timing of all future payments that will be made by the Plan for current members is determined. Then these payments are discounted at the valuation interest rate to the date of the valuation, thereby determining the present value, referred to as the "liability" of the Plan.

Second, this liability is compared to the assets. The "assets" for this purpose include the net amount of assets already accumulated by the Plan, the present value of future member contributions, the present value of future employer normal cost contributions, and the present value of future employer amortization payments for the unfunded actuarial accrued liability.

#### Actuarial Balance Sheet as of December 31, 2024

Line Description	Basic	COLA	Total
Liabilities			
Present value of benefits for retired members and beneficiaries	\$4,530,842,842	\$3,750,681,879	\$8,281,524,721
Present value of benefits for inactive members <sup>1</sup>	304,457,339	96,920,066	401,377,405
Present value of benefits for active members	5,042,421,639	1,699,847,647	6,742,269,286
Total liabilities	\$9,877,721,820	\$5,547,449,592	\$15,425,171,412
Current and Future Assets			
Total valuation value of assets	\$7,267,885,728	\$4,547,356,270	\$11,815,241,998
Present value of future contributions by members	935,594,162	309,273,647	1,244,867,809
Present value of future employer contributions for:			
Entry age normal cost	920,810,408	276,603,184	1,197,413,592
Unfunded actuarial accrued liability	753,431,522	414,216,491	1,167,648,013
Total current and future assets	\$9,877,721,820	\$5,547,449,592	\$15,425,171,412



Includes inactive members with member contributions on deposit.

#### I. Risk

Because the actuarial valuation results are dependent on a fixed set of assumptions and data as of a specific date, there is risk that emerging results may differ, perhaps significantly, as actual experience is fluid and will not exactly track current assumptions. This potential divergence may have a significant impact on the future financial condition of the plan.

This report does not contain a detailed analysis of the potential range of future measurements, but does include a concise discussion of some of the primary risks that may affect the Plan's future financial condition. We recommend a more detailed assessment of the risks to provide the Board with a better understanding of the risks inherent in the Plan that can inform both financial preparation and future decision making. This assessment would enable us to work with the Board to highlight and illustrate particular risks or potential future outcomes they may be interested in discussing and could include scenario testing, sensitivity testing, stress testing and stochastic modeling.

This section provides descriptions and basic assessments of the primary risks that are likely to have an ongoing influence on the Plan's financial health, as well as a discussion of historical trends and maturity measures:

#### Risk assessments

• Asset/Liability Mismatch Risk (the potential that future plan experience does not affect asset and liability values in the same way, causing them to diverge)

The most significant asset/liability mismatch risk to the Plan is investment risk, as discussed below. In fact, investment risk has the potential to impact asset/liability mismatch in two ways. The first is evident in annual valuations; when asset values deviate from assumptions they are typically independent from liability changes. The second can be caused when systemic asset deviations from assumptions may signal the need for an assumption change, which causes liability values and contribution rates to move in the opposite direction from any change in the expected experience of asset growth rates.

Asset/liability mismatch can also be caused by demographic assumption risk such as longevity, which affects liabilities but has no impact on asset levels. This risk is also discussed below.

• Investment Risk (the risk that investment returns will be different than expected)

The investment return assumption is a long-term, static assumption for valuation purposes even though in reality market experience can be quite volatile in any given year. That volatility can cause significant changes in the financial condition of the Plan, affecting both funded status and contribution rates. The inherent year-to-year volatility is reduced by smoothing through the valuation value of assets, however investment experience can still have a sizable impact. As discussed in *Section 2, Subsection J, Volatility Ratios*, on page 52, a 1% asset gain or loss (relative to the assumed investment return) translates to about 9.2% of one-

year's payroll. Since actuarial gains and losses are amortized over 18 years, there would be a 0.7% of payroll decrease/(increase) in the required contribution for each 1% asset gain/(loss).

The year-by-year market value rate of return over the last 10 years has ranged from a low of -11.25% to a high of 14.39%.

• Longevity Risk (the risk that mortality experience will be different than expected)

The actuarial valuation includes current life expectancy assumptions and an expectation of future improvement in life expectancy, which are significant assumptions given the relatively long duration of liabilities for pension plans. Emerging plan experience that does not match these expectations will result in increases or decreases in the actuarially determined contribution over time. This risk can be reduced by using tables appropriate for the Plan (public experience tables) that are weighted by benefit levels, and by using generational mortality projections. The Board has adopted mortality tables based on this methodology.

#### Other Risks

In addition to longevity, the valuation includes a variety of other assumptions that are unlikely to match future experience exactly. One example is projected salary scales over time. As salary is central to the determination of benefits paid in retirement, deviations from the projected salary scales could have a material impact on the benefits anticipated for each member. Examples of other demographic assumptions include retirement, termination and disability assumptions, and will likely vary in significance for different groups (for example, disability assumptions are typically more significant for Safety groups).

Some plans also carry significant contribution risk, defined as the potential for actual future contributions deviating from expected future contributions. However, the employers have a proven track-record of making the actuarially determined contributions based on the Board's Actuarial Funding Policy, so contribution risk is minimal.

#### **Evaluation of historical trends**

Past experience can help demonstrate the sensitivity of key results to the Plan's actual experience. Over the past ten years:

- The funded percentage on the valuation value of assets basis has increased from 84.5% to 91.0%. This is primarily due to contributions made to amortize the UAAL (i.e., amortizing each layer of UAAL over 18 years as a level percentage of pay). For a more detailed history see Section 2, Subsection G, Funded status starting on page 45.
- The average geometric investment return on the valuation value of assets over the last 10 years was 6.71%. This includes a high of 8.79% and a low of 5.25%. The average over the last five years is 6.15%. For more details see *Historical investment returns* in *Section 2, Subsection B,* on page 25.
- Beyond investment experience, the primary source of new UAAL was the strengthening of assumptions through multiple
  assumption changes. In particular, the assumption changes in 2015 changed the discount rate from 7.25% to 7.00% (as well as

various other changes) adding \$114 million in unfunded liability. The assumption changes in 2021 changed the discount rate from 7.00% to 6.75% (as well as various other changes) adding \$235 million in unfunded liability. The assumption changes in 2024 updated the mortality tables and reduced the unfunded liability by \$47 million. For more details on unfunded liability changes see Section 3, Exhibit H, Table of amortization bases starting on page 83.

• The plan's funding policy effectively deals with these unfunded liabilities over time. This can be seen most clearly in *Section 3*, *Exhibit J, Projection of UAAL balances and payments* starting on page 103.

#### **Maturity measures**

In the last 10 years the ratio of members in pay status to active participants has increased from 0.94 to 1.02. An increased ratio indicates that the plan has grown in maturity over time. This is to be expected, but is also informative for understanding plan sensitivity to particular risks. For more details see *Section 2, Subsection A, Member information* on page 18.

As pension plans mature, the cash needed to fulfill benefit obligations will increase over time. Therefore, cash flow projections and analysis should be performed to assure that the Plan's asset allocation is aligned to meet emerging pension liabilities. Over the past year, benefits and expenses paid were \$116 million more than contributions received. Plans with high levels of negative cash flows may have a need for a larger allocation to income generating assets, which can create a drag on investment return. However, the Plan currently has a low level of negative cash flow and is relatively well funded (at a 91.0% funded ratio). For more details on historical cash flows see *Section 2, Subsection B, Financial information* on page 22.

A further discussion of plan maturity measures and how they relate to changes in assets and liabilities is included in *Section 2, Subsection J, Volatility ratios* on page 52.

### Low-Default-Risk Obligation Measure (LDROM)

Actuarial Standard of Practice No. 4 (ASOP 4) Measuring Pension Obligations and Determining Pension Plan Costs or Contributions requires the disclosure of a Low-Default-Risk Obligation Measure (LDROM) when performing a funding valuation. The LDROM presented in this report is calculated using the same methodology and assumptions used to determine the AAL used for funding, except for the discount rate. The LDROM is required to be calculated using "a discount rate...derived from low-default-risk fixed income securities whose cash flows are reasonably consistent with the pattern of benefits expected to be paid in the future."

The LDROM is a calculation assuming a plan's assets are invested in an all-bond portfolio, generally lowering expected long-term investment returns. The discount rate selected and used for this purpose is the Bond Buyer General Obligation 20-year Municipal Bond Index Rate, published at the end of each week. The last published rate in December of the measurement period, by The Bond Buyer, is 4.08% for use effective December 31, 2024. This is the rate used to determine the discount rate for valuing reported public

pension plan liabilities in accordance with Governmental Accounting Standards when plan assets are projected to be insufficient to make projected benefit payments, and the 20-year period reasonably approximates the duration of plan liabilities. The LDROM is not used to determine a plan's funded status or actuarially determined contribution rates. The plan's expected return on assets, currently 6.75%, is used for these calculations.

As of December 31, 2024, the LDROM for the Plan is \$18.6 billion. The difference between the Plan's AAL of \$13.0 billion and the LDROM can be thought of as the increase in the AAL if the entire portfolio were invested in low-default-risk securities. Alternatively, this difference could also be viewed as representing the expected savings from investing in the Plan's diversified portfolio compared to investing only in low-default-risk securities.

ASOP 4 requires commentary to help the intended user understand the significance of the LDROM with respect to the funded status of the plan, plan contributions, and the security of member benefits. In general, if plan assets were invested exclusively in low-default-risk securities, the funded status would be lower and the actuarially determined contribution would be higher. While investing in a portfolio with low-default-risk securities may be more likely to reduce investment volatility and the volatility of employer contributions, it also may be more likely to result in higher employer contributions or lower benefits.

<sup>1</sup> For comparison purposes, as of December 31, 2023, the LDROM was \$20.3 billion based on a discount rate of 3.26%, while the Plan's AAL was \$12.4 billion.



### J. Volatility ratios

Retirement plans are subject to volatility in the level of required contributions. This volatility tends to increase as retirement plans become more mature.

The Asset Volatility Ratio (AVR), which is equal to the market value of assets divided by total projected compensation, provides an indication of the potential contribution volatility for any given level of investment volatility. A higher AVR indicates that the plan is subject to a greater level of contribution volatility. This is a current measurement since it is based on the current level of assets.

The current AVR is about 9.2. This means that a 1% asset gain or loss (relative to the assumed investment return) translates to about 9.2% of one-year's payroll. Since actuarial gains and losses are amortized over 18 years, there would be a 0.7% of payroll decrease/(increase) in the required contribution for each 1% asset gain/(loss).

The Liability Volatility Ratio (LVR), which is equal to the actuarial accrued liability divided by total projected compensation, provides an indication of the longer-term potential for contribution volatility for any given level of investment volatility. This is because, over an extended period of time, the plan's assets should track the plan's liabilities. For example, if a plan is 50% funded on a market value basis, the liability volatility ratio would be double the asset volatility ratio and the plan sponsor should expect contribution volatility to increase over time as the plan becomes better funded.

The LVR also indicates how volatile contributions will be in response to changes in the actuarial accrued liability due to actual experience or to changes in actuarial assumptions. The current total Plan LVR is about 10.3 but is 7.9 for General compared to 20.1 for Safety. This means, for example, that assumption changes will have a greater impact on employer contribution rates for Safety than for General. The total Plan LVR is about 12% higher than the AVR. Therefore, we would expect that contribution volatility will increase over the long term.

#### Section 2: Actuarial Valuation Results

Volatility Ratios

Asset Volatility Ratio (AVR) versus Liability Volatility Ratio (LVR)

	As of December 31	AVR General	AVR Safety	AVR Total	LVR General	LVR Safety	LVR Total
Ī	2015	7.1	18.7	9.3	8.4	23.3	11.3
	2016	7.2	19.0	9.5	8.3	23.1	11.1
	2017	7.4	19.6	9.7	8.0	22.2	10.7
	2018	6.9	18.0	9.0	8.1	21.8	10.7
	2019	7.5	19.4	9.8	8.1	21.5	10.7
	2020	7.8	19.9	10.1	8.1	21.1	10.6
	2021	8.7	21.6	11.2	8.4	21.9	11.1
	2022	7.3	17.7	9.3	8.5	21.5	11.0
	2023	7.3	17.5	9.3	8.3	20.6	10.7
	2024	7.2	17.7	9.2	7.9	20.1	10.3

#### **Exhibit A: Plan demographics**

Total Plan — Demographics as of December 31

<b>Demographic Data by Status</b>	2024	2023	Change
Active members			
Number	10,791	10,349	4.3%
Average age	45.9	46.1	(0.2)
Average years of service	9.8	9.9	(0.1)
Total projected compensation <sup>1</sup>	\$1,255,279,090	\$1,155,129,563	8.7%
Average projected compensation	\$116,326	\$111,618	4.2%
Account balances	\$1,551,025,891	\$1,441,357,620	7.6%
Total active vested members	6,889	6,751	2.0%
Inactive members <sup>2</sup>			
Number	4,188	4,109	1.9%
Average age	46.9	46.5	0.4
Retired members <sup>2</sup>			
Number	8,562	8,407	1.8%
Average age	71.6	71.3	0.3
Average monthly benefit	\$4,853	\$4,720	2.8%
Disabled members <sup>2</sup>			
• Number <sup>3</sup>	871	872	(0.1%)
Average age	68.3	68.3	0.0
Average monthly benefit	\$6,119	\$5,846	4.7%
Beneficiaries <sup>2</sup>			
Number	1,534	1,526	0.5%
Average age	73.5	73.1	0.4
Average monthly benefit	\$3,378	\$3,266	3.4%

<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable (or pensionable compensation for PEPRA tiers) by the assumed salary scale.



<sup>&</sup>lt;sup>2</sup> Includes members from withdrawn employers.

For 2024, includes 738 members receiving a service-connected disability and 133 members receiving a non-service-connected disability.

#### General Tier 1 (Non-Enhanced and Enhanced) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	310	325	(4.6%)
Average age	52.1	51.8	0.3
Average years of service	20.5	20.0	0.5
Total projected compensation <sup>1</sup>	\$50,445,638	\$48,589,653	3.8%
Average projected compensation	\$162,728	\$149,507	8.8%
Account balances	\$76,874,581	\$74,501,950	3.2%
Total active vested members	309	324	(4.6%)
Inactive members <sup>2</sup>			
Number	176	181	(2.8%)
Average age	54.0	53.8	0.2
Retired members <sup>2</sup>			
Number	2,035	2,102	(3.2%)
Average age	76.6	76.3	0.3
Average monthly benefit	\$5,345	\$5,186	3.1%
Disabled members <sup>2</sup>			
• Number <sup>3</sup>	206	214	(3.7%)
Average age	76.5	75.8	0.7
Average monthly benefit	\$3,718	\$3,586	3.7%
Beneficiaries <sup>2</sup>			
Number	597	610	(2.1%)
Average age	78.6	78.1	0.5
Average monthly benefit	\$3,184	\$3,064	3.9%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> Includes members from withdrawn employers.

<sup>3</sup> For 2024, includes 155 members receiving a service-connected disability and 51 members receiving a non-service-connected disability.

General Tier 2 — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average years of service	N/A	N/A	N/A
Total projected compensation <sup>1</sup>	N/A	N/A	N/A
Average projected compensation	N/A	N/A	N/A
Account balances	N/A	N/A	N/A
Total active vested members	N/A	N/A	N/A
Inactive members <sup>2</sup>			
• Number	100	110	(9.1%)
Average age	62.3	61.2	1.1
Retired members <sup>2</sup>			
• Number	378	387	(2.3%)
Average age	77.6	77.2	0.4
Average monthly benefit	\$967	\$960	0.7%
Disabled members <sup>2</sup>			
Number <sup>3</sup>	26	29	(10.3%)
Average age	76.8	76.0	0.8
Average monthly benefit	\$2,497	\$2,438	2.4%
Beneficiaries <sup>2</sup>			
• Number	100	102	(2.0%)
Average age	73.3	72.9	0.4
Average monthly benefit	\$1,095	\$1,039	5.4%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> Includes members from withdrawn employers.

<sup>&</sup>lt;sup>3</sup> For 2024, includes 15 members receiving a service-connected disability and 11 members receiving a non-service-connected disability.

#### General Tier 3 (Enhanced) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	2,753	2,961	(7.0%)
Average age	53.8	53.4	0.4
Average years of service	19.2	18.5	0.7
Total projected compensation <sup>1</sup>	\$362,699,798	\$365,327,851	(0.7%)
Average projected compensation	\$131,747	\$123,380	6.8%
Account balances	\$643,702,030	\$627,192,533	2.6%
Total active vested members	2,715	2,924	(7.1%)
Inactive members <sup>2</sup>			
Number	1,428	1,488	(4.0%)
Average age	52.0	51.3	0.7
Retired members <sup>2</sup>			
Number	4,409	4,248	3.8%
Average age	70.5	70.1	0.4
Average monthly benefit	\$3,684	\$3,528	4.4%
Disabled members <sup>2</sup>			
Number <sup>3</sup>	76	78	(2.6%)
Average age	65.7	65.6	0.1
Average monthly benefit	\$3,176	\$3,008	5.6%
Beneficiaries <sup>2</sup>			
Number	343	323	6.2%
Average age	66.9	66.0	0.9
Average monthly benefit	\$2,000	\$1,939	3.1%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> Includes members from withdrawn employers.

<sup>&</sup>lt;sup>3</sup> For 2024, includes 25 members receiving a service-connected disability and 51 members receiving a non-service-connected disability.

General Tier 4 (2% COLA) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	61	52	17.3%
Average age	43.9	44.5	(0.6)
Average years of service	3.9	3.6	0.3
Total projected compensation <sup>1</sup>	\$6,010,496	\$4,786,225	25.6%
Average projected compensation	\$98,533	\$92,043	7.1%
Account balances	\$2,436,057	\$1,853,454	31.4%
Total active vested members	22	17	29.4%
Inactive members			
Number	19	13	46.2%
Average age	46.7	43.5	3.2
Retired members			
Number	3	3	0.0%
Average age	67.9	66.9	1.0
Average monthly benefit	\$1,128	\$1,106	2.0%
Disabled members			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A
Beneficiaries			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

General Tier 4 (3% COLA) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	304	271	12.2%
Average age	42.6	42.2	0.4
Average years of service	5.0	4.7	0.3
Total projected compensation <sup>1</sup>	\$35,890,904	\$29,415,571	22.0%
Average projected compensation	\$118,062	\$108,545	8.8%
Account balances	\$17,538,845	\$14,055,405	24.8%
Total active vested members	146	124	17.7%
Inactive members			
Number	91	78	16.7%
Average age	41.2	40.4	0.8
Retired members			
Number	6	5	20.0%
Average age	66.3	66.0	0.3
Average monthly benefit	\$1,427	\$1,557	(8.3%)
Disabled members			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A
Beneficiaries			
Number	1	0	N/A
Average age	23.3	N/A	N/A
Average monthly benefit	\$586	N/A	N/A



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

General Tier 5 (2% COLA) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	5,129	4,525	13.3%
Average age	43.2	43.1	0.1
Average years of service	4.2	3.9	0.3
Total projected compensation <sup>1</sup>	\$489,554,324	\$413,416,175	18.4%
Average projected compensation	\$95,448	\$91,363	4.5%
Account balances	\$209,665,236	\$162,382,441	29.1%
Total active vested members	2,029	1,698	19.5%
Inactive members			
Number	1,617	1,486	8.8%
Average age	42.0	41.3	0.7
Retired members			
Number	119	91	30.8%
Average age	67.1	66.5	0.6
Average monthly benefit	\$873	\$787	10.9%
Disabled members			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A
Beneficiaries			
Number	2	0	N/A
Average age	70.3	N/A	N/A
Average monthly benefit	\$349	N/A	N/A



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

General Tier 5 (3% COLA) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	652	661	(1.4%)
Average age	47.2	46.8	0.4
Average years of service	8.5	8.0	0.5
Total projected compensation <sup>1</sup>	\$66,124,155	\$63,900,841	3.5%
Average projected compensation	\$101,417	\$96,673	4.9%
Account balances	\$65,272,648	\$57,563,723	13.4%
Total active vested members	527	535	(1.5%)
Inactive members			
Number	378	362	4.4%
Average age	45.5	45.0	0.5
Retired members			
Number	76	67	13.4%
Average age	67.2	66.5	0.7
Average monthly benefit	\$1,185	\$1,104	7.3%
Disabled members			
Number <sup>2</sup>	1	1	0.0%
Average age	42.6	41.6	1.0
Average monthly benefit	\$3,191	\$3,083	3.5%
Beneficiaries			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> For 2024, includes 1 member receiving a service-connected disability.

Safety Tier A (Enhanced) — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	533	582	(8.4%)
Average age	48.1	47.6	0.5
Average years of service	20.0	19.3	0.7
Total projected compensation <sup>1</sup>	\$102,216,386	\$104,141,913	(1.8%)
Average projected compensation	\$191,776	\$178,938	7.2%
Account balances	\$396,100,495	\$391,827,316	1.1%
Total active vested members	533	582	(8.4%)
Inactive members <sup>2</sup>			
Number	182	202	(9.9%)
Average age	49.5	48.9	0.6
Retired members <sup>2</sup>			
Number	1,501	1,476	1.7%
Average age	67.2	66.8	0.4
Average monthly benefit	\$9,185	\$8,942	2.7%
Disabled members <sup>2</sup>			
• Number <sup>3</sup>	534	528	1.1%
Average age	66.4	66.2	0.2
Average monthly benefit	\$7,738	\$7,444	3.9%
Beneficiaries <sup>2</sup>			
Number	489	489	0.0%
Average age	72.2	71.7	0.5
Average monthly benefit	\$5,065	\$4,858	4.3%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> Includes members from withdrawn employers.

<sup>&</sup>lt;sup>3</sup> For 2024, includes 516 members receiving a service-connected disability and 18 members receiving a non-service-connected disability.

Safety Tier C — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	108	108	0.0%
Average age	43.3	42.5	0.8
Average years of service	14.8	13.7	1.1
Total projected compensation <sup>1</sup>	\$17,993,944	\$16,602,211	8.4%
Average projected compensation	\$166,611	\$153,724	8.4%
Account balances	\$33,360,877	\$29,136,186	14.5%
Total active vested members	108	108	0.0%
Inactive members			
Number	65	68	(4.4%)
Average age	41.3	40.1	1.2
Retired members			
Number	15	13	15.4%
Average age	54.7	54.8	(0.1)
Average monthly benefit	\$2,544	\$2,541	0.1%
Disabled members			
• Number <sup>2</sup>	14	14	0.0%
Average age	47.9	46.9	1.0
Average monthly benefit	\$4,247	\$4,164	2.0%
Beneficiaries			
Number	1	1	0.0%
Average age	54.1	53.1	1.0
Average monthly benefit	\$2,187	\$2,144	2.0%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year compensation earnable by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> For 2024, includes 12 members receiving a service-connected disability and 2 members receiving a non-service-connected disability.

Safety Tier D — Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	160	157	1.9%
Average age	37.0	36.0	1.0
Average years of service	7.1	6.2	0.9
Total projected compensation <sup>1</sup>	\$23,896,770	\$22,059,412	8.3%
Average projected compensation	\$149,355	\$140,506	6.3%
Account balances	\$27,368,886	\$21,975,759	24.5%
Total active vested members	105	96	9.4%
Inactive members			
Number	31	31	0.0%
Average age	39.1	38.5	0.6
Retired members			
Number	2	3	(33.3%)
Average age	63.8	60.0	3.8
Average monthly benefit	\$2,430	\$2,185	11.2%
Disabled members			
Number <sup>2</sup>	5	4	25.0%
Average age	51.9	49.9	2.0
Average monthly benefit	\$4,153	\$3,692	12.5%
Beneficiaries			
Number	0	0	N/A
Average age	N/A	N/A	N/A
Average monthly benefit	N/A	N/A	N/A



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> For 2024, includes 5 members receiving a service-connected disability.

Safety Tier E - Demographics as of December 31

Demographic Data by Status	2024	2023	Change
Active members			
Number	781	707	10.5%
Average age	34.7	34.6	0.1
Average years of service	5.3	5.0	0.3
Total projected compensation <sup>1</sup>	\$100,446,675	\$86,889,711	15.6%
Average projected compensation	\$128,613	\$122,899	4.6%
Account balances	\$78,706,236	\$60,868,853	29.3%
Total active vested members	395	343	15.2%
Inactive members			
Number	101	90	12.2%
Average age	36.5	36.6	(0.1)
Retired members			
Number	18	12	50.0%
Average age	62.0	61.7	0.3
Average monthly benefit	\$1,926	\$1,987	(3.1%)
Disabled members			
Number <sup>2</sup>	9	4	125.0%
Average age	38.3	34.3	4.0
Average monthly benefit	\$4,675	\$4,460	4.8%
Beneficiaries			
Number	1	1	0.0%
Average age	36.9	35.9	1.0
Average monthly benefit	\$4,640	\$4,549	2.0%



<sup>&</sup>lt;sup>1</sup> Calculated by increasing actual calendar year pensionable compensation by the assumed salary scale.

<sup>&</sup>lt;sup>2</sup> For 2024, includes 9 members receiving a service-connected disability.

#### **Exhibit B: Distribution of active members**

Total Plan
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	151	151	_	_	_	_	_	_	_	_
	\$74,189	\$74,189	_	_	_	_	_	_	_	_
25–29	723	664	59	_	_	_	_	_	_	_
	\$94,849	\$93,100	\$114,526		_		_	_	<del>_</del>	<del></del>
30–34	1,240	825	372	43	_	_	_	_	_	<del></del>
	\$103,873	\$96,385	\$118,087	\$124,578	_		_	_	_	_
35–39	1,518	712	535	240	31	_	_	_	_	<del></del>
	\$112,849	\$99,785	\$118,383	\$132,861	\$162,471		_	_	_	<del></del>
40–44	1,563	550	445	298	235	35	_	_	_	_
	\$121,391	\$100,329	\$117,544	\$138,945	\$151,778	\$147,785	_	_	_	<del></del>
45–49	1,553	428	370	260	261	204	30	_	_	_
	\$126,607	\$103,867	\$112,866	\$136,623	\$154,242	\$148,790	\$142,424	_	<del>_</del>	<del></del>
50–54	1,456	333	336	200	236	232	106	13	_	<del></del>
	\$128,674	\$99,435	\$111,035	\$131,676	\$151,035	\$164,218	\$138,846	\$164,150	_	_
55–59	1,246	272	267	184	153	173	138	38	21	_
	\$120,046	\$96,628	\$105,613	\$125,332	\$133,336	\$143,123	\$139,802	\$130,893	\$124,181	<del></del>
60–64	885	169	189	137	112	123	94	35	23	3
	\$115,427	\$100,166	\$104,453	\$113,702	\$124,094	\$124,495	\$133,003	\$140,104	\$131,052	\$91,694
65–69	357	53	98	75	40	33	24	14	14	6
	\$110,384	\$93,649	\$95,268	\$114,329	\$136,146	\$114,961	\$142,419	\$103,825	\$123,468	\$115,509
70 and over	99	16	20	26	14	7	6	3	5	2
	\$106,584	\$100,267	\$91,209	\$118,887	\$112,481	\$113,162	\$95,271	\$138,935	\$91,299	\$110,276
Total	10,791	4,173	2,691	1,463	1,082	807	398	103	63	11
	\$116,326	\$97,319	\$113,153	\$130,424	\$145,957	\$146,571	\$137,625	\$134,775	\$123,921	\$108,062

General Tier 1 Non-Enhanced Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	_	_	_	_	_	_	_	_	_	_
	_	_	_	<del>_</del>	_	_	_	_	_	_
25–29	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
30–34	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
35–39	_	_	_	_	_	_	_	_	_	_
	_	_	_	<del>-</del>	_	_	_	_	_	_
40–44	1	1	_	_	_	_	_	_	_	_
	\$188,235	\$188,235	_	_	_	_	_	_	_	_
45–49	_	_	_	_	_	_	_	_	_	_
50.54	<del>-</del>	<del>-</del>	_	<del>-</del>	<del>-</del>	<del>-</del>	<del></del>	_	_	<del>-</del>
50–54	_	_	_	_	_	_	_	_	_	_
55–59	<u> </u>	_	_	_	_	1	_	_	_	_
55–59	\$291,154	_ _	_	_		\$291,154	<u>—</u>		_	<del>_</del>
60–64	φ291,134	_	<u> </u>	_	_	φ291,154	_	_	_	_
00-04	_	_	_	_ <del>_</del>	_				_	_
65–69	1	_	_	1	_	_	_	_	_	_
	\$147,018	_	<u>—</u>	\$147,018	_	<u> </u>		_	_	<u>—</u>
70 and over	—	_	_	—	_	_	_	_	_	_
	_	_	_		_	_	_	_	_	_
Total	3	1	_	1	_	1	_	_	_	_
	\$208,802	\$188,235	_	\$147,018	_	\$291,154	_	_	_	_

General Tier 1 Enhanced Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	<del>_</del>		_	_	_	_
25–29	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
30–34	2	_	_	2	_	_	_	_	_	_
	\$180,581	_	_	\$180,581	_	_	_	_	_	_
35–39	16	3	_	12	1	_	_	_	_	_
	\$156,774	\$133,413	_	\$161,232	\$173,364	_	_	_	_	_
40–44	52	8	6	13	22	3	_	_	_	_
	\$166,325	\$159,379	\$162,465	\$166,677	\$169,903	\$164,813	_	_	_	_
45–49	58	5	10	13	12	15	3	_	_	_
	\$161,198	\$181,525	\$186,056	\$155,678	\$161,904	\$151,808	\$112,496	_	_	_
50–54	64	6	6	11	12	21	7	1	_	_
	\$170,176	\$131,747	\$186,306	\$170,599	\$183,976	\$168,560	\$162,437	\$221,828	_	_
55–59	63	1	1	6	16	21	14	3	1	_
	\$159,991	\$350,000	\$191,191	\$158,096	\$156,640	\$167,478	\$155,093	\$99,388	\$96,905	_
60–64	34	1	2	4	13	10	2	_	2	_
	\$160,920	\$278,204	\$239,420	\$165,604	\$158,946	\$145,195	\$143,048	_	\$123,744	_
65–69	14	_	1	2	4	1	3	3	_	_
	\$140,627		\$195,249	\$139,024	\$132,666	\$115,071	\$167,270	\$115,981		
70 and over	4	_	_	_	2	_	_	1	_	1
	\$135,134	_	_		\$172,430			\$112,522	_	\$83,154
Total	307	24	26	63	82	71	29	8	3	1
	\$162,278	\$166,732	\$185,326	\$162,733	\$164,754	\$160,498	\$152,888	\$122,557	\$114,798	\$83,154

General Tier 3 Enhanced Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_		_	_	_	_
25–29	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
30–34	4	_	_	4	_	_	_	_	_	_
	\$94,085	_	_	\$94,085	_	_	_	_	_	_
35–39	104	10	17	68	9	_	_	_	_	_
	\$119,746	\$118,691	\$142,850	\$115,814	\$106,990	_	_	_	_	_
40–44	323	15	28	123	134	23	_	_	_	_
	\$136,056	\$128,275	\$151,211	\$140,317	\$131,336	\$127,384	_	_	_	_
45–49	495	22	32	128	182	111	20	_	_	_
	\$137,138	\$149,350	\$156,562	\$147,933	\$139,760	\$115,760	\$118,323	_	_	_
50–54	579	20	33	107	182	146	82	9	_	_
	\$138,506	\$138,927	\$135,511	\$135,170	\$140,205	\$146,392	\$127,024	\$130,563	_	_
55–59	591	10	29	121	129	136	113	35	18	_
	\$130,311	\$132,113	\$130,074	\$128,651	\$127,608	\$133,644	\$133,310	\$133,593	\$109,841	_
60–64	443	12	11	76	94	103	89	34	21	3
	\$122,248	\$178,962	\$94,265	\$115,704	\$115,996	\$116,993	\$128,634	\$139,228	\$131,748	\$91,694
65–69	162	4	4	36	36	32	20	10	14	6
	\$128,583	\$153,532	\$124,212	\$137,690	\$136,532	\$114,958	\$136,145	\$102,435	\$123,468	\$115,509
70 and over	52	2	3	15	11	7	6	2	5	1
	\$112,410	\$116,449	\$100,912	\$129,493	\$100,489	\$113,162	\$95,271	\$152,142	\$91,299	\$137,397
Total	2,753	95	157	678	777	558	330	90	58	10
	\$131,747	\$142,010	\$138,553	\$132,993	\$132,434	\$128,762	\$129,059	\$132,369	\$119,463	\$110,553

General Tier 4 (2% COLA)
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	2	2	_	_	_	_	_	_	_	_
	\$62,861	\$62,861	_	<del>-</del>	<del></del>	<del>_</del>	<del></del>		_	_
25–29	7	7	_	_	_	_	_	_	_	_
	\$86,270	\$86,270	_	_	_	_	_	_	_	_
30–34	5	3	2	_	_	_	_	_	_	_
	\$93,019	\$93,332	\$92,550	_	_	_	_	_	_	_
35–39	8	5	3	_	_	_	_	_	_	_
	\$85,815		\$91,408	_	_	_	_	_	_	_
40–44	9	7	2	_	_	_	_	_	_	_
	\$107,365	\$112,003	\$91,132	_	_	_	_	_	_	_
45–49	12	8	4	_	_	_	_	_	_	_
	\$108,527		\$98,431	_	_	_	_	_	_	_
50–54	7	5	2	_	_	_	_	_	_	_
		\$106,299		_	_	_	_	_	_	_
55–59	7	2	5	_	_	_	_	_	_	_
	\$111,461	\$98,546	\$116,626	_	_	_	_	_	_	_
60–64	4	2	2	_	_	_	_	_	_	_
	\$87,786	\$97,111	\$78,461	_	_	_	_	_	_	_
65–69	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
70 and over	_	_	_	_	_	_	_	_	_	_
	_	_	_					_	_	
Total	61	41	20	_	_	_	_	_	_	_
	\$98,533	\$98,472	\$98,658	_	_	_	_	_	_	_

General Tier 4 (3% COLA)
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total			10–14 Years					35–39 Years	40 Years and Over
Under 25	5	5	_	_	_	_	_	_	_	_
	\$103,941	\$103,941	_	_	_	_	_	_	_	_
25–29	33	30	3	_	<del>_</del>	<del>-</del>	_	_	_	_
	\$109,833	\$109,622	\$111,946	_	_	_	_	_	_	_
30–34	48	31	14	3	_	_	_	_	_	_
	\$105,490	\$92,090	\$128,396	\$137,057	_	_	_		_	_
35–39	55	34	19	2	_	_	_	_	_	_
	\$120,618	\$115,393	\$127,417	\$144,852	_	_	_	_	_	_
40–44	48	22	20	6	_	_	_	_	_	_
	\$132,843	\$126,903	\$135,219	\$146,705	_	_	_	_	_	_
45–49	36	15	20	1	_	_	_	_	_	_
	\$121,546	\$111,964	\$131,673	\$62,736	_	_	_	_	_	_
50–54	30	11	16	3	<del>_</del>	<del>-</del>	_	_	_	_
	\$114,873	\$107,529	\$116,124	\$135,131	_	_	_	_	_	_
55–59	26	14	8	4	_	_	_	_	_	_
	\$122,049	\$119,051	\$121,458	\$133,724	_	_	_	_	_	_
60–64	18	9	7	2	_	_	_	_	_	_
	\$120,026	\$119,102	\$108,294	\$165,246	_	_	_		_	_
65–69	5	3	2	_	_	_	_	_	_	_
	\$103,426	\$123,515	\$73,294			_	_			_
70 and over	_	_	_	_	_	_	_	_	_	_
	<u> </u>	_	_	<u> </u>	_			_	_	_
Total	304	174	109	21	_	_	_	_	_	_
	\$118,062	\$111,206	\$125,013	\$138,791	_	_	_	_	_	_

General Tier 5 (2% COLA)
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	98	98	_	_	_	_	_	_	_	_
	\$64,403	\$64,403	_	_	_	_	_	_	_	_
25–29	456	431	25	_	_	<del>_</del>	_	_	_	_
	\$82,888	\$82,772	\$84,892	_	_	_	_	_	_	_
30–34	841	635	198	8	_	_	_	_	_	_
	\$93,634	\$91,042	\$101,442	\$106,097	_	_	_		_	_
35–39	915	548	346	21	_	_	_	_	_	_
	\$100,639	\$95,439	\$107,214	\$128,000	_	_	_	_	_	_
40–44	771	450	298	23	_	_	_	_	_	_
	\$99,733	\$95,000	\$104,899	\$125,415	_	_	_	_	_	_
45–49	624	344	262	18	_	<del>_</del>	_	_	_	_
	\$99,933	\$98,313	\$100,909	\$116,687	_	_	_		_	_
50–54	523	262	245	15	1	<del>_</del>	_	_	_	_
	\$97,555	\$92,766	\$102,121	\$102,804	\$155,081	_	_	_	_	_
55–59	429	228	193	8	_	_	_	_	_	_
	\$92,532	\$88,694	\$96,373	\$109,231	_	_	_	_	_	_
60–64	302	134	157	11	_	_	_	_	_	_
	\$95,951	\$89,121	\$101,696	\$97,149	_	<del>_</del>	_	_	_	_
65–69	139	46	86	7	_	_	_	_	_	_
	\$91,311	\$86,494	\$93,642	\$94,322		_	_		_	_
70 and over	31	13	15	3	_	_	_	_	_	_
	\$95,976	\$96,019	\$93,078	\$110,277	_	<del></del>	<del></del>	_	_	<del>_</del>
Total	5,129	3,189	1,825	114	1	_	_	_	_	_
	\$95,448	\$91,052	\$101,938	\$114,012	\$155,081	_	_	_	_	_

General Tier 5 (3% COLA)
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total				15–19 Years				35–39 Years	40 Years and Over
Under 25	9	9	_	_	_	_	_	_	_	_
	\$55,330	\$55,330	_	_	_	_	_	_	_	_
25–29	21	20	1	_	_	<del>-</del>	_	_	_	<del></del>
	\$65,671	\$64,862	\$81,855	_	_	_	_	_	_	_
30–34	47	23	13	11	_	<del>-</del>	_	_	_	<del></del>
	\$87,915	\$76,697	\$96,436	\$101,299	_	_	_		_	_
35–39	98	23	27	47	1	_	_	_	_	_
	\$101,294	\$74,428	\$114,500	\$107,187	\$85,651	_	_	_	_	_
40–44	122	17	42	63	_	_	_	_	_	_
	\$109,071	\$76,550	\$125,255	\$107,056	_	_	_	_	_	_
45–49	113	18	26	69	_	_	_	_	_	_
	\$106,230	\$87,411	\$121,646	\$105,330	_	_	_		_	_
50–54	83	13	22	47	1	<del>-</del>	_	_	_	<del></del>
	\$106,735	\$82,354	\$118,362	\$107,803	\$117,740	_	_	_	_	_
55–59	60	3	19	38	_	_	_	_	_	_
	\$106,112	\$114,448	\$114,698	\$101,161	_	_	_	_	_	_
60–64	55	8	7	40	_	<del>-</del>	_	_	_	<del></del>
	\$104,177	\$107,665	\$123,499	\$100,098	_	_	_		_	_
65–69	33	_	4	29	_	_	_	_	_	_
	\$86,547	_	\$80,879		_	<del></del>	<del></del>			<del></del>
70 and over	11	1	2	8	_	_	_	_	_	_
	\$96,929	\$123,131	\$62,631	\$102,228	_	_	_	_	_	<del></del>
Total	652	135	163	352	2	_	_	_	_	_
	\$101,417	\$78,105	\$116,240	\$103,493	\$101,695	_	_	_	_	_

Safety Tier A Enhanced Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	<del>_</del>		_	_	_	_
25–29	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
30–34	1	_	_	1	_	_	_	_	_	_
	\$171,067	_	_	\$171,067	_	_	_	_	_	_
35–39	55	5	14	24	12	_	_	_	_	_
	\$183,394	\$169,532	\$191,708	\$171,534	\$203,192	_	_	_	_	_
40–44	120	6	9	30	66	9	_	_	_	_
	\$182,951	\$182,927	\$192,693	\$176,840	\$182,862	\$194,246	_	_	_	_
45–49	158	3	2	15	53	78	7	_	_	_
	\$196,406	\$209,388	\$208,336	\$185,420	\$196,427	\$195,213	\$224,110	_	_	_
50–54	136	2	5	8	36	65	17	3	_	_
	\$199,566	\$224,521	\$204,962	\$202,889	\$193,242	\$202,856	\$186,152	\$245,684	_	_
55–59	37	1	1	2	5	15	11	_	2	_
	\$191,011	\$208,202	\$172,325	\$177,569	\$192,815	\$185,103	\$187,032	_	\$266,883	_
60–64	22	1	_	3	4	10	3	1	_	_
	\$192,912	\$109,897	_	\$204,117	\$193,384	\$181,059	\$255,926	\$169,914	_	_
65–69	3	_	1	_	_	_	1	1	_	_
	\$131,810		\$120,821	_	_		\$193,356	\$81,253	_	_
70 and over	1	_	_	_	1	_	_	_	_	_
	\$124,487	_	_	_	\$124,487	_	_	_	_	_
Total	533	18	32	83	177	177	39	5	2	_
	\$191,776	\$185,585	\$192,274	\$180,301	\$190,603	\$196,314	\$198,765	\$197,644	\$266,883	_

Safety Tier C Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	_	_	_	_	_	_	_	_	_	_
	_	_	<del>_</del>	_	_	<del>_</del>	_	<del>_</del>	_	_
25–29	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
30–34	3	_	_	3	_	_	_	_	_	_
	\$166,833	_	_	+ ,	_	_	_	_	_	_
35–39	37	1	1	27	8	_	_	_	_	_
	\$162,354		\$156,665	\$159,900	\$172,048	_	_	_	_	_
40–44	31	2	_	16	13	_	_	_	_	_
	\$165,226	\$140,232	_	. ,	\$173,996	_	_	_	_	_
45–49	23	2	_	7		_	_	_	_	_
	\$166,383		_	\$157,408		_	_	_	_	_
50–54	7	_	1	2	4	_	_	_	_	_
	\$176,460	_	\$157,660	\$193,887		_	_	_	_	_
55–59	6	_	_	3	3	_	_	_	_	_
	\$191,207	_	_	\$226,193	\$156,221	_	_	_	_	_
60–64	1	_	_	_	1	_	_	_	_	_
	\$155,076	_	_	_	\$155,076	_	_	_	_	_
65–69	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
70 and over	_	_	_	_	_	_	_	_	_	_
	_	_		<u> </u>				<u> </u>		
Total	108	5	2	58	43	_	_	_	_	_
	\$166,611	\$138,958	\$157,163	\$164,924	\$172,540	_	_	_	_	_

Safety Tier D
Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total			10–14 Years					35–39 Years	40 Years and Over
Under 25	3	3	_	_	_	_	_	_	_	_
	\$124,006	\$124,006	_	_	_	_	_	_	_	_
25–29	20	17	3	_	<del>_</del>	<del>-</del>	_	_	_	_
	\$148,194	\$143,339	\$175,710	_	_	_	_	_	_	_
30–34	45	24	20	1	_	_	_	_	_	_
	\$156,314	\$146,595	\$167,371	\$168,437	_	_	_	_	_	_
35–39	43	9	18	16	_	_	_	_	_	_
	\$143,997	\$134,841	\$148,896	\$143,636	_	_	_	_	_	_
40–44	32	5	11	16	_	_	_	_	_	_
	\$157,808	\$142,158	\$170,205	\$154,177	_	_	_	_	_	_
45–49	9	1	2	6	_	_	_	_	_	_
	\$135,221	\$127,298	\$134,565	\$136,760	_	_	_	_	_	_
50–54	5	_	1	4	_	_	_	_	_	_
	\$131,356	_			_	_	_	_	_	_
55–59	2	1	_	1	_	_	_	_	_	_
	\$152,668	\$186,096	_	\$119,241	_	_	_	_	_	_
60–64	1	_	_	1	_	_	_	_	_	_
	\$105,884	_	_	\$105,884	_	_	_	_	_	_
65–69	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
70 and over	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
Total	160	60	55	45	_	_	_	_	_	_
	\$149,355	\$142,747	\$160,038	\$145,108	_	_	_	_	_	_

Safety Tier E Active Counts & Average Projected Compensation by Age and Years of Service as of December 31, 2024

Age	Total	0–4 Years	5–9 Years	10–14 Years	15–19 Years	20–24 Years	25–29 Years	30–34 Years	35–39 Years	40 Years and Over
Under 25	34	34	_	_	_	_	_	_	_	_
	\$99,284	\$99,284	_	_	_	_	_	_	_	_
25–29	186	159	27	_	_	_	_	_	_	_
	\$119,394	\$116,462	\$136,663	_	_	_	_	_	_	_
30–34	244	109	125	10	_	_	_	_	_	_
	\$130,955	\$121,914	\$138,074	\$140,511	_				_	_
35–39	187	74	90	23	_	_	_	_	_	_
	\$132,221	\$120,184	\$138,923	\$144,726	_				_	_
40–44	54	17	29	8	_	_	_	_	_	_
	\$134,828	\$122,192	\$140,842	\$139,880	_					<del>_</del>
45–49	25	10	12	3	_	_	_	_	_	_
	\$130,854	\$126,753	\$131,314	\$142,684	_	_	_		_	_
50–54	22	14	5	3	_	_	_	_	_	_
	\$144,274	\$143,155	\$150,043	\$139,880	_	_	_		_	_
55–59	24	12	11	1	_	_	_	_	_	_
	\$152,354	\$148,986	\$157,163	\$139,880	_	_	_	_	_	_
60–64	5	2	3	_	_	_	_	_	_	_
	\$160,550	\$161,345	\$160,020	_		_	_		_	
65–69	_	_	_	_	_	_	_	_	_	_
		_		_						
70 and over	_	_	_	_	_	_	_	_	_	_
	_	_	_	_	_	_	_	_	_	_
Total	781	431	302	48	_	_	_	_	_	_
	\$128,613	\$119,570	\$139,309	\$142,509	_	_	_	_	_	_

#### **Exhibit C: Reconciliation of member status**

#### Reconciliation of Member Status

Line Description	Active Members	Inactive Members <sup>1</sup>	Retired Members	Disabled Members	Beneficiaries	Total
Number as of December 31, 2023	10,349	4,109	8,407	872	1,526	25,263
New members	1,102	140	0	0	97	1,339
Terminations with vested rights	(320)	320	0	0	0	0
Contribution refunds	(73)	(243)	0	0	0	(316)
Retirements	(292)	(78)	370	0	0	0
New disabilities	(17)	(2)	(9)	28	0	0
Return to work	52	(51)	(1)	0	0	0
Died with or without beneficiary	(10)	(5)	(206)	(29)	(83)	(333)
Data adjustments	0	(2)	1	0	(6)	(7)
Number as of December 31, 2024	10,791	4,188	8,562	871	1,534	25,946

<sup>&</sup>lt;sup>1</sup> Includes inactive members with member contributions on deposit.

#### Exhibit D: Summary of income and expenses on a market value basis

#### Income and Expenses for Years Ended December 31

Line Description	2024	2023
Contribution income		
Employer contributions	\$383,818,407	\$373,148,067
Member contributions	146,314,426	132,103,613
Less administrative expenses	(13,995,564)	(12,839,955)
Net contribution income	\$516,137,269	\$492,411,725
Investment income		
Investment, dividends and other income	\$225,189,009	\$195,660,493
Asset appreciation	762,669,010	727,267,405
Less investment and other fees	(60,806,268)	(54,676,968)
- Net investment income	\$927,051,751	\$868,250,930
Total income available for benefits	\$1,443,189,020	\$1,360,662,655
Less benefit payments		
Benefits paid	\$(619,738,157)	\$(591,888,330)
Refund of contributions	(9,472,286)	(10,062,502)
Adjustments, transfers or other expenses	(2,410,394)	(3,522,376)
Net benefit payments	\$(631,620,837)	\$(605,473,208)
Change in market value of assets	\$811,568,183	\$755,189,447
Net assets at market value at the beginning of the year	\$10,808,858,259	\$10,053,668,812
Net assets at market value at the end of the year	\$11,620,426,442	\$10,808,858,259

#### **Exhibit E: Summary of plan assets**

#### Statement of Plan Assets as of December 31

Line Description	2024	2023
Cash equivalents	\$1,171,399,164	\$734,330,164
Accounts receivable		
Securities sold	\$37,238,463	\$7,191,876
Accrued interest and dividends	24,677,136	23,756,052
Employer contributions	14,059,901	12,769,540
Other receivable	315,210	1,354,961
Total accounts receivable	\$76,290,710	\$45,072,429
Investments		
Domestic and international stocks	\$5,165,209,633	\$5,340,364,573
Domestic and international bonds	2,504,561,111	2,165,938,729
Real estate	597,601,608	516,925,736
Alternative investments and real assets	2,667,837,425	2,496,664,218
Total investments at market value	\$10,935,209,777	\$10,519,893,256
Other assets	\$7,145,001	\$5,779,870
Total assets	\$12,190,044,652	\$11,305,075,719
Accounts payable		
Investment trades	\$(38,532,851)	\$(12,629,837)
Securities lending liability	(292,741,374)	(229,840,189)
Employer contributions unearned	(171,628,738)	(192,889,114)
Other	(66,838,248)	(59,668,319)
Total accounts payable	\$(569,741,211)	\$(495,027,459)
Deferred outflows of resources	\$1,568,000	\$363,000
Deferred inflows of resources	\$(1,445,000)	\$(1,553,000)
Net assets at market value	\$11,620,426,442	\$10,808,858,259
Net assets at actuarial value	\$11,832,779,196	\$11,340,825,456
Net assets at valuation value	\$11,815,241,998	\$11,323,476,654

#### **Exhibit F: Summary of reported reserve information**

Total Allocated Reserves as of December 31

Line Description	2024	2023
Member		
Member Deposits <sup>1</sup>	\$1,233,089,533	\$1,144,000,073
Member Cost of Living <sup>1</sup>	588,240,218	559,479,238
Employer		
• Employer Advance <sup>1, 2</sup>	3,642,561,855	3,523,101,672
Employer Cost of Living <sup>1, 2</sup>	1,318,791,047	1,765,728,521
Retired		
• Retired Members <sup>1, 2</sup>	4,587,187,463	4,266,599,629
Retired Cost of Living <sup>1, 2</sup>	3,892,206,813	3,159,992,858
Dollar Power Cost of Living Supplement Pre-Funding <sup>1</sup>	(3,196,571)	(2,334,690)
Post Retirement Death Benefit <sup>3</sup>	17,537,198	17,348,802
Contingency		
Statutory Contingency (one percent) <sup>3</sup>	0	0
Additional One Percent Contingency Designation <sup>3</sup>	0	0
Contra Tracking Account <sup>1</sup>	(3,443,638,360)	(3,093,090,647)
Total Allocated Reserves	\$11,832,779,196	\$11,340,825,456
Total Deferred Return	(212,352,754)	(531,967,197)
Net Market Value	\$11,620,426,442	\$10,808,858,259

<sup>&</sup>lt;sup>1</sup> Included in valuation value of assets.

<sup>&</sup>lt;sup>2</sup> Both 2024 and 2023 information reflect a "true-up" of retired reserves as of January 1, 2024 and January 1, 2023, respectively.

<sup>3</sup> Not included in valuation value of assets. See reference made on page 148 with respect to the payment of benefits out of the Post Retirement Death Benefit Reserve.

#### **Exhibit G: Development of the Plan**

#### Development of the Plan through December 31, 2024

Year Ended December 31	Employer Contributions <sup>1</sup>	Member Contributions <sup>1</sup>	Administrative Expenses <sup>2</sup>	Net Investment Return <sup>3</sup>	Benefit Payments	Market Value of Assets at Year End	Valuation Value of Assets at Year End	Valuation Value as a Percent of Market Value
2015	\$323,720,270	\$85,360,637	N/A	\$65,495,657	\$406,904,366	\$6,976,582,428	\$7,136,801,380	102.3%
2016	307,457,143	89,240,172	\$8,486,463	493,874,242	420,148,018	7,438,519,504	7,606,997,530	102.3%
2017	314,836,561	96,466,906	9,146,115	987,415,981	437,511,788	8,390,581,049	8,179,891,191	97.5%
2018	325,117,103	103,541,529	9,337,053	(195,030,888)	464,885,947	8,149,985,793	8,650,178,226	106.1%
2019	327,982,796	108,487,711	10,200,473	1,168,171,586	487,414,734	9,257,012,679	9,128,668,718	98.6%
2020	336,356,723	113,494,191	10,749,625	882,394,059	508,270,165	10,070,237,862	9,662,282,926	95.9%
2021	410,759,608	117,016,915	11,237,383	1,407,343,614	540,354,863	11,453,765,753	10,434,412,288	91.1%
2022	352,383,785	122,303,823	11,537,709	(1,281,907,363)	581,339,475	10,053,668,812	10,861,822,062	108.0%
2023	373,148,067	132,103,613	12,839,955	868,250,930	605,473,208	10,808,858,259	11,323,476,654	104.8%
2024	383,818,407	146,314,426	13,995,564	927,051,751	631,620,837	11,620,426,442	11,815,241,998	101.7%

<sup>1</sup> Prior to 2017, employer contributions include "employer subvention of member contributions" and exclude "member subvention of employer contributions".

<sup>&</sup>lt;sup>2</sup> Prior to 2016, administrative expenses were shown as an offset to the net investment return.

On a market basis, net of investment fees beginning with the year ended December 31, 2016. Prior to 2016, shown net of both investment fees and administrative expenses.

#### **Exhibit H: Amortization bases**

Total Plan — All Cost Groups Combined

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Loss	2008	\$127,228,371	18	\$32,188,114	2	\$16,970,882
Actuarial Loss	2009	267,892,376	18	95,915,638	3	34,312,839
Assumption Change	2009	60,965,491	18	21,827,959	3	7,808,729
Depooling Implementation	2009	(18,188,149)	18	(6,512,048)	3	(2,329,618)
Actuarial Loss	2010	265,289,245	18	119,518,353	4	32,633,714
Assumption Change <sup>3</sup>	2010	4,041,816	18	1,820,923	4	497,191
Actuarial Loss	2011	183,273,836	18	97,411,918	5	21,651,656
Actuarial Loss	2012	231,260,954	18	135,373,313	5	30,089,301
Assumption Change	2012	544,097,665	18	318,498,659	5	70,792,402
Actuarial Gain	2013	(202,325,285)	18	(128,209,726)	5	(28,497,057)
Assumption Change <sup>4</sup>	2013	(189,066,417)	18	(119,807,830)	5	(26,629,575)
Actuarial Gain	2014	(284,855,905)	18	(192,367,229)	5	(42,757,285)
Assumption Change <sup>5</sup>	2014	(51,701)	18	(34,914)	5	(7,760)
Actuarial Gain	2015	(202,620,622)	18	(144,033,638)	5	(32,014,222)
Assumption Change	2015	114,345,251	18	81,282,755	5	18,066,643
Actuarial Gain	2016	(46,362,239)	18	(34,528,884)	5	(7,674,703)



Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>2</sup> As of middle of year.

Effective with the December 31, 2010 valuation, leave cashout (terminal pay) assumptions are now based on cost groups.

<sup>&</sup>lt;sup>4</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

<sup>&</sup>lt;sup>5</sup> Effective with the December 31, 2014 valuation, leave cashout (terminal pay) assumptions were eliminated for Cost Group 9.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
San Ramon UAAL Prepayment	2017	\$(303,806)	18	\$(235,122)	5	\$(52,260)
LAFCO UAAL Prepayment	2017	(30,817)	18	(23,850)	5	(5,301)
Actuarial Gain	2017	(38,341,514)	18	(29,673,368)	5	(6,595,471)
San Ramon UAAL Prepayment	2018	(261,501)	18	(208,867)	5	(46,425)
Actuarial Loss	2018	155,264,736	18	124,013,524	5	27,564,371
Assumption Change	2018	(90,889,139)	18	(72,595,251)	5	(16,135,680)
San Ramon UAAL Prepayment	2019	(1,267,559)	18	(1,156,538)	13	(113,204)
LAFCO UAAL Prepayment	2019	(31,680)	18	(28,905)	13	(2,829)
Actuarial Loss	2019	41,748,029	18	38,091,453	13	3,728,468
Method Change	2019	(17,427,203)	18	(15,900,810)	13	(1,556,402)
San Ramon UAAL Prepayment	2020	(267,529)	18	(250,455)	14	(23,141)
LAFCO UAAL Prepayment	2020	(31,963)	18	(29,923)	14	(2,765)
CCCFPD UAAL Prepayment <sup>3</sup>	2020	(3,021,672)	18	(2,828,821)	14	(261,376)
Actuarial Loss	2020	36,503,813	18	34,174,043	14	3,157,601
San Ramon UAAL Prepayment	2021	(270,666)	18	(258,692)	15	(22,677)
LAFCO UAAL Prepayment	2021	(31,804)	18	(30,397)	15	(2,665)
Actuarial Gain	2021	(28,564,305)	18	(27,300,613)	15	(2,393,136)
Assumption Change	2021	223,522,296	18	213,633,614	15	18,726,849
San Ramon UAAL Prepayment	2022	(286,847)	18	(279,344)	16	(23,332)
Actuarial Loss	2022	341,894,603	18	332,951,424	16	27,809,864

<sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>2</sup> As of middle of year.

<sup>&</sup>lt;sup>3</sup> As part of East Fire's annexation into CCCFPD, East Fire made a prepayment of \$3,344,437 on June 30, 2022 towards their December 31, 2020 UAAL balance. As requested by East Fire, the prepayment has been used to reduce CCCFPD's UAAL contribution rates effective July 1, 2022. The amount shown as the initial amount of \$3,021,672 is equal to \$3,344,437 discounted with interest from June 30, 2022 to December 31, 2020.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
San Ramon UAAL Prepayment	2023	\$(295,995)	18	\$(292,589)	17	\$(23,375)
IHSS UAAL Prepayment	2023	(92,497)	18	(91,433)	17	(7,305)
Actuarial Loss <sup>3</sup>	2023	154,058,919	18	152,286,400	17	12,166,237
Actuarial Loss <sup>3</sup>	2024	183,658,509	18	183,658,509	18	14,081,316
Assumption Change <sup>4</sup>	2024	(45,970,871)	18	(45,970,871)	18	(3,524,640)
Cost Group 6 — Actuarial Surplus	2024	(26,148)	N/A	(26,148)	N/A	0
Subtotal — All Cost Groups				\$1,159,970,335		\$169,355,859
Withdrawn Employers <sup>5</sup>				7,677,678		
Total CCCERA				\$1,167,648,013		

<sup>&</sup>lt;sup>5</sup> Effective with the December 31, 2016 valuation, the three withdrawn employers (i.e., Diablo Water District, Delta Diablo Sanitation District and City of Pittsburg) have been moved from Cost Groups 1, 2 and 7 into their own Withdrawn Employers Cost Group.



<sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year

<sup>&</sup>lt;sup>3</sup> Excludes the actuarial loss for Cost Group 6 and the withdrawn employers. Cost Group 6 was in surplus for both the December 31, 2023 and December 31, 2024 valuations.

<sup>&</sup>lt;sup>4</sup> Excludes assumption change impact for Cost Group 6 and the withdrawn employers. Cost Group 6 was in surplus for both the December 31, 2023 and December 31, 2024 valuations

Cost Groups 1 and 2 – General County and Small Districts

Amortization Base Type	Established December 31	Initial Amount <sup>1,2</sup>	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment <sup>4</sup>
Actuarial Loss	2008	\$79,960,860	18	\$20,229,681	2	\$10,665,910
Actuarial Loss	2009	164,892,147	18	59,037,647	3	21,120,115
Assumption Change	2009	39,528,066	18	14,152,548	3	5,062,929
Depooling Implementation	2009	(74,634,392)	18	(26,721,945)	3	(9,559,503)
Actuarial Loss	2010	152,932,187	18	68,899,149	4	18,812,467
Actuarial Loss	2011	94,664,436	18	50,315,116	5	11,183,494
Actuarial Loss	2012	116,923,337	18	68,443,459	5	15,212,864
Assumption Change	2012	288,541,843	18	168,903,849	5	37,542,102
Actuarial Gain	2013	(134,688,262)	18	(85,349,417)	5	(18,970,536)
Assumption Change <sup>5</sup>	2013	(107,456,075)	18	(68,092,893)	5	(15,134,944)
Actuarial Gain	2014	(171,743,438)	18	(115,980,777)	5	(25,778,940)
Actuarial Gain	2015	(104,908,624)	18	(74,574,693)	5	(16,575,648)
Assumption Change	2015	39,778,897	18	28,276,980	5	6,285,098
Actuarial Gain	2016	(28,553,195)	18	(21,265,365)	5	(4,726,633)
Actuarial Gain	2017	(17,921,425)	18	(13,869,798)	5	(3,082,827)
Actuarial Loss	2018	75,196,018	18	60,060,793	5	13,349,657
Assumption Change	2018	(6,016,240)	18	(4,805,310)	5	(1,068,072)
Actuarial Loss	2019	8,867,784	18	8,091,083	13	791,971
Method Change	2019	(9,429,314)	18	(8,603,431)	13	(842,121)

<sup>&</sup>lt;sup>1</sup> Effective with the December 31, 2021 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2021 were allocated to East Fire and moved into Cost Group 5 in conjunction with the annexation.



<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2024 were allocated to RHFPD and moved into Cost Group 5 in conjunction with the annexation.

<sup>3</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

<sup>&</sup>lt;sup>5</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount <sup>1,2</sup>	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment <sup>4</sup>
Actuarial Loss	2020	\$34,707,764	18	\$32,492,622	14	\$3,002,243
Actuarial Gain	2021	(29,828,075)	18	(28,508,473)	15	(2,499,016)
Assumption Change	2021	114,934,356	18	109,849,631	15	9,629,278
Actuarial Loss	2022	200,460,079	18	195,216,503	16	16,305,516
Actuarial Loss	2023	88,625,180	18	87,605,507	17	6,998,848
Actuarial Loss	2024	106,000,472	18	106,000,472	18	8,127,182
Assumption Change	2024	(39,529,834)	18	(39,529,834)	18	(3,030,799)
Subtotal - Cost Groups 1 and 2				\$590,273,102		\$82,820,635

<sup>&</sup>lt;sup>1</sup> Effective with the December 31, 2021 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2021 were allocated to East Fire and moved into Cost Group 5 in conjunction with their annexation into CCCFPD.

<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2024 were allocated to RHFPD and moved into Cost Group 5 in conjunction with their annexation into CCCFPD.

<sup>3</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

#### Cost Group 3 – Central Contra Costa Sanitary District

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining	Annual Payment <sup>1</sup>
Actuarial Loss	2022	\$4,915,384	18	\$4,786,809	16	\$399,820
Actuarial Loss <sup>2</sup>	2023	8,520,321	18	8,422,291	17	672,861
Actuarial Loss <sup>3</sup>	2024	13,725,164	18	13,725,164	18	1,052,325
Assumption Change	2024	(1,308,358)	18	(1,308,358)	18	(100,313)
Subtotal – Cost Group 3				\$25,625,905		\$2,024,693

<sup>&</sup>lt;sup>1</sup> As of middle of year.

<sup>&</sup>lt;sup>2</sup> The actuarial loss is primarily due to an investment return on the valuation value of assets (i.e. after asset smoothing) less than the 6.75% assumed rate for a loss of about \$7 million and individual salary increases greater than expected for a loss of about \$2 million.

The actuarial loss is due to investment return on the valuation value of assets (i.e., after asset smoothing) less than the 6.75% assumed rate for a loss of about \$7 million and individual salary increase greater than expected for a loss of about \$8 million.

Cost Group 4 – Contra Costa Housing Authority

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Loss	2008	\$1,573,513	18	\$398,091	2	\$209,890
Actuarial Loss	2009	1,277,079	18	457,243	3	163,574
Assumption Change	2009	425,000	18	152,166	3	54,436
Depooling Implementation	2009	(189,275)	18	(67,768)	3	(24,243)
Actuarial Loss	2010	619,697	18	279,186	4	76,230
Assumption Change <sup>3</sup>	2010	(920,656)	18	(414,775)	4	(113,252)
Actuarial Loss	2011	1,059,328	18	563,044	5	125,147
Actuarial Loss	2012	1,912,999	18	1,119,813	5	248,900
Assumption Change	2012	3,722,862	18	2,179,253	5	484,381
Actuarial Gain	2013	(2,220,704)	18	(1,407,218)	5	(312,781)
Assumption Change <sup>4</sup>	2013	(1,077,289)	18	(682,658)	5	(151,734)
Actuarial Gain	2014	(1,360,021)	18	(918,441)	5	(204,141)
Actuarial Gain	2015	(875,294)	18	(622,206)	5	(138,297)
Assumption Change	2015	432,801	18	307,658	5	68,383
Actuarial Gain	2016	(297,092)	18	(221,263)	5	(49,180)
Actuarial Loss	2017	53,895	18	41,711	5	9,271
Actuarial Loss	2018	527,741	18	421,519	5	93,691
Assumption Change	2018	86,577	18	69,151	5	15,370
Actuarial Loss	2019	544,467	18	496,779	13	48,626
Method Change	2019	(103,353)	18	(94,301)	13	(9,230)



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year.

<sup>&</sup>lt;sup>3</sup> Effective with the December 31, 2010 valuation, leave cashout (terminal pay) assumptions are now based on cost groups.

<sup>&</sup>lt;sup>4</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Loss	2020	\$80,685	18	\$75,536	14	\$6,979
Actuarial Gain	2021	(439,350)	18	(419,913)	15	(36,809)
Assumption Change	2021	1,519,858	18	1,452,619	15	127,335
Actuarial Loss	2022	2,604,379	18	2,536,255	16	211,841
Actuarial Loss	2023	237,770	18	235,034	17	18,777
Actuarial Loss	2024	1,355,576	18	1,355,576	18	103,934
Assumption Change	2024	(471,133)	18	(471,133)	18	(36,122)
Subtotal - Cost Group 4				\$6,820,957		\$990,976

Note: Results may be slightly off due to rounding.



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>2</sup> As of middle of year.

Cost Group 5 – Contra Costa County Fire Protection District

Amortization Base Type	Established December 31	Initial Amount <sup>1</sup> ,²	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment <sup>4</sup>
Actuarial Loss	2008	\$118,302	18	\$29,930	2	\$15,780
Actuarial Loss	2009	1,763,355	18	631,348	3	225,858
Assumption Change	2009	371,760	18	133,104	3	47,617
Depooling Implementation	2009	2,075,017	18	742,935	3	265,777
Actuarial Loss	2010	2,860,662	18	1,288,788	4	351,895
Actuarial Loss	2011	1,436,261	18	763,388	5	169,677
Actuarial Loss	2012	1,893,205	18	1,108,226	5	246,324
Assumption Change	2012	3,445,211	18	2,016,725	5	448,256
Actuarial Gain	2013	(2,622,516)	18	(1,661,839)	5	(369,375)
Assumption Change <sup>5</sup>	2013	(1,082,867)	18	(686,192)	5	(152,519)
Actuarial Gain	2014	(2,371,131)	18	(1,601,259)	5	(355,910)
Actuarial Gain	2015	(851,460)	18	(605,264)	5	(134,531)
Assumption Change	2015	391,933	18	278,607	5	61,926
Actuarial Loss	2016	1,565,543	18	1,165,959	5	259,157
Actuarial Loss	2017	1,460,100	18	1,130,005	5	251,165
Actuarial Loss	2018	1,563,459	18	1,248,771	5	277,563
Assumption Change	2018	601,477	18	480,414	5	106,781
Actuarial Loss	2019	1,841,075	18	1,679,821	13	164,424
Method Change	2019	(875,272)	18	(798,609)	13	(78,169)

<sup>&</sup>lt;sup>1</sup> Effective with the December 31, 2021 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2021 were allocated to East Fire and moved into Cost Group 5 in conjunction with the annexation.



<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2024 were allocated to RHFPD and moved into Cost Group 5 in conjunction with the annexation.

<sup>3</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

<sup>&</sup>lt;sup>5</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount <sup>1</sup> ,²	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment <sup>4</sup>
UAAL Prepayment	2020	\$(181,746)	18	\$(170,146)	14	\$(15,721)
Actuarial Loss	2020	2,604,286	18	2,438,073	14	225,272
Actuarial Gain	2021	(1,818,857)	18	(1,738,390)	15	(152,385)
Assumption Change	2021	1,514,421	18	1,447,423	15	126,879
Actuarial Loss	2022	2,590,656	18	2,522,890	16	210,725
Actuarial Loss	2023	1,010,402	18	998,776	17	79,793
Actuarial Loss	2024	1,799,715	18	1,799,715	18	137,986
Assumption Change	2024	(650,648)	18	(650,648)	18	(49,886)
Subtotal – Cost Group 5				\$13,992,551		\$2,364,359

Note: Results may be slightly off due to rounding.



<sup>&</sup>lt;sup>1</sup> Effective with the December 31, 2021 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2021 were allocated to East Fire and moved into Cost Group 5 in conjunction with the annexation.

<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, portions of all amortization bases from Cost Groups 1 and 2 established before December 31, 2024 were allocated to RHFPD and moved into Cost Group 5 in conjunction with the annexation.

Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

### Cost Group 6 – Small Districts (General Non-Enhanced)

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining	Annual Payment <sup>1</sup>
Actuarial Surplus <sup>2</sup>	2024	\$(26,148)		\$(26,148)	N/A	\$0
Subtotal - Cost Group 6				\$(26,148)		\$0

<sup>&</sup>lt;sup>1</sup> As of middle of year.

<sup>&</sup>lt;sup>2</sup> Consistent with CCCERA's Actuarial Funding Policy, all prior UAAL layers are considered fully amortized due to surplus.

Cost Groups 7 and 9 – County Safety

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Loss	2008	\$25,619,265	18	\$6,481,540	2	\$3,417,331
Actuarial Loss	2009	55,134,940	18	19,740,401	3	7,061,927
Assumption Change	2009	11,076,665	18	3,965,867	3	1,418,748
Depooling Implementation	2009	23,852,078	18	8,539,949	3	3,055,080
Actuarial Loss	2010	57,287,975	18	25,809,431	4	7,047,098
Actuarial Loss	2011	45,209,350	18	24,029,232	5	5,340,955
Actuarial Loss	2012	53,258,503	18	31,175,951	5	6,929,450
Assumption Change	2012	138,353,562	18	80,988,078	5	18,001,145
Actuarial Gain	2013	(35,024,912)	18	(22,194,628)	5	(4,933,179)
Assumption Change <sup>3</sup>	2013	(43,771,706)	18	(27,737,306)	5	(6,165,145)
Actuarial Gain	2014	(61,815,393)	18	(41,744,810)	5	(9,278,580)
Assumption Change <sup>4</sup>	2014	(51,701)	18	(34,914)	5	(7,760)
Actuarial Gain	2015	(58,489,966)	18	(41,577,814)	5	(9,241,462)
Assumption Change	2015	39,291,409	18	27,930,447	5	6,208,075
Actuarial Gain	2016	(13,557,811)	18	(10,097,357)	5	(2,244,330)
Actuarial Gain	2017	(8,178,240)	18	(6,329,326)	5	(1,406,813)
Actuarial Loss	2018	41,037,406	18	32,777,522	5	7,285,429
Assumption Change	2018	(47,713,599)	18	(38,109,952)	5	(8,470,664)
Actuarial Loss	2019	10,313,187	18	9,409,888	13	921,059
Method Change	2019	(1,626,137)	18	(1,483,709)	13	(145,228)



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year.

<sup>&</sup>lt;sup>3</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

<sup>&</sup>lt;sup>4</sup> Effective with the December 31, 2014 valuation, leave cashout (terminal pay) assumptions were eliminated for Cost Group 9.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Loss	2020	\$5,352,140	18	\$5,010,552	14	\$462,963
Actuarial Gain	2021	(9,006,255)	18	(8,607,816)	15	(754,550)
Assumption Change	2021	58,980,022	18	56,370,731	15	4,941,386
Actuarial Loss	2022	72,120,444	18	70,233,938	16	5,866,310
Actuarial Loss	2023	25,063,417	18	24,775,051	17	1,979,291
Actuarial Loss	2024	27,164,340	18	27,164,340	18	2,082,722
Assumption Change <sup>3</sup>	2024	503,540	18	503,540	18	38,607
Subtotal - Cost Groups 7 and 9				\$256,988,825		\$39,409,865

Note: Results may be slightly off due to rounding.

<sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year

<sup>&</sup>lt;sup>3</sup> For Cost Groups 7 and 9, there is an increase in UAAL from all assumption changes combined mainly due to less savings available from the new mortality tables that predict lower life expectancies for payees at advanced ages. This is because the average age of retirees for these cost groups is younger than other Safety cost groups.

Cost Group 8 – Contra Costa County Fire Protection District

Amortization Base Type	Established December 31	Initial Amount <sup>1</sup> ,²	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment⁴
Actuarial Loss	2008	\$7,737,586	18	\$1,957,569	2	\$1,032,110
Actuarial Loss	2009	29,891,066	18	10,702,136	3	3,828,580
Assumption Change	2009	6,099,000	18	2,183,673	3	781,187
Depooling Implementation	2009	46,009,292	18	16,473,073	3	5,893,074
Actuarial Loss	2010	39,667,948	18	17,871,240	4	4,879,627
Assumption Change <sup>5</sup>	2010	(936,966)	18	(422,123)	4	(115,258)
Actuarial Loss	2011	28,600,384	18	15,201,396	5	3,378,800
Actuarial Loss	2012	33,747,570	18	19,754,828	5	4,390,887
Assumption Change	2012	71,212,152	18	41,685,485	5	9,265,394
Actuarial Gain	2013	(22,248,552)	18	(14,098,489)	5	(3,133,658)
Assumption Change <sup>6</sup>	2013	(19,080,497)	18	(12,090,952)	5	(2,687,445)
Actuarial Gain	2014	(28,902,026)	18	(19,517,947)	5	(4,338,236)
Actuarial Gain	2015	(19,995,889)	18	(14,214,154)	5	(3,159,367)
Assumption Change	2015	25,072,720	18	17,823,038	5	3,961,510
Actuarial Gain	2016	(8,568,416)	18	(6,381,440)	5	(1,418,397)
Actuarial Gain	2017	(11,495,471)	18	(8,896,606)	5	(1,977,440)
Actuarial Loss	2018	19,229,328	18	15,358,907	5	3,413,810
Assumption Change	2018	(24,490,649)	18	(19,561,246)	5	(4,347,860)

<sup>&</sup>lt;sup>1</sup> Effective with the December 31, 2019 valuation, East Fire was depooled into Cost Group 13, previously East Fire was pooled with CCCFPD in Cost Group 8. All amortization bases established on or before December 31, 2018 were split between the two employers based on the ratios of actuarial accrued liability as of December 31, 2018. Effective with the December 31, 2021 valuation, East Fire was annexed into CCCFPD, and all amortization bases from Cost Group 13 established before December 31, 2021 were moved into Cost Group 8.



<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, RHFPD was annexed into CCCFPD, and all amortization bases from Cost Group 12 established before December 31, 2024 were moved into Cost Group 8.

<sup>3</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

<sup>&</sup>lt;sup>5</sup> Effective with the December 31, 2010 valuation, leave cashout (terminal pay) assumptions are now based on cost groups.

<sup>&</sup>lt;sup>6</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount <sup>1</sup> ,²	Initial Period	Outstanding Balance	Years Remaining³	Annual Payment⁴
Actuarial Loss	2019	\$11,404,724	18	\$10,405,820	13	\$1,018,543
Method Change	2019	(3,298,664)	18	(3,009,745)	13	(294,600)
Actuarial Gain	2020	(5,315,698)	18	(4,976,436)	14	(459,811)
UAAL Prepayment	2020	(2,839,926)	18	(2,658,674)	14	(245,655)
Actuarial Loss	2021	7,760,441	18	7,417,117	15	650,175
Assumption Change	2021	27,363,187	18	26,152,633	15	2,292,506
Actuarial Loss	2022	34,809,237	18	33,898,707	16	2,831,399
Actuarial Loss	2023	22,056,531	18	21,802,760	17	1,741,833
Actuarial Loss	2024	25,942,278	18	25,942,278	18	1,989,025
Assumption Change	2024	(3,564,512)	18	(3,564,512)	18	(273,295)
Subtotal – Cost Group 8				\$175,238,337		\$28,897,438

Note: Results may be slightly off due to rounding.

Effective with the December 31, 2019 valuation, East Fire was depooled into Cost Group 13, previously East Fire was pooled with CCCFPD in Cost Group 8. All amortization bases established on or before December 31, 2018 were split between the two employers based on the ratios of actuarial accrued liability as of December 31, 2018.
Effective with the December 31, 2021 valuation, East Fire was annexed into CCCFPD, and all amortization bases from Cost Group 13 established before December 31, 2021 were moved into Cost Group 8.

<sup>&</sup>lt;sup>2</sup> Effective with the December 31, 2024 valuation, RHFPD was annexed into CCCFPD, and all amortization bases from Cost Group 12 established before December 31, 2024 were moved into Cost Group 8.

Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>4</sup> As of middle of year.

Cost Group 10 – Moraga-Orinda Fire District

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining¹	Annual Payment <sup>2</sup>
Actuarial Loss	2008	\$2,002,150	18	\$506,534	2	\$267,065
Actuarial Loss	2009	5,671,684	18	2,030,678	3	726,454
Assumption Change	2009	1,012,000	18	362,334	3	129,621
Depooling Implementation	2009	4,873,631	18	1,744,945	3	624,236
Actuarial Loss	2010	5,334,964	18	2,403,513	4	656,264
Assumption Change <sup>3</sup>	2010	806,018	18	363,128	4	99,150
Actuarial Loss	2011	6,791,005	18	3,609,489	5	802,278
Actuarial Loss	2012	8,924,598	18	5,224,196	5	1,161,177
Assumption Change	2012	12,149,892	18	7,112,187	5	1,580,819
Actuarial Gain	2013	(1,027,440)	18	(651,069)	5	(144,713)
Assumption Change <sup>4</sup>	2013	(3,613,981)	18	(2,290,112)	5	(509,021)
Actuarial Gain	2014	(4,813,045)	18	(3,250,317)	5	(722,445)
Actuarial Gain	2015	(8,490,806)	18	(6,035,722)	5	(1,341,554)
Assumption Change	2015	3,844,347	18	2,732,769	5	607,410
Actuarial Loss	2016	1,028,690	18	766,130	5	170,287
Actuarial Gain	2017	(422,995)	18	(327,365)	5	(72,763)
Actuarial Loss	2018	6,029,055	18	4,815,545	5	1,070,347
Assumption Change	2018	(4,116,542)	18	(3,287,977)	5	(730,816)
Actuarial Loss	2019	3,411,399	18	3,112,605	13	304,668
Method Change	2019	(471,164)	18	(429,896)	13	(42,079)



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year.

<sup>&</sup>lt;sup>3</sup> Effective with the December 31, 2010 valuation, leave cashout (terminal pay) assumptions are now based on cost groups.

<sup>&</sup>lt;sup>4</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
Actuarial Gain	2020	\$(864,383)	18	\$(809,216)	14	\$(74,770)
Actuarial Loss	2021	2,537,586	18	2,425,322	15	212,601
Assumption Change	2021	5,301,507	18	5,066,967	15	444,164
Actuarial Loss	2022	7,121,589	18	6,935,305	16	579,273
Actuarial Loss	2023	3,220,166	18	3,183,117	17	254,301
Actuarial Loss	2024	3,716,653	18	3,716,653	18	284,960
Assumption Change	2024	(544,092)	18	(544,092)	18	(41,716)
Subtotal - Cost Group 10			-	\$38,485,649		\$6,295,198

Note: Results may be slightly off due to rounding.



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>2</sup> As of middle of year.

Cost Group 11 – San Ramon Valley Fire District

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining¹	Annual Payment <sup>2</sup>
Actuarial Loss	2008	\$10,216,694	18	\$2,584,770	2	\$1,362,796
Actuarial Loss	2009	9,262,105	18	3,316,185	3	1,186,331
Assumption Change	2009	2,453,000	18	878,267	3	314,191
Depooling Implementation	2009	(20,174,500)	18	(7,223,237)	3	(2,584,039)
Actuarial Loss	2010	6,585,812	18	2,967,046	4	810,133
Assumption Change <sup>3</sup>	2010	5,093,420	18	2,294,692	4	626,551
Actuarial Loss	2011	5,513,071	18	2,930,254	5	651,305
Actuarial Loss	2012	14,600,741	18	8,546,842	5	1,899,699
Assumption Change	2012	26,672,143	18	15,613,083	5	3,470,305
Actuarial Gain	2013	(4,492,900)	18	(2,847,066)	5	(632,815)
Assumption Change <sup>4</sup>	2013	(12,984,002)	18	(8,227,718)	5	(1,828,767)
Actuarial Gain	2014	(13,850,852)	18	(9,353,677)	5	(2,079,033)
Actuarial Gain	2015	(9,008,582)	18	(6,403,785)	5	(1,423,363)
Assumption Change	2015	5,533,144	18	3,933,256	5	874,241
Actuarial Loss	2016	2,020,042	18	1,504,453	5	334,393
UAAL Prepayment	2017	(303,806)	18	(235,122)	5	(52,260)
Actuarial Gain	2017	(1,837,378)	18	(1,421,988)	5	(316,064)
UAAL Prepayment	2018	(261,501)	18	(208,867)	5	(46,425)
Actuarial Loss	2018	11,681,729	18	9,330,466	5	2,073,874
Assumption Change	2018	(9,240,163)	18	(7,380,331)	5	(1,640,419)



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

As of middle of year.

<sup>&</sup>lt;sup>3</sup> Effective with the December 31, 2010 valuation, leave cashout (terminal pay) assumptions are now based on cost groups.

<sup>&</sup>lt;sup>4</sup> Effective with the December 31, 2013 valuation, the leave cashout assumptions were reduced to reflect AB 197.

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining¹	Annual Payment <sup>2</sup>
UAAL Prepayment	2019	\$(1,267,559)	18	\$(1,156,538)	13	\$(113,204)
Actuarial Loss	2019	5,365,395	18	4,895,457	13	479,177
Method Change	2019	(1,623,299)	18	(1,481,119)	13	(144,975)
UAAL Prepayment	2020	(267,529)	18	(250,455)	14	(23,141)
Actuarial Gain	2020	(60,980)	18	(57,088)	14	(5,275)
UAAL Prepayment	2021	(270,666)	18	(258,692)	15	(22,677)
Actuarial Loss	2021	2,230,205	18	2,131,540	15	186,848
Assumption Change	2021	13,908,945	18	13,293,610	15	1,165,301
UAAL Prepayment	2022	(286,847)	18	(279,344)	16	(23,332)
Actuarial Loss	2022	17,272,835	18	16,821,017	16	1,404,980
UAAL Prepayment	2023	(295,995)	18	(292,589)	17	(23,375)
Actuarial Loss	2023	5,325,133	18	5,263,865	17	420,533
Actuarial Loss	2024	3,954,310	18	3,954,310	18	303,182
Assumption Change	2024	(405,834)	18	(405,834)	18	(31,116)
Subtotal – Cost Group 11				\$52,775,665		\$6,573,560

Note: Results may be slightly off due to rounding.



<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

<sup>&</sup>lt;sup>2</sup> As of middle of year.

Special Adjustments

Amortization Base Type	Established December 31	Initial Amount	Initial Period	Outstanding Balance	Years Remaining <sup>1</sup>	Annual Payment <sup>2</sup>
LAFCO UAAL Prepayment	2017	\$(30,817)	18	\$(23,850)	5	\$(5,301)
LAFCO UAAL Prepayment	2019	(31,680)	18	(28,905)	13	(2,829)
LAFCO UAAL Prepayment	2020	(31,963)	18	(29,923)	14	(2,765)
LAFCO UAAL Prepayment	2021	(31,804)	18	(30,397)	15	(2,665)
IHSS UAAL Prepayment	2023	(92,497)	18	(91,433)	17	(7,305)
Subtotal – Special Adjustments				\$(204,508)		\$(20,865)

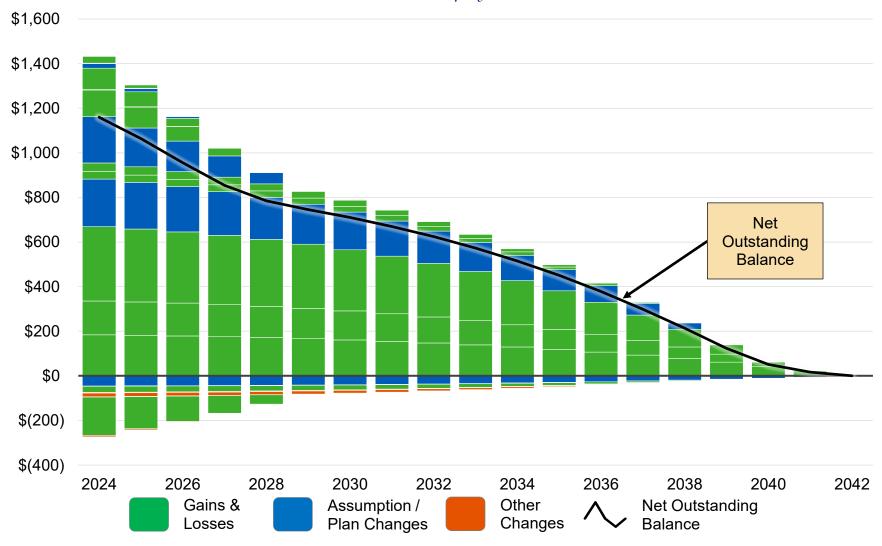
Note: Results may be slightly off due to rounding.

<sup>&</sup>lt;sup>1</sup> Reflects the adjustment to UAAL amortization periods adopted by the Board in 2023 for amortization layers established between December 31, 2012 and December 31, 2018.

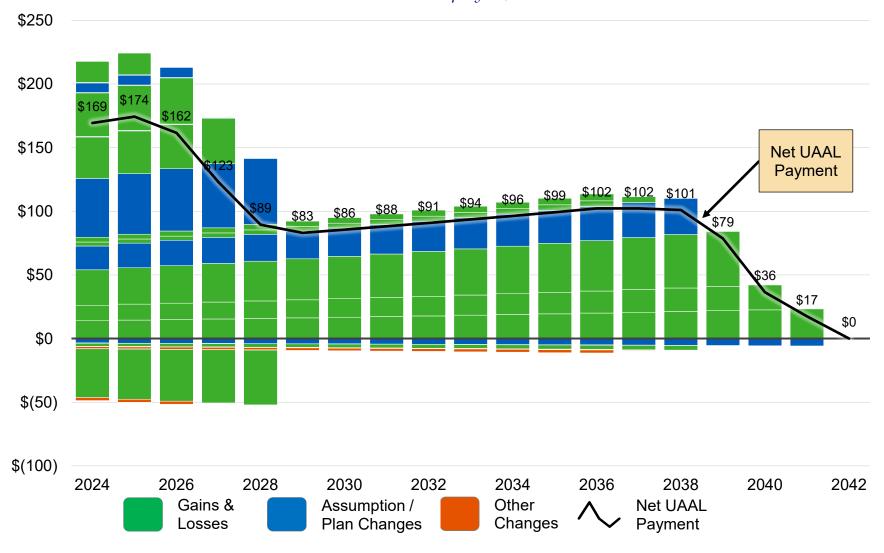
<sup>&</sup>lt;sup>2</sup> As of middle of year. The annual payment amounts shown for the Special Adjustments represent the credit allocated to the employer to reflect special contributions. These adjustments serve to reduce the UAAL contribution rate for these employers.

### **Exhibit I: Projection of UAAL balances and payments**

Outstanding Balance of \$1,160 Million in Net UAAL as of December 31, 2024 (Excludes Withdrawn Employers, \$ in Millions)



Annual Payments Required to Amortize \$1,160 Million in Net UAAL as of December 31, 2024 (Excludes Withdrawn Employers, \$ in Millions)



### **Exhibit 1: Actuarial assumptions, methods and models**

### **Rationale for assumptions**

The information and analysis used in selecting each assumption that has a significant effect on this actuarial valuation is shown in the January 1, 2021 through December 31, 2023 Actuarial Experience Study report dated April 30, 2025. Unless otherwise noted, all actuarial assumptions and methods shown below apply to all tiers. These assumptions were adopted by the Board.

#### Net investment return

6.75%; net of investment expenses.

Based on the Actuarial Experience Study referenced above, expected investment expenses (excluding investment manager fees) represent about 0.05% of the actuarial value of assets.

### Administrative expenses

1.18% of payroll allocated between the employer and member based on normal cost (before expenses) for the employer and member. This assumption is subject to change each year based on the actual administrative expenses as a percent of actual covered payroll during the calendar year ending on the valuation date.

For the 2024 calendar year, actual administrative expenses were \$13,995,564 and actual covered payroll was \$1,189,383,959. This results in an administrative expense assumption of 1.18% of payroll, allocated between the employer and member as shown below:

#### Allocation of Administrative Expense Load Between Employer and Member

Line Description	Average Normal Cost Before Expenses	Weighting for Administrative Expense	Administrative Expense Load
Employer	13.92%	54.74%	0.65%
Member	11.51%	45.26%	0.53%
Total	25.43%	100.00%	1.18%

The basic member rate is increased by the administrative expense allocated to the member. The employer normal cost rate is increased by the same percent of payroll as the basic member rate, while the remaining administrative expense allocated to the employer is used to increase the employer UAAL rate. This methodology is used to maintain a 50:50 sharing of normal cost for those in the PEPRA tiers. The table below shows this allocation.

# Allocation of Administrative Expense Load to Contribution Rate Components (% of Payroll)

Contribution Rate Component	Administrative Expense Load
Employer basic normal cost rate	0.53%
Employer basic UAAL rate	0.12%
Member basic rate	0.53%
Total administrative expense load	1.18%

### Member contribution crediting rate

6.75%, compounded semi-annually.

#### Inflation rate

Increases of 2.50% per year.

### **Cost of Living Adjustment (COLA)**

Increases of 2.75% per year.

- The actual COLA granted by CCCERA on April 1, 2025 has been reflected for non-active members in the December 31, 2024 valuation.
- For members that have COLA banks, the COLA banks have been reflected in projected future COLAs.
- Benefits are subject to a maximum COLA per year, which varies based on the member's tier and retirement type.

#### Maximum COLA

General Membership Tier	Safety Membership Tier	Maximum COLA Per Year	COLA Valued (Before Application of COLA Banks)
<ul><li>Tier 1</li><li>Tier 3 (non-disability)</li><li>Tier 4</li><li>Tier 5 (non-disability)</li></ul>	<ul><li>Tier A</li><li>Tier D</li></ul>	3.00%	2.75%
<ul><li>Tier 2</li><li>Tier 3 (disability)</li><li>Tier 5 (disability)</li></ul>	• N/A	4.00%	2.75%
Tier 4 and Tier 5 members covered under certain MOUs	<ul><li>Tier C</li><li>Tier E</li></ul>	2.00%	2.00%

### Payroll growth

Inflation of 2.50% per year plus "across-the-board" salary increase of 0.50% per year.

The payroll growth assumption is used to amortize the unfunded actuarial accrued liability as a level percentage of payroll.

### Increase in Internal Revenue Code Section 401(a)(17) compensation limit

Increase of 2.50% per year from the valuation date.

### **Increase in Section 7522.10 compensation limit**

Increase of 2.50% per year from the valuation date.

### **Salary increases**

The annual rate of compensation increase includes:

- Inflation at 2.50%, plus
- "Across-the-board" salary increase of 0.50% per year, plus
- Merit and promotion increase based on years of service:

Merit and Promotion Increases (%)

Years of Service	General Legacy	General PEPRA	Safety Legacy	Safety PEPRA
Less than 1	11.00	9.00	12.00	10.00
1–2	6.50	6.00	8.50	8.50
2–3	4.75	4.50	5.50	5.50
3–4	3.50	3.25	5.00	5.00
4–5	2.50	2.50	4.00	4.25
5–6	2.00	2.00	3.00	3.25
6–7	1.75	1.70	2.25	2.25
7–8	1.65	1.60	1.75	1.75
8–9	1.65	1.65	1.75	1.75
9–10	1.70	1.70	1.75	1.75
10–11	1.70	1.70	1.60	1.60
11–12	1.25	1.25	1.60	1.60
12–13	1.10	1.10	1.60	1.60
13–14	1.20	1.20	1.70	1.70
14–15	1.30	1.30	1.80	1.80
15–16	1.30	1.30	1.80	1.80
16–17	1.00	1.00	1.50	1.50
17–18	0.90	0.90	1.50	1.50
18–19	0.80	0.80	1.50	1.50
19–20	0.75	0.75	1.75	1.75
20–21	0.75	0.75	1.75	1.75
21–22	0.60	0.60	1.40	1.40
22–23	0.60	0.60	1.30	1.30
23–24	0.60	0.60	1.25	1.25
24–25	0.60	0.60	1.15	1.15
25 and over	0.55	0.55	1.10	1.10

The average total assumed salary increase for active members in the December 31, 2024 actuarial valuation is 4.1%.

### Post-retirement mortality rates

The Pub-2016 mortality tables and adjustments as shown below reasonably reflect the mortality experience as of the measurement date. These mortality tables were adjusted to future years using generational projection to reflect future mortality improvement between the measurement date and those years.

#### Healthy

#### General members

Pub-2016 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females)
 with rates increased by 5% for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

 Pub-2016 Safety Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates increased by 5% for males and decreased by 5% for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### **Disabled**

#### General members

 Pub-2016 Non-Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) with rates increased by 5% for males and females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

 Pub-2016 Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) with rates increased by 5% for males and decreased by 5% for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

### **Beneficiary**

#### • Beneficiaries not currently in pay status

Pub-2016 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females)
 with rates increased by 5% for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Beneficiaries in pay status

 Pub-2016 Contingent Survivor Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates increased by 5% for males and females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

### **Pre-retirement mortality rates**

#### General members

 Pub-2016 General Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates decreased by 5% for males and females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

 Pub-2016 Safety Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females), projected generationally with the two-dimensional mortality improvement scale MP-2021.

Pre-Retirement Mortality Rates (%) — Before Generational Projection from 2016

Age	General Male	General Female	Safety Male	Safety Female
20	0.02	0.01	0.02	0.01
25	0.03	0.01	0.03	0.01
30	0.03	0.01	0.04	0.02
35	0.04	0.02	0.04	0.03
40	0.05	0.04	0.05	0.04
45	0.08	0.05	0.07	0.06
50	0.12	0.08	0.10	0.09
55	0.18	0.12	0.16	0.13
60	0.28	0.18	0.27	0.20
65	0.42	0.28	0.45	0.32
70	0.65	0.43	0.84	0.50

All pre-retirement deaths are assumed to be non-service-connected related.



### Mortality rates for member contributions<sup>1</sup>

#### General Members

Pub-2016 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates increased by 5% for females, projected 30 years (from 2016) with the two-dimensional mortality improvement scale MP-2021, weighted 30% male and 70% female.

#### Safety Members

 Pub-2016 Safety Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates increased by 5% for males and decreased by 5% for females, projected 30 years (from 2016) with the two-dimensional mortality improvement scale MP-2021, weighted 85% male and 15% female.

### **Disability**

#### Disability Incidence Rates (%)

Age	General Tier 1 and Tier 4	General Tier 3 and Tier 5	Safety
22	0.00	0.00	0.10
27	0.00	0.00	0.10
32	0.03	0.02	0.40
37	0.06	0.04	0.55
42	0.20	0.07	0.65
47	0.40	0.09	1.10
52	0.60	0.14	3.75
57	0.60	0.14	3.75
62	0.60	0.14	4.25
67	0.60	0.14	5.00
70 and over	0.60	0.14	5.00

<sup>1</sup> These mortality rates are used for calculating the member basic contribution rates for General Tier 1, Tier 2 and Tier 3, as well as Safety Tier A and Tier C.



### Assumed Percentage of Future Disabled Members Receiving a Service-Connected or Non-Service-Connected Disability

Membership Tier	Service-Connected Disabilities	Non-Service-Connected Disabilities
General Tier 1 and Tier 4	70%	30%
General Tier 3 and Tier 5	25%	75%
Safety	100%	0%

### **Termination**

Termination Rates (%)

General	Safety
14.50	9.00
10.50	7.00
9.50	6.00
7.00	5.00
6.50	3.50
6.00	3.50
5.50	3.00
5.00	2.50
5.00	2.25
4.00	2.00
4.00	2.00
4.00	2.00
3.00	2.00
2.50	1.80
2.50	1.50
2.50	1.40
2.50	1.30
1.75	1.20
1.75	1.10
1.50	1.00
1.50	0.25
	14.50 10.50 9.50 7.00 6.50 6.00 5.50 5.00 4.00 4.00 4.00 4.00 2.50 2.50 2.50 2.50 1.75 1.75 1.50

The member is assumed to receive the greater of a refund of member contributions or the present value of a deferred retirement benefit.

No termination is assumed after a member is first assumed to retire.

### **Retirement rates**

Retirement Rates (%) — General (Legacy)

		•	. *	<b>U 3</b> .	
Age	Tier 1 Enhanced: Less than 30 Years of Service	Tier 1 Enhanced: 30 or More Years of Service	Tier 3 Enhanced: Less than 30 Years of Service	Tier 3 Enhanced: 30 or More Years of Service	Tier 1 Non-Enhanced
49	0.00	0.00	0.00	25.00	0.00
50	4.00	8.00	4.00	10.00	3.00
51	4.00	10.00	3.00	5.00	3.00
52	4.00	10.00	3.25	5.00	3.00
53	4.00	10.00	3.50	5.00	3.00
54	8.00	16.00	5.75	11.00	3.00
55	12.00	30.00	8.00	15.00	10.00
56	12.00	24.00	8.00	10.00	10.00
57	14.00	22.00	8.00	10.00	10.00
58	15.00	22.00	8.50	15.00	10.00
59	18.00	22.00	10.00	20.00	10.00
60	20.00	20.00	11.00	15.00	25.00
61	20.00	20.00	16.00	18.00	15.00
62	22.00	25.00	20.00	25.00	40.00
63	22.00	30.00	20.00	25.00	35.00
64	22.00	30.00	20.00	25.00	30.00
65	30.00	30.00	30.00	32.00	40.00
66	40.00	30.00	32.00	32.00	35.00
67	40.00	30.00	32.00	30.00	35.00
68	40.00	30.00	30.00	30.00	35.00
69	40.00	30.00	30.00	30.00	35.00
70	40.00	30.00	35.00	30.00	35.00
71	35.00	35.00	30.00	30.00	35.00
72	35.00	35.00	30.00	30.00	35.00
73	35.00	35.00	30.00	30.00	35.00
74	35.00	35.00	30.00	30.00	35.00
75 and over	100.00	100.00	100.00	100.00	100.00

Retirement Rates (%) — General (PEPRA)

Age	Tier 4 and Tier 5: Less than 30 Years of Service	Tier 4 and Tier 5: 30 or More Years of Service
52	2.00	2.00
53	2.00	3.00
54	2.00	3.00
55	2.00	4.00
56	3.00	5.00
57	6.00	6.00
58	6.00	6.00
59	6.00	8.00
60	7.00	8.00
61	10.00	12.00
62	12.00	15.00
63	14.00	17.00
64	16.00	20.00
65	20.00	25.00
66	25.00	25.00
67	25.00	25.00
68	25.00	25.00
69	25.00	25.00
70	25.00	30.00
71	30.00	30.00
72	30.00	30.00
73	30.00	30.00
74	30.00	30.00
75 and over	100.00	100.00

Retirement Rates (%) — Safety

Age	Tier A Enhanced: Less than 30 Years of Service	Tier A Enhanced: 30 or More Years of Service	Tier C Enhanced	Tier A Non- Enhanced <sup>1</sup> and Tier D and Tier E
43	5.00	0.00	0.00	0.00
44	5.00	0.00	0.00	0.00
45	5.00	0.00	2.00	0.00
46	5.00	0.00	1.00	0.00
47	5.00	0.00	4.00	0.00
48	10.00	30.00	4.00	0.00
49	20.00	30.00	20.00	0.00
50	22.00	30.00	20.00	5.00
51	20.00	20.00	12.00	4.00
52	16.00	20.00	12.00	4.00
53	16.00	20.00	12.00	6.00
54	16.00	24.00	18.00	8.00
55	16.00	30.00	18.00	20.00
56	18.00	30.00	15.00	20.00
57	18.00	30.00	15.00	15.00
58	18.00	30.00	15.00	15.00
59	18.00	35.00	25.00	22.00
60	18.00	35.00	25.00	25.00
61	20.00	35.00	25.00	25.00
62	20.00	35.00	25.00	35.00
63	20.00	35.00	30.00	40.00
64	35.00	35.00	35.00	40.00
65	35.00	100.00	100.00	100.00
66	50.00	100.00	100.00	100.00
67	50.00	100.00	100.00	100.00
68	50.00	100.00	100.00	100.00
69	50.00	100.00	100.00	100.00
70 and over	100.00	100.00	100.00	100.00

<sup>&</sup>lt;sup>1</sup> There is no longer any Tier A non-enhanced active members after RHFPD was annexed into CCCFPD effective July 1, 2025.



#### **Inactive members**

#### Current and Future Inactive Member Assumptions

Category	% of Future <sup>1</sup> Inactive Members	Annual Salary Increases from Separation Date	Retirement Age
General with reciprocity	20%	3.55%	61
General without reciprocity	80%	N/A	60
Safety with reciprocity	50%	4.10%	53
Safety without reciprocity	50%	N/A	50

#### Inactive member benefit

Inactive members are assumed to receive the greater of an immediate refund of their member contributions or the present value of a deferred retirement benefit.

#### **Future benefit accruals**

1.0 year of service per year for full-time employees. Continuation of current partial service accrual for part-time employees.

#### **Unknown data for members**

- Same as those exhibited by members with similar known characteristics.
- If not specified, General members are assumed to be female and Safety members are assumed to be male.

#### **Definition of active members**

All active members of CCCERA as of the valuation date.

### Form of payment

- All active and inactive members are assumed to elect the unmodified option at retirement.
- There is no explicit assumption for children's benefits.



<sup>1</sup> CCCERA provides the reciprocity status for current deferred vested members in the valuation census data.

### **Survivor assumptions**

#### Current Active and Inactive Member Eligible Survivor Assumptions

Member Gender	% with Eligible Survivor at Retirement or Pre-Retirement Death	Eligible Survivor Age	Eligible Survivor Gender
Male member	70%	3 years younger than member	Female
Female member	55%	2 years older than member	Male

### Active death optional form election

All active members with five or more years of service are assumed to elect the optional settlement 2 allowance that leaves a 100% continuance to their beneficiary upon the member's non-service connected pre-retirement death. For those who are assumed to be not married at pre-retirement death:

#### Active Death Optional Form Election Assumptions

BeneficiaryType	Percentage %	Age Difference with Active Member
Child	30%	30 years younger
Parent	30%	30 years older
Sibling and other	40%	Same age

### Offsets by other plans of the employer for disability benefits

The Plan requires members who retire because of disability from General Tier 3 and General Tier 5 to offset the Plan's disability benefits with other Plans of the employer. We have not assumed any offsets in this valuation.

#### **Leave cashout**

General Tier 1, Tier 2 and Tier 3 & Safety Tier A and Tier C

Leave Cashout as Percentage of Final Average Pay

Cost Group	Leave Cashout
Cost Group 1	1.25%
Cost Group 2	0.60% for Tier 2 0.75% for Tier 3
Cost Group 3	5.50%
Cost Group 4	1.75%
Cost Group 5	0.75%
Cost Group 6	0.00%
Cost Group 7	0.50%
Cost Group 8	0.20%
Cost Group 9	0.00%
Cost Group 10	0.00%
Cost Group 11	3.00%
Withdrawn Employers	0.00%

**General Tier 4 and Tier 5 & Safety Tier D and Tier E**None.

#### Service from accumulated sick leave

#### Additional Service Converted from Accumulated Sick Leave

Retirement Type and Membership Group	Converted Sick Leave as % of Service at Retirement
Service Retirements	•
General	1.00%
Safety	1.70%
Disability Retirements	
General	0.08%
Safety	0.90%

Pursuant to Section 31641.01, the cost of this benefit for the non-PEPRA tiers will be charged only to employers and will not affect member contribution rates.

#### **Actuarial cost method**

Entry Age Actuarial Cost Method.

Entry age is the age on the valuation date minus the lesser of years of employment or benefit service. Normal cost and actuarial accrued liability are calculated on an individual basis and are based on costs allocated as a level percentage of compensation. The normal cost rate is calculated assuming their entry age is the date they entered service with CCCERA.

#### Actuarial value of assets

Market value of assets less unrecognized returns in each of the last nine semi-annual accounting periods. Unrecognized returns are equal to the difference between the actual market return and the expected return on the market value and are recognized semi-annually over a five-year period.

#### Valuation value of assets

The actuarial value of assets reduced by the value of the non-valuation reserves and designations.



### **Amortization policy**

The UAAL as of December 31, 2014 is amortized over separate amortization layers based on the valuations during which each separate layer was previously established.

- Any new UAAL as a result of actuarial gains or losses identified in the annual valuation as of December 31 will be amortized over a
  period of 18 years.<sup>1</sup>
- Any new UAAL as a result of change in actuarial assumptions or methods will be amortized over a period of 18 years.
- Unless the Board adopts an alternative amortization period after receiving an actuarial analysis:
  - With the exception noted below, the increase in UAAL as a result of any plan amendments will be amortized over a period of 10 years;
  - The entire increase in UAAL resulting from a temporary retirement incentive will be funded in full upon adoption of the incentive. If the increase in UAAL is due to the impact of benefits resulting from additional service permitted in Section 31641.04 of the 1937 CERL (Golden Handshake), the entire increase in UAAL will be funded in full upon adoption of the Golden Handshake.

The UAAL will be amortized over "closed" amortization periods so that the amortization period for each layer decreases by one year with each actuarial valuation.

The UAAL will be amortized as a level percentage of payroll so that the amortization amount in each year during the amortization period shall be expected to be a level percentage of covered payroll, taking into consideration the current payroll growth assumption.

If an overfunding or "surplus" exists (i.e., the VVA exceeds the AAL, so that the total of all UAAL amortization layers becomes negative), any prior UAAL amortization layers will be considered fully amortized, and any subsequent UAAL will be amortized as the first of a new series of amortization layers, using the above amortization periods.

If the surplus exceeds 20% of the AAL per Section 7522.52 of the Government Code, then the amount of surplus in excess of 20% of the AAL (and any subsequent surpluses in excess of that amount) will be amortized over an "open" amortization period of 30 years, but only if the other conditions of Section 7522.52 have also been met. If those conditions are not met, then the surplus will not be amortized and the full normal cost will be contributed.

These amortization policy components will generally apply separately to each of CCCERA's UAAL cost groups with the exception that the conditions of Section 7522.52 apply to the total plan.

Starting with the December 31, 2023 valuation, the Board approved an adjustment to the remaining amortization periods for certain amortization layers in order to minimize the contribution rate tail volatility associated with the UAAL layers established as of December 31, 2012 through December 31, 2018. This is done by setting the remaining amortization period for those UAAL layers to six years in the 2023 valuation.



### **Employer contributions**

The recommended employer contributions are provided in *Section 2, Subsection F*. Employer contributions consist of two components:

#### **Normal Cost**

The annual contribution rate that, if paid annually from a member's first year of membership through the year of retirement, would accumulate to the amount necessary to fully fund the member's retirement-related benefits. Accumulation includes annual crediting of interest at the assumed investment earning rate.

The contribution rate is expressed as a level percentage of the member's compensation.

#### Contribution to the UAAL

The annual contribution rate that, if paid annually over the UAAL amortization period, would accumulate to the amount necessary to fully fund the UAAL. Accumulation includes annual crediting of interest at the assumed investment earning rate.

The contribution (or rate credit in the case of a negative UAAL) is calculated to remain as a level percentage of future active member payroll (including payroll for new members as they enter the Association) assuming a constant number of active members. In order to remain as a level percentage of payroll, amortization payments (or credits) are scheduled to increase at the current payroll growth assumption.

The amortization policy is described under the "Amortization policy" noted above.

The General Tier 4 (2% COLA) membership tier in Cost Group 1 continues to not have any actual members as of December 31, 2024. The contribution rates for this cost group have been developed in this valuation assuming that the demographic profiles (e.g., entry age, composition of male versus female, etc.) for this cost group can be approximated by the data profiles of current active members within the PEPRA tiers.

#### **Member contributions**

The member contribution rates for all members are provided in Section 4, Exhibit 3.

#### **Non-PEPRA Members**

Articles 6 and 6.8 of the 1937 Act define the methodology to be used in the calculation of member basic contribution rates for non-PEPRA General and Safety members, respectively. The member's basic contribution rate is determined so that, if paid annually from a member's first year of membership through the prescribed retirement age, would accumulate to the amount necessary to fund an annuity that is equal to:

- 1/120 of one year Final Average Salary per year of service at age 55 for General Tier 1 and Tier 3 Non-Enhanced members
- 1/100 of one year Final Average Salary per year of service at age 50 for Safety Tier A Non-Enhanced members
- 1/120 of one year Final Average Salary per year of service at age 60 for General Tier 1 and Tier 3 Enhanced members
- 1/100 of one year Final Average Salary per year of service at age 50 for Safety Tier A Enhanced members
- 1/100 of three year Final Average Salary per year of service at age 50 for Safety Tier C Enhanced members

Members also pay 50% of the cost-of-living benefit and all member contributions are accumulated at an annual interest rate adopted annually by the Board.

- Note that recently negotiated MOU's for County General members no longer include the 50% employer subvention of the members' basic contributions.
- Districts pay varying portions of the members' basic contributions on a nonrefundable basis.
- For most Safety Tier A employers, Safety members also subvent a portion of the employer rate, currently up to 9% of compensation (depending on their MOU).

Effective with the December 31, 2014 valuation, for determining the cost of the total benefit (i.e., basic and COLA components), the leave cashout assumptions are recognized in the valuation as an employer and member cost. Prior to the December 31, 2014 valuation, for determining the cost of the basic benefit (i.e., non-COLA component), the leave cashout assumptions were recognized in the valuation only as an employer cost and did not affect member contribution rates. In other words, the leave cashout assumptions were only used in establishing COLA member contribution rates.

As a result of including the leave cashout assumptions in the basic member rates for the members of each specific cost group, the COLA member rates are no longer pooled across all members of the same tier. This results in eleven different sets of member contribution rates for each specific cost group.

#### **PEPRA Members**

Pursuant to Section 7522.30(a) of the Government Code, PEPRA members are required to contribute at least 50% of the normal cost rate. We have assumed that exactly 50% of the normal cost would be paid by PEPRA members. In addition, we have calculated the total normal cost rate for the PEPRA tiers to the nearest one fiftieth of one percent (i.e., the nearest even one-hundredth) as that will allow the normal cost rate to be shared exactly 50:50 without going beyond two decimal places.

The member contribution rates for all members are provided in Section 4, Exhibit 3.

### **Cost sharing adjustments**

Starting with the December 31, 2009 Actuarial Valuation, the Board took action to depool CCCERA's assets, liabilities and normal cost by employer when determining employer contribution rates. The Board action included a review of experience back to December 31, 2002. This did not involve recalculation of any employer rates prior to December 31, 2009. However, it did involve reflecting the separate experience of the employers in each individual cost group back from December 31, 2002 through December 31, 2009. The cost groups are detailed in *Appendix C*. In addition, the Board action called for a discontinuation of certain cost sharing adjustments for both member and employer contribution rates for General Tier 1 and Safety Tier A. Even under the depooling structure, there are a few remaining cost sharing arrangements. Here is a summary of the cost sharing arrangements that were implemented in the December 31, 2009 Actuarial Valuation:

- Smaller employers (less than 50 active members as of December 31, 2009) were pooled with the applicable County tier.
  - For the December 31, 2009 through December 31, 2018 valuations, Safety members from the East Contra Costa Fire Protection
     District were pooled with Safety members of the Contra Costa County Fire Protection District.
  - Starting with the December 31, 2019 valuation the Safety members from the East Contra Costa Fire Protection District were depooled from the Safety members of the Contra Costa County Fire Protection District based on AAL.
  - Starting with the December 31, 2021 valuation the General and Safety members from the East Contra Costa Fire Protection
     District have become General and Safety members of Contra Costa County Fire Protection District, effective with the July 1,
     2022 annexation of East Contra Costa Fire Protection District into Contra Costa County Fire Protection District.
  - Effective July 1, 2025, Rodeo-Hercules Fire Protection District was annexed into Contra Costa County Fire Protection District.
     Consistent with the annexation, starting with the December 31, 2024 valuation, the General and Safety members from the

Rodeo-Hercules Fire Protection District have become General and Safety members of Contra Costa County Fire Protection District.

- Due to a statutory requirement, the Superior Court was pooled with the County regardless of how many members the Court has.
- UAAL costs are pooled between Cost Group 1 and Cost Group 2 which represent General County and Small Districts.
- UAAL costs are pooled between Cost Group 7 and Cost Group 9 which represent Safety County.

### Additional contribution rate adjustments

Adjustments are made to the UAAL amounts for Local Agency Formation Commission (LAFCO) and In-Home Supportive Services Authority (IHSS) to account for special contributions that have previously been made. These adjustments serve to reduce the UAAL contribution rate for these employers.

The outstanding balances of these adjustments as of December 31, 2024 are as follows:

Contribution Component	LAFCO General <sup>1</sup>	IHSS General
Basic	\$113,075	\$68,575
COLA	0	22,858

#### **Internal Revenue Code Section 415**

Section 415 of the Internal Revenue Code (IRC) specifies the maximum benefits that may be paid to an individual from a defined benefit plan and the maximum amounts that may be allocated each year to an individual's account in a defined contribution plan.

A qualified pension plan may not pay benefits in excess of the Section 415 limits. The ultimate penalty for non-compliance is disqualification: active participants could be taxed on their vested benefits and the IRS may seek to tax the income earned on the plan's assets.

In particular, Section 415(b) of the IRC limits the maximum annual benefit payable at the Normal Retirement Age to a dollar limit of \$160,000 indexed for inflation. That limit is \$280,000 for 2025. Normal Retirement Age for these purposes is age 62. These are the

LAFCO made several UAAL prepayments in past valuations. Those prepayments have been amortized over 18 years from the date they were made and allocated to provide Basic and COLA rate credits based on the then current Basic and COLA UAAL rates before the prepayments. Effective with the December 31, 2022 valuation, we re-allocated the outstanding balance of those prepayment credits so that the COLA UAAL rate for LAFCO would be the same as the other employers in Cost Group 1.



limits in simplified terms. They must be adjusted based on each participant's circumstances, for such things as age at retirement, form of benefits chosen and after tax contributions.

Non-PEPRA benefits in excess of the limits may be paid through a qualified governmental excess plan that meets the requirements of Section 415(m).

Legal Counsel's review and interpretation of the law and regulations should be sought on any questions in this regard.

Contribution rates determined in this valuation have not been reduced for the Section 415 limitations. However, it is anticipated that PEPRA members will not be limited in the future due to the PEPRA compensation limit applied in the determination of their benefit. Actual limitations will result in actuarial gains as they occur.

#### **Models**

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

### Justification for change in actuarial assumptions, methods or models

Based on past experience and future expectations, the following assumptions have changed since the prior valuation. Previously these assumptions were as follows:

#### Administrative expenses (prior assumption)

1.17% of payroll allocated between the employer and member based on normal cost (before expenses) for the employer and member. This assumption is subject to change each year based on the actual administrative expenses as a percent of actual covered payroll during the calendar year ending on the valuation date.

### Salary increases (prior assumption)

The annual rate of compensation increase includes:

- Inflation at 2.50%, plus
- "Across-the-board" salary increase of 0.50% per year, plus
- Merit and promotion increase based on years of service:

### Merit and Promotion Increases (%)

Years of Service	General	Safety
Less than 1	11.00	12.00
1–2	6.50	8.50
2–3	4.75	5.50
3–4	3.50	5.00
4–5	2.50	4.00
5–6	2.00	3.00
6–7	1.75	2.25
7–8	1.65	1.75
8–9	1.45	1.50
9–10	1.35	1.45
10–11	1.30	1.40
11–12	1.10	1.35
12–13	1.00	1.30
13–14	0.90	1.25
14–15	0.80	1.25
15–16	0.75	1.25
16–17	0.70	1.25
17–18	0.65	1.25
18–19	0.60	1.25
19–20	0.55	1.25
20 and over	0.50	1.00

### Post-retirement mortality rates (prior assumption)

The Pub-2010 mortality tables and adjustments as shown below reasonably reflect the mortality experience as of the measurement date. These mortality tables were adjusted to future years using the generational projection to reflect future mortality improvement between the measurement date and those years.

#### Healthy

#### General members

Pub-2010 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females),
 projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

Pub-2010 Safety Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) increased by 5% for males and decreased by 5% for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Disabled

#### General members

 Pub-2010 Non-Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) increased by 5% for males and unadjusted for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

Pub-2010 Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) increased by 5% for males and unadjusted for females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

### Beneficiary

#### • Beneficiaries not currently in pay status

Pub-2010 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females),
 projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Beneficiaries in pay status

 Pub-2010 Contingent Survivor Amount-Weighted Above-Median Mortality Table (separate tables for males and females) increased by 5% for males and females, projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### **Pre-retirement mortality rates (prior assumption)**

#### General members

Pub-2010 General Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females),
 projected generationally with the two-dimensional mortality improvement scale MP-2021.

#### Safety members

 Pub-2010 Safety Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females), projected generationally with the two-dimensional mortality improvement scale MP-2021.

Pre-Retirement Mortality Rates (%) — Before Generational Projection from 2010

Age	General Male	General Female	Safety Male	Safety Female
20	0.04	0.01	0.04	0.02
25	0.02	0.01	0.03	0.02
30	0.03	0.01	0.04	0.02
35	0.04	0.02	0.04	0.03
40	0.06	0.03	0.05	0.04
45	0.09	0.05	0.07	0.06
50	0.13	0.08	0.10	0.08
55	0.19	0.11	0.15	0.11
60	0.28	0.17	0.23	0.14
65	0.41	0.27	0.35	0.20
70	0.61	0.44	0.66	0.39

All pre-retirement deaths are assumed to be non-service-connected related.

#### Mortality rates for member contributions<sup>1</sup> (prior assumption)

#### General Members

Pub-2010 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females),
 projected 30 years with the two-dimensional mortality improvement scale MP-2021, weighted 30% male and 70% female.

#### Safety Members

Pub-2010 Safety Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) increased by 5% for males and decreased by 5% for females, projected 30 years with the two-dimensional mortality improvement scale MP-2021, weighted 85% male and 15% female.

#### **Disability (prior assumption)**

#### Disability Incidence Rates (%)

Age	General Tier 1 and Tier 4	General Tier 3 and Tier 5	Safety
20	0.01	0.01	0.06
25	0.02	0.02	0.16
30	0.04	0.03	0.32
35	0.08	0.05	0.46
40	0.22	0.07	0.56
45	0.36	0.09	0.96
50	0.52	0.12	2.88
55	0.60	0.16	4.00
60	0.60	0.18	4.30
65	0.60	0.18	4.50
70	0.60	0.18	4.50

<sup>1</sup> These mortality rates are used for calculating the member basic contribution rates for General Tier 1, Tier 2 and Tier 3, as well as Safety Tier A and Tier C.



### Assumed Percentage of Future Disabled Members Receiving a Service-Connected or Non-Service-Connected Disability

Membership Tier	Service-Connected Disabilities	Non-Service-Connected Disabilities
General Tier 1 and Tier 4	65%	35%
General Tier 3 and Tier 5	25%	75%
Safety	100%	0%

**Termination (prior assumption)** 

Termination Rates (%)

Years of Service	General	Safety
Less than 1	14.00	11.00
1–2	9.50	9.00
2–3	9.00	7.00
3–4	6.25	5.00
4–5	6.25	4.00
5–6	5.00	3.50
6–7	4.50	3.00
7–8	4.00	2.50
8–9	3.75	2.50
9–10	3.75	2.00
10–11	3.50	2.00
11–12	3.25	2.00
12–13	2.75	2.00
13–14	2.50	1.80
14–15	2.50	1.60
15–16	2.25	1.50
16–17	2.25	1.40
17–18	2.00	1.30
18–19	2.00	1.20
19–20	1.50	1.00
20 and over	1.50	0.50

The member is assumed to receive the greater of a refund of member contributions or the present value of a deferred retirement benefit.

No termination is assumed after a member is first assumed to retire.

### **Retirement rates (prior assumption)**

## Retirement Rates (%) - General

Age	Tier 1 Enhanced: Less than 30 Years of Service	Tier 1 Enhanced: 30 or More Years of Service	Tier 3 Enhanced: Less than 30 Years of Service	Tier 3 Enhanced: 30 or More Years of Service	Tier 1 Non-Enhanced	Tier 4 and Tier 5
49	0.00	0.00	0.00	25.00	0.00	0.00
50	4.00	10.00	4.00	10.00	3.00	0.00
51	4.00	10.00	3.00	5.00	3.00	0.00
52	4.00	10.00	3.00	5.00	3.00	2.00
53	4.00	10.00	4.00	5.00	3.00	3.00
54	10.00	16.00	6.00	11.00	3.00	3.00
55	15.00	24.00	8.00	15.00	10.00	4.00
56	15.00	24.00	8.00	10.00	10.00	5.00
57	15.00	24.00	8.00	10.00	10.00	6.00
58	15.00	22.00	9.00	15.00	10.00	6.00
59	18.00	22.00	10.00	15.00	10.00	8.00
60	20.00	20.00	12.00	15.00	25.00	8.00
61	20.00	20.00	16.00	20.00	15.00	12.00
62	25.00	30.00	20.00	25.00	40.00	15.00
63	25.00	30.00	20.00	25.00	35.00	17.00
64	25.00	30.00	25.00	28.00	30.00	20.00
65	35.00	35.00	30.00	32.00	40.00	25.00
66	40.00	40.00	32.00	32.00	35.00	25.00
67	40.00	40.00	30.00	30.00	35.00	25.00
68	40.00	40.00	30.00	30.00	35.00	25.00
69	40.00	40.00	30.00	30.00	35.00	25.00
70	40.00	40.00	35.00	35.00	40.00	35.00
71	35.00	35.00	35.00	35.00	40.00	35.00
72	35.00	35.00	35.00	35.00	40.00	35.00
73	35.00	35.00	35.00	35.00	50.00	35.00
74	35.00	35.00	35.00	35.00	50.00	35.00
75 and over	100.00	100.00	100.00	100.00	100.00	100.00

Retirement Rates (%) — Safety

Age	Tier A Enhanced: Less than 30 Years of Service	Tier A Enhanced: 30 or More Years of Service	Tier C Enhanced	Tier A Non- Enhanced and Tier D and Tier E
45	7.00	7.00	2.00	0.00
46	5.00	5.00	1.00	0.00
47	7.00	7.00	4.00	0.00
48	10.00	30.00	4.00	0.00
49	22.00	30.00	12.00	0.00
50	22.00	30.00	20.00	5.00
51	22.00	22.00	18.00	4.00
52	16.00	20.00	15.00	4.00
53	16.00	22.00	15.00	5.00
54	16.00	24.00	18.00	6.00
55	16.00	30.00	18.00	15.00
56	18.00	30.00	15.00	15.00
57	18.00	30.00	15.00	15.00
58	20.00	35.00	25.00	15.00
59	20.00	35.00	25.00	20.00
60	20.00	35.00	25.00	20.00
61	20.00	35.00	25.00	20.00
62	20.00	35.00	25.00	20.00
63	25.00	35.00	30.00	20.00
64	35.00	35.00	35.00	25.00
65 and over	100.00	100.00	100.00	100.00

#### **Inactive members (prior assumption)**

#### Current and Future Inactive Member Assumptions

Category	% of Future <sup>1</sup> Deferred Vested Members	Annual Salary Increases from Separation Date	Retirement Age
General with reciprocity	40%	3.50%	60
General without reciprocity	60%	N/A	60
Safety with reciprocity	70%	4.00%	53
Safety without reciprocity	30%	N/A	51

#### **Unknown data for members (prior assumption)**

- Same as those exhibited by members with similar known characteristics.
- If not specified, members are assumed to be male.

### Spousal assumptions (prior assumption)

### Current Active and Inactive Member Spousal Assumptions

Member Gender	% with Spouse at Retirement or Pre-Retirement Death	Spouse Age	Spouse Gender
Male member	65%	3 years younger than member	Female
Female member	50%	2 years older than member	Male



<sup>1</sup> CCCERA provides the reciprocity status for current deferred vested members in the valuation census data.

**Leave cashout (prior assumption)** 

General Tier 1, Tier 2 and Tier 3 & Safety Tier A and Tier C

### Leave Cashout as Percentage of Final Average Pay

Cost Group	Leave Cashout
Cost Group 1	1.00%
Cost Group 2	0.50% for Tier 2 0.75% for Tier 3
Cost Group 3	5.25%
Cost Group 4	1.00%
Cost Group 5	1.00%
Cost Group 6	0.00%
Cost Group 7	0.50%
Cost Group 8	0.25%
Cost Group 9	0.00%
Cost Group 10	0.25%
Cost Group 11	3.00%
Cost Group 12	1.75%
Withdrawn Employers	0.00%

General Tier 4 and Tier 5 & Safety Tier D and Tier E None.

Service from accumulated sick leave (prior assumption)

#### Additional Service Converted from Accumulated Sick Leave

Retirement Type and Membership Group	Converted Sick Leave as % of Service at Retirement
Service Retirements	
General	1.00%
Safety	1.70%
Disability Retirements	
General	0.06%
Safety	1.00%

Pursuant to Section 31641.01, the cost of this benefit for the non-PEPRA tiers will be charged only to employers and will not affect member contribution rates.

## **Exhibit 2: Summary of Plan provisions**

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions. If the Association should find the plan summary not in accordance with the actual provisions, the Association should alert the actuary so they can both be sure the proper provisions are valued.

### Plan year

January 1 through December 31

### Membership eligibility

Membership with CCCERA begins on the first day of the month following your employment in an eligible position by the County or a participating employer.

Membership Tier	Plan Provision
General Tier 1	<ul> <li>General members hired before July 1, 1980 who elected not to transfer to Tier 2.</li> <li>Certain General members with membership dates before January 1, 2013 hired by specific employers who did not adopt Tier 2 are placed in Tier 1.</li> </ul>
General Tier 2	<ul> <li>Most General members hired on or after August 1, 1980 and all General members hired before July 1, 1980 and elected to transfer to Tier 2.</li> </ul>
	<ul> <li>Effective October 1, 2002, for the County, Tier 2 was eliminated and all County employees (excluding CNA employees) in Tier 2 were placed in Tier 3.</li> </ul>
	<ul> <li>Effective January 1, 2005, all CNA employees in Tier 2 were placed in Tier 3.</li> </ul>
General Tier 3	<ul> <li>General members with membership dates before January 1, 2013 who were not placed in Tier 1 are placed in Tier 3.</li> </ul>
General Tier 4 and Tier 5	<ul> <li>General members with membership dates on or after January 1, 2013 hired by specific employers who did not adopt Tier 2 are placed in Tier 4.</li> </ul>
	<ul> <li>All other General members with membership dates on or after January 1, 2013 are placed in Tier 5.</li> </ul>
	<ul> <li>These members are designated as PEPRA members and are subject to the provisions of California Government Code 7522 et. seq.</li> </ul>
Safety Tier A and Tier C	Safety members with membership dates before January 1, 2013.
	<ul> <li>County Sheriff's Department Safety members hired on or after January 1, 2007, but before January 1, 2013 are placed in Safety Tier C Enhanced.</li> </ul>

**Final Compensation and Service** 

Safety Tier D and Tier E

- Safety members with membership dates on or after January 1, 2013.
- Safety members from certain bargaining units are placed in Safety Tier E.
- These members are designated as PEPRA members and are subject to the provisions of California Government Code 7522 et. seq.

**Plan Provision** 

accumulated sick leave as of the date of retirement. (§31641.01) (Yrs)

portion of the General Tier 2 benefit formula.

A maximum of 30 years of service (Yrs30) is used in the Social Security offset

### Final average compensation and service for benefit determination

Final average compensation General Tier 1 and Tier 3 (non-disability) & Safety Tier A Highest consecutive 12 months of compensation earnable. (§31462.1) (FAS1) General Tier 2 and Tier 3 (disability) & Safety Tier C Highest consecutive 36 months of compensation earnable. (§31462) (FAS3) General Tier 4 and Tier 5 & Safety Tier D and Tier E Highest consecutive 36 months of pensionable compensation. (§7522.10(c), §7522.32 and §7522.34) (FAS3) Compensation limit General Tier 1, Tier 2 and Tier 3 & Safety Tier A and Tier C For members with membership dates on or after January 1, 1996, compensation earnable is limited to Internal Revenue Code Section 401(a)(17). The limit is \$350,000 for calendar year 2025 and is indexed for inflation on an annual basis. General Tier 4 and Tier 5 & Safety Tier D and Tier E For members with membership dates on or after January 1, 2013, pensionable compensation is limited to California Government Code 7522.10(c). The limit is \$155,081 for calendar year 2025 (\$186,096, if not enrolled in Social Security) and is indexed for inflation on an annual basis. Social Security primary insurance amount General Tier 2 Estimated Social Security award at age 62 assuming level future earnings. (PIA) **Service** Years of service are generally based on a member's employment during a period All members of time for which deductions are made from their compensation. Includes

### Service retirement benefits

Provision by Tier	Service Retirement Plan Provision
Eligibility	
General Tier 1, Tier 2, and Tier 3	Age 50 with 10 years of service, or age 70 regardless of service or after 30 years of service regardless of age. (§31672)
General Tier 4 and Tier 5	Age 52 with 5 years of service or age 70 regardless of service. (§7522.20(a) and §31672.3)
Safety Tier A and Tier C	Age 50 with 10 years of service, or age 70 regardless of service or after 20 years of service regardless of age. (§31663.25)
Safety Tier D and Tier E	Age 50 with 5 years of service or age 70 regardless of service. (§7522.25(a)) and §31672.3)
Benefit amount	
All members	The benefit formula for all members varies by membership tier and retirement age. See the tables below and on the following pages for a selection of benefit formulas at various ages for each membership tier.
Maximum benefit	
General Tier 1 and Tier 3 & Safety Tier A and Tier C	100% of final compensation. (§31676.11, §31676.16, §31664, §31664.1)
General Tier 2, Tier 4 and Tier 5 & Safety Tier D and Tier E	None.

#### Service retirement benefit formula (sample ages)

The offsets shown in all benefit formulas only apply to members integrated with Social Security.

Tier and Retirement Age	Service Retirement Benefit Formula by Tier
General Tier 1 (Non-Enhanced) (§31676.11)	
50	1.24% × (FAS1 – \$1,400) × Yrs
55	1.67% × (FAS1 – \$1,400) × Yrs
60	2.18% × (FAS1 – \$1,400) × Yrs
62	2.35% × (FAS1 – \$1,400) × Yrs
65 and over	2.61% × (FAS1 – \$1,400) × Yrs

Tier and Retirement Age	Service Retirement Benefit Formula by Tier
General Tier 1 and Tier 3 (Enhanced) (§31676.16)	
50	1.43% × (FAS1 – \$1,400) × Yrs
55	2.00% × (FAS1 – \$1,400) × Yrs
60	2.26% × (FAS1 – \$1,400) × Yrs
62	2.37% × (FAS1 – \$1,400) × Yrs
65 and over	2.42% × (FAS1 – \$1,400) × Yrs
General Tier 2 (§31752)	
50	0.83% × FAS3 × Yrs – 0.57% × Yrs30 × PIA
55	1.13% × FAS3 × Yrs – 0.87% × Yrs30 × PIA
60	1.43% × FAS3 × Yrs – 1.37% × Yrs30 × PIA
62	1.55% × FAS3 × Yrs – 1.67% × Yrs30 × PIA
65 and over	1.73% × FAS3 × Yrs – 1.67% × Yrs30 × PIA
General Tier 4 and Tier 5 (§7522.20(a))	
52	1.00% × FAS3 × Yrs
55	1.30% × FAS3 × Yrs
60	1.80% × FAS3 × Yrs
62	2.00% × FAS3 × Yrs
65	2.30% × FAS3 × Yrs
67 and over	2.50% × FAS3 × Yrs
Safety Tier A (Non-Enhanced) (§31664)	
50	2.00% × FAS1 × Yrs
55 and over	2.62% × FAS1 × Yrs
Safety Tier A (Enhanced) (§31664.1)	
50 and over	3.00% × FAS1 × Yrs
Safety Tier C (Enhanced) (§31664.1)	
50 and over	3.00% × FAS3 × Yrs

Tier and Retirement Age	Service Retirement Benefit Formula by Tier
Safety Tier D and Tier E (§7522.25(d))	
50	2.00% × FAS3 × Yrs
55	2.50% × FAS3 × Yrs
57 and over	2.70% × FAS3 × Yrs

### **Disability benefits**

### Non-service connected disability

Provision by Membership	Non-Service Connected Disability Plan Provision
Eligibility	
General Tier 1 and Tier 4 & Safety	Five years of service. (§31720)
General Tier 2, Tier 3 and Tier 5	Ten years of service. (§31720.1)
Benefit amount	
General Tier 1 and Tier 4	1.5% per year of service.
	If the benefit does not exceed one-third of final compensation, the service is projected to age 65, but the total projected benefit cannot be more than one-third of final compensation. (§31727)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
General Tier 2, Tier 3 and Tier 5	40% of final compensation plus 10% of final compensation used in the benefit determination for each minor child (maximum of three). (§31727.01)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
Safety	1.8% per year of service.
	If the benefit does not exceed one-third of final compensation, the service is projected to age 55, but the total projected benefit cannot be more than one-third of final compensation. (§31727.2)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
Offset	
General Tier 1 and Tier 4 & Safety	None.

General Tier 2, Tier 3 and Tier 5

Disability benefits are offset by other plans of the employer except Workers Compensation and Social Security.

### Service connected disability

Provision by Membership	Service Connected Disability Plan Provision
Eligibility	
All members	No age or service requirements. (§31720)
Benefit amount	
General Tier 1 and Tier 4 & Safety	50% of the final compensation. (§31727.4)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
General Tier 2, Tier 3 and Tier 5	40% of final compensation plus 10% of final compensation for each minor child (maximum of three). (§31727.01)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
Offset	
General Tier 1 and Tier 4 & Safety	None.
General Tier 2, Tier 3 and Tier 5	Disability benefits are offset by other plans of the Employer except Workers Compensation and Social Security.

### Pre-retirement death benefits

#### Basic death benefit

Provision by Tier	Basic Death Benefit Plan Provision
Eligibility	
All members	None.
Benefit amount	
General Tier 1, Tier 3, Tier 4 and Tier 5 & Safety	Refund of employee contributions with interest, plus one month's compensation for each year of service, to a maximum of six month's compensation. (§31781)

General Tier 2	Refund of employee contributions with interest, plus \$2,000 lump sum benefit offset by any
	Social Security payment. (§31781.01)

#### Optional death allowance

Provision by Tier	Optional Death Allowance Plan Provision
Eligibility	
General Tier 1 and Tier 4 & Safety	Five years of service.
General Tier 2, Tier 3 and Tier 5	Ten years of service.
Benefit amount (non-service connected death)	
All members	Option 2 (100% continuance) of non-service connected disability benefit (or service retirement benefit, if eligible) payable to designated beneficiary.
Benefit amount (service-connected death)	
General Tier 1, Tier 3, Tier 4 and Tier 5 & Safety	50% of final compensation payable to spouse. (§31787)
	If the member is eligible to receive a service retirement benefit, 100% of the service retirement benefit will be paid if greater than the above.
General Tier 2	60% of service or disability retirement benefit (minimum benefit is 24% of final compensation) plus, for each minor child, 10% of the allowance otherwise paid to the member.
	Family benefit has a minimum of $60\%$ of the member's allowance and a maximum of $100\%$ of member's allowance.

### Post-retirement death benefits

### Service retirement or non-service connected disability retirement

Provision by Tier	Post-Retirement Death (Service Retirement or Non-Service Connected Disability Retirement) Benefit Plan Provision
General Tier 1, Tier 3, Tier 4 and Tier 5 & Safety	<ul> <li>Unless another option was selected at retirement, 60% of member's unmodified allowance continues to eligible spouse.</li> </ul>
	<ul> <li>An eligible spouse is a surviving spouse who was married to the member at least one year prior to the member's retirement or at least two years prior to the date of death and has attained age 55 on or prior to the date of death. (§31760.2)</li> </ul>



	<ul> <li>An additional lump sum benefit of \$5,000 is payable to the member's beneficiary.</li> <li>(§31789.5)</li> </ul>
General Tier 2	<ul> <li>Unless another option was selected at retirement, 60% of member's unmodified allowance continues to eligible spouse plus 20% of allowance to each minor child. (§31789.11)</li> </ul>
	<ul> <li>Maximum benefit is 100% of allowance.</li> </ul>
	<ul> <li>An additional lump sum benefit of \$5,000 (§31789.5) plus \$2,000 less any Social Security lump sum payment (§31789.01) are payable to the member's beneficiary.</li> </ul>

### **Service connected disability**

Provision by Tier	Post-Retirement Death (Service Connected Disability Retirement) Benefit Plan Provision
General Tier 1, Tier 3, Tier 4 and Tier 5 & Safety	<ul> <li>Unless another option was selected at retirement, 100% of member's allowance continued to eligible spouse. (§31786)</li> </ul>
	<ul> <li>An additional lump sum benefit of \$5,000 is payable to the member's beneficiary.</li> <li>(§31789.5)</li> </ul>
General Tier 2	<ul> <li>Unless another option was selected at retirement, 60% of member's unmodified allowance continues to eligible spouse plus 20% of allowance to each minor child. (§31789.11)</li> </ul>
	<ul> <li>Maximum benefit is 100% of allowance.</li> </ul>
	<ul> <li>An additional lump sum benefit of \$5,000 (§31789.5) plus \$2,000 less any Social Security lump sum payment (§31789.01) are payable to the member's beneficiary.</li> </ul>

### Withdrawal benefits

Provision by Tier	Withdrawal Benefit Plan Provision
Eligibility	
All members	No age or service requirements.
Vested members	Five years of service
Benefit amount	
All members	Refund of accumulated employee contributions with interest or earned benefit at age 70. (§31628)
Vested members	If contributions left on deposit, entitled to earned benefits commencing at any time after eligible to retire. (§31700)

### Post-retirement cost-of-living adjustments

Provision by Tier	Post-Retirement Cost-of-Living Adjustment Plan Provision
General Tier 1, Tier 3 (non-disability), Tier 4 and Tier 5 (non-disability) & Safety Tier A and Tier D	Future changes based on Consumer Price Index to a maximum of 3% per year, excess "banked".
General Tier 2, Tier 3 (disability) and Tier 5 (disability)	Future changes based on Consumer Price Index to a maximum of 4% per year, excess "banked".
General Tier 4 and Tier 5 (under certain MOUs) & Safety Tier C and Tier E	Future changes based on Consumer Price Index to a maximum of 2% per year, excess "banked".

Member Contribution Plan Provision

#### **Member contributions**

Please refer to Section 4, Exhibit 3 for specific rates.

**Provision by Tier** 

Provision by their	Member Contribution Plan Provision			
General Tier 1 and Tier 3 (Non-Enhanced)				
Basic contributions	Entry-age based rates that provide for one-half of the §31676.11 benefit payable at age 55.			
Cost-of-living contributions	Entry-age based rates that provide for one-half of future cost-of-living costs.			
General Tier 1 and Tier 3 (Enhanced)				
Basic contributions	Entry-age based rates that provide for an annuity at age 60 equal to 1/120 of FAS1.			
Cost-of-living contributions	Entry-age based rates that provide for one-half of future cost-of-living costs.			
General Tier 4 and Tier 5				
Contributions	50% of the total normal cost rate.			
Safety Tier A (Non-Enhanced)				
Basic contributions	Entry-age based rates that provide for one-half of the §31664 benefit payable at age 50.			
Cost-of-living contributions	Entry-age based rates that provide for one-half of future cost-of-living costs.			
Safety Tier A (Enhanced)				
Basic contributions	Entry-age based rates that provide for an annuity at age 50 equal to 1/100 of FAS1.			
Cost-of-living contributions	Entry-age based rates that provide for one-half of future cost-of-living costs.			
Safety Tier C (Enhanced)				
Basic contributions	Entry-age based rates that provide for an annuity at age 50 equal to 1/100 of FAS3.			

Cost-of-living contributions	Entry-age based rates that provide for one-half of future cost-of-living costs.
Safety Tier D and Tier E	
Contributions	50% of the total normal cost rate.

#### Other information

- Transfers from Tier 1 to Tier 2 were made on an individual voluntary irrevocable basis.
  - Credit is given under Tier 2 for future service only.
  - The cost-of-living adjustment maximum is 4% only for the credit under Tier 2.
  - Transferred Tier 2 members keep the five-year requirement for non-service connected disability.
- Those who were members on or before March 7, 1973 and Safety members with membership dates on or before January 1, 2013 will be exempt from paying member contributions after 30 years of service.

### Plan provisions not valued

- Additional \$5,000 lump sum post-retirement death benefit (except for \$2,000 for General Tier 2 members paid out of the valuation value of assets) payable to a member's beneficiary.
  - This benefit is paid from a reserve that is not included in the valuation value of assets and is subject at all times to the availability of funds.

### **Changes in Plan provisions**

The following change in Plan Provisions has been reflected in the current valuation.

As part of the annexation of Rodeo-Hercules Fire Protection District (RHFPD) into Contra Costa County Fire Protection District (CCCFPD), RHFPD members covered under Safety Tier A Non-enhanced have been moved to CCCFPD Safety Tier A Enhanced and receive Tier A enhanced benefit for future service only effective July 1, 2025.

Also, we understand that RHFPD's members will be governed by CCCFPD's employment rules after the annexation and some members in the PEPRA 3% COLA tier may be changed to the PEPRA 2% COLA tier based on their membership dates. The actual PEPRA tier assignments for the RHFPD PEPRA members will be reflected in the December 31, 2025 valuation when the actual tier assignments are provided.

### **Exhibit 3: Member contribution rates**

Cost Group 1 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
15	3.88%	5.55%	1.82%	2.73%	5.70%	8.28%
16	3.96%	5.68%	1.87%	2.80%	5.83%	8.48%
17	4.05%	5.81%	1.91%	2.87%	5.96%	8.68%
18	4.14%	5.94%	1.96%	2.94%	6.10%	8.88%
19	4.20%	6.04%	2.00%	3.00%	6.20%	9.04%
20	4.28%	6.15%	2.04%	3.06%	6.32%	9.21%
21	4.34%	6.25%	2.07%	3.11%	6.41%	9.36%
22	4.42%	6.37%	2.12%	3.18%	6.54%	9.55%
23	4.50%	6.48%	2.16%	3.24%	6.66%	9.72%
24	4.57%	6.59%	2.20%	3.30%	6.77%	9.89%
25	4.65%	6.71%	2.24%	3.36%	6.89%	10.07%
26	4.73%	6.83%	2.29%	3.43%	7.02%	10.26%
27	4.81%	6.95%	2.33%	3.49%	7.14%	10.44%
28	4.89%	7.07%	2.37%	3.56%	7.26%	10.63%
29	4.98%	7.20%	2.42%	3.63%	7.40%	10.83%
30	5.06%	7.33%	2.47%	3.70%	7.53%	11.03%
31	5.15%	7.46%	2.51%	3.77%	7.66%	11.23%
32	5.24%	7.59%	2.56%	3.84%	7.80%	11.43%
33	5.33%	7.73%	2.61%	3.92%	7.94%	11.65%
34	5.42%	7.87%	2.66%	3.99%	8.08%	11.86%
35	5.52%	8.01%	2.71%	4.07%	8.23%	12.08%
36	5.61%	8.15%	2.76%	4.14%	8.37%	12.29%
37	5.71%	8.30%	2.82%	4.23%	8.53%	12.53%
38	5.82%	8.46%	2.87%	4.31%	8.69%	12.77%
39	5.91%	8.60%	2.93%	4.39%	8.84%	12.99%
40	6.01%	8.75%	2.98%	4.47%	8.99%	13.22%

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
41	6.12%	8.91%	3.04%	4.56%	9.16%	13.47%
42	6.21%	9.05%	3.09%	4.63%	9.30%	13.68%
43	6.31%	9.20%	3.14%	4.71%	9.45%	13.91%
44	6.39%	9.32%	3.19%	4.78%	9.58%	14.10%
45	6.48%	9.45%	3.23%	4.85%	9.71%	14.30%
46	6.57%	9.59%	3.29%	4.93%	9.86%	14.52%
47	6.68%	9.75%	3.34%	5.01%	10.02%	14.76%
48	6.78%	9.90%	3.40%	5.10%	10.18%	15.00%
49	6.85%	10.01%	3.44%	5.16%	10.29%	15.17%
50	6.94%	10.15%	3.49%	5.23%	10.43%	15.38%
51	7.03%	10.28%	3.53%	5.30%	10.56%	15.58%
52	7.14%	10.44%	3.59%	5.39%	10.73%	15.83%
53	7.23%	10.58%	3.65%	5.47%	10.88%	16.05%
54	7.34%	10.75%	3.71%	5.56%	11.05%	16.31%
55	7.45%	10.91%	3.76%	5.64%	11.21%	16.55%
56	7.49%	10.97%	3.79%	5.68%	11.28%	16.65%
57	7.48%	10.95%	3.78%	5.67%	11.26%	16.62%
58	7.44%	10.89%	3.75%	5.63%	11.19%	16.52%
59 and over	7.27%	10.64%	3.67%	5.50%	10.94%	16.14%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 1.25%

COLA loading factor: 54.38%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 2 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
15	3.86%	5.53%	1.56%	2.34%	5.42%	7.87%
16	3.94%	5.65%	1.60%	2.40%	5.54%	8.05%
17	4.03%	5.78%	1.64%	2.46%	5.67%	8.24%
18	4.12%	5.91%	1.68%	2.52%	5.80%	8.43%
19	4.18%	6.01%	1.71%	2.57%	5.89%	8.58%
20	4.26%	6.12%	1.75%	2.62%	6.01%	8.74%
21	4.33%	6.23%	1.78%	2.67%	6.11%	8.90%
22	4.40%	6.34%	1.81%	2.72%	6.21%	9.06%
23	4.48%	6.45%	1.85%	2.77%	6.33%	9.22%
24	4.55%	6.56%	1.88%	2.82%	6.43%	9.38%
25	4.63%	6.68%	1.92%	2.88%	6.55%	9.56%
26	4.71%	6.80%	1.96%	2.94%	6.67%	9.74%
27	4.79%	6.92%	1.99%	2.99%	6.78%	9.91%
28	4.87%	7.04%	2.03%	3.05%	6.90%	10.09%
29	4.96%	7.17%	2.07%	3.11%	7.03%	10.28%
30	5.04%	7.29%	2.11%	3.17%	7.15%	10.46%
31	5.12%	7.42%	2.15%	3.23%	7.27%	10.65%
32	5.22%	7.56%	2.19%	3.29%	7.41%	10.85%
33	5.30%	7.69%	2.23%	3.35%	7.53%	11.04%
34	5.40%	7.84%	2.28%	3.42%	7.68%	11.26%
35	5.50%	7.98%	2.33%	3.49%	7.83%	11.47%
36	5.59%	8.12%	2.37%	3.56%	7.96%	11.68%
37	5.69%	8.27%	2.42%	3.63%	8.11%	11.90%
38	5.79%	8.42%	2.47%	3.70%	8.26%	12.12%
39	5.89%	8.57%	2.51%	3.77%	8.40%	12.34%
40	5.99%	8.72%	2.56%	3.84%	8.55%	12.56%

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
41	6.09%	8.87%	2.61%	3.91%	8.70%	12.78%
42	6.18%	9.01%	2.65%	3.97%	8.83%	12.98%
43	6.28%	9.16%	2.69%	4.04%	8.97%	13.20%
44	6.36%	9.28%	2.73%	4.10%	9.09%	13.38%
45	6.45%	9.41%	2.77%	4.16%	9.22%	13.57%
46	6.54%	9.55%	2.81%	4.22%	9.35%	13.77%
47	6.64%	9.70%	2.87%	4.30%	9.51%	14.00%
48	6.75%	9.86%	2.91%	4.37%	9.66%	14.23%
49	6.83%	9.98%	2.95%	4.43%	9.78%	14.41%
50	6.91%	10.10%	2.99%	4.48%	9.90%	14.58%
51	7.00%	10.24%	3.03%	4.55%	10.03%	14.79%
52	7.11%	10.40%	3.08%	4.62%	10.19%	15.02%
53	7.22%	10.56%	3.13%	4.70%	10.35%	15.26%
54	7.30%	10.69%	3.17%	4.76%	10.47%	15.45%
55	7.40%	10.83%	3.21%	4.82%	10.61%	15.65%
56	7.46%	10.92%	3.25%	4.87%	10.71%	15.79%
57	7.49%	10.97%	3.26%	4.89%	10.75%	15.86%
58	7.46%	10.92%	3.25%	4.87%	10.71%	15.79%
59 and over	7.09%	10.37%	3.07%	4.61%	10.16%	14.98%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.75%

COLA loading factor: 46.84%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 3 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	5.76%	2.77%	8.53%
16	5.89%	2.84%	8.73%
17	6.02%	2.91%	8.93%
18	6.16%	2.99%	9.15%
19	6.27%	3.04%	9.31%
20	6.38%	3.10%	9.48%
21	6.49%	3.16%	9.65%
22	6.61%	3.22%	9.83%
23	6.72%	3.28%	10.00%
24	6.84%	3.35%	10.19%
25	6.96%	3.41%	10.37%
26	7.09%	3.48%	10.57%
27	7.21%	3.54%	10.75%
28	7.34%	3.61%	10.95%
29	7.47%	3.68%	11.15%
30	7.60%	3.75%	11.35%
31	7.74%	3.82%	11.56%
32	7.88%	3.90%	11.78%
33	8.02%	3.97%	11.99%
34	8.17%	4.05%	12.22%
35	8.32%	4.13%	12.45%
36	8.47%	4.21%	12.68%
37	8.62%	4.29%	12.91%
38	8.78%	4.38%	13.16%
39	8.93%	4.46%	13.39%
40	9.08%	4.53%	13.61%

Entry Age	Basic	COLA	Total
41	9.24%	4.62%	13.86%
42	9.39%	4.70%	14.09%
43	9.54%	4.78%	14.32%
44	9.67%	4.85%	14.52%
45	9.80%	4.92%	14.72%
46	9.95%	5.00%	14.95%
47	10.11%	5.08%	15.19%
48	10.26%	5.16%	15.42%
49	10.38%	5.22%	15.60%
50	10.51%	5.29%	15.80%
51	10.64%	5.36%	16.00%
52	10.79%	5.44%	16.23%
53	10.95%	5.53%	16.48%
54	11.11%	5.61%	16.72%
55	11.23%	5.68%	16.91%
56	11.28%	5.70%	16.98%
57	11.24%	5.68%	16.92%
58	11.10%	5.61%	16.71%
59 and over	10.53%	5.30%	15.83%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 5.50%

COLA loading factor: 53.04%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 4 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
15	3.90%	5.58%	1.76%	2.64%	5.66%	8.22%
16	3.98%	5.70%	1.81%	2.71%	5.79%	8.41%
17	4.06%	5.83%	1.85%	2.77%	5.91%	8.60%
18	4.15%	5.96%	1.89%	2.84%	6.04%	8.80%
19	4.22%	6.07%	1.93%	2.90%	6.15%	8.97%
20	4.29%	6.17%	1.97%	2.95%	6.26%	9.12%
21	4.36%	6.28%	2.01%	3.01%	6.37%	9.29%
22	4.44%	6.39%	2.05%	3.07%	6.49%	9.46%
23	4.52%	6.51%	2.09%	3.13%	6.61%	9.64%
24	4.59%	6.62%	2.13%	3.19%	6.72%	9.81%
25	4.67%	6.74%	2.17%	3.25%	6.84%	9.99%
26	4.75%	6.86%	2.21%	3.31%	6.96%	10.17%
27	4.83%	6.98%	2.25%	3.38%	7.08%	10.36%
28	4.91%	7.10%	2.29%	3.44%	7.20%	10.54%
29	5.00%	7.23%	2.34%	3.51%	7.34%	10.74%
30	5.08%	7.36%	2.38%	3.57%	7.46%	10.93%
31	5.17%	7.49%	2.43%	3.64%	7.60%	11.13%
32	5.26%	7.63%	2.48%	3.72%	7.74%	11.35%
33	5.35%	7.76%	2.52%	3.78%	7.87%	11.54%
34	5.44%	7.90%	2.57%	3.86%	8.01%	11.76%
35	5.54%	8.05%	2.63%	3.94%	8.17%	11.99%
36	5.64%	8.19%	2.67%	4.01%	8.31%	12.20%
37	5.74%	8.34%	2.73%	4.09%	8.47%	12.43%
38	5.84%	8.49%	2.78%	4.17%	8.62%	12.66%
39	5.94%	8.64%	2.83%	4.24%	8.77%	12.88%
40	6.04%	8.79%	2.88%	4.32%	8.92%	13.11%

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
41	6.14%	8.94%	2.93%	4.40%	9.07%	13.34%
42	6.24%	9.09%	2.99%	4.48%	9.23%	13.57%
43	6.34%	9.24%	3.04%	4.56%	9.38%	13.80%
44	6.42%	9.36%	3.08%	4.62%	9.50%	13.98%
45	6.50%	9.49%	3.13%	4.69%	9.63%	14.18%
46	6.60%	9.63%	3.17%	4.76%	9.77%	14.39%
47	6.70%	9.79%	3.23%	4.85%	9.93%	14.64%
48	6.80%	9.94%	3.29%	4.93%	10.09%	14.87%
49	6.89%	10.07%	3.33%	4.99%	10.22%	15.06%
50	6.97%	10.19%	3.37%	5.06%	10.34%	15.25%
51	7.06%	10.33%	3.42%	5.13%	10.48%	15.46%
52	7.16%	10.48%	3.47%	5.21%	10.63%	15.69%
53	7.26%	10.63%	3.53%	5.29%	10.79%	15.92%
54	7.36%	10.78%	3.57%	5.36%	10.93%	16.14%
55	7.48%	10.95%	3.63%	5.45%	11.11%	16.40%
56	7.52%	11.01%	3.66%	5.49%	11.18%	16.50%
57	7.52%	11.02%	3.66%	5.49%	11.18%	16.51%
58	7.42%	10.87%	3.61%	5.41%	11.03%	16.28%
59 and over	7.24%	10.59%	3.51%	5.27%	10.75%	15.86%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 1.75%

COLA loading factor: 52.34%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 5 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	5.53%	3.09%	8.62%
16	5.65%	3.17%	8.82%
17	5.78%	3.25%	9.03%
18	5.91%	3.33%	9.24%
19	6.01%	3.39%	9.40%
20	6.12%	3.46%	9.58%
21	6.23%	3.53%	9.76%
22	6.34%	3.60%	9.94%
23	6.45%	3.66%	10.11%
24	6.56%	3.73%	10.29%
25	6.68%	3.81%	10.49%
26	6.80%	3.88%	10.68%
27	6.92%	3.95%	10.87%
28	7.04%	4.03%	11.07%
29	7.17%	4.11%	11.28%
30	7.29%	4.18%	11.47%
31	7.42%	4.26%	11.68%
32	7.56%	4.35%	11.91%
33	7.69%	4.43%	12.12%
34	7.84%	4.52%	12.36%
35	7.98%	4.61%	12.59%
36	8.12%	4.70%	12.82%
37	8.27%	4.79%	13.06%
38	8.42%	4.88%	13.30%
39	8.57%	4.98%	13.55%
40	8.72%	5.07%	13.79%

Entry Age	Basic	COLA	Total
41	8.87%	5.16%	14.03%
42	9.01%	5.25%	14.26%
43	9.16%	5.34%	14.50%
44	9.28%	5.42%	14.70%
45	9.41%	5.50%	14.91%
46	9.55%	5.58%	15.13%
47	9.70%	5.68%	15.38%
48	9.86%	5.77%	15.63%
49	9.98%	5.85%	15.83%
50	10.10%	5.92%	16.02%
51	10.24%	6.01%	16.25%
52	10.40%	6.11%	16.51%
53	10.56%	6.21%	16.77%
54	10.69%	6.29%	16.98%
55	10.83%	6.37%	17.20%
56	10.92%	6.43%	17.35%
57	10.97%	6.46%	17.43%
58	10.92%	6.43%	17.35%
59 and over	10.37%	6.09%	16.46%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.75%

COLA loading factor: 61.89%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 6 (General) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
15	4.44%	6.39%	1.73%	2.59%	6.17%	8.98%
16	4.51%	6.50%	1.76%	2.64%	6.27%	9.14%
17	4.58%	6.61%	1.79%	2.68%	6.37%	9.29%
18	4.66%	6.73%	1.83%	2.74%	6.49%	9.47%
19	4.74%	6.85%	1.86%	2.79%	6.60%	9.64%
20	4.82%	6.97%	1.89%	2.84%	6.71%	9.81%
21	4.90%	7.09%	1.93%	2.90%	6.83%	9.99%
22	4.99%	7.22%	1.97%	2.95%	6.96%	10.17%
23	5.08%	7.35%	2.01%	3.01%	7.09%	10.36%
24	5.16%	7.48%	2.05%	3.07%	7.21%	10.55%
25	5.26%	7.62%	2.09%	3.13%	7.35%	10.75%
26	5.34%	7.75%	2.13%	3.19%	7.47%	10.94%
27	5.44%	7.89%	2.17%	3.25%	7.61%	11.14%
28	5.54%	8.04%	2.21%	3.31%	7.75%	11.35%
29	5.63%	8.18%	2.25%	3.38%	7.88%	11.56%
30	5.73%	8.33%	2.29%	3.44%	8.02%	11.77%
31	5.83%	8.48%	2.34%	3.51%	8.17%	11.99%
32	5.94%	8.64%	2.39%	3.58%	8.33%	12.22%
33	6.04%	8.80%	2.43%	3.65%	8.47%	12.45%
34	6.14%	8.95%	2.48%	3.72%	8.62%	12.67%
35	6.25%	9.11%	2.53%	3.79%	8.78%	12.90%
36	6.35%	9.26%	2.57%	3.85%	8.92%	13.11%
37	6.46%	9.42%	2.61%	3.92%	9.07%	13.34%
38	6.56%	9.57%	2.66%	3.99%	9.22%	13.56%
39	6.64%	9.70%	2.70%	4.05%	9.34%	13.75%
40	6.74%	9.84%	2.74%	4.11%	9.48%	13.95%

Entry Age	Basic First \$350	Basic Over \$350	COLA First \$350	COLA Over \$350	Total First \$350	Total Over \$350
41	6.83%	9.98%	2.78%	4.17%	9.61%	14.15%
42	6.94%	10.14%	2.83%	4.24%	9.77%	14.38%
43	7.04%	10.30%	2.87%	4.31%	9.91%	14.61%
44	7.13%	10.43%	2.91%	4.37%	10.04%	14.80%
45	7.22%	10.57%	2.95%	4.43%	10.17%	15.00%
46	7.31%	10.70%	2.99%	4.49%	10.30%	15.19%
47	7.43%	10.88%	3.05%	4.57%	10.48%	15.45%
48	7.53%	11.03%	3.09%	4.63%	10.62%	15.66%
49	7.64%	11.19%	3.14%	4.71%	10.78%	15.90%
50	7.76%	11.37%	3.19%	4.78%	10.95%	16.15%
51	7.81%	11.45%	3.21%	4.82%	11.02%	16.27%
52	7.83%	11.48%	3.22%	4.83%	11.05%	16.31%
53	7.76%	11.38%	3.19%	4.79%	10.95%	16.17%
54 and over	7.50%	10.99%	3.08%	4.62%	10.58%	15.61%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.00%

COLA loading factor: 44.14%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 7 (Safety) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	10.39%	6.77%	17.16%
16	10.39%	6.77%	17.16%
17	10.39%	6.77%	17.16%
18	10.39%	6.77%	17.16%
19	10.39%	6.77%	17.16%
20	10.39%	6.77%	17.16%
21	10.39%	6.77%	17.16%
22	10.56%	6.89%	17.45%
23	10.72%	7.00%	17.72%
24	10.89%	7.11%	18.00%
25	11.06%	7.23%	18.29%
26	11.22%	7.34%	18.56%
27	11.38%	7.45%	18.83%
28	11.54%	7.56%	19.10%
29	11.66%	7.64%	19.30%
30	11.78%	7.73%	19.51%
31	11.94%	7.84%	19.78%
32	12.09%	7.94%	20.03%
33	12.26%	8.05%	20.31%
34	12.40%	8.15%	20.55%
35	12.53%	8.24%	20.77%
36	12.69%	8.35%	21.04%
37	12.87%	8.47%	21.34%
38	13.05%	8.60%	21.65%
39	13.26%	8.74%	22.00%
40	13.46%	8.88%	22.34%

Entry Age	Basic	COLA	Total
41	13.66%	9.02%	22.68%
42	13.92%	9.19%	23.11%
43	14.14%	9.35%	23.49%
44	14.31%	9.46%	23.77%
45	14.38%	9.51%	23.89%
46	14.42%	9.54%	23.96%
47	14.41%	9.53%	23.94%
48	14.23%	9.41%	23.64%
49 and over	13.76%	9.09%	22.85%

Interest: 6.75 % per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.50%

COLA loading factor: 68.67%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 8 (Safety) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	10.37%	7.00%	17.37%
16	10.37%	7.00%	17.37%
17	10.37%	7.00%	17.37%
18	10.37%	7.00%	17.37%
19	10.37%	7.00%	17.37%
20	10.37%	7.00%	17.37%
21	10.37%	7.00%	17.37%
22	10.53%	7.11%	17.64%
23	10.69%	7.23%	17.92%
24	10.86%	7.35%	18.21%
25	11.03%	7.47%	18.50%
26	11.19%	7.58%	18.77%
27	11.35%	7.70%	19.05%
28	11.50%	7.80%	19.30%
29	11.63%	7.89%	19.52%
30	11.75%	7.98%	19.73%
31	11.90%	8.09%	19.99%
32	12.07%	8.21%	20.28%
33	12.23%	8.32%	20.55%
34	12.36%	8.41%	20.77%
35	12.50%	8.51%	21.01%
36	12.66%	8.63%	21.29%
37	12.84%	8.75%	21.59%
38	13.02%	8.88%	21.90%
39	13.22%	9.03%	22.25%
40	13.42%	9.17%	22.59%

Entry Age	Basic	COLA	Total
41	13.62%	9.31%	22.93%
42	13.87%	9.49%	23.36%
43	14.09%	9.64%	23.73%
44	14.24%	9.75%	23.99%
45	14.34%	9.82%	24.16%
46	14.36%	9.84%	24.20%
47	14.43%	9.89%	24.32%
48	14.09%	9.64%	23.73%
49 and over	13.80%	9.44%	23.24%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.20%

COLA loading factor: 71.12%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 9 (Safety) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	9.97%	4.25%	14.22%
16	9.97%	4.25%	14.22%
17	9.97%	4.25%	14.22%
18	9.97%	4.25%	14.22%
19	9.97%	4.25%	14.22%
20	9.97%	4.25%	14.22%
21	9.97%	4.25%	14.22%
22	10.12%	4.31%	14.43%
23	10.28%	4.38%	14.66%
24	10.43%	4.45%	14.88%
25	10.58%	4.52%	15.10%
26	10.73%	4.59%	15.32%
27	10.87%	4.65%	15.52%
28	11.00%	4.71%	15.71%
29	11.12%	4.76%	15.88%
30	11.26%	4.83%	16.09%
31	11.40%	4.89%	16.29%
32	11.54%	4.95%	16.49%
33	11.68%	5.01%	16.69%
34	11.81%	5.07%	16.88%
35	11.95%	5.14%	17.09%
36	12.11%	5.21%	17.32%
37	12.28%	5.28%	17.56%
38	12.45%	5.36%	17.81%
39	12.62%	5.44%	18.06%
40	12.82%	5.53%	18.35%

Entry Age	Basic	COLA	Total
41	13.01%	5.61%	18.62%
42	13.18%	5.69%	18.87%
43	13.27%	5.73%	19.00%
44	13.34%	5.76%	19.10%
45	13.31%	5.75%	19.06%
46	13.18%	5.69%	18.87%
47	12.90%	5.56%	18.46%
48	13.32%	5.75%	19.07%
49 and over	13.83%	5.98%	19.81%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.00%

COLA loading factor: 44.97%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.00%

assumed COLA.

Cost Group 10 (Safety) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	10.35%	6.67%	17.02%
16	10.35%	6.67%	17.02%
17	10.35%	6.67%	17.02%
18	10.35%	6.67%	17.02%
19	10.35%	6.67%	17.02%
20	10.35%	6.67%	17.02%
21	10.35%	6.67%	17.02%
22	10.51%	6.78%	17.29%
23	10.67%	6.89%	17.56%
24	10.84%	7.01%	17.85%
25	11.01%	7.12%	18.13%
26	11.17%	7.23%	18.40%
27	11.33%	7.34%	18.67%
28	11.49%	7.45%	18.94%
29	11.61%	7.53%	19.14%
30	11.73%	7.61%	19.34%
31	11.88%	7.71%	19.59%
32	12.04%	7.82%	19.86%
33	12.21%	7.94%	20.15%
34	12.34%	8.03%	20.37%
35	12.48%	8.12%	20.60%
36	12.64%	8.23%	20.87%
37	12.82%	8.35%	21.17%
38	12.99%	8.47%	21.46%
39	13.19%	8.61%	21.80%
40	13.39%	8.74%	22.13%

Entry Age	Basic	COLA	Total
41	13.61%	8.89%	22.50%
42	13.85%	9.05%	22.90%
43	14.06%	9.20%	23.26%
44	14.25%	9.33%	23.58%
45	14.34%	9.39%	23.73%
46	14.37%	9.41%	23.78%
47	14.34%	9.39%	23.73%
48	14.11%	9.23%	23.34%
49 and over	13.83%	9.04%	22.87%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 0.00%

COLA loading factor: 67.97%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Group 11 (Safety) — Member Contribution Rates (Membership before January 1, 2013) (% of Monthly Payroll)

Entry Age	Basic	COLA	Total
15	10.63%	7.18%	17.81%
16	10.63%	7.18%	17.81%
17	10.63%	7.18%	17.81%
18	10.63%	7.18%	17.81%
19	10.63%	7.18%	17.81%
20	10.63%	7.18%	17.81%
21	10.63%	7.18%	17.81%
22	10.80%	7.30%	18.10%
23	10.97%	7.42%	18.39%
24	11.14%	7.54%	18.68%
25	11.31%	7.66%	18.97%
26	11.48%	7.78%	19.26%
27	11.64%	7.90%	19.54%
28	11.80%	8.01%	19.81%
29	11.93%	8.10%	20.03%
30	12.05%	8.19%	20.24%
31	12.21%	8.30%	20.51%
32	12.37%	8.41%	20.78%
33	12.53%	8.53%	21.06%
34	12.67%	8.63%	21.30%
35	12.81%	8.73%	21.54%
36	12.98%	8.85%	21.83%
37	13.16%	8.98%	22.14%
38	13.33%	9.10%	22.43%
39	13.54%	9.25%	22.79%
40	13.74%	9.39%	23.13%

Entry Age	Basic	COLA	Total
41	13.95%	9.54%	23.49%
42	14.19%	9.71%	23.90%
43	14.42%	9.87%	24.29%
44	14.59%	9.99%	24.58%
45	14.65%	10.04%	24.69%
46	14.65%	10.04%	24.69%
47	14.67%	10.05%	24.72%
48	14.36%	9.83%	24.19%
49 and over	13.78%	9.42%	23.20%

Interest: 6.75% per annum

Mortality: See Section 4, Exhibit 1

Salary increase: Inflation (2.50%) + Across-the-Board Increase (0.50%) + Merit (See Section 4, Exhibit 1)

Administrative expense: 0.53% of payroll added to Basic rates

Leave cashout: 3.00%

COLA loading factor: 71.07%, applied to Basic rates prior to adjustment for administrative expenses, based on 2.75%

assumed COLA.

Cost Groups 1 through 6 (General) — Member Contribution Rates (Membership on or After January 1, 2013) (% of Monthly Payroll)

Cost Group	Basic	COLA	Total
Cost Group 1 — PEPRA Tier 4 (3% COLA)	9.45%	3.10%	12.55%
Cost Group 1 — PEPRA Tier 4 (2% COLA)	8.98%	2.03%	11.01%
Cost Group 2 — PEPRA Tier 5 (3%/4% COLA)	8.36%	2.69%	11.05%
Cost Group 2 — PEPRA Tier 5 (2% COLA)	8.36%	1.83%	10.19%
Cost Group 3 — PEPRA Tier 4 (3% COLA)	8.41%	2.87%	11.28%
Cost Group 4 — PEPRA Tier 4 (3% COLA)	8.92%	2.93%	11.85%
Cost Group 5 — PEPRA Tier 4 (3% COLA)	10.46%	3.48%	13.94%
Cost Group 5 — PEPRA Tier 4 (2% COLA)	9.83%	2.23%	12.06%
Cost Group 6 — PEPRA Tier 4 (3% COLA)	10.86%	3.55%	14.41%

The PEPRA member contribution rates are 50% of the normal cost rate. The Basic rates shown above include an administrative expense load of 0.53% of payroll.

**Note**: It is our understanding that in the determination of pension benefits under the PEPRA formulas, the maximum compensation that can be taken into account should be limited by the compensation limit as noted in *Section 4, Exhibit 2* on page 140 (§7522.10). These amounts should be adjusted for changes to the Consumer Price Index for All Urban Consumers for future years (§7522.10(d)).

Cost Groups 7 through 12 (Safety) — Member Contribution Rates (Membership on or After January 1, 2013) (% of Monthly Payroll)

Cost Group	Basic	COLA	Total
Cost Group 7 — PEPRA Tier D	14.63%	6.07%	20.70%
Cost Group 8 — PEPRA Tier D	13.61%	5.67%	19.28%
Cost Group 8 — PEPRA Tier E	12.79%	3.59%	16.38%
Cost Group 9 — PEPRA Tier E	13.67%	3.81%	17.48%
Cost Group 10 — PEPRA Tier D	13.43%	5.70%	19.13%
Cost Group 11 — PEPRA Tier D	11.64%	4.95%	16.59%

The PEPRA member contribution rates are 50% of the normal cost rate. The Basic rates shown above include an administrative expense load of 0.53% of payroll.

**Note**: It is our understanding that in the determination of pension benefits under the PEPRA formulas, the maximum compensation that can be taken into account should be limited by the compensation limit as noted in *Section 4, Exhibit 2* on page 140 (§7522.10). These amounts should be adjusted for changes to the Consumer Price Index for All Urban Consumers for future years (§7522.10(d)).

The following list defines certain technical terms for the convenience of the reader:

Term	Definition
Actuarial accrued liability for actives	The equivalent of the accumulated normal costs allocated to the years before the valuation date.
Actuarial accrued liability for retirees and beneficiaries	Actuarial present value of lifetime benefits to existing retirees and beneficiaries. This sum takes account of life expectancies appropriate to the ages of the annuitants and the interest that the sum is expected to earn before it is entirely paid out in benefits.
Actuarial cost method	A procedure allocating the actuarial present value of future benefits to various time periods; a method used to determine the normal cost and the actuarial accrued liability that are used to determine the actuarially determined contribution.
Actuarial gain or loss	A measure of the difference between actual experience and that expected based upon a set of actuarial assumptions, during the period between two actuarial valuation dates. To the extent that actual experience differs from that assumed, actuarial accrued liabilities emerge which may be the same as forecasted or may be larger or smaller than projected. Actuarial gains are due to favorable experience, e.g., assets earn more than projected, salary increases are less than assumed, members retire later than assumed, etc. Favorable experience means actual results produce actuarial liabilities not as large as projected by the actuarial assumptions. On the other hand, actuarial losses are the result of unfavorable experience, i.e., actual results yield actuarial liabilities that are larger than projected.
Actuarially equivalent	Of equal actuarial present value, determined as of a given date and based on a given set of actuarial assumptions.
Actuarial present value	The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of actuarial assumptions. Each such amount or series of amounts is: Adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, marital status, etc.)  Multiplied by the probability of the occurrence of an event (such as survival, death, disability, withdrawal, etc.) on which the payment is conditioned, and  Discounted according to an assumed rate (or rates) of return to reflect the time value of money.

Term	Definition
Actuarial present value of future benefits	The actuarial present value of benefit amounts expected to be paid at various future times under a particular set of actuarial assumptions, taking into account such items as the effect of advancement in age, anticipated future compensation, and future service credits. The actuarial present value of future benefits includes the liabilities for active members, retired members, beneficiaries receiving benefits, and inactive members entitled to either a refund of member contributions or a future retirement benefit. Expressed another way, it is the value that would have to be invested on the valuation date so that the amount invested plus investment earnings would provide sufficient assets to pay all projected benefits and expenses when due.
Actuarial valuation	The determination, as of a valuation date, of the Normal cost, actuarial accrued liability, actuarial value of assets, and related actuarial present values for a plan, as well as actuarially determined contributions.
Actuarial value of assets	The value of the Plan's assets as of a given date, used by the actuary for valuation purposes. This may be the market or fair value of plan assets, but commonly plans use a smoothed value in order to reduce the year-to-year volatility of calculated results, such as the funded ratio and the actuarially determined contribution.
Actuarially determined	Values that have been determined utilizing the principles of actuarial science. An actuarially determined value is derived by application of the appropriate actuarial assumptions to specified values determined by provisions of the Plan.
Actuarially determined contribution	The employer's contributions, expressed as a dollar amount or a percentage of covered plan compensation, determined under the Plan's funding policy. The actuarially determined contribution consists of the employer normal cost and the amortization payment.
Amortization method	A method for determining the amortization payment. The most common methods used are level dollar and level percentage of payroll. Under the level dollar method, the amortization payment is one of a stream of payments, all equal, whose actuarial present value is equal to the unfunded actuarial accrued liability. Under the level percentage of pay method, the amortization payment is one of a stream of increasing payments, whose actuarial present value is equal to the unfunded actuarial accrued liability. Under the level percentage of pay method, the stream of payments increases at the assumed rate at which total covered payroll of all active members will increase.
Amortization payment	The portion of the pension plan contribution, or actuarially determined contribution, that is intended to pay off the unfunded actuarial accrued liability.

Term	Definition
Assumptions or actuarial	The estimates upon which the cost of the Plan is calculated, including:
assumptions	<b>Investment return</b> — the rate of investment yield that the Plan will earn over the long-term future;
	<b>Mortality rates</b> — the rate or probability of death at a given age for employees and retirees;
	Retirement rates — the rate or probability of retirement at a given age or service;
	<b>Disability rates</b> — the rate or probability of disability retirement at a given age;
	<b>Withdrawal rates</b> — the rate or probability at which employees of various ages are expected to leave employment for reasons other than death, disability, or retirement;
	<b>Salary increase rates</b> — the rates of salary increase due to inflation, real wage growth and merit and promotion increases.
Closed amortization period	A specific number of years that is counted down by one each year, and therefore declines to zero with the passage of time. For example, if the amortization period is initially set at 20 years, it is 19 years at the end of one year, 18 years at the end of two years, etc. See "open amortization period."
Decrements	Those causes/events due to which a member's status (active-inactive-retiree-beneficiary) changes, that is: death, retirement, disability, or withdrawal.
Defined benefit plan	A retirement plan in which benefits are defined by a formula based on the member's compensation, age and/or years of service.
Defined contribution plan	A retirement plan, such as a 401(k) plan, a 403(b) plan, or a 457 plan, in which the contributions to the plan are assigned to an account for each member, the plan's earnings are allocated to each account, and each member's benefits are a direct function of the account balance.
Employer normal cost	The portion of the normal cost to be paid by the employer. This is equal to the normal cost less expected member contributions.
Experience study	A periodic review and analysis of the actual experience of the Plan that may lead to a revision of one or more actuarial assumptions. Actual rates of decrement and salary increases are compared to the actuarially assumed values and modified based on recommendations from the Actuary.
Funded ratio	The ratio of the valuation value of assets to the actuarial accrued liability. Plans sometimes also calculate a market funded ratio, using the market value of assets, rather than the valuation value of assets.
GASB 67 and GASB 68	Governmental Accounting Standards Board (GASB) Statements No. 67 and No. 68. These are the governmental accounting standards that set the accounting rules for public retirement systems and the employers that sponsor or contribute to them. Statement No. 68 sets the accounting rules for the employers that sponsor or contribute to public retirement systems, while Statement No. 67 sets the rules for the systems themselves.



Term	Definition
Investment return	The rate of earnings of the Plan from its investments, including interest, dividends and capital gain and loss adjustments, computed as a percentage of the average value of the fund. For actuarial purposes, the investment return often reflects a smoothing of the capital gains and losses to avoid significant swings in the value of assets from one year to the next.
Negative amortization	Negative amortization is a result of an increase in the unfunded actuarial accrued liability when the amortization payment is less than the interest accrued on the unfunded actuarial accrued liability.
Net pension liability	The net pension liability is equal to the total pension liability minus the plan fiduciary net position.
Normal cost	The portion of the actuarial present value of future benefits and expenses, if applicable, allocated to a valuation year by the actuarial cost method. Any payment with respect to an unfunded actuarial accrued liability is not part of the normal cost (see "amortization payment"). For pension plan benefits that are provided in part by employee contributions, normal cost refers to the total of member contributions and employer normal cost unless otherwise specifically stated.
Open amortization period	An open amortization period is one which is used to determine the amortization payment but which does not change over time. If the initial period is set as 30 years, the same 30-year period is used in each future year in determining the amortization period.
Plan fiduciary net position	Market value of assets.
Service costs	The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.
Total pension liability	The actuarial accrued liability under the entry age normal cost method and based on the blended discount rate as described in GASB 67 and 68.
Unfunded actuarial accrued liability	The excess of the actuarial accrued liability over the valuation value of assets. This value may be negative, in which case it may be expressed as a negative unfunded actuarial accrued liability, also called the funding surplus or an overfunded actuarial accrued liability.
Valuation date or actuarial valuation date	The date as of which the value of assets is determined and as of which the Actuarial Present Value of Future Benefits is determined. The expected benefits to be paid in the future are discounted to this date.
Valuation value of assets	The actuarial value of assets reduced by the value of non-valuation reserves.
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# Appendix B: Non-Refundability Factors

#### Non-Refundability Factors as of December 31

Cost Group and Plan	2024 Legacy Tiers	2024 PEPRA Tiers	2023 Legacy Tiers	2023 PEPRA Tiers
General				
Cost Group 1 – County and Small Districts (Tier 1)	0.9650		0.9680	
PEPRA Tier 4 (3% COLA)		0.9563		0.9610
PEPRA Tier 4 (2% COLA)		0.9507		0.9558
Cost Group 2 – County and Small Districts (Tier 3)	0.9496		0.9558	
• PEPRA Tier 5 (3%/4% COLA)		0.9555		0.9605
PEPRA Tier 5 (2% COLA)		0.9509		0.9558
Cost Group 3 – Central Contra Costa Sanitary District	0.9592	0.9638	0.9631	0.9678
Cost Group 4 – Contra Costa Housing Authority	0.9561	0.9571	0.9605	0.9614
Cost Group 5 – Contra Costa County Fire Protection District	0.9819		0.9834	
PEPRA Tier 4 (3% COLA)		0.9579		0.9582
PEPRA Tier 4 (2% COLA)		0.9545		0.9581
Cost Group 6 – Small Districts (Non-Enhanced Tiers 1 and 4)	0.9597	0.9469	0.9624	0.9532
Safety				
Cost Group 7 – County (Tiers A and D)	0.9746	0.9793	0.9717	0.9773
Cost Group 8 – Contra Costa County Fire Protection District	0.9790		0.9774	
PEPRA Tier D (3% COLA)		0.9789		0.9793
PEPRA Tier E (2% COLA)		0.9816		0.9799
Cost Group 9 – County (Tiers C and E)	0.9743	0.9774	0.9712	0.9753
Cost Group 10 – Moraga-Orinda Fire District	0.9740	0.9799	0.9726	0.9780
Cost Group 11 – San Ramon Valley Fire District	0.9788	0.9824	0.9774	0.9808

# Appendix C: Summary of Cost Groups

#### General Cost Groups and Employers

Cost Group	Employer Name	Benefit Structure	Special Adjustment
1	County General	Tier 1 Enhanced/PEPRA Tier 4	
	Local Agency Formation Commission (LAFCO)	Tier 1 Enhanced/PEPRA Tier 4	Yes
	Contra Costa Mosquito and Vector Control District	Tier 1 Enhanced/PEPRA Tier 4	
	Bethel Island Municipal District (Non-Integrated)	Tier 1 Enhanced/PEPRA Tier 4	
	First 5-Children & Families Commission	Tier 1 Enhanced/PEPRA Tier 4	
	Contra Costa County Employees' Retirement Association	Tier 1 Enhanced/PEPRA Tier 4	
	Superior Court	Tier 1 Enhanced/PEPRA Tier 4	
	Moraga-Orinda Fire District (Non-Integrated)	Tier 1 Enhanced/PEPRA Tier 4	
	San Ramon Valley Fire District (Non-Integrated)	Tier 1 Enhanced/PEPRA Tier 4	
2	County General	Tier 3 Enhanced/PEPRA Tier 5	
	In-Home Supportive Services Authority (IHSS)	Tier 3 Enhanced/PEPRA Tier 5	Yes
	Contra Costa Mosquito and Vector Control District	Tier 3 Enhanced/PEPRA Tier 5	
	Superior Court	Tier 3 Enhanced/PEPRA Tier 5	
3	Central Contra Costa Sanitary District (Non-Integrated) (CCCSD)	Tier 1 Enhanced/PEPRA Tier 4	
4	Contra Costa Housing Authority	Tier 1 Enhanced/PEPRA Tier 4	
5	Contra Costa County Fire Protection District (Non-Integrated) (CCCFPD) <sup>1</sup>	Tier 1 Enhanced/PEPRA Tier 4	
6	Rodeo Sanitary District	Tier 1 Non-Enhanced/PEPRA Tier 4	
	Byron Brentwood Cemetery	Tier 1 Non-Enhanced/PEPRA Tier 4	



Nodeo-Hercules Fire Protection District will be annexed into Contra Costa County Fire Protection District effective July 1, 2025.

# Appendix C: Summary of Cost Groups

#### Safety Cost Groups and Employers

Cost Group	Employer Name	Benefit Structure	Special Adjustment
7	County Safety	Tier A Enhanced/PEPRA Tier D	-
8	Contra Costa County Fire Protection District (CCCFPD) <sup>1</sup>	Tier A Enhanced/PEPRA Tier D/E	
9	County Safety <sup>2</sup>	Tier C Enhanced/PEPRA Tier E	
10	Moraga-Orinda Fire District	Tier A Enhanced/PEPRA Tier D	
11	San Ramon Valley Fire District	Tier A Enhanced/PEPRA Tier D	

Note: A special adjustment is made for employers that have a remaining balance of special contributions as described on page 126.



<sup>&</sup>lt;sup>1</sup> Rodeo-Hercules Fire Protection District will be annexed into Contra Costa County Fire Protection District effective July 1, 2025.

<sup>&</sup>lt;sup>2</sup> Members hired on or after January 1, 2007.

Cost Groups 1 through 5 — Cashflow for January 1, 2024 to December 31, 2024 Before reflecting Transfer of Assets for RHFPD to CCCFPD

	Line Description	Cost Groups 1 & 2	Cost Group 3	Cost Group 4	Cost Group 5
1.	Allocated VVA as of beginning of year	\$6,400,213,657	\$504,154,086	\$74,052,380	\$65,564,108
2.	Asset transfer <sup>1</sup>	(1,447,541)	829,616	89,537	74,229
3.	Allocated VVA after asset transfer 1 + 2	\$6,398,766,116	\$504,983,702	\$74,141,917	\$65,638,337
4.	Total contributions <sup>2</sup> January – June	166,794,577	5,704,661	1,859,949	2,388,678
	a. Member contributions	48,127,689	2,464,441	401,294	599,699
	b. Employer normal contributions	118,666,888	3,240,220	1,458,655	1,788,979
	c. Employer special contributions	0	0	0	0
5.	Total benefit payments <sup>3</sup> January – June	173,887,004	13,307,405	2,062,421	2,099,786
6.	Administrative expenses <sup>4</sup> January – June	5,804,468	282,533	46,020	61,768
7.	Subtotal 3 + 4 - 5 - 6	\$6,385,869,221	\$497,098,425	\$73,893,425	\$65,865,461
8.	Earnings allocated in proportion to 3	172,294,497	13,597,295	1,996,361	1,767,391
9.	Allocated VVA as of middle of year 7 + 8	\$6,558,163,718	\$510,695,720	\$75,889,786	\$67,632,852
10.	Total contributions <sup>2</sup> July – December	147,787,805	6,002,919	1,651,262	2,712,652
	a. Member contributions	49,012,902	2,508,093	486,091	638,328
	b. Employer normal contributions	98,774,904	3,494,825	1,165,171	2,074,323
	c. Employer special contributions	0	0	0	0
11.	Total benefit payments <sup>3</sup> July – December	174,902,111	13,432,841	2,066,052	2,149,744
12.	Administrative expenses <sup>4</sup> July – December	5,643,886	274,717	44,747	60,060
13.	Subtotal 9 + 10 - 11 - 12	\$6,525,405,525	\$502,991,081	\$75,430,249	\$68,135,700
14.	Earnings allocated in proportion to 9	170,715,565	13,293,921	1,975,487	1,760,551
15.	Allocated VVA as of end of year 13 + 14	\$6,696,121,090	\$516,285,002	\$77,405,736	\$69,896,251



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

Cost Groups 6 through 10 — Cashflow for January 1, 2024 to December 31, 2024 Before reflecting Transfer of Assets for RHFPD to CCCFPD

Line Description	Cost Group 6	Cost Groups 7 & 9	Cost Group 8	Cost Group 10
Allocated VVA as of beginning of year	\$9,366,535	\$2,319,431,763	\$1,129,317,644	\$198,529,837
2. Asset transfer <sup>1</sup>	0	475,452	(21,293)	0
3. Allocated VVA after asset transfer 1 + 2	\$9,366,535	\$2,319,907,215	\$1,129,296,351	\$198,529,837
4. Total contributions <sup>2</sup> January – June	196,736	52,239,048	29,233,261	4,308,914
a. Member contributions	89,935	10,935,414	6,130,153	815,343
b. Employer normal contributions	106,801	41,303,634	23,103,108	3,493,571
c. Employer special contributions	0	0	0	0
5. Total benefit payments <sup>3</sup> January – June	219,166	62,065,433	34,210,888	6,200,847
6. Administrative expenses <sup>4</sup> January – June	8,996	813,500	473,876	60,933
7. Subtotal 3 + 4 - 5 - 6	\$9,335,109	\$2,309,267,330	\$1,123,844,848	\$196,576,971
8. Earnings allocated in proportion to 3	252,205	62,466,300	30,407,666	5,345,655
9. Allocated VVA as of middle of year 7 + 8	\$9,587,314	\$2,371,733,630	\$1,154,252,514	\$201,922,626
10. Total contributions <sup>2</sup> July – December	226,971	47,817,621	31,159,955	4,979,459
a. Member contributions	106,137	11,593,404	6,593,658	857,119
b. Employer normal contributions	120,835	36,224,217	24,566,296	4,122,340
c. Employer special contributions	0	0	0	0
11. Total benefit payments <sup>3</sup> July – December	210,337	64,046,153	35,141,600	6,199,621
12. Administrative expenses <sup>4</sup> July – December	8,748	790,995	460,767	59,248
13. Subtotal 9 + 10 - 11 - 12	\$9,595,200	\$2,354,714,103	\$1,149,810,102	\$200,643,216
14. Earnings allocated in proportion to 9	249,567	61,738,600	30,046,348	5,256,248
15. Allocated VVA as of end of year 13 + 14	\$9,844,767	\$2,416,452,703	\$1,179,856,450	\$205,899,464



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

# Cost Groups 11 and 12, Withdrawn Employers and Total Plan — Cashflow for January 1, 2024 to December 31, 2024 Before reflecting Transfer of Assets for RHFPD to CCCFPD

Line Description	Cost Group 11	Cost Group 12	Withdrawn Employers	Total Plan
Allocated VVA as of beginning of year	\$524,639,406	\$48,114,317	\$50,092,921	\$11,323,476,654
2. Asset transfer <sup>1</sup>	0	0	0	0
3. Allocated VVA after asset transfer 1 + 2	\$524,639,406	\$48,114,317	\$50,092,921	\$11,323,476,654
4. Total contributions <sup>2</sup> January – June	12,416,015	1,556,832	711,103	277,409,773
a. Member contributions	2,210,301	218,078	0	71,992,347
b. Employer normal contributions	10,205,714	1,338,753	0	204,706,323
c. Employer special contributions	0	0	711,103	711,103
5. Total benefit payments <sup>3</sup> January – June	14,719,178	1,438,057	2,618,198	312,828,383
6. Administrative expenses <sup>4</sup> January – June	171,675	19,795	0	7,743,564
7. Subtotal 3 + 4 - 5 - 6	\$522,164,567	\$48,213,297	\$48,185,826	\$11,280,314,480
8. Earnings allocated in proportion to 3	14,126,549	1,295,536	1,348,812	304,898,267
9. Allocated VVA as of middle of year 7 + 8	\$536,291,116	\$49,508,833	\$49,534,638	\$11,585,212,747
10. Total contributions <sup>2</sup> July – December	8,817,046	1,470,606	96,763	252,723,059
a. Member contributions	2,298,824	227,523	0	74,322,079
b. Employer normal contributions	6,518,222	1,243,083	0	178,304,218
c. Employer special contributions	0	0	96,763	96,763
11. Total benefit payments <sup>3</sup> July – December	14,300,139	1,506,428	2,625,335	316,580,362
12. Administrative expenses <sup>4</sup> July – December	166,926	19,247	0	7,529,341
13. Subtotal 9 + 10 - 11 - 12	\$530,641,097	\$49,453,764	\$47,006,066	\$11,513,826,103
14. Earnings allocated in proportion to 9	13,960,194	1,288,764	1,130,650	301,415,895
15. Allocated VVA as of end of year 13 + 14	\$544,601,291	\$50,742,528	\$48,136,716	\$11,815,241,998



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

Cost Groups 1 through 5 — Cashflow for January 1, 2024 to December 31, 2024 After reflecting Transfer of Assets for RHFPD to CCCFPD

Line Description	Cost Groups 1 & 2	Cost Group 3	Cost Group 4	Cost Group 5
Allocated VVA as of beginning of year	\$6,398,742,833	\$504,154,086	\$74,052,380	\$67,034,932
2. Asset transfer <sup>1</sup>	(1,447,541)	829,616	89,537	74,229
3. Allocated VVA after asset transfer 1 + 2	\$6,397,295,292	\$504,983,702	\$74,141,917	\$67,109,161
4. Total contributions <sup>2</sup> January – June	166,746,168	5,704,661	1,859,949	2,437,087
a. Member contributions	48,115,031	2,464,441	401,294	612,357
b. Employer normal contributions	118,631,137	3,240,220	1,458,655	1,824,730
c. Employer special contributions	0	0	0	0
5. Total benefit payments <sup>3</sup> January – June	173,838,693	13,307,405	2,062,421	2,148,097
6. Administrative expenses <sup>4</sup> January – June	5,803,054	282,533	46,020	63,182
7. Subtotal 3 + 4 - 5 - 6	\$6,384,399,713	\$497,098,425	\$73,893,425	\$67,334,969
8. Earnings allocated in proportion to 3	172,254,893	13,597,295	1,996,361	1,806,995
9. Allocated VVA as of middle of year 7 + 8	\$6,556,654,606	\$510,695,720	\$75,889,786	\$69,141,964
10. Total contributions <sup>2</sup> July – December	147,750,489	6,002,919	1,651,262	2,749,968
a. Member contributions	48,999,390	2,508,093	486,091	651,840
b. Employer normal contributions	98,751,099	3,494,825	1,165,171	2,098,128
c. Employer special contributions	0	0	0	0
11. Total benefit payments <sup>3</sup> July – December	174,852,604	13,432,841	2,066,052	2,199,251
12. Administrative expenses <sup>4</sup> July – December	5,642,511	274,717	44,747	61,435
13. Subtotal 9 + 10 - 11 - 12	\$6,523,909,979	\$502,991,081	\$75,430,249	\$69,631,246
14. Earnings allocated in proportion to 9	170,676,281	13,293,921	1,975,487	1,799,835
15. Allocated VVA as of end of year 13 + 14	\$6,694,586,260	\$516,285,002	\$77,405,736	\$71,431,081



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

Cost Groups 6 through 10 — Cashflow for January 1, 2024 to December 31, 2024 After reflecting Transfer of Assets for RHFPD to CCCFPD

Line Description	Cost Group 6	Cost Groups 7 & 9	Cost Group 8	Cost Group 10
Allocated VVA as of beginning of year	\$9,366,535	\$2,319,431,763	\$1,177,431,961	\$198,529,837
2. Asset transfer <sup>1</sup>	0	475,452	(21,293)	0
3. Allocated VVA after asset transfer 1 + 2	\$9,366,535	\$2,319,907,215	\$1,177,410,668	\$198,529,837
4. Total contributions <sup>2</sup> January – June	196,736	52,239,048	30,790,093	4,308,914
a. Member contributions	89,935	10,935,414	6,348,231	815,343
b. Employer normal contributions	106,801	41,303,634	24,441,861	3,493,571
c. Employer special contributions	0	0	0	0
5. Total benefit payments <sup>3</sup> January – June	219,166	62,065,433	35,648,944	6,200,847
6. Administrative expenses <sup>4</sup> January – June	8,996	813,500	493,671	60,933
7. Subtotal 3 + 4 - 5 - 6	\$9,335,109	\$2,309,267,330	\$1,172,058,145	\$196,576,971
8. Earnings allocated in proportion to 3	252,205	62,466,300	31,703,202	5,345,655
9. Allocated VVA as of middle of year 7 + 8	\$9,587,314	\$2,371,733,630	\$1,203,761,347	\$201,922,626
10. Total contributions <sup>2</sup> July – December	226,971	47,817,621	32,630,561	4,979,459
a. Member contributions	106,137	11,593,404	6,821,182	857,119
b. Employer normal contributions	120,835	36,224,217	25,809,380	4,122,340
c. Employer special contributions	0	0	0	0
11. Total benefit payments <sup>3</sup> July – December	210,337	64,046,153	36,648,028	6,199,621
12. Administrative expenses <sup>4</sup> July – December	8,748	790,995	480,014	59,248
13. Subtotal 9 + 10 - 11 - 12	\$9,595,200	\$2,354,714,103	\$1,199,263,866	\$200,643,216
14. Earnings allocated in proportion to 9	249,567	61,738,600	31,335,112	5,256,248
15. Allocated VVA as of end of year 13 + 14	\$9,844,767	\$2,416,452,703	\$1,230,598,978	\$205,899,464



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

# Cost Group 11, Withdrawn Employers and Total Plan — Cashflow for January 1, 2024 to December 31, 2024 After reflecting Transfer of Assets for RHFPD to CCCFPD

Line Description	Cost Group 11	Withdrawn Employers	Total Plan
Allocated VVA as of beginning of year	\$524,639,406	\$50,092,921	\$11,323,476,654
2. Asset transfer <sup>1</sup>	0	0	0
3. Allocated VVA after asset transfer 1 + 2	\$524,639,406	\$50,092,921	\$11,323,476,654
4. Total contributions <sup>2</sup> January – June	12,416,015	711,103	277,409,773
a. Member contributions	2,210,301	0	71,992,347
b. Employer normal contributions	10,205,714	0	204,706,323
c. Employer special contributions	0	711,103	711,103
5. Total benefit payments <sup>3</sup> January – June	14,719,178	2,618,198	312,828,383
6. Administrative expenses <sup>4</sup> January – June	171,675	0	7,743,564
7. Subtotal 3 + 4 - 5 - 6	\$522,164,567	\$48,185,826	\$11,280,314,480
8. Earnings allocated in proportion to 3	14,126,549	1,348,812	304,898,267
9. Allocated VVA as of middle of year 7 + 8	\$536,291,116	\$49,534,638	\$11,585,212,747
10. Total contributions <sup>2</sup> July – December	8,817,046	96,763	252,723,059
a. Member contributions	2,298,824	0	74,322,079
b. Employer normal contributions	6,518,222	0	178,304,218
c. Employer special contributions	0	96,763	96,763
11. Total benefit payments <sup>3</sup> July – December	14,300,139	2,625,335	316,580,362
12. Administrative expenses <sup>4</sup> July – December	166,926	0	7,529,341
13. Subtotal 9 + 10 - 11 - 12	\$530,641,097	\$47,006,066	\$11,513,826,103
14. Earnings allocated in proportion to 9	13,960,194	1,130,650	301,415,895
15. Allocated VVA as of end of year 13 + 14	\$544,601,291	\$48,136,716	\$11,815,241,998



<sup>1</sup> Starting with the December 31, 2023 valuation, an asset amount equal to the actuarial accrued liability has been transferred for members who have moved between cost groups.

<sup>&</sup>lt;sup>2</sup> Employer contributions include "member subvention of employer contributions" and exclude "employer subvention of member contributions".

<sup>&</sup>lt;sup>3</sup> Excludes post-retirement death benefits.

<sup>&</sup>lt;sup>4</sup> Allocated based on expected administrative expenses from the prior valuation.

# Appendix E: Recommended Employer Rates

The recommended employer contribution rates found on pages 35 through 43 have been shown on an aggregate basis. For purposes of preparing the contribution rate packet, we have included in this Appendix the recommended legacy tier employer contribution rates as of December 31, 2024 for employers who are in Social Security and for employers who are not in Social Security. For completeness, we have also included the PEPRA tier employer contribution rates.

#### Recommended Employer Contribution Rates – For use in Preparing the Contribution Rate Packet

Cost Group and Tier	Basic First \$350 Monthly <sup>1</sup>	Basic Excess of \$350 Monthly <sup>1</sup>	Basic All Eligible Pay <sup>2</sup>	COLA First \$350 Monthly <sup>1</sup>	COLA Excess of \$350 Monthly <sup>1</sup>	COLA All Eligible Pay <sup>2</sup>	Total First \$350 Monthly <sup>1</sup>	Total Excess of \$350 Monthly <sup>1</sup>	Total All Eligible Pay <sup>2</sup>	All Aggregate Pay
Cost Group 1	-									
Tier 1 Non-LAFCO	15.51%	23.26%	23.04%	1.70%	2.55%	2.52%	17.21%	25.81%	25.56%	25.56%
Tier 1 LAFCO	12.40%	18.60%	N/A	1.70%	2.55%	N/A	14.10%	21.15%	N/A	20.96%
Tier 4 (3% COLA) Non-LAFCO	N/A	N/A	19.44%	N/A	N/A	2.02%	N/A	N/A	21.46%	21.46%
Tier 4 (3% COLA) LAFCO	N/A	N/A	14.84%	N/A	N/A	2.02%	N/A	N/A	16.86%	16.86%
Tier 4 (2% COLA)	N/A	N/A	18.97%	N/A	N/A	0.95%	N/A	N/A	19.92%	19.92%
Cost Group 2										
Tier 3 Non-IHSS	14.31%	21.47%	N/A	1.45%	2.17%	N/A	15.76%	23.64%	N/A	23.38%
Tier 3 IHSS	14.03%	21.05%	N/A	1.34%	2.01%	N/A	15.37%	23.06%	N/A	22.78%
Tier 5 (3%/4% COLA) Non-IHSS	N/A	N/A	18.35%	N/A	N/A	1.61%	N/A	N/A	19.96%	19.96%
Tier 5 (3%/4% COLA) IHSS	N/A	N/A	17.90%	N/A	N/A	1.46%	N/A	N/A	19.36%	19.36%
Tier 5 (2% COLA) Non-IHSS	N/A	N/A	18.35%	N/A	N/A	0.75%	N/A	N/A	19.10%	19.10%
Tier 5 (2% COLA) IHSS	N/A	N/A	17.90%	N/A	N/A	0.60%	N/A	N/A	18.50%	18.50%



<sup>&</sup>lt;sup>1</sup> If employer is in Social Security.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security. For PEPRA tier, applies to all employers.

# Appendix E: Recommended Employer Rates

	Basic	Basic Excess of	Basic All	COLA	COLA Excess	COLA All	Total	Total Excess	Total All	All
Cost Group and Tier	First \$350 Monthly <sup>1</sup>	\$350 Monthly <sup>1</sup>	Eligible Pay <sup>2</sup>	First \$350 Monthly <sup>1</sup>	of \$350 Monthly <sup>1</sup>	Eligible Pay <sup>2</sup>	First \$350 Monthly <sup>1</sup>	of \$350 Monthly <sup>1</sup>	Eligible Pay <sup>2</sup>	Aggregate Pay
Cost Group 3	-									
CCCSD Tier 1	N/A	N/A	15.63%	N/A	N/A	5.62%	N/A	N/A	21.25%	21.25%
CCCSD Tier 4 (3% COLA)	N/A	N/A	10.96%	N/A	N/A	4.72%	N/A	N/A	15.68%	15.68%
Cost Group 4										
Contra Costa Housing Authority Tier 1	14.25%	21.38%	N/A	4.71%	7.06%	N/A	18.96%	28.44%	N/A	28.07%
Contra Costa Housing Authority Tier 4 (3% COLA)	N/A	N/A	17.72%	N/A	N/A	6.30%	N/A	N/A	24.02%	24.02%
Cost Group 5										
CCCFPD Tier 1	N/A	N/A	27.59%	N/A	N/A	13.85%	N/A	N/A	41.44%	41.44%
CCCFPD Tier 4 (3% COLA)	N/A	N/A	22.11%	N/A	N/A	13.20%	N/A	N/A	35.31%	35.31%
CCCFPD Tier 4 (2% COLA)	N/A	N/A	21.48%	N/A	N/A	11.95%	N/A	N/A	33.43%	33.43%
Cost Group 6										
Non-Enhanced District Tier 1	8.49%	12.73%	N/A	2.50%	3.75%	N/A	10.99%	16.48%	N/A	16.37%
Non-Enhanced District Tier 4 (3% COLA)	N/A	N/A	10.98%	N/A	N/A	3.55%	N/A	N/A	14.53%	14.53%
Cost Group 7										
County Tier A	N/A	N/A	33.27%	N/A	N/A	27.78%	N/A	N/A	61.05%	61.05%
County Tier D	N/A	N/A	24.85%	N/A	N/A	26.27%	N/A	N/A	51.12%	51.12%
Cost Group 8										
CCCFPD Tier A	N/A	N/A	32.69%	N/A	N/A	35.51%	N/A	N/A	68.20%	68.20%
CCCFPD Tier D	N/A	N/A	22.27%	N/A	N/A	33.32%	N/A	N/A	55.59%	55.59%
CCCFPD Tier E	N/A	N/A	21.45%	N/A	N/A	31.24%	N/A	N/A	52.69%	52.69%



<sup>&</sup>lt;sup>1</sup> If employer is in Social Security.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security. For PEPRA tier, applies to all employers.

# Appendix E: Recommended Employer Rates

Cost Group and Tier	Basic First \$350 Monthly <sup>1</sup>	Basic Excess of \$350 Monthly <sup>1</sup>	Basic All Eligible Pay <sup>2</sup>	COLA First \$350 Monthly <sup>1</sup>	COLA Excess of \$350 Monthly <sup>1</sup>	COLA All Eligible Pay <sup>2</sup>	Total First \$350 Monthly <sup>1</sup>	Total Excess of \$350 Monthly <sup>1</sup>	Total All Eligible Pay <sup>2</sup>	All Aggregate Pay
Cost Group 9										
County Tier C	N/A	N/A	31.68%	N/A	N/A	24.91%	N/A	N/A	56.59%	56.59%
County Tier E	N/A	N/A	23.89%	N/A	N/A	24.01%	N/A	N/A	47.90%	47.90%
Cost Group 10										
Moraga-Orinda FD Tier A	N/A	N/A	37.78%	N/A	N/A	58.95%	N/A	N/A	96.73%	96.73%
Moraga-Orinda FD Tier D	N/A	N/A	30.01%	N/A	N/A	57.44%	N/A	N/A	87.45%	87.45%
Cost Group 11										
San Ramon FD Tier A	N/A	N/A	34.43%	N/A	N/A	22.16%	N/A	N/A	56.59%	56.59%
San Ramon FD Tier D	N/A	N/A	21.99%	N/A	N/A	19.13%	N/A	N/A	41.12%	41.12%

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<sup>&</sup>lt;sup>1</sup> If employer is in Social Security.

<sup>&</sup>lt;sup>2</sup> For legacy tier, applies to employer who is not in Social Security. For PEPRA tier, applies to all employers.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

C.29.

**To:** Board of Supervisors

**From:** Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code for the Risk Management Department of Contra Costa County

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE Conflict of Interest Code for the Risk Management Department of Contra Costa County.

#### **FISCAL IMPACT:**

None.

#### **BACKGROUND:**

The Department has adopted a new Conflict of Interest Code and submitted the new code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The adoption of this new conflict of interest code for the Department satisfies the requirements for such a code under state law by incorporating the provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission and by specifying disclosure categories and designated positions that must file statements of economic interests. The changes are shown in the attached red-line version of the revised code, attached as Exhibit B.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Hannah M. Shafsky, Deputy County Counsel; Karen Caoile, Director of Risk Management

# CONFLICT OF INTEREST CODE OF THE RISK MANAGEMENT DEPARTMENT OF CONTRA COSTA COUNTY

The Political Reform Act (Gov. Code §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation section 18730 of title 2 of the California Code of Regulations ("Section 18730"), which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. The terms of Section 18730 and any amendments to it that are adopted by the Fair Political Practices Commission are incorporated by reference into this Conflict of Interest Code. Section 18730 and the attached Appendix designating officials and employees and establishing disclosure categories, constitute the conflict of interest code of the Risk Management Department of Contra Costa County.

Persons occupying positions which categorize them as designated employees (pursuant to the attached Appendix) shall file the original Statement of Economic Interest/Form 700 with the Risk Management Department's Filing Officer in accordance with the disclosure categories listed in the attached Appendix. The Filing Officer will retain the original statements filed by persons in designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. Persons who are public officials within the meaning of Government Code section 87200 will file their statements of economic interests with the Filing Officer designated for their elected/appointed positions pursuant to Government Code section 87500.



#### **EXHIBIT A**

#### CONFLICT OF INTEREST- DESIGNATED POSITIONS

Designated Positions	Disclosure Category
Administrative Services Assistant III	1
Assistant Risk Manager – General Services	1
Assistant Risk Manager - Liability	1
Assistant Risk Manager – Safety & Loss Control	1
Assistant Risk Manager – Workers' Compensation	1
Chief of Administrative Services I	1
Deputy Director of Risk Management	1
Director of Risk Management	1
Equal Employment Opportunity Officer	1
Senior Liability Claims Adjuster	1
Senior Workers' Compensation Claims Adjuster	1
Workers' Compensation Claims Supervisor	1
Consultants*	1

\*The Risk Management Department will determine in writing whether a consultant is hired to perform a range of duties that requires the consultant to comply with the disclosure requirements. The written determination is a public record, and the Filing Officer will retain the determination for public inspection.

APPR	OVED BY:  Pocusigned by:  Karen Capile	
Karen	Caoile, Director of Risk Management	-
Date:	8/6/2025	

# CONFLICT OF INTEREST CODE OF THE RISK MANAGEMENT DEPARTMENT OF CONTRA COSTA COUNTY

The Political Reform Act (Gov. Code §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation section 18730 of title 2 of the California Code of Regulations ("Section 18730"), which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. The terms of Section 18730 and any amendments to it that are adopted by the Fair Political Practices Commission are incorporated by reference into this Conflict of Interest Code. Section 18730 and the attached Appendix designating officials and employees and establishing disclosure categories, constitute the conflict of interest code of the Risk Management Department of Contra Costa County.

Persons occupying positions which categorize them as designated employees (pursuant to the attached Appendix) shall file the original Statement of Economic Interest/Form 700 with the Risk Management Department's Filing Officer in accordance with the disclosure categories listed in the attached Appendix. The Filing Officer will retain the original statements filed by persons in designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. Persons who are public officials within the meaning of Government Code section 87200 will file their statements of economic interests with the Filing Officer designated for their elected/appointed positions pursuant to Government Code section 87500.



#### **EXHIBIT B**

#### CONFLICT OF INTEREST- DESIGNATED POSITIONS

Designated Positions	Disclosure Category
Administrative Services Assistant III	1
Assistant Risk Manager Financial Services	1
Assistant Risk Manager – General Services	1
Assistant Risk Manager – Liability	1
Assistant Risk Manager – Safety & Loss Control	1
Assistant Risk Manager – Workers' Compensation	1
Chief of Administrative Services I	1
Deputy Director of Risk Management	<u>1</u>
Director of Risk Management	1
Equal Employment Opportunity Officer	1
Senior Liability Claims Adjuster	<u> </u>
Senior Workers' Compensation Claims Adjuster	1
Workers' Compensation Claims Supervisor	1
Consultants*	1

<sup>\*</sup>The Risk Management Department will determine in writing whether a consultant is hired to perform a range of duties that requires the consultant to comply with the disclosure requirements. The written determination is a public record, and the Filing Officer will retain the determination for public inspection.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

C.30.	Agenda Date: 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Thomas L. Geiger, County Counsel	
Report Title:	Conflict of Interest Code for the Treasurer-Tax Collector's Office	
⊠Recommenda	ation of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

APPROVE the amended Conflict of Interest Code for the Treasurer-Tax Collector's Office, including the list of designated positions.

#### **FISCAL IMPACT:**

None.

#### **BACKGROUND:**

The Treasurer-Tax Collector's Office has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

This amendment updates the list of designated positions to include the newly added Chief of Administrative Services position. It also identifies additional positions that have responsibilities for managing public investments within the meaning of Government Code Section 87200. The changes are shown in the attached red-line version of the revised code included as Exhibit B.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Hannah M. Shafsky, Deputy County Counsel; Dan Mierzwa, Treasurer-Tax Collector



#### **CONFLICT OF INTEREST CODE**

# for the TREASURER-TAX COLLECTOR'S OFFICE

This Conflict of Interest Code is promulgated under the authority of the Political Reform Act, Government Code §81000, et seq., which requires all state and local government agencies to adopt and promulgate conflict of interest codes. Section 18730 of Title 2, Division 6 of the California Code of Regulations, as adopted by the Fair Political Practices Commission (FPPC) contains the terms of a standard conflict of interest code, which may be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act.

Therefore, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and, along with the below stated Disclosure Categories, constitute the Conflict of Interest Code of the Treasurer-Tax Collector's Office of Contra Costa County.

Employees in designated positions below shall file a Statement of Economic Interest (Form 700) with the Executive Secretary, designated as the Filing Officer, who will make the statements available for public inspection and reproduction. (California Government Code §81008) Upon receipt of the statements for the Treasurer-Tax Collector and positions that manage public investments, the Filing Officer will make and retain copies and forward the originals to the Contra Costa County Clerk-Recorder- Elections Department. (Government Code § 87500)

#### **DESIGNATED POSITIONS**

CLASS/JOB CODE TITLE	ASSIGNED CATEGORY
County Treasurer-Tax Collector*	1
Assistant County Treasurer*	1
Treasurer's Investment Officer*	1
Treasurer' Investment Operations Analyst*	1
Assistant County Tax Collector	1
Tax Operations Supervisor	1
Chief of Administrative Services	1
Executive Secretary-Exempt	2
Treasurer Oversight Committee members	2
Consultants**	1

<sup>\*</sup> Pursuant to Government Code section 87314, the individuals occupying these designated positions are required to file a Form 700-Statement of Economic Interests as a public official who manages public investments within the meaning of Government Code Section 87200.

#### **DISCLOSURE CATEGORIES**

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

- 1. Designated Employees in Category "1" must report:
  - a. All investments, interests in real property, and income, and any business entity in which the employee is a director, officer, partner, trustee, employee, or hold any position in management. Financial interests are reportable only if located within Contra Costa County or if the business entity is doing business or planning to do business in the County (and such plans are known by the designated employee) or has done business within the County at any time during the two years prior to the filing of the statement.

<sup>\*\*</sup> The Treasurer-Tax Collector will determine in writing whether a consultant is hired to perform a range of duties that requires the consultant to comply with the disclosure requirements. The written determination is a public record and the Filing Officer will retain the determination for public inspection.



Investments in any business entity, and income from any source and status as a director, officer, partner, trustee, employee, or hold of a position of management in any business entity, which has within the last two years contracted or foreseeably may contract with Contra Costa County, or with any special district or other public agency within the County, to provide services, supplies, materials, machinery or equipment to such County, district, or public agency.

#### 2. Designated Employees in Category "2" must report:

Investments in any business entity, income from any source and status as a director, officer, partner, trustee, employee or holder of a position of management in any business entity, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the Office the Treasurer-Tax Collector.



# CONFLICT OF INTEREST CODE

# for the TREASURER-TAX COLLECTOR'S OFFICE

This Conflict of Interest Code is promulgated under the authority of the Political Reform Act, Government Code §81000, et seq., which requires all state and local government agencies to adopt and promulgate conflict of interest codes. Section 18730 of Title 2, Division 6 of the California Code of Regulations, as adopted by the Fair Political Practices Commission (FPPC) contains the terms of a standard conflict of interest code, which may be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act.

Therefore, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and, along with the below stated Disclosure Categories, constitute the Conflict of Interest Code of the Treasurer-Tax Collector's Office of Contra Costa County.

Employees in designated positions below shall file a Statement of Economic Interest (Form 700) with the Executive Secretary, designated as the Filing Officer, who will make the statements available for public inspection and reproduction. (California Government Code §81008) Upon receipt of the statements for the Treasurer-Tax Collector and positions that manage public investments, the Filing Officer will make and retain copies and forward the originals to the Contra Costa County Clerk-Recorder- Elections Department. (Government Code § 87500)

### **DESIGNATED POSITIONS**

CLASS/JOB CODE TITLE	ASSIGNED CATEGORY
County Treasurer-Tax Collector*	1
Assistant County Treasurer*	1
Treasurer's Investment Officer*	1
Treasurer' Investment Operations Analyst*	1
Assistant County Tax Collector	1
Tax Operations Supervisor	1
Chief of Administrative Services	<u>1</u>
Executive Secretary-Exempt	2
Treasurer Oversight Committee members	2
Consultants**	1

<sup>\*</sup> Pursuant to Government Code section 87314, the individuals occupying these designated positions are required to file a Form 700-Statement of Economic Interests as a public official who manages public investments within the meaning of Government Code Section 87200.

### **DISCLOSURE CATEGORIES**

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

- 1. Designated Employees in Category "1" must report:
  - a. All investments, interests in real property, and income, and any business entity in which the employee is a director, officer, partner, trustee, employee, or hold any position in management. Financial interests are reportable only if located within Contra Costa County or if the business entity is doing business or planning to do business in the County (and such plans are known by the designated employee) or has done business within the County at any time during the two years prior to the filing of the statement.

<sup>\*\*</sup> The Treasurer-Tax Collector will determine in writing whether a consultant is hired to perform a range of duties that requires the consultant to comply with the disclosure requirements. The written determination is a public record and the Filing Officer will retain the determination for public inspection.



Investments in any business entity, and income from any source and status as a director, officer, partner, trustee, employee, or hold of a position of management in any business entity, which has within the last two years contracted or foreseeably may contract with Contra Costa County, or with any special district or other public agency within the County, to provide services, supplies, materials, machinery or equipment to such County, district, or public agency.

### 2. Designated Employees in Category "2" must report:

Investments in any business entity, income from any source and status as a director, officer, partner, trustee, employee or holder of a position of management in any business entity, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the Office the Treasurer-Tax Collector.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.31.	51 Agenda Date: 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Thomas L. Geiger, County Counsel	
Report Title:	Conflict of Interest Code for the Measure X Community Advisory Board	
⊠Recommenda	ation of the County Administrator   Recommendation of Board Committee	

### **RECOMMENDATIONS:**

APPROVE Conflict of Interest Code for the Measure X Community Advisory Board.

### **FISCAL IMPACT:**

None.

### **BACKGROUND:**

This is the first Conflict of Interest Code for the Measure X Community Advisory Board (MXCAB), which is submitted to the Board for approval pursuant to Government Code sections 87303, 87306, and 87306.5, and attached as Exhibit A. The adoption of this new conflict of interest code for the MXCAB satisfies the requirements for such a code under state law by incorporating the provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission and by specifying disclosure categories and designated positions that must file statements of economic interests.

The MXCAB Bylaws, adopted by the Board on July 8, 2025, require all MXCAB members, including alternates, to annually complete and file California Form 700 - Statement of Economic Interests.

### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

# CONFLICT OF INTEREST CODE OF THE MEASURE X COMMUNITY ADVISORY BOARD OF CONTRA COSTA COUNTY

The Political Reform Act (Gov. Code§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg., § 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix of designated positions and disclosure categories, shall constitute the conflict of interest code of the Measure X Community Advisory Board (MXCAB).

Persons holding designated positions shall file their statements of economic interests with the County Administrator's Office assigned staff support for the MXCAB, who will make the statements available for public inspection and reproduction. The County Administrator's staff for the MXCAB will retain a copy of each statement of economic interests and will forward each original statement to the Clerk of the Board of Supervisors, which shall be the filing officer.

# APPENDIX A

## **DESIGNATED POSITIONS**

<u>Designated positions</u>	<u>Disclosure Categories</u>
Committee Member	1
Committee Member's Alternate	1

### APPENDIX B

### **DISCLOSURE CATEGORIES**

- 1. Persons holding designated positions in Category "1" must report:
- (a.) All investments, interests in real property, business positions, sources of income, including gifts, loans, and travel payments, in which the employee is a director, officer, partner, trustee, employee, or holder of any position of management in any business entity. These financial interests are reportable only if located within or doing business within Contra Costa County, or if the business entity is doing business or plans to do business with the County of Contra Costa (and such plans are known by the person holding a designated position) or if the business entity has done business within the County at any time during the two years prior to the close of the filing period for which the statement is made.
- (b.) Investments in any business entity, income from any source, and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity, which has within the two years prior to the close of the filing period for which the statement is made, contracted with the County of Contra Costa, or with any public agency within Contra Costa County, to provide services, supplies, materials, machinery or equipment to either party.



Eila #: 25 2552

# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Agonda #.

# Staff Report

Agonda Data: 0/0/2025

C.32.	Agenda Date. 9/9/2023	Agenda #.
To:	Board of Supervisors	
From:	Diana Becton, District Attorney	
<b>Report Title:</b> Data Solution	Purchase Order and Related Software License Agreement with TransUs, Inc.	Union Risk and Alternative
⊠Recommend	ation 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 TransUnion Risk and Alternative Data Solutions, Inc. in an amount not to exceed \$54,000 for the usage of a primary public records search tool for investigative and trial preparation and victim assistance services, for the period October 1, 2025 through September 30, 2028.

### **FISCAL IMPACT:**

Approval of this action will result in expenditures up to \$54,000 which have been included in the Department's FY25-26 Budget.

### **BACKGROUND:**

Investigators working in the District Attorney's Office use the primary public records search engine provided by TransUnion Risk and Alternative Data Solutions, Inc. to locate victims, witnesses and suspects. The tool is also used by the Victim and Witness Assistance Specialists to locate individuals and assets for financial victim restitution.

Approval of the Purchase Order and related Software License Agreement will allow the District Attorney's Office to continue using this tool in support of investigative and trial preparation and victim assistance services. This Software License Agreement includes a limitation of liability and indemnification under which the County agrees to hold TransUnion Risk and Alternative Data Solutions, Inc., 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 TransUnion Risk and Alternative Data Solutions, Inc., the District Attorney's Office cannot continue to use the search tool for assisting investigations and trial preparation and victim assistance services.

**Agenda Date:** 9/9/2025 File #: 25-3552 Agenda #: C.32.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3553 Agenda Date: 9/9/2025 Agenda #:

C.33.

**To:** Board of Supervisors

**From:** Diana Becton, District Attorney

Report Title: Victim Witness Grant Application for October 1, 2025 through September 30, 2026

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, in the amount of \$1,462,172 for funding of the Victim Witness Assistance Program, for the period October 1, 2025 through September 30, 2026.

### **FISCAL IMPACT:**

The District Attorney will receive \$1,462,172 in revenue from Cal OES which is included in the FY25-26 budget.

### **BACKGROUND:**

On June 22, 2004, the District Attorney was designated by the Board of Supervisors as the provider of comprehensive victim and witness services for the County, effective July 1, 2004. Fiscal year 2025-2026 is the 22nd year that the District Attorney is applying for funds available to support the costs of Contra Costa County's Victim Witness Assistance Program. The grant application will continue to fund staff salaries and benefits to provide services to victims and witnesses of crimes.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If unapproved, the District Attorney will be unable to apply for and receive the grant funding needed to continue its comprehensive victim and witness services.

**Agenda Date:** 9/9/2025 File #: 25-3553 Agenda #: C.33.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3613 **Agenda Date: 9/9/2025** Agenda #:

C 34

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve Agreement #20-146-3 Customer Expressions Corp (Admin) for Systems Software

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a software and services agreement with Customer Expressions Corp. for fraud investigation systems software, in an amount not to exceed \$356,550 for the period August 1, 2025 through June 30, 2028.

### FISCAL IMPACT:

54% Federal, 38% State and 8% County General Funds. 38% is budgeted in FY 25-26; 31% will be budgeted in FY 26-27; and 31% will be budgeted in FY 27-28.

### **BACKGROUND:**

The Employment and Human Services Department (EHSD) seeks to renew an agreement with Customer Expressions Corp. for the Case IQ System for Fraud Investigation System software. The Case IQ system allows EHSD to document the process of tracking and managing investigations and provide reports needed to analyze results, demonstrate trends and prevent losses.

The Board of Supervisors approved an initial agreement in the amount of \$452,660 on June 5, 2018, Item C.71. The following two (2) agreements with this Vendor fell below the payment limit thresholds for staff reports. The second agreement was executed on June 1, 2021 and the third agreement on May 30, 2023.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

EHSD's fraud investigation software will not be updated in a timely manner.

### CHILDREN'S IMPACT STATEMENT:

This Agreement supports all five of Contra Costa County's five community outcomes established by 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"; "(5) Communities that are Safe and Provide a High Quality of Life for Children and Families".

**Agenda Date:** 9/9/2025 File #: 25-3613 Agenda #: C.34.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3614 **Agenda Date:** 9/9/2025 Agenda #:

C.35

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: 20-323-4 (Admin- IT) Exemplar Analytics Corp Renewal

⊠ 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 Exemplar Analytics Corp in an amount not to exceed \$360,000 to provide case management and eligibility reports related to compliance with state and federal regulations for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

54% Federal, 38% State, 8% County; of which 100% is budgeted in FY2025/26.

### **BACKGROUND:**

The Employment and Human Services Department (EHSD), seeks to continue using Exemplar Analytics Corp's Performance Management Consulting and Analytic Services. EHSD is working to better serve clients and constantly improve operations through improved monitoring of program operations and reporting of key performance activity and trends. Exemplar specializes in the development and delivery of operational analytics: select metrics culled from large complex data stores that provide critical performance information.

Exemplar interfaces with EHSD systems and distributes case management and eligibility reports to EHSD daily. These reports highlight any cases that require attention and alert the worker, enabling proactive and immediate action by staff assigned to cases, thereby ensuring better compliance with state and federal mandates.

Exemplar's experience and understanding of program operation challenges, combined with expertise working with various data systems used across county government agencies (including the California Statewide Automated Welfare System (CALSAWS)), makes them uniquely qualified to assist Contra Costa County. Exemplar's Performance Management Consulting and Analytic Services is a subscription service that enables agencies to access and utilize key performance management outcome data related to their operations at all levels of the organization, from the agency director to the front-line staff.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

File #: 25-3614 **Agenda Date: 9/9/2025** Agenda #: C.35.

The Board approved the initial contract on May 26, 2020 (C.38) which was amended June 13, 2023 (C.133) and again January 16, 2024 (C.32) and renewed August 13, 2024 (C.30).

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County will be unable to use Exemplar to provide overall performance reports.

### **CHILDREN'S IMPACT STATEMENT:**

This contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.36.

**To:** Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 20-697-0 (Admin) SAP Business Objects with Carahsoft Technology Corp.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director a Purchase Order with Carahsoft Technology Corp., in an amount not to exceed \$360,307 for the purchase of SAP Business Objects Enterprise maintenance and support for the period July 29, 2025 through July 28, 2028.

### FISCAL IMPACT:

54% Federal, 38% State, 8% County General Fund; of which 32% budgeted in FY25/26, 33% will be budgeted in FY26/27, and 35% will be budgeted in FY27/28.

### **BACKGROUND:**

The Employment and Human Services Department (EHSD), seeks to renew the license for SAP Business Objects Enterprise which is used for Management Reporting by Child and Family Services and Workforce Services bureaus. This product ensures proper security updates, software support, and generates over 800 management reports on all aspects of EHSD's business in the course of a month.

Routine tech support and software patches are needed to optimize the product's reliability and address complex issues associated with the reporting needs. This Purchase Order is subject to the terms of SAP's General Terms and Conditions for SAP Software and Support which includes a limitation of liability capping liability at the amount of license fees paid for the Software directly causing the damages. The vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County will be limited in having a secure and reliable management reporting service for the public.

### CHILDREN'S IMPACT STATEMENT:

This purchase order supports all five of the community outcomes established in the Children's Report Card: (1)

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3615 C.36.

"Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

**File #**: 25-3616 **Agenda Date**: 9/9/2025 **Agenda #**:

C.37.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: Purchase Order #20-706-0 (Admin) Everbridge, Inc. for Emergency Alert System

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order and related agreement with Everbridge, Inc., in an amount not to exceed \$64,386 for the purchase of Everbridge 360 Core for emergency notification alerts, for the period September 1, 2025 through July 31, 2028.

### **FISCAL IMPACT:**

54% Federal; 38% State; 8% County General Fund of which 36% is budgeted in FY 25/26; 32% will be budgeted in FY 26/27; and 32% will budgeted in FY 27/28.

### **BACKGROUND:**

The Employment and Human Services Department (EHSD) needs to obtain the Everbridge product which is a mass notification and alerting product. EHSD requires a method of quickly alerting staff with the ability to receive acknowledgement of receipt. Everbridge specifically includes the option of emergency alerting that field workers may use during home visits and other off-site related tasks. The Master Services Agreement includes an indemnification of Everbridge by the County. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County will be limited in its ability to provide its staff emergency notification messages.

### **CHILDREN'S IMPACT STATEMENT:**

This purchase order supports all five (5) Outcomes in the Children's Outcome Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

**Agenda Date:** 9/9/2025 File #: 25-3616 Agenda #: C.37.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.38.

**To:** Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: CFS - Contract #20-720-0 Star View Children and Family Services, Inc. dba Star View

Community Treatment Facility

⊠ 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 Star View Children and Family Services, Inc. dba Star View Community Treatment Facility, in an amount not to exceed \$339,978 to provide youth residential placement services for the period July 1, 2025 through June 30, 2026.

### FISCAL IMPACT:

50% Federal, 50% State Realignment Funds, which is budgeted in FY 25-26.

### **BACKGROUND:**

Star View Children and Family Services, Inc. dba Star View Community Treatment Facility (Star View) provides residential placement services for youth who cannot live safely in family homes or lower-level group care because of the nature and severity of their emotional and behavioral needs. Star View's Community Treatment Facility (CTF) offer alternatives to repeated placement failures. Star View stabilizes, provides treatment, and then transitions youth to less restrictive placements, including with family, foster families, or lower-level group homes as part of each youth's long-term permanency plan.

Previous agreements for similar services with Star View Children and Family Services, Inc.'s affiliate, Star View Behavioral Health, Inc., were authorized by the Board of Supervisors on June 25, 2024 (24-1853), May 16, 2023 (C.35) for FY23/24, May 24, 2022 (C.39) for FY22/23, on June 8, 2021 (C.78) for FY21/22 and on Oct 13, 2020 (C. 11) for FY 20/21.

### CHILDREN'S IMPACT STATEMENT:

This contract supports all 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".

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3617

C.38.

### CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, dependent youth in need of residential placement with integrated treatment services due to the nature and severity of their emotional and behavioral needs will not receive the services needed to effectively manage the behavior(s) symptoms that are a barrier to achieving and/or maintaining a residence in less restrictive environments, such as with a resource family.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.39.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: ADMIN IT - Contract #20-366-8 OmniPro 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 Employment and Human Services Director, a purchase order with OmniPro LLC, in an amount not to exceed \$1,732,979 for the purchase of 1,350 Lenovo Desktop computers, for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

54% Federal, 38% State, 8% County General Fund, all of which is budgeted in FY 25/26.

### **BACKGROUND:**

The Board of Supervisors approved C.77 on April 12, 2022, which was the start of the Employment and Human Services Department (EHSD) Refresh plan to purchase PC's from OmniPro LLC. EHSD is continuing its refresh plan by requesting a purchase order to procure additional PC's and laptops from OmniPro LLC under a National Association of State Procurement Officers Agreement Number 23014. Many of our existing fleet of PC's are over 7 years old and in need of replacement. Additional licensing for Microsoft Office is not needed as it has been purchased through the DoIT O365 Enterprise agreement. These PCs are needed to continue the upgrade to Windows 11 and Office 365.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CHILDREN'S IMPACT STATEMENT:**

This purchase order supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

### **CONSEQUENCE OF NEGATIVE ACTION:**

File #: 25-3618 **Agenda Date:** 9/9/2025 Agenda #: C.39.

EHSD will be unable to move forward with this technology upgrade.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3619 Agenda Date: 9/9/2025 Agenda #:

C.40.

**To:** Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve #40-581-0 (AAS) Purchase Order and Service Terms with iHeartMedia Management

Services, 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 Employment and Human Services Director, a purchase order with iHeartMedia Management Services, Inc., subject to iHeartMedia Management terms and conditions, in an amount not to exceed \$5,700 for radio advertisement targeting Contra Costa County residents in English and Spanish as part of the department's Age-Friendly campaign for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

100% Measure X; all of which is budgeted in FY 25-26.

### **BACKGROUND:**

On November 16, 2021, the Board of Supervisors passed Item D.5., which allocated Measure X funding to Employment and Human Services for the Master Plan for Aging which includes Aging and Adult's Age-Friendly Campaign to launch in FY 25-26.

The goals of the Age-Friendly Campaign are to dispel age bias, counter myths about aging, encourage intergenerational connection, celebrate contributions across the lifespan, and foster understanding and mutual respect. The Vendor, iHeartMedia Management Services, Inc. will provide advertising space on the iHeart radio platform and various radio channels for EHSD's Age-Friendly campaign to optimize reach and effectiveness. The terms and conditions include an indemnification from the County to iHeartMedia for any claims resulting from the County's use of the advertising. This Vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County would not effectively be able to launch and leverage awareness for Employment and Human Services' Age-Friendly Campaign without these advertising services.

### CHILDREN'S IMPACT STATEMENT:

This purchase order supports the following community outcomes established in the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3620 **Agenda Date:** 9/9/2025 Agenda #:

C 41

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: 20-554-1 Purchase Order for Licenses for ServiceNow Software

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent or designee, to execute on behalf of Employment and Human Services Department, a purchase order and related agreement with AlxTel, Inc., in an amount not to exceed \$241,558, for the purchase of ServiceNow licenses, for the period October 1, 2025 through September 30, 2026.

### **FISCAL IMPACT:**

54% Federal, 38% State, and 8% County; all of which will be budgeted in FY 25-26.

### **BACKGROUND:**

The Employment and Human Services Department (EHSD) utilizes an Information Technology (IT) help desk ticketing system to log, distribute, track and complete service requests from EHSD staff and social workers. These requests include repairing computer equipment, adding software, and correcting errors in State and other data systems.

EHSD is in the process of replacing the system purchased in 2014 with ServiceNow's cloud-based help desk software. The software is accessed using licenses. This purchase order is to request renewal of the licenses. The Terms of Service Agreement includes a limitation of liability capping damages at the amount of fees paid in the prior 12 months. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County will not be able to access ServiceNow's IT help desk software and will not be able to leverage its automated ticketing system to reduce errors and improve service request resolution time.

### **CHILDREN'S IMPACT STATEMENT:**

This purchase order supports all the third the community outcomes established in the Children's Report Card:

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(1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.



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# Staff Report

File #: 25-3621 Agenda Date: 9/9/2025 Agenda #:

C.42.

**To:** Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #40-487-5 (AAS) Meals on Wheels Diablo Region for CalFresh Healthy Living

Supplemental Nutrition Assistance 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 contract with Meals on Wheels Diablo Region, in an amount not to exceed \$276,947 to deliver the CalFresh Healthy Living Supplemental Nutrition Assistance Program to provide evidence-based nutrition education and obesity prevention services for the period October 1, 2025 through September 30, 2026.

### **FISCAL IMPACT:**

100% Federally funded through an agreement with the California Department of Aging's Supplemental Nutrition Assistance Program (SNAP-Ed); of which 75% is budgeted in FY 25-26 and 25% will be budgeted in FY 26-27.

### **BACKGROUND:**

Meals on Wheels Diablo Region provides evidence-based Supplemental Nutrition Assistance Program - Education (SNAP-Ed) nutrition education and obesity prevention services to low-income older adults in Contra Costa County, age sixty (60) years or older, at eligible sites.

On September 24, 2024 (Item C.52), the Board approved a contract with the Vendor in an amount not to exceed \$276,947 to provide SNAP-Ed services for the term October 1, 2024 through September 30, 2025.

On July 8, 2025 (Item C.34), the Board approved an amendment to increase the payment limit by \$239,434 and to provide additional SNAP-Ed services for a new payment limit of \$516,381 with no change to the term.

This action is to continue the SNAP-Ed services for a new term of October 1, 2025 through September 30, 2026.

This Contract conforms to the procurement guidelines outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the CalFresh Healthy Living SNAP-Ed program will not be delivered in Contra Costa County.

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### **CHILDREN'S IMPACT STATEMENT:**

This contract supports the fourth of Contra Costa County's community outcomes of the Children's Report Card, "4. Families that are Safe, Stable and Nurturing."



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# Staff Report

File #: 25-3622 Agenda Date: 9/9/2025 Agenda #:

C.43.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: Contract #40-530-4 (AAS) Trio Community Meals, LLC

⊠ 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 Trio Community Meals, LLC, in an amount not to exceed \$4,990,821 to provide Older Americans Act Title III-C Senior Nutrition Program meal services to eligible seniors for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

38% Federal (Older Americans Act), 12% State (Modernizing Older Americans Act), 50% County (12% Measure X and 38% County Nutrition Fund), all of which is budgeted in FY 25/26.

### **BACKGROUND:**

Trio Community Meals (Contractor) produces meals that are provided to older adults who are participants in the Employment and Human Services Aging & Adult Services home delivered and congregate meals programs.

On July 23, 2024, the Board approved a Contract (C.31) in the amount of \$3,132,067 for the Older Americans Act Title II-C Senior Nutrition Program for term July 1, 2024 to June 30, 2025. On December 17, 2024, the Board approved a contract amendment (C.90) to revise the Service Plan with no change to the payment limit or term. On June 24, 2025, the Board approved a second contract amendment (25-2533) to increase the payment limit by \$286,377.

This action is to approve a contract renewal for term July 1, 2025 to June 30, 2026 for the Contractor to continue to provide meals under Title III-C Senior Nutrition Program.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, this Contractor will not be able to provide much needed Senior Nutrition services for older adults in Contra Costa County.

### **CHILDREN'S IMPACT STATEMENT:**

This contract supports one (1) of Contra Costa County's community outcomes of the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."



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# Staff Report

File #: 25-3623 **Agenda Date: 9/9/2025** Agenda #:

C 44

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

**Report Title:** Contract # 40-493-4 (AAS) Meals on Wheels Diablo Region for Title III-C Senior Nutrition

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 contract with Meals on Wheels Diablo Region, in an amount not to exceed \$1,139,544 to deliver the Older Americans Act Title III-C Senior Nutrition Program for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

66% Federal funds and 34% State funds all of which is budgeted in FY 25-26.

### **BACKGROUND:**

On July 23, 2024, the Board approved a contract (C. 34) with Meals on Wheels Diablo Region to provide services under the Older Americans Act Title III-C Senior Nutrition Program for term July 1, 2024 to June 30, 2025. On June 10, 2025, the Board approved a contract amendment (C. 54) with no change to term through June 30, 2025.

This action will continue the provision of Title III-C Senior Nutrition Program Services for eligible Contra Costa County recipients for the term July 1, 2025 to June 30, 2026.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, Meals on Wheels Diablo Region will not continue to serve members of the Senior Nutrition Program after June 30, 2025.

### **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."



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# Staff Report

C.45.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: #21-700-26 Contra Costa County In-Home Supportive Services Public Authority

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement with Contra Costa County In-Home Supportive Services Public Authority, a public agency, in an amount not to exceed \$3,457,845 to provide In-Home Supportive Services to In-Home Supportive Services recipients for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

50.5% Federal, 40% State, 9.5% 1991 Realignment; all of which is budgeted in FY 25-26.

### **BACKGROUND:**

On August 13, 2024, the Board approved item C.31 authorizing an agreement with Contra Costa County In-Home Supportive Services Public Authority for a term of July 1, 2024 to June 30, 2025.

In March 1998, the Board of Supervisors enacted Ordinance Number 98-14, establishing the Contra Costa County In-Home Supportive Services Public Authority as an independent public agency pursuant to California Welfare and Institutions Code section 12301.6. While the Public Authority is an independent public agency providing service to the County, it also receives services from County Departments. This dual relationship requires an agreement that establishes the respective obligations and responsibilities of the County and the Public Authority.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, in-home caregiving to County In-Home Supportive Services recipients provided through the Public Authority may not be delivered.

### CHILDREN'S IMPACT STATEMENT:

This Interagency Agreement support the fourth of Contra Costa County's community outcomes of the Children's Report Card, "Families that are Safe, Stable and Nurturing."

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# Staff Report

File #: 25-3625 **Agenda Date: 9/9/2025** Agenda #:

C 46

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #18-508-0 (WDB) East Oakland Youth Development Center for Measure X Youth

Centers Initiative

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with East Oakland Youth Development Center in an amount not to exceed \$434,420 to provide youth sports and fitness services with integrated youth employment and job readiness services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

100% County funded by Measure X of which 50% is budgeted in FY 2025/26 and 50% will be budgeted in FY 2026/27.

### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18 to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

To address this population, East Oakland Youth Development Center will deliver Youth Sports and Fitness programming services via its JOY x Dream Project program for up to fifty (50) middle and high school youth annually in District 3. Sports and fitness programming will focus on fostering physical well-being, socialemotional development, sportsmanship, and leadership skills among youth ages 12-18. East Oakland Youth Development Center's cascading mentorship approach brings their nationally recognized near-peer mentorship model to support the achievement and success of District 3 youth. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

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C.46.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

### CHILDREN'S IMPACT STATEMENT:

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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# Staff Report

File #: 25-3626 **Agenda Date: 9/9/2025** Agenda #:

C 47

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract # 18-507-0 (WDB) Improve Your Tomorrow for Measure X Youth Centers Initiative

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Improve Your Tomorrow in an amount not to exceed \$434,864 to provide youth academic support services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

100% County funded by Measure X of which 50% is budgeted in FY 2025/26 and 50% will be budgeted in FY 2026/27.

### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18 to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

To address this population, Improve Your Tomorrow will deliver Youth Academic Support Services via their College Academy program for up to one hundred (100) high school youth in District 3 and up to one hundred (100) high school youth in District 5. Improve Your Tomorrow's mentorship-based academic support model is uniquely positioned to increase academic achievement, reduce barriers to college access, and improve student engagement. Improve Your Tomorrow's program will include college and career readiness, social-emotional learning, leadership development, and engage families to strengthen participant retention. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill

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C.47.

its obligations under Measure X.

### CHILDREN'S IMPACT STATEMENT:

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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## Staff Report

C.48.

**To:** Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

**Report Title:** Contract # 18-506-0 (WDB) Bay Area Community Resources, Inc. for Measure X Youth Centers

Initiative

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Bay Area Community Resources, Inc. in an amount not to exceed \$434,866 to provide youth employment and job readiness services under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

100% County funded by Measure X of which 50% is budgeted in FY 2025-26 and 50% will be budgeted in FY 2026-27.

#### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: *Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18* to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

To address this population, Bay Area Community Resources, Inc. will deliver Youth Employment and Job Readiness via their Youth Job Center program for up to 80 youth annually in District 3. Through their appropriate-age approach, youth participants will have the opportunity to explore careers, skill building with practical application opportunities and review professional expectations through exposure and learning opportunities. The Youth Job Center programming will include work experience, career training, and subsidized internships. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

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Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

### **CHILDREN'S IMPACT STATEMENT:**

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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## Staff Report

File #: 25-3628 **Agenda Date: 9/9/2025** Agenda #:

C 49

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #18-504-0 (WDB) Independent Arts & Media for Measure X Youth Centers Initiative

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Independent Arts & Media in an amount not to exceed \$869,732 to provide youth arts/music/cultural programming under the Measure X Youth Centers Initiative for the period July 1, 2025 through June 30, 2027.

#### FISCAL IMPACT:

100% County funded by Measure X of which 50% is budgeted in FY 2025/26 and 50% will be budgeted in FY 2026/27.

#### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18 to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

To meet this need, Independent Arts & Media will implement its Youth Arts Connection Program for up to 200 youths annually in Districts 3 and 5. The program includes weekly spoken word, poetry, storytelling, and music workshops led by trained facilitators and artists. Youth participants will build skills in communication, selfexpression, problem-solving, reading, and writing. Group projects address a variety of topics, including personal development and mental health awareness. The program integrates restorative listening practices and personal growth opportunities. All services will be offered during out-of-school hours, including evenings, weekends, and extended summer sessions. Outreach will focus on underserved populations through partnerships with schools, local cultural organizations, and community service providers. The vendor was selected per procurement requirements outlined in Administrative bulletin 600.3.

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C.49.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

### **CHILDREN'S IMPACT STATEMENT:**

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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## Staff Report

File #: 25-3629 Agenda Date: 9/9/2025 Agenda #:

C.50.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: Contract #18-502-0 (WDB) People Who Care Children Association for Measure X Youth Centers

Initiative

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with People Who Care Children Association in an amount not to exceed \$299,274 to provide youth employment and job readiness programming services under the Measure X Youth Centers Initiative for the term July 1, 2025, through June 30, 2027.

### **FISCAL IMPACT:**

100% County funded by Measure X of which 50% is budgeted in FY 2025/26 and 50% will be budgeted in FY 2026/27.

#### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: *Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18* to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

People Who Care Children Association's NextGen Green Career Exploration program will serve up to 100 youth annually, combining career exploration in sustainability fields with soft skills training, financial literacy, and mental health support. Outreach will focus on high-risk and underserved youth through partnerships with Pittsburg Unified School District and Contra Costa County Probation, using bilingual materials and in-person school-based events. Services will be offered during out-of-school hours. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

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Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

### CHILDREN'S IMPACT STATEMENT:

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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## Staff Report

File #: 25-3630 Agenda Date: 9/9/2025 Agenda #:

C.51.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

**Report Title:** Contract 18-500-0 (WDB) Ambrose Recreation and Park District Foundation for Measure X

Youth Centers Initiative

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Ambrose Recreation and Park District in an amount not to exceed \$568,900 to provide youth academic support and leadership development services under the Measure X: Youth Centers Initiative for the period July 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

100% County funded by Measure X of which 50% is budgeted in FY 2025/26 and 50% will be budgeted in FY 2026/27.

#### **BACKGROUND:**

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: *Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18* to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately \$3.2 million annually-across one or more service providersfor the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

Under this contract, Ambrose Recreation and Park District will implement its Bay Point Youth Academy in District 5, serving up to thirty-five (35) youth annually through after-school and Saturday programming. Services will include but are not limited to academic support, structured group projects, public speaking, career exploration, leadership development, community service, and enrichment field trips. Group projects address a variety of topics from career exploration to mental and physical health. The program emphasizes youth voice, experiential learning, and access for underserved communities, including Spanish-speaking and neurodivergent youth. Services will be offered during out-of-school hours, with extended hours during summer and school breaks. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

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C.51.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

### **CHILDREN'S IMPACT STATEMENT:**

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families,".



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## Staff Report

C.52.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: 40-557-1 Title IIIC Senior Nutrition Program with Meals on Wheels West Diablo Region

Amendment

⊠ 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 amendment with Meals on Wheels Diablo Region reflecting a change in the type of meals delivered, with no change to the payment limit of \$700,002 or term through June 30, 2026, to deliver the Older Americans Act Title IIIC-2 Senior Nutrition Home Delivered Meals Program.

#### **FISCAL IMPACT:**

100% County funded through Measure X funding; which is budgeted in FY 25-26.

#### **BACKGROUND:**

On July 23, 2024, the Board of Supervisors approved Consent Item C.29. authorizing a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$700,002, to provide home delivered meals under the Older Americans Act (OAA) Title IIIC-2 Senior Nutrition Home Delivered Meals Program for the period July 1, 2024, through June 30, 2026.

This contract will be amended to increase OAA Title IIIC-2 Home Delivered Meal service units with no change to the payment limit of \$700,002. Rather than delivering breakfast bags in 2025-2026, Contractor will be delivering nutritious frozen meals.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, Meals on Wheels Diablo Region will not be able to increase much needed Senior Nutrition services for older adults in Contra Costa County.

#### **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."

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## Staff Report

File #: 25-3632 **Agenda Date: 9/9/2025** Agenda #: C.53. To: **Board of Supervisors** From: Marla Stuart, Employment and Human Services Director Report Title: #40-582-0 Adult Protective Services Gift Cards for Client Meals and Transportation ⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Employment and Human Services Director, physical gift cards in an amount not to exceed \$25,000 for client meals and transportation from Blackhawk Network.

#### **FISCAL IMPACT:**

100% State funds, all of which is budgeted for FY 25/26.

#### **BACKGROUND:**

The Employment and Human Services Department division of Adult Protective Services (APS) Social Workers serve elder and dependent adults who are at risk of abuse, neglect, and financial exploitation. Many of these individuals experience financial hardships, lack of safe and reliable transportation, and struggle to meet basic needs such as food, clothing, and basic household items. This creates barriers to meeting critical needs such as medical appointments, legal obligations, access to benefits, food resources, or relocation to safer environments. Gas gift cards can assist elders who are still able to drive but might be living on a fixed income. Additionally, providing gift cards to grocery and general stores such as Target, Walmart and Amazon allows APS to offer immediate assistance to clients facing urgent situations when conducting home visits.

Funding for this project comes from the American Rescue Plan Act (ARPA). The California Department of Social Services (CDSS) pre-approved Contra Costa County's use of ARPA funds for this purpose. Gift cards will include transportation costs totaling \$1,000, to provide Adult Protective Services Social Workers with the ability to provide gas gift cards to elder and dependent adults and \$24,000 in gift cards to provide Adult Protective Services Social Workers with the ability to provide groceries and/or basic need items for Adult Protective Services clients.

The gift cards will include the following: 20 Chevron gift cards each with a value of \$25, totaling \$500; 20 Shell gift cards each with a value of \$25, totaling \$500; 120 Target gift cards each with a \$50 value, totaling \$6,000; 180 Walmart gift cards, each with a \$50 value, totaling \$9,000; and 180 Amazon gift cards, each with a \$50 value, totaling \$9,000.

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C.53.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, APS clients may face significant challenges in attending essential appointments, obtaining critical services, or relocating to safer environments. The lack of reliable transportation could contribute to increased risk of harm, delayed interventions, and unmet basic needs, ultimately compromising clients' health, safety, and well-being. Furthermore, the inability to meet urgent basic needs could result in the decline of clients' physical and mental well-being and potentially escalate protective service interventions.

### **CHILDREN'S IMPACT STATEMENT:**

This purchase order supports the following community outcomes established in the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3633 **Agenda Date:** 9/9/2025 Agenda #:

C 54

To: **Board of Supervisors** 

From: Marla Stuart, Employment and Human Services Director

**Report Title:** #40-583-0 (AAA) Adult Protective Services Clipper Cards for Transportation

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Employment and Human Services Director, 100 physical Clipper cards from Cubic Transportation Systems in an amount not to exceed \$5,300 for transportation for Adult Protective Services consumers.

#### FISCAL IMPACT:

100% State funding; all of which is budgeted for FY 25/26.

### **BACKGROUND:**

The Employment and Human Services Department Adult Protective Services (APS) Social Workers serve elders and dependent adults who are at risk of abuse, neglect, and financial exploitation. Many of these individuals experience financial hardships and lack of safe and reliable transportation. This creates barriers to meeting critical needs such as medical appointments, legal obligations, access to benefits, food resources, or relocation to safer environments. Clipper cards can assist elders and dependent adults to ride bay area public transportation, such as Bart and local city buses.

Funding for this program comes from American Rescue Plan Act (ARPA). The California Department of Social Services has pre-approved Contra Costa County's use of ARPA funds for this purpose. EHSD will purchase 100 Clipper cards, each with a value of \$50. Each card may have a one-time activation fee of \$3.00. APS Social Workers will provide clipper cards to vulnerable APS clients. EHSD will maintain appropriate fiscal and monitoring controls of the clipper cards.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, APS clients may face significant challenges in attending essential appointments, obtaining critical services, or relocating to safer environments. The lack of reliable transportation could contribute to increased risk of harm, delayed interventions, and unmet basic needs, ultimately compromising clients' health, safety, and well-being. Furthermore, the inability to meet urgent basic needs could result in the decline of clients' physical and mental well-being and potentially escalate File #: 25-3633 **Agenda Date: 9/9/2025** Agenda #:

C.54.

protective service interventions.

### CHILDREN'S IMPACT STATEMENT

This purchase order supports the following community outcomes established in the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.55.

**To:** Board of Supervisors

**From:** Marla Stuart, Employment and Human Services Director

Report Title: OHS Supplemental Grant Application

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RATIFY the grant application submitted to the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, and APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$428,550, and to execute a grant award agreement, including any amendments or extensions thereof, to support Head Start families with healthy eating for the period of September 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

100% Federal funding all of which will be budgeted in FY25/26.

#### **BACKGROUND:**

The Office of Head Start (OHS) opened a one-time supplemental funding opportunity on July 29, 2025 with a priority deadline of August 22, 2025 (ACF-OHS-PI-25-02). Staff shared this opportunity during the August 12, 2025 Board of Supervisors monthly Head Start update (D.4). Staff submitted an application by the August 22, 2025 deadline with the intention to get formal Board approval prior to the award being issued per guidance from OHS.

OHS intends for this funding to help programs comply with ACF-OHS-IM-25-03 which calls for Head Start grantees to improve or expand their nutrition services and support for healthy eating. The proposed application includes funds for improving centers, such as upgrading appliances; securing equipment for food service, bottle-feeding, and gardening; providing healthy food at site events; and participating in a Nutrition Train-the-Trainer program. The application also includes funds for purchasing supplies to provide families, such as newborn baby kits, healthy eating kits, and creating a food pantry at the centers.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The County will not receive supplemental funding to provide Head Start families with additional supports for nutrition and healthy eating.

#### CHILDREN'S IMPACT STATEMENT:

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The services provided under this contract support all five of Contra Costa County's community outcomes: (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

## Staff Report

File #: FPD-RES 2025-04 **Agenda Date: 9/9/2025** Agenda #:

C 56

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Adopt Notice of Completion for New Generators at Fire Station No. 2 at 2012 Geary Road,

Pleasant Hill (WH715B) and Fire Station No. 81 at 315 W. 10<sup>th</sup> Street, Antioch (WH716B)

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, ADOPT a Resolution No. accepting as complete for the Contra Costa County Fire Protection District, the contracted work performed by P.C. Inc., a California corporation, for New Generators at Fire Station No. 2 at 2012 Geary Road, Pleasant Hill, and Fire Station No. 81 at 315 W. 10th Street, Antioch

### FISCAL IMPACT:

No fiscal impact associated with accepting completion of contracted work.

#### **BACKGROUND:**

On March 29, 2022, a construction contract in the amount of \$789,000 was issued to replace/upgrade the Generators at Fire Station No. 2 at 2012 Geary Road in Pleasant Hill, and Fire Station No. 81 at 315 W. 10<sup>th</sup> Street in Antioch was awarded by the Contra Costa County Fire Protection District to P.C. Inc. In order to continue to remain 100% in service and fully functional to respond to our communities' needs during extended power outages, the Contra Costa Fire Protection District needed to upgrade the backup generators at critical facilities.

The Contra Costa Fire Protection District was awarded a federal grant through the Hazard Mitigation Grant Program (HMGP). Funding is 75% federal with a 25% local agency match. Local agency match will be from the District's General Fund.

The project has now been completed, and the Fire Chief recommends that the Board adopt Resolution No. 2025/xxx accepting the contract work as complete.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Accepting a contract as complete is standard procedure and allows for proper closeout of the construction contract. If the contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended, and then the Contra Costa County Fire Protection District will incur expenses for additional contract administration.

**Agenda Date:** 9/9/2025

Agenda #:

### THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Adopting Resolution, Accepting and giving Notice of Completion of Contract with P.C. Inc., for the completion of the New Generators at FS No. 2 at 2012 Geary Road, Pleasant Hill and FS No. 81 at 315 W. 10<sup>th</sup> Street, Antioch Project No. 270-2101 (District #4) and 305-2101 (District #5)

WHEREAS, On March 29, 2022, the board awarded a contract in the amount of \$789,000 to P.C. Inc. of Nipomo, CA to replace/upgrade New Generators at FS No. 2 at 2012 Geary Road, Pleasant Hill and FS No. 81 at 315 W. 10<sup>th</sup> Street, Antioch (Project); and

WHEREAS, On March 29, 2022, the County (Owner) Contracted with P.C. Inc., (General Contractor), with Travelers Casualty and Surety Company of America, as Surety, for the construction to be performed on the New Generators at FS No. 2 at 2012 Geary Road, Pleasant Hill and FS No. 81 at 315 W. 10<sup>th</sup> Street, Antioch, CA; and

WHEREAS, the Public Works Department reports said work has been completed and complies with the approval plans, special provisions and standard specifications and recommends its acceptance as complete as of September 9, 2025.

NOW, THEREFORE, BE IT RESOLVED that;

Said work is accepted as completed as of September 9, 2025, as recommended by the Public Works Director; and

The Clerk of the Board shall file with the County Recorder within fifteen (15) days of September 9, 2025 a copy of this Resolution and the attached notice of Completion for said work pursuant Civil Code Section 9204.

File #: FPD-RES 2025-04 **Agenda Date:** 9/9/2025 C.56.

Agenda #:

Return To:	uest of: Clerk of the Board Public Works Dept	
	THE BOARD OF SUPERVISO	ORS OF CONTRA COSTA COUNTY, CALIFORNIA
	and for Special Districts, A	Agencies and Authorities Governed by the Board
Adopted this Resolu	ition onby the fo	ollowing vote:
AYE:		
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		
		Resolution No.
completion of the		g and giving Notice of Completion of Contract with P.C. Inc., for the Geary Road, Pleasant Hill and FS No. 81 at 315 W. 10 <sup>th</sup> Street, Antioch ict #5)
		contract in the amount of \$789,000 to P.C. Inc. of Nipomo, CA to eary Road, Pleasant Hill and FS No. 81 at 315 W. 10 <sup>th</sup> Street, Antioch
Company of Ameri	•	ntracted with P.C. Inc., (General Contractor), with Travelers Casualty and Suret- performed on the New Generators at FS No. 2 at 2012 Geary Road, Pleasan and
	ublic Works Department reports said wor fications and recommends its acceptance	rk has been completed and complies with the approval plans, special provisions as complete as of September 9, 2025.
NOW, THEREFO	ORE, BE IT RESOLVED that:	
Said work is accept	ted as completed as of September 9, 2025	5, as recommended by the Public Works Director; and
	oard shall file with the County Recorder of Completion for said work pursuant Civil (	within fifteen (15) days of September 9, 2025 a copy of this Resolution and the Code Section 9204
Contact		I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.
Contact:		ATTESTED:  Monica Nino, County Administrator and Clerk of the Board of Supervisors
		By: , Deputy

Cc:



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3555 **Agenda Date: 9/9/2025** Agenda #:

C 57

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Purchase Order for Hazardous Materials Equipment

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with Hazmat Resource, Inc. in an amount not to exceed \$355,000 for hazardous materials equipment.

### **FISCAL IMPACT:**

This purchase order will be funded through a combination of Federal funding in the amount of \$309,577 (87.2%) from the State Homeland Security Grant Program and \$45,423 (12.8%) from the CCCFPD General Operating Fund.

This is a regional grant with equipment purchased for San Ramon Valley Fire, Richmond Fire, Contra Costa County Health-Hazmat, and Contra Costa County Fire Protection District. The other agencies will reimburse the District for their share of the costs of this grant and the associated equipment.

### **BACKGROUND:**

On December 5, 2023, the Contra Costa County Fire Protection District (District) received Board approval to apply for and accept grant funding from the State Homeland Security Grant Program.

The Contra Costa County Fire Protection District, in cooperation with the three other hazardous materials (hazmat) agencies within the County (San Ramon Valley Fire, Richmond Fire, and Contra Costa County Health -Hazmat), is requesting funds for the purchase of two (2) pieces of hazmat equipment per agency.

The first piece of equipment is an advanced handheld chemical identifier that uses spectroscopy to quickly analyze unknown substances. This will enable hazmat teams to rapidly identify hazardous materials on-site, facilitating faster decision-making and reducing mitigation times during emergencies.

The second piece of equipment is a portable gas chromatograph-mass spectrometer that provides real-time analysis of volatile organic compounds and chemical warfare agents. This will enhance the hazmat teams' ability to assess and mitigate risks associated with chemical releases.

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## CONSEQUENCE OF NEGATIVE ACTION:

Without a purchase order, the District will not be able to purchase this grant-funded equipment and will lose the ability to strengthen each hazmat agency's response capability.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3556 Agenda Date: 9/16/2025 Agenda #:

C.58.

**To:** Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Contract with Restoration First Responder Network, LLC

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Restoration First Responder Network, LLC in an amount not to exceed \$710,000 for mental health care, crisis support, and training services for the period October 1, 2025, through September 30, 2027.

### **FISCAL IMPACT:**

100% California Governor's Office of Emergency Services (CAL OES) Health and Wellness Grant Funds.

### **BACKGROUND:**

Fire personnel at Contra Costa County Fire Protection District regularly face high-stress, high-risk situations that place significant demands on their mental health and emotional resilience. The cumulative impact of repeated exposure to trauma, long hours, and the critical nature of their work can lead to burnout, anxiety, and other long-term health challenges if left unaddressed.

To address and meet these needs, the Fire District is seeking to contract with Restoration First Responder Network (RFRN), a provider that offers specialized, culturally competent mental health services exclusively for first responders. RFRN provides a comprehensive range of services, including proactive annual check-ins, critical incident debriefings, crisis intervention, individual counseling, peer support training, and leadership and spouse education. These services are confidential and accessible in person and via telehealth, specifically designed to address the unique challenges faced by fire service professionals and their families.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the District may miss a critical opportunity to address the mental health needs of its personnel in a proactive manner.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3557 **Agenda Date: 9/9/2025** Agenda #:

C 59

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Contract with Ready Rebound, Inc. for Care Coordination Services

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Ready Rebound, Inc. in an amount not to exceed \$805,000 for expert injury help and care coordination services for the period October 1, 2025 through September 30, 2028.

### **FISCAL IMPACT:**

100% CCCFPD General Operating Fund.

### **BACKGROUND:**

Firefighting is a physically demanding and high-risk profession, with personnel frequently sustaining injuries that can result in extended time away from duty. Delays in diagnosis, specialist appointments, and treatment often lead to longer recovery times, increased workers' compensation costs, and higher overtime expenses for backfilling injured staff.

Ready Rebound addresses these challenges by offering a tailored healthcare advocacy and recovery solution specially developed for first responders. Centered on expedited, concierge-level care, the service ensures rapid access to top-tier orthopedic treatment, proactive triage, and seamless communication. By accelerating diagnosis and treatment, Ready Rebound helps members return to duty significantly faster, benefiting both personal well-being and organizational efficiency. Their inclusive model also supports families and retirees, offers significant cost and time savings for departments, and is built on a foundation of trust, empathy, and mission-driven care.

This service is being procured through The Interlocal Purchasing System (TIPS) under contract number 250106. TIPS is a national cooperative purchasing program administered by the Region 8 Education Service Center, which serves as the lead agency. It provides state and local governments with access to competitively solicited contracts. The agreement is established with Vertosoft, an authorized reseller of the Ready Rebound solution.

This agreement includes limitation of liability language.

### **CONSEQUENCE OF NEGATIVE ACTION:**

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3557 C.59.

If this contract is not approved, injured personnel may face continued delays to access to care, prolonged recovery times, and extended absences from duty, resulting in higher workers' compensation costs and increased overtime costs for minimum staffing of operational positions.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3558 **Agenda Date: 9/9/2025** Agenda #:

C.60

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Peterbilt Heavy Equipment Transport Tractor

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Fire District, a Participating Addendum with Peterbilt Motors Company, in an amount not to exceed \$315,000, for the purchase of a transport tractor, during the period of September 9, 2025 through July 9, 2028, under the terms of a Master Contract awarded by Sourcewell and distributed through Coast Counties Peterbilt. (100% CCCFPD General Operating Fund)

#### FISCAL IMPACT:

Budgeted capital purchase. 100% CCCFPD General Operating Fund.

#### **BACKGROUND:**

Since its inception, the Contra Costa County Fire Protection District's heavy equipment program has relied on the ability to transport critical equipment such as dozers, motor graders, and backhoes throughout the County to support fire suppression and fire trail maintenance operations. The District maintains two dozers for use during fire season, with transport tractors available to move them as needed.

In addition to these, the District uses a 2006 Peterbilt tractor for supplemental transport. However, due to its age and increasing maintenance needs, this vehicle poses a growing risk of mechanical failure that could impact emergency response.

Routine upgrades to heavy equipment are essential to ensuring both safety and operational efficiency. Purchasing a new Peterbilt transport tractor would provide the District with a reliable, efficient, and capable vehicle to safely and consistently transport heavy equipment where and when needed.

This purchase is governed by the terms of the agreement between the District and Peterbilt, and the terms of a Sourcewell cooperative purchase contract awarded to Peterbilt Motors Company (Sourcewell Contract No. 032824-PMC).

### **CONSEQUENCE OF NEGATIVE ACTION:**

File #: 25-3558 **Agenda Date: 9/9/2025** Agenda #: C.60.

If this contract is not approved, then the Fire District will lack a reliable means to transport heavy equipment for fire trail maintenance and emergency response.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3559 **Agenda Date: 9/9/2025** Agenda #:

C 61

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Motor Grader - Catepillar Inc.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Fire District, a Participating Addendum with Caterpillar Inc., in an amount not to exceed \$600,000, for the purchase of a motor grader, during the period of September 9, 2025 through April 14, 2027, under the terms of a Master Contract awarded by Sourcewell and distributed through Peterson CAT. (100% CCCFPD General Operating Fund)

#### FISCAL IMPACT:

This is a budgeted capital purchase for FY25-26 from the CCCFPD General Operating Fund. There will be cost savings through long term reduction or elimination of rental expenses of approximately \$100,000 annually.

### **BACKGROUND:**

For decades, the Contra Costa County Fire Protection District has maintained a fire trail program to aid in wildfire prevention and response. This program plays a key role in reducing wildfire spread, minimizing costs, and safeguarding both lives and property within the County. Each year from April through June, the District maintains approximately 300 miles of fire trails across the County using rented motor graders and a Districtowned dozer. These trails are crucial for providing safe access for firefighting apparatus to effectively contain wildfires.

Purchasing a new motor grader would cut long-term costs and improve operational flexibility. Currently, the District shortens trail maintenance periods to minimize rental expenses. Owning a motor grader would remove this limitation, allowing for more efficient scheduling, year-round access, and better fire suppression across the County. The District also operates a fully staffed repair shop with experienced heavy equipment mechanics to maintain this machinery.

This purchase is governed by the terms of the agreement between the District and Peterson CAT, and the terms of a Sourcewell cooperative purchase contract awarded to Caterpillar, Inc. (Sourcewell Contract No. 011723-CAT).

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C.61.

## CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, then the Fire District will be required to continue renting a motor grader, likely incurring increasing annual costs.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3560 **Agenda Date: 9/9/2025** Agenda #:

C.62

To: **Board of Supervisors** 

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: CAL FIRE California Climate Investments Fire Prevention Grants Program

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, RATIFY the Fire District's application for the California Fire Safe Council's 2025 State Fire Capacity (SFC) Grant program, and APPROVE the Fire District to accept, if awarded, grant funds in an amount not to exceed \$225,000 for the creation of a shaded fuel break.

#### FISCAL IMPACT:

The grant request will not exceed \$225,000. There is a cost share of 1.5 times the awarded amount, which would be \$337,500. The Fire District's cost-sharing requirement is currently allocated from Measure X funds for wildfire mitigation.

### **BACKGROUND:**

The California Fire Safe Council (CFSC) supports hazardous fuels reduction, community wildfire prevention planning, and education and mitigation activities across California through the 2025 State Fire Capacity (SFC) Grant Program.

The East Richmond Heights Shaded Fuel Break (Project) will significantly reduce the threat of uncontrolled wildfire and associated greenhouse gas emissions by reducing high fuel concentrations and disrupting the horizontal and vertical continuity of fuel beds. The tree canopy formed by healthy mature trees will remain largely intact to reduce the future growth of brush and understory vegetation and to preserve sequestered carbon in existing trees. The desired result is to restore fuel loading to more natural levels that can be maintained by the periodic introduction of prescribed fire or goat grazing.

This phase two Project will result in the protection of residents in East Richmond Heights by creating a shaded fuel break approximately three miles in length. Expected outcomes include reduction of biomass of woody and vegetative material available for combustion; significant reduction in the probability of uncontrolled wildfires from starting or entering the area; increasing the effectiveness of defensible space surrounding residential structures in the area; decreasing the amount of woody and vegetative material that is available for conversion

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to greenhouse gases by unplanned wildfire; and providing for a safer community. The Project is a fuels reduction effort that will involve the use of goat grazing, hand crews, chippers and medium duty excavators equipped with forestry rotary brush cutters on articulating arms. The excavators will work from existing fire trails or roads to reduce soil disturbance and will focus on removing ladder fuels and accumulated ground fuels within mechanical reach of a fire trail or road. In areas that the excavators cannot reach, work will be accomplished using hand crews, chippers, and pile burning.

Grant applications were due on or before August 31, 2025, and the Fire District has timely completed the application.

Once awarded the grant, the Fire District will initiate a public outreach campaign to community stakeholders and environmental advocacy groups to build momentum and support for the project. Simultaneously, the Fire District will post an RFP for hand crew/masticator contractors. As contracts are awarded, the Fire District will begin scheduling work units, depending on time of year and weather conditions.

All project and activity work related to the grant will work in the performance period of December 1, 2025 with an anticipated completion date no later than November 30, 2027, in accordance with grant program requirements.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not ratified, the Fire District will lose out on the opportunity and ability, if awarded, to accept the grant funds.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3561 **Agenda Date: 9/9/2025** Agenda #:

C.63

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Service Contract with Civicorps for Wildfire Mitigation Services

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Civicorps to increase the payment limit by \$800,000 to a new payment limit of \$960,000 and extend the term date through December 31, 2026, for the abatement of exterior fire hazards.

#### **FISCAL IMPACT:**

This is a 100% Measure X funded program.

### **BACKGROUND:**

The Contra Costa County Fire Protection District (District) provides fuels management and wildfire mitigation services throughout the county. This includes community chipping days, evacuation route cleanup, Firewise strategic plan projects, removal of dead trees, shaded fuel breaks, vegetation management and fuel reduction, and exterior hazard control for low-income areas. The District tracks work orders and project locations via an online portal. The contractor is paid after submitting invoices with before-and-after photos, and staff perform quality control for work approval.

On January 1, 2025, the District entered into a one-year contract with Civicorps with a payment limit of \$160,000. The goal was to engage multiple contractors for fuels management and wildfire mitigation work. The \$160,000 limit was intended to cover approximately 70 days of contracted work in 2025. Because of Civicorps' hard work and dedication to project completion, they have exhausted the funds allocated under the current contract. The District requests Board approval to extend the contract for another year and increase the payment limit by \$800,000. This will allow Civicorps to expand their handcrew to up to eight workers and one supervisor year-round.

The program has successfully mentored new handcrew workers, including young adults at the Pittsburg Civicorps location, while achieving excellent results in fuel management and wildfire mitigation.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the District will lack an additional service provider to handle fuels management

File #: 25-3561 **Agenda Date: 9/9/2025** Agenda #: C.63.

and wildfire mitigation efforts after September 1, 2025. Since January 2025, two contractors have been completing work orders for the Contra Costa County Wildfire Mitigation Program.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.64.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING

**HOMELESSNESS** 

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

### **FISCAL IMPACT:**

There is no fiscal impact for this action.

#### **BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County. Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 60 days until the local emergency is terminated. The Board of Supervisors last reviewed and continued the emergency declaration on July 8, 2025.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, the emergency situation still exists and it is, therefore, appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not taken, there will not be a much public awareness with regard to the issue of homelessness in Contra Costa County.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.65.

**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 Medical Director and the Health Services Director on July 14 and 30, 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 Medical Director July 14, 2025

CREDENTIALING PROVIDERS JULY 2025				
Name	Specialty			
Austin, Robin, LMFT	Behavioral Health			
Cheifetz, Karrin, LAC	Acupuncture			
Criswell, Sherina	Doula			
DeFreitas, Sarah, PA	Mid-Level - Allergy and Immunology			
Del Rio, Gerald, MD	Internal Medicine			
Duprey, Amy	Doula			
Dvorquez Moncayo, Denise, MD	Internal Medicine			
Gendron, Geralyn, LMFT	Behavioral Health			
Giles, Natalia, PsyD	Qualified Autism Provider			
Harker, Kamlyn, PA	Mid-Level Psychiatry			
Harrison, Lisa, DPM	Podiatry			
Hoenig, Helene, LCSW	Behavioral Health			
Martinez, Gerardo, ACSW	Behavioral Health			
Matalon, Eyal, Psy.D	Behavioral Health			
Neumann, Claire, LCSW	Behavioral Health			
Orosco, Danielle, PhD	Behavioral Health			
Renton, Rachael, NP	Behavioral Health/Substance Abuse Professional			
Sharbrough, Natalie, BCBA	Qualified Autism Provider			

INITIAL ORGANIZATIONAL PROVIDERS JULY 2025				
Provider Name	Provide the Following Services	Location		
Mysti's Adult and Family SVCS	Community Supports/Enhanced Care Management	Canyon Country		
New Life Dream Center	Community Supports/Enhanced Care Management	Bethel Island		

RECREDENTIALING PROVIDERS JULY 2025				
Name	Specialty			
Akera, Chika, MD	Family Medicine			
Ally, Zahora, MD	Radiation Oncology			
Anderson, David, MD	Cardiovascular Disease			
Arias-Vera, Jose R., MD	Internal Medicine			

RECREDENTIALING PROVIDERS JULY 2025				
Name	Specialty			
Bekeschus, Monique, BCBA	Qualified Autism Provider			
Carter, Stephanie, LCSW	Behavioral Health			
Chiu, Jennifer, MD	Internal Medicine			
Clark, Tyler, MD	Surgery - Orthopaedic			
Djenderedjian Levon, MD	Ophthalmology			
Edwards, Shaunna, LCSW	Behavioral Health			
Ford, Lloyd, MD	Otolaryngology			
Gengler, Cheyenne, OD	Optometry			
Goldrich, Michael, MD	Internal Medicine			
Grewal, Suneet, MD	Rheumatology			
Henneberg, Christine, MD	Family Planning			
Honda, Malia, MD	Family Planning			
Jahangiri, Mohammad, MD	Psychiatry			
Kolomey, Irina, DO	Internal Medicine			
Krier, Margaret, LMFT	Behavioral Health			
Lee, Scott E., MD	Surgery – Oculoplastic			
Lerner, Dimitry, MD	Gynecologic Oncology			
Linder, Eileen, OD	Optometry			
Malani, Narendra, MD	Pulmonary Disease			
Molina, Stacey, BCBA	Qualified Autism Provider			
Mostaghasi, Taraneh, MD	Pediatrics			
Obnial, Gonzalo, MD	Surgery – Vascular			
Reynosa, Kimberly, MD	Internal Medicine			
Rowe, Aimee, MD	Family Medicine			
Rudnick, Craig, MD	Psychiatry			
Stephens, Marlene, LMFT	Behavioral Health			
Swope, Brian, MD	Pediatrics			
Tai, Chien, OD	Optometry			
Toma, Louay, MD	Surgery – Orthopaedic			
Wortman, Kristen, PhD	Behavioral Health			

RECREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2025			
Provider Name	Provide the Following Services	Location	
ABL Health Care, LLC	Home Health	Daly City	
BMA Fremont	Dialysis	Fremont	
EZ RIDE LLC	Non-emergency Transportation	Richmond	
Mom's Meals	Community Supports	Ankeny, IA	
Noble Hospice and Home Health	Home Health	Pleasanton	
RAI - Chadbourne - Fairfield	Dialysis	Fairfield	

# Providers Approved by Medical Director July 30, 2025

CREDENTIALING PROVIDERS JULY 2025				
Name	Specialty			
Arrivillaga, Adrian, AMFT	Behavioral Health			
Azizi, Khaled, DC	Chiropractor			
Bigler Uhl, Jessica, LCSW	Behavioral Health			
Deng, Junjian, NP	Mid-Level Family Medicine			
Flores, Diane, NP	Mid-Level Family Medicine			
Golder, Michael, MD	Psychiatry			
Heldt, Juliane, BCBA	Qualified Autism Provider			
Herme, Lei Wena, PA	Endocrinology			
Hirsch, Anita, MD	Psychiatry			
Manzo, Angelica, MS	Qualified Autism Provider			
Nadela, Elizabeth, NP	Mid-Level Psychiatry			
Orozco Solorzano, Luisa, LMFT	Behavioral Health			
Reid, Carolyn, PA	Mid-Level Psychiatry			
Sagoo, Sukhdeep, DO	Orthopaedics			
Shepard, Teresa, LMFT	Behavioral Health			
Smith, Patti	Doula			
Tansek, Joseph, LMFT	Behavioral Health			
Thertus, Valerie, MD	Psychiatry			
Watts, Daron, MD	Psychiatry			
Wiley, Dana, MD	Psychiatry			

INITIAL ORGANIZATIONAL PROVIDERS JULY 2025			
Provider Name	Provide the Following Services	Location	
A Better Solution In Home Care-Redondo	Community Supports	Santa Clarita	
ApexCare	Community Supports	Sacramento	
Assured Independence	Community Supports	Everett, WA	
California Support Services LLC	Community Supports/Enhanced Care Management	Pittsburg	
Cecilia Holistic & Wellness Center	Enhanced Care Management	Rancho Cucamonga	
Full Circle Health Network	Enhanced Care Management	Sacramento	
Richmond Equity & Empowerment Initiative Inc	Community Supports/Enhanced Care Management	Richmond	

RECREDENTIALING PROVIDER JULY 2025			
Name	Specialty		
Kjeldsen, Leigh F, AU.D.	Audiology		
Orden, Roy, MD	Allergy & Immunology		
Reinganum, Sara, MD	Surgery – General		
Trapp, Charlisa, AMFT	Behavioral Health		
Wood, Monica, LMFT	Behavioral Health		

RECREDENTIALING ORGANIZATIONAL PROVIDER JULY 2025		
Provider Name	Provide the Following Services	Location
Serene Health IPA	Enhanced Care Management	San Diego

bopl-July 14 and 30, 2025



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3644 Agenda Date: 9/9/2025 Agenda #:

C.66.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Interagency Agreement #23-550-5 with Crockett-Carquinez Fire Protection District

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the Contra Costa County Board of Supervisors and the Governing Board of the Crockett-Carquinez Fire Protection District, APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Interagency Agreement #23-550-5 with Crockett-Carquinez Fire Protection District, a public agency, in an amount not to exceed \$6,478 to provide funding for Fire First Responder Emergency Medical services, for the period July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

Approval of this Interagency Agreement will result in annual contractual service expenditures of up to \$6,478 and will be funded 100% by County Service Area (CSA) EM-1 (Measure H) funds.

### **BACKGROUND:**

CSA EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 14, 2013, the Board of Supervisors approved Measure H Zone B population-based fire allocations for the Crockett-Carquinez Fire Protection District to partially subsidize prehospital emergency medical first responder services.

This Interagency Agreement is entered into under and subject to the following legal authorities: Health and Safety Code Sections 1797 et seq., California Government Code §§ 26227 and 31000. The Emergency Medical Services (EMS) 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 Interagency Agreement to ensure no conflicts with labor relations. Contracted services under \$25,000 are exempt from Administrative Bulletin 600.3 solicitation requirements.

On July 12, 2022, the Board of Supervisors approved Interagency Agreement #23-550-4 with Crockett-Carquinez Fire Protection District, in an amount not to exceed \$19,434 to provide First Responder and Emergency Medical services, for the period July 1, 2022 through June 30, 2025.

Approval of Interagency Agreement #23-550-5 will allow Contractor to continue providing First responder and Emergency services through June 30, 2028. This Contract includes mutual indemnification to hold both parties harmless for any claims arising out of the performance of this Agreement. This Agreement is delayed due to an administrative oversight and staff vacancies.

File #: 25-3644 Agenda #: **Agenda Date: 9/9/2025** C.66.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County will not receive prehospital emergency medical first responder services from agency, within the Crockett-Carquinez Fire Protection District.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

C.67.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Purchase Order with Meridian Leasing 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, 1) a purchase order with Meridian Leasing Corporation ("Meridian") in an amount not to exceed \$107,940 to lease an Omnicell automated dispensing cabinet for the West County Detention Facility and reimburse Meridian for personal property taxes, 2) a Pricing Supplement with Omnicell, Inc. ("Omnicell") for Omnicell to provide support services for the automated dispensing cabinet, and 3) a Supplement to the Master Lease Agreement with Meridian to lease the automated dispensing cabinet for the period of November 1, 2025 through October 31, 2030.

### **FISCAL IMPACT:**

Approval of this action will result in expenditures of up to \$107,940 over a five-year period and will be funded by General Fund revenues.

### **BACKGROUND:**

Contra Costa Regional Medical Center (CCRMC) has used Omnicell since 2005 at CCRMC and selected clinics and detention facilities. These automated dispensing cabinets (ADC) interface with the pharmacy information system. CCRMC will be leasing the Omnicell equipment through Meridian Leasing Corporation. The pharmacies have been satisfied with Meridian Leasing Corporation and wish to continue the working relationship with this company.

On May 12, 2020, the Board of Supervisors approved item C.64 to execute a master lease agreement and lease supplement with Meridian Leasing Corporation, in an amount not to exceed \$3,382,011, for the lease of the Omnicell automated dispensing cabinets at CCRMC and Health Centers for the period from September 1, 2020 through August 31, 2027.

On March 25, 2025 the Board of Supervisors approved item C.68 to execute a purchase order with Meridian Leasing Corporation in an amount of \$99,985 to lease an Omnicell automated dispensing cabinet for the Medical Surgery Unit at CCRMC and reimburse Meridian for personal property taxes, and a Supplemental to the Master Lease Agreement with Meridian to provide an ADC for the period of April 1, 2025 through March 31, 2030.

The Master Lease Agreement includes agreeing to limitations of liability and to indemnify, defend, and hold

File #: 25-3645 **Agenda Date:** 9/9/2025 Agenda #: C.67.

harmless Meridian Leasing Corporation. Additionally the Supplement to the Master Lease Agreement includes agreeing that the County will remove all passwords and patient information in compliance with the Health Insurance Portability and Accountability Act before any Equipment is removed. Meridian Leasing Corporation shall not be responsible for, and shall be held harmless from any proprietary information left on the Equipment's hard drive by the County.

The Support Services to be provided as part of the Omnicell Pricing Supplement include the support services described in Schedule D (Support Services Schedule) of the Master Agreement ID 20857-02 between Omnicell, Inc. and Contra Costa County, dated May 23, 2024.

Approval of this request will allow Meridian Leasing Corporation to provide an ADC to the West County Detention Facility. This vendor has been approved by the Public Works Department's Purchasing Division in accordance with Administrative Bulletin 600.3.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, there will be a lack of a safe and effective medication storage and distribution system which could result in unsafe medication practices, potential costly regulatory citations or patient harm.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3646 **Agenda Date: 9/9/2025** Agenda #:

C.68

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract Amendment #23-513-7 with OptumInsight, 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 #23-513-7 with OptumInsight, Inc., a corporation, to amend Contract #23-513-4, to increase the payment limit by \$168,230, from \$139,021 to a new payment limit of \$307,251, and extend the termination date from January 30, 2025 to January 30, 2030, and for successive one (1) year term(s) thereafter until terminated, for additional patient billing software and support for Contra Costa Health (CCH).

### **FISCAL IMPACT:**

Approval of this Contract Amendment will result in additional expenditures of up to \$168,230 and will be funded as budgeted by the department in FYs 2025-30, 100% by Hospital Enterprise Fund I. (Rate increase)

### **BACKGROUND:**

This Contract Amendment meets the needs of Contra Costa Health Information Systems Unit by providing software licensing and support concerning National Coverage Determination (NCD) Data, Local Coverage Determination (LCD) Data, and Optum Correct Coding Initiative Files for Physicians and Hospitals (CCI) in connection with Epic System applications. Optum provides files in a format that can easily be uploaded into the CCH Electronic Health Records system, Epic ccLink. The LCD and CCI files help CCH ensure accurate claims on initial claims submission to Medicare and Medi-Cal. While LCDs define medical necessity and coverage, CCI focuses on coding accuracy and preventing improper billing practices. LCDs and CCI do not contain Protected Health Information, but primarily consist of coding rules, coverage policies, and billing guidelines used for Medicare and Medi-Cal claims processing. This Contractor has been providing these services and fostering a deep understanding of the CCH organizations, mission, values, and long-term objectives since October 2019. This Contract Amendment was approved by Health Services Personnel as a specialized services contract to ensure there are no conflicts with labor relations. This Contractor was approved by the Public Works Department's Purchasing Department on June 9, 2025. A summary of service contract deliverables, including measurable outcomes required of the Contractor to be monitored by the department, including 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.

On October 22, 2019, the Board of Supervisors approved Contract #23-513-4 with Optum360 Solutions, LLC, in an amount to exceed \$139,021 for license software and support services for the period January 31, 2020 through January 30, 2025.

File #: 25-3646 **Agenda Date: 9/9/2025** Agenda #:

C.68.

Under this Contract Amendment #23-513-7 the parties will execute Amendment No. 1 to the Custom Data for Use with Epic Data Systems Product Schedule, effective January 31, 2025, and allow the Contractor to continue to provide license and software support for the Electronic Health Records Systems, through January 30, 2030, and for successive one (1) year term(s) thereafter until terminated under the terms of the agreement. The Division is requesting a retroactive effective date for this amendment caused by administrative delays.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract Amendment is not approved, the County will lose access to the Custom Data for Use with Epic Product Schedule, rendering the department unable to maintain its software licensing and billing technologies required to stay in compliance with the Centers for Medicare and Medicaid Services initiatives and the Epic medical records platform standards. Non-compliance can negatively affect CCH financially, operationally, and in its approach to holistic patient care.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

**Agenda Date:** 9/9/2025 **Agenda #**:

C.69.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Commitment and Rebate Program with Becton Dickinson and Company

⊠ 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 Commitment and Rebate Program with Becton Dickinson and Company (BD) in an amount not to exceed \$275,000 to purchase non-dedicated infusion disposable sets at a rebate for Contra Costa Regional Medical Center (CCRMC) effective upon signature and for five years thereafter.

#### **FISCAL IMPACT:**

Approval of this action will result in expenditures of up to \$275,000 and will be funded by Hospital Enterprise Fund I revenues.

### **BACKGROUND:**

CCRMC has utilized BD as a supplier for intravenous (IV) pumps, tubing, and solutions. In terms of IV tubing, BD offers both dedicated and non-dedicated sets. Non-dedicated infusion disposable sets are IV administration sets that are not restricted to a specific infusion pump. They are considered open architecture, meaning they can be used with different types of infusion pumps or for gravity infusion. These sets typically include standard tubing, drip chambers, spikes, filters, and injection ports, and they provide hospitals with greater flexibility because they are not tied to one manufacturer's system. This is different from dedicated sets, which are proprietary and designed to work only with a specific brand of pump.

Earlier this year, CCRMC transitioned from BD IV pumps and tubing to Intensive Care Unit (ICU) medical pumps and tubing. During this transition, CCRMC identified that the BD contract remains active and binding until April 29, 2027. The contract includes obligations for both dedicated infusion disposable sets (designed for use exclusively with BD pumps) and non-dedicated infusion disposable sets (which can be used independently of the pump). Since the transition to ICU medical, CCRMC has ceased using BD's dedicated sets, affecting CCRMC's ability to meet the original commitment levels. CCRMC and BD were able negotiate a resolution that allows CCRMC to continue purchasing non-dedicated sets, and those sets will be considered fulfillment of the original dedicated set commitment. Consequently, no additional payments are required, provided CCRMC maintains ongoing use of the non-dedicated sets.

BD 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 Becton Dickinson and Company on

File #: 25-3647 **Agenda Date: 9/9/2025** Agenda #: C.69.

January 1, 2025 (Agreement No. IV0153).

On April 28, 2025 the Board of Supervisors approved agenda item C.50 to execute purchase order #32624 with Medline Industries, LP in an amount not to exceed \$49,800,000 for medical and cleaning supplies, low unit of measure (LUM) fees, and miscellaneous minor equipment for CCRMC for the period from July 1, 2025 through June 30, 2028. At present, CCRMC is using this purchase order to acquire non-dedicated disposable infusion sets from BD. All sales are reported directly to BD through Vizient, and these purchases will be applied toward fulfilling the Commitment and Rebate Program agreement with BD.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, there will be lack of safe and effective medication storage and distribution system which could result in unsafe medication practices, potential costly regulatory citations or patient harm.

Offer Date: August 19, 2025

This **COMMITMENT AND REBATE PROGRAM** (the "**Program**") is by and between Becton, Dickinson and Company, on behalf of itself and its related legal entities, located at 1 Becton Drive, Franklin Lakes, NJ 07417 ("**BD**") and County of Contra Costa for the Contra Costa Regional Medical Center, located at 2500 Alhambra Ave., Martinez, CA 94553-3156 (the "**Customer**"), on behalf of its qualifying facilities included in <u>Exhibit D</u> (together with Customer, the "**Qualifying Facilities**"). BD and Customer are each a "**Party**" and, collectively, the "**Parties**" to this Program.

- 1. **Term.** The term of this Program is effective upon the first calendar day of the month following the last date of signature of this Program ("**Effective Date**") and will expire 60 months thereafter unless terminated earlier pursuant to Section 9 of Exhibit A (the "Commitment Terms").
- 2. Commitment Program Details. Customer, as further described in Exhibit D and BD agree to the commitment details as described in Exhibit A (the "Commitment Terms"), hereto. Product pricing, if applicable, shall be according to Commitment terms specified in Exhibit A. Notwithstanding anything to the contrary herein, the Product pricing set forth herein shall not be fixed and may be increased (in part or in whole) by BD annually during the Term of the Agreement, with such increase (a) to be governed per the terms of Customer's GPO Agreement in place at such time, or (b) if the Customer is not a member of a GPO, not to exceed, in the aggregate, five percent (5%).
- **3. Rebate Program Details.** Provided Customer is compliant with this Program, BD will provide rebates described in Exhibit B to Customer for the purchase of Products as further described in Exhibit A.
- **4. Purchase of Products.** All purchases of Products by Customer shall be governed by purchase terms outside of this Program. If Customer has purchased product as a member of a group purchasing organization or an integrated delivery network that has an in effect agreement with BD that covers the supply of the Product (a "GPO/IDN Program"), or through an authorized distributor, the terms and conditions of such GPO/IDN or distribution agreement shall control.
- 5. The Parties acknowledge and agree that this Program will supersede and replace the Pricing & Commitment Agreement effective May 11, 2022 (the "Previous Agreement") and that the Previous Agreement is no longer in effect as of the Effective Date of this Program.
- 6. **Execution of Counterparts**. This document may be executed in one or more counterparts and delivered by electronic mail, each with original signatures visible, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

Each person signing this Program represents that he/she intends to and has the authority to bind his/her Party to this Program. The Customer signature below is on behalf of the Qualifying Facilities.

This offer terminates if not signed by Customer and BD within 90 days of the Offer Date.

COUNTY OF CONTRA COSTA FOR THE	BECTON, DICKINSON AND COMPANY
CONTRA COSTA REGIONAL MEDICAL	
CENTER	
Notice Address:	Notice Address: <u>1 Becton Drive, MC242</u>
City/State/Zip:	City/State/Zip: Franklin Lakes, NJ 07417
Attention:	Attention: Contract Offer Development
Signature:	Signature: Matthew Gis
Print Name:	Print Name: Matthew Geis

	COMMITMENT AND REBATE PROGRAM
Title:	Title: Associate Director Contracts
Date:	Date:19-Aug-2025
	BECTON, DICKINSON AND COMPANY
	Signature:
	Print Name: Diana L Curtis
	Title: Contracts Consultant, Infusion Consumables
	Date:

#### EXHIBIT A

#### **Commitment Terms**

1. Product Categories; GPO Agreements; Price Tiers:

<b>Product Category</b>	GPO	Current GPO Contract #	GPO Contract Name	Price Tier/Price
Dedicated Infusion Disposable Sets (pump sets)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3

- a) In the event Customer's current GPO Agreement terminates and the GPO enters into a new GPO Agreement with BD ("New GPO Agreement"), Customer may: (i) continue with this Program subject to the Volume Commitment Amount and pricing as per the GPO Agreement, subject to any applicable price increase, or (ii) negotiate new Product pricing as set forth in the New GPO Agreement and execute a new pricing program provided the Utilization Commitment does not decrease. In the event the GPO does not enter into a new Agreement, BD may extend local pricing to Customer through the expiration of this Agreement.
- b) In the event Customer ceases to be a member of the GPO referenced in this Exhibit A or Customer provides notice to BD of a change in primary GPO, BD shall confirm pricing in writing and within 60 days of Customer's change in primary GPO, align the pricing in this Program to the Product pricing set forth in the agreement between BD and Customer's new GPO under the pricing tier for which Customer qualifies. All other terms of this Program will continue in full force and effect. In the event Customer ceases to be a member of the GPO referenced in this Exhibit A, and Customer is not a member of a new GPO, BD shall offer new pricing.
- c) In the event Customer ceases to be a member of the GPO referenced in this <u>Exhibit</u> A, and Customer is not a member of a new GPO, then this Agreement will continue, and BD shall align Product pricing to non-GPO pricing.
- d) Notwithstanding this Section, any changes to Customer's Volume Commitment Amount or Utilization Commitment shall be made through written agreement or through a written amendment executed by both Parties.
- 2. Compliance Requirements. For each Annual Period, the Qualifying Facilities, in the aggregate, shall purchase from BD, its affiliates or Authorized Distributors, at least (a) the percentage of their Total Requirements of products within each Product Category stated in the table below (the "Utilization Commitment") and (b) the total dollar amount spend for each Product Category stated in the table below (the "Volume Commitment Amount"). "Total Requirements" means, with respect to each Product Category, the total dollar amount spent on all such Products in such Product Category by the Qualifying Facilities during each Annual Period. "Annual Period" means each 12-month period during the Term as of the Effective Date (it being understood that if the final Annual Period is less than 12 months, the Purchase Commitment will be prorated for such partial Annual Period).

#### **Utilization Commitment and Volume Commitment Amount:**

Product Category	Utilization Commitment	Volume Commitment Amount	Percent of Competing Product That May Be Purchased ONLY from A Full Line Supplier	Percent of Competing Product That May Be Purchased from a Full Line Supplier AND A Non-Full Line Supplier
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	sable Sets (gravity, ion, connectors, N/A \$55,000 N/A dary, and		N/A	

- 3. Compliance Review Process. BD reserves the right to determine via audit of Customer and Qualifying Facilities whether Qualifying Facilities are in compliant with the Purchase Commitment hereunder. In connection with such audit, Customer will provide all relevant information regarding the Qualifying Facilities' aggregate and individual total purchases of Products during each Annual Period. If any review by BD during the Term reveals that Qualifying Facilities are not in compliance with the Purchase Commitment, BD may issue a notice of non-compliance to Customer (the "Non-Compliance Notice"). If BD issues a Non-Compliance Notice to Customer and the purchases of Products purchased directly from BD or an authorized distributor of BD do not reach the Purchase Commitment, in the aggregate, on a cumulative annualized basis, within 30 days of receipt of the Non-Compliance Notice, BD, upon notice to Customer may (i) prospectively adjust the pricing of all Products to Qualifying Facilities for the remainder of the Term to the applicable GPO Program Tier level pricing for the amount of Products the Qualifying Facilities, in the aggregate, on an annualized basis, are then purchasing via purchase of such Products from BD or an authorized distributor of BD and/or (ii) work with Customer and the applicable Qualifying Facility to implement an appropriate compliance plan.
- 4. Carveout. Purchases of Competing Products from a non-full line supplier will not be counted in calculating compliance with the Purchase Commitment and the Volume Commitment Amount will be equitably adjusted to reflect purchases of Competing Products from non-full line suppliers; provided, however, if the Qualifying Facilities purchase (i) more than the percentage of Competing Products from full line suppliers per Product Category as outlined in the table in Section 2 of Exhibit A and/or (ii) more than percentage of Competing Products from full line suppliers and non-full line suppliers as outlined in the table in Section 2 of Exhibit A, then, notwithstanding anything to the contrary contained herein, BD may pursue the remedies set forth in Section 8. Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line suppliers and (ii) a full-line suppliers and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line suppliers and a full-line suppliers. As used in this Section 4: (x) "full line supplier" means a third party that does or could commercially reasonably market or offer for sale, directly or through a third party that does not or could not commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; (y) "non-full line supplier" means a third party that does not or could not commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; and (z) "Competing Products" means any product that is functionally similar to the Products of BD.
- 5. **Certification; Audit Right**. Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line supplier or its/their authorized distributors and (ii) a full-line supplier or its/their authorized distributors and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line supplier or its/their authorized distributors and a full-line supplier or its/their authorized distributors.
- 6. **Innovative Technology Carve-out.** If, after the Effective Date during the Term, Innovative Technology becomes commercially available to the entire market in the United States from any supplier and BD cannot offer Innovative Technology at comparable prices, then the Qualifying Facilities may contract with other suppliers for Innovative Technology and such purchases will not be counted in calculating compliance with the Purchase Commitment. "**Innovative Technology**" means a product that, as compared to existing Products and as demonstrated in independent, peer-reviewed publication(s): (a) offers

significant technological advancements; (b) will significantly improve clinical outcomes or patient care; or (c) will significantly streamline work processes.

7. Qualifying Facilities. Qualifying Facilities may only be added or removed from this Program upon written agreement or through a written amendment executed by both Parties. If Qualifying Facilities are added, deleted or divested after the Effective Date, BD reserves the right to review and modify the Purchase Commitment(s) accordingly. Any Qualifying Facility that ends its affiliation with Customer for any reason, including, without limitation, as a result of termination of its agreement with Customer, shall not as of the effective date of such cessation, be entitled benefit from the additional value under this Program. Customer shall promptly notify BD in writing of such cessation. If a Product is discontinued or divested, the commitment / baseline numbers will be adjusted accordingly.

### 8. Purchase Commitment Compliance.

- a) If the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period, BD reserves the right to prospectively adjust the Qualifying Facilities' prices of Products covered by this Program to Customer's qualified pricing.
- b)In addition, if (a) the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period or (b) Customer terminates this Program pursuant to Section 9, BD reserves the right to require Customer to:
  - i. purchase within 30 calendar days a quantity of Products necessary to satisfy the Volume Commitment Amount for each Product Category for the current Annual Period in which the Qualifying Facilities have failed to meet the Purchase Commitment; or
  - ii. pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the difference between the annual Volume Commitment Amount for each Product Category in which Customer has not met the Volume Commitment Amount and the amount Customer actually purchased in that Product Category for the current Annual Period; and for each remaining Annual Period, pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the Volume Commitment Amount for each Product Category in which Customer has not met or will not meet the Purchase Commitment.
- c) For avoidance of doubt, in the event Customer does not meet the Purchase Commitment during an Annual Period, for less than all Product Categories covered by this Program, this Program will survive with respect to those Product Categories in which Customer has achieved the Purchase Commitment.
- d)In the event Customer has not met the Volume Commitment Amount in any Annual Period, but has met the Utilization Commitment, provided Customer submits information reasonably necessary to verify Customer's fulfillment of the Utilization Commitment, including Customer's total purchases for all Competing Products in each relevant Product Category during the applicable Annual Period, BD may not pursue the rights set forth in Section 8(b).
- e) To the extent a Product(s) supply shortage or discontinuation by BD of a Product without replacement impacts Customer's ability to achieve the Purchase Commitment, BD will not pursue the rights set forth in Section 8(b) and will hold Customer harmless on any resulting shortfall remedies for the applicable Annual Period

#### 9. Termination.

- a) Termination without Cause. Subject to Section 8, either Party may terminate without cause on 90 days' notice.
- b) Termination for Cause. Either Party may terminate this Program upon written notice if the other Party: (a) fails to comply with any material term or condition of this Program and fails to cure such non-compliance within 30 calendar days (or within 10 calendar days for any past due payment) after receipt of written notice providing reasonable details of such non-compliance; (b) terminates or suspends substantially all its business activities; or (c) becomes subject to any bankruptcy or insolvency proceeding
- 10. **Governing Law.** This Program is and will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.
- 11. Subcontract and Assignment. No party may assign this Program and any of its rights and obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. This Program will be binding on, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of each party.

12. Independent Contractor Status. The parties are independent contractors and neither party is nor will be an agency, distributor or representative of the other. Neither party may act or represent itself directly or by implication as an agency of the other or in any manner assume or create any obligation on behalf of (or in the name of) the other. Neither party has authorization to enter into any contracts, assume any obligations, or make any warranties or representations on behalf of the other party. Nothing in this Program may be construed to establish a partnership or joint venture relationship between the parties.

### **EXHIBIT B**

Rebate Program

(reserved)

## Exhibit C

### **Products and Pricing**

(reserved)

### EXHIBIT D

## **Qualifying Facilities**

ACCOUNT NAME	ADDRESS	CITY	STATE	ZIP
CONTRA COSTA REGIONAL MEDICAL CENTER	2500 ALHAMBRA AVE	MARTINEZ	CA	94553-3156
WEST COUNTY HEALTH CENTER	13601 SAN PABLO AVE	SAN PABLO	CA	94806
PITTSBURG HEALTH CENTER	2311 LOVERIDGE RD	PITTSBURG	CA	94565-5117



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3648 **Agenda Date: 9/9/2025** Agenda #:

C.70

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-191-23 with West Contra Costa Unified School District

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-191-23 with West Contra Costa Unified School District, an educational institution, in an amount not to exceed \$491,876, to provide Medi-Cal specialty mental health services for Seriously Emotionally Disturbed (SED) children 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 \$491,876 and will be funded as budgeted by the department for FY 2025-26 by 100% Federal Medi-Cal.

### **BACKGROUND:**

This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services including child-family team facilitators and other wraparound services for SED children and their families; facilitates multi-agency collaborative service delivery; and minimizes the need for crisis services and involvement with the Juvenile Justice System. West Contra Costa Unified School District has been providing wraparound services to families of SED children for the County since July 2002.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seg. (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 #74-191-21 with West Contra Costa Unified School District, in the amount not to exceed \$749,268 for the provision of Medi-Cal specialty mental health services for SED children in West Contra Costa County for the period from July 1, 2024 through June 30, 2025.

Approval of Contract #74-191-23 will allow the Contractor to continue providing Medi-Cal specialty mental

File #: 25-3648 **Agenda Date:** 9/9/2025 Agenda #: C.70.

health services through June 30, 2026. This Contract was delayed due to the Department of Health Care Services (DHCS) needing to set rates for these services.

### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, there will be fewer Medi-Cal specialty mental health services available to families of children with SED in West Contra Costa County, which may result in the need for crisis services and involvement with the juvenile justice system.

### **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

### Staff Report

File #: 25-3649 **Agenda Date: 9/9/2025** Agenda #: C 71 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Contract #24-773-41 with Mountain Valley Child and Family Services, 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 #24-773-41 with Mountain Valley Child and Family Services, Inc., a non-profit corporation, in an amount not to exceed \$3,519,352, to provide Medi-Cal specialty mental health services including Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services and Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) children and their families in 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 \$3,519,352 for FY 2025-26 and will be funded 100% by Federal Medi-Cal revenues.

### **BACKGROUND:**

Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services, for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since July 1994.

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 August 6, 2024, the Board of Supervisors approved Contract #24-773-39 with Mountain Valley Child and

File #: 25-3649 **Agenda Date:** 9/9/2025 Agenda #:

C.71.

Family Services, Inc., in an amount not to exceed \$3,329,450, for the provision of Medi-Cal specialty mental health services including EPSDT and TBS services for SED children and their families in Contra Costa County, for the period from July 1, 2024 through June 30, 2025.

Approval of Contract #24-773-41 will allow the Contractor to continue to provide Medi-Cal specialty mental health services including EPSDT and TBS for SED children and families through June 30, 2026. This Contract was delayed to to review and determination of appropriate rates and payment limits.

### **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 Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) 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

### Staff Report

File #: 25-3650 **Agenda Date: 9/9/2025** Agenda #: C 72 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Contract #77-351-2 with Firststeps for Kids - Bay Area, 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 #77-351-2 with Firststeps for Kids - Bay Area, Inc., a corporation, in an amount not to exceed \$1,800,000, to provide Behavioral Health Treatment (BHT) including Applied Behavioral Analysis (ABA) services for Contra Costa Health Plan (CCHP) members for the period from July 1, 2025 through June 30, 2027.

#### FISCAL IMPACT:

Approval of this Contract will result in contractual service expenditures of up to \$1,800,000 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 health care services, including BHT and ABA 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 organizations, mission, values, and long-term objectives since July 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 will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Pro-grams. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On June 27, 2023, the Board of Supervisors approved Contract #77-351-1 with Firststeps for Kids - Bay Area, Inc., in an amount not to exceed \$400,000, for the provision of BHT including ABA services for CCHP members, for the period July 1, 2023 through June 30, 2025.

Approval of Contract #77-351-2 will allow the contractor to continue to provide BHT including ABA services for CCHP members through June 30, 2027. This Contract was delayed due to extended negotiations between the Contractor and Division.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3650

C.72.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain specialty BHT and ABA health care services for its 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

### Staff Report

File #: 25-3651 Agenda Date: 9/9/2025 Agenda #: C.73.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #23-455-25 with Atos Digital Health Solutions, Inc.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Interim Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension #23-455-25 with Atos Digital Health Solutions, Inc., a corporation, to amend Contract #23-455-22 (as amended by Contract Amendment/Extension #23-455-24), effective September 1, 2025, to increase the payment limit by \$100,000, from \$775,000, to a new payment limit of \$875,000 and to extend the termination date from September 30, 2025 to December 31, 2025, for additional consultation and technical assistance to the Contra Costa Regional Medical Center's (CCRMC) Materials Management Unit (MMU).

#### FISCAL IMPACT:

Approval of this Contract Amendment/Extension will result in additional annual expenditures of up to \$100,000 and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase).

### **BACKGROUND:**

The CCRMC's MMU and Biomed Units have been using the services of Atos consultants (formerly Xerox Consultant Company, ACS Consultant Company, Inc.) for the MMU's Meditech inventory system since July 2019. This Contractor has enabled these Units to save money and improve efficiency. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and all legal authorities cited in the HIPAA Business Associate Addendum. Personnel approved this Contractor to ensure no conflicts with labor relations. The Division is actively working on a Request for Proposal (RFP) in coordination with Public Works.

On July 11, 2023, the Board of Supervisors approved Contract #23-455-22 with Atos Digital Health Solutions, Inc., in an amount not to exceed \$675,000, for the provision of management consulting, technical support, and training to the Health Services Department's Information Systems Unit and MMU for CCRMC and Contra Costa Health Centers, for the period from July 1, 2023 through June 30, 2025.

On June 1, 2025, the Board of Supervisors approved Contract Amendment/Extension #23-455-24 with Atos Digital Health Solutions, Inc., effective June 1, 2025, to increase the payment limit by \$100,000 to a new payment limit of \$775,000, and extend the termination date from June 30, 2025 to September 30, 2025, for additional management consulting, technical support, and training to the Health Services Department's Information Systems Unit and MMU for CCRMC and Contra Costa Health Centers.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3651

C.73.

Approval of Contract Amendment/Extension #23-455-25 will allow the Contractor to continue to provide consultation and technical assistance regarding the MMU's Meditech inventory system through December 31, 2025.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract Amendment/Extension is not approved, the Contractor will not provide consulting and technical support services for the CCRMC's MMU.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3652 **Agenda Date: 9/9/2025** Agenda #:

C 74

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract Amendment/Extension #23-384-18 with Language Line Services, Inc.(dba

LanguageLine Solutions)

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Interim Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension #23-384-18 with Language Line Services, Inc. (dba LanguageLine Solutions), a corporation, effective October 1, 2025, to amend Contract #23-384-16, to increase the payment limit by \$981,000, from \$981,000 to a new payment limit of \$1,962,000, and to extend the termination date from October 31, 2025 to March 31, 2026, for additional Federal and State mandated language interpretation and translation services and back-up telephonic services to our Health Care Interpreter Network (HCIN) for County's Health Services Department.

#### **FISCAL IMPACT:**

Approval of this Amendment will result in additional expenditures of up to \$981,000 and will be funded 100% by Hospital Enterprise Fund I budget. (No rate increase)

### **BACKGROUND:**

This Contract allows County to meet Title VI language access regulations and Limited English Proficient (LEP) patient/client needs for the County. Contractor's services include but are not limited to, over-the-phone interpretation, testing of our in-house healthcare interpreters, acting as a back-up to County's HCIN, and providing onsite interpretation and translation of written documents for the Health Services Department's patients/clients. This Contract was entered into under and subject to the following legal authority: California Government Code §§ 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Division Contract monitoring staff meet to ensure monitoring of performance measures set forth in the Contract are upheld. This Contractor has been a part of Contra Costa Health Services providing interpretation and translation services and fostering a deep understanding of the County's organizations mission, values, and long-term objectives since January 2006. This Contractor was approved by the Public Works Department's Purchasing Division on April 24, 2025. This one-time basis Sole Source is good through end of the Contract period. The Division is actively working on a Request for Proposal in coordination with Public Works.

On May 13, 2025, the Board of Supervisors approved Contract #23-384-16 with Language Line Services, Inc. (dba LanguageLine Solutions), in an amount not to exceed \$981,000, for the provision of Federal and State mandated interpretation and translation services and back-up telephonic services to County's HCIN for the

Agenda #: File #: 25-3652 **Agenda Date: 9/9/2025** 

C.74.

period May 1, 2025 through October 31, 2025.

Approval of Contract Amendment/Extension Agreement #23-384-18 will allow the Contractor to continue to provide Federal and State mandated services and back-up telephonic services to our HCIN for the Health Services Department through March 31, 2026.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Amendment is not approved, the Contractor will not be able to provide interpretation and translation services required by State and Federal mandates.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3653 **Agenda Date: 9/9/2025** Agenda #:

C 75

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-437-6 with San Ramon Regional Medical Center, LLC (dba San Ramon Regional

Medical 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 #23-437-6 with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center), a limited liability company, to pay County an annual oversight fee of \$7,500 and to act as a designated receiving center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2025 through August 31, 2028.

### **FISCAL IMPACT:**

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

### **BACKGROUND:**

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion. Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

This Contractor has been a part of the County's EMS network acting as a designated STEMI receiving center, providing these services and fostering a deep understanding of the the County's mission, values, and long-term objectives since September 2008. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On August 16, 2022, the Board of Supervisors approved Contract #23-437-5 with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center), to act as a designated STEMI receiving File #: 25-3653 **Agenda Date: 9/9/2025** Agenda #:

C.75.

center to provide specialized treatment for STEMI patients with a cardiac condition, for the period September 1, 2022 through August 31, 2025. This Contract included mutual indemnification.

Approval of Contract #23-437-6 will allow Contractor to continue providing services through August 31, 2028. This Contract includes mutual indemnification to hold each party harmless from any claims arising out of the performance of this Contract.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

<b>File #:</b> 25-36 C.76.	54 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Contract #24-385-56 with Bay Area Community Services, Inc.	
⊠Recommend	ation of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Interim Health Services Director, or designee, to execute on behalf of the County Contract #24-385-56 with Bay Area Community Services, Inc., a non-profit corporation, in an amount not to exceed \$475,839 to provide mental health outreach and support services for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County, for the period July 1, 2025 through October 31, 2025.

#### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted expenditures of up to \$475,839 and will be funded by 50% Substance Abuse and Mental Health Services Administration funds and 50% Mental Health Services Act funds.

#### **BACKGROUND:**

The County has been contracting with Bay Area Community Services, Inc., since June 2019 to provide mental health outreach and support services including peer and group counseling, advocacy, assistance with mental health, medical, dental and eye appointments, obtaining identification, social security, and linkage to other services as necessary for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County. Contractor operates a twenty-bed shelter at its facility located in Antioch, CA. This Contract meets the social needs of County's population by providing ongoing operational funding for a mental health homeless shelter in East Contra Costa County and is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. This Contractor was approved by the Public Works Department's Purchasing Division on June 10, 2025.

On February 25, 2025 the Board of Supervisors approved Contract #24-385-55 with Bay Area Community Services, Inc., in an amount not to exceed \$1,356,825 for the provision mental health outreach and supportive services at the Don Brown Shelter for homeless and disabled mentally ill adults in East Contra Costa County, for the period from July 1, 2024 through June 30, 2025.

Approval of Contract #24-385-56 will allow the Contractor to continue to provide mental health outreach and support services for homeless and disabled adults at the Don Brown Shelter in East Contra Costa County

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3654

C.76.

through October 31, 2025. Contract delay was due to extended negotiations between County and Contractor.

### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County's homeless adults with mental illness will experience reduced access to core survival and support services at the Don Brown Shelter in East Contra Costa County.



1025 ESCOBAR STREET MARTINEZ, CA 94553

### Staff Report

File #: 25-3655
C.77.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #26-883-32 with Rodney J. Chan, DPM

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-883-32 with Rodney J. Chan, DPM, an individual, in an amount not to exceed \$630,000, to provide podiatry services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from August 1, 2025 through July 31, 2028.

### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$630,000 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 rely on Contractors to provide necessary specialty health services to its patients. Contractor's podiatry services include clinic coverage, consultation, training, medical procedures, and on-call coverage. County has been contracting with Rodney J. Chan, DPM since May 1, 1988.

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 Administration Bulletin 600.3 CCRMC, Physician services are exempt from Solicitation requirements.

On July 12, 2022, the Board of Supervisors approved Contract #26-883-30 with Rodney J. Chan, DPM, in an amount not to exceed \$575,000, for the provision of podiatry services at CCRMC and Contra Costa Health Centers for the period August 1, 2022 through July 31, 2025.

On June 24, 2025, the Board of Supervisors approved Contract Amendment #26-883-31, effective July 1, 2025, to include 24-hour on-call coverage for podiatry services at CCRMC and Contra Costa Health Centers with no change in the payment limit of \$575,000 or term ending July 31, 2025.

Approval of Contract #26-883-32 will allow Contractor to continue to provide podiatry services at CCRMC

Agenda #: File #: 25-3655 **Agenda Date: 9/9/2025** 

C.77.

and Contra Costa Health Centers through July 31, 2028. This Contract was delayed due to the Health Services Department staff administrative oversight.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the podiatry services needed for patient care will not be provided and may cause a delay in services to CCRMC patients.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

<b>File #:</b> 25-36 C.78.	56 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Contract 74-408-19 with Shahbaz R. Khan, M.D.	
⊠Recommenda	ation 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 #74-408-19 with Shahbaz R. Khan, M.D., an individual, in an amount not to exceed \$250,000, to provide psychiatric services for Afghan speaking adults with mental illness in Central Contra Costa County and expert court testimony services for Lanterman-Petris-Short (LPS) Conservatorship hearings, for the period September 1, 2025 through August 31, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract will result in annual expenditures of up to \$200,000 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 services for Afghan speaking adults with mental illness in Central County. Contractor's expert witness testimony services for LPS conservatorship hearings are legal proceedings where a judge determines if an individual is "gravely disabled" due to a mental health disorder. This Contractor has been providing these services and fostering a deep understanding of the County's organization's mission, values, and long-term objectives since September 2010.

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 the 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.

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C.78.

In August 2024, the Purchasing Services Manager executed Contract #74-408-18 with Shahbaz R. Khan, M.D., in an amount not to exceed \$200,000, for the provision of psychiatric services for Afghan speaking adults with mental illness in Central Contra Costa County and expert court testimony services for LPS Conservatorship hearings, for the period September 1, 2024 through August 31, 2025.

Approval of Contract #74-408-19 will allow the Contractor to continue providing services through August 31, 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

# Staff Report

**File #**: 25-3657 **Agenda Date**: 9/9/2025 **Agenda #**:

C.79.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract 77-327-3 with Aspire Neuro Psychological Services, 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 #77-327-3 with Aspire Neuro Psychological Services, Inc., a corporation, in an amount not to exceed \$2,000,000, to provide medical specialty services, including but not limited to Comprehensive Diagnostic Evaluations (CDE), neuropsychological testing, and bariatric surgery evaluation services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2025 through June 30, 2027.

#### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$2,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

#### **BACKGROUND:**

CCHP has an obligation to provide certain medical specialty services including CDE, neuropsychological testing and bariatric surgery evaluation 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 December 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 and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

On June 27, 2023, the Board of Supervisors approved (1) Cancellation Agreement #77-327-1 with Aspire Neuro Psychological Services, Inc., a corporation, effective at the end of business on June 27, 2023; and (2) Contract #77-327-2 with Aspire Neuro Psychological Services, Inc., a corporation, in an amount not to exceed \$300,000, to provide medical specialty services, including but not limited to behavioral health treatment, neuropsychological testing and bariatric surgery evaluation services for CCHP Members and County recipients, for the period July 1, 2023 through June 30, 2025.

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Approval of Contract #77-327-3 will allow the Contractor to continue providing services for CCHP members and County recipients through June 30, 2027. Contract delay was due to extended negotiations between Division and Contractor.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, certain medical specialty services including CDE, neuropsychological testing and bariatric surgery evaluation 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.



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# Staff Report

File #: 25-3658 Agenda Date: 9/9/2025 Agenda #:

C.80.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #76-930 with Amyozing Health, Inc.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-930 with Amyozing Health, Inc., a professional corporation, in an amount not to exceed \$2,970,000, to provide nuclear medicine services at Contra Costa Regional Medical Center (CCRMC), for the period September 1, 2025 through August 31, 2028.

#### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$2,970,000 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 relies on Contractors to provide necessary specialty health services to its patients. Contractor will provide all nuclear medicine services including providing qualified nuclear medicine technologists, radiation safety officers and board-certified nuclear medicine physicians at CCRMC. The U.S. Department of Veteran Affairs previously provided these nuclear medicine services and are no longer able to accommodate CCRMC patients due to the volume of patients they are currently serving. CCRMC will begin contracting with Amyozing Health, Inc. starting September 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. 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.

Under new Contract #76-930, Contractor will provide nuclear medicine services at CCRMC for the period September 1, 2025 through August 31, 2028.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, the necessary specialty nuclear medicine services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available

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within the community.



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# Staff Report

<b>File #:</b> 25-36 C.81.	59 <b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Amendment to Purchase Order with OmniPro LLC	
⊠Recommenda	ation 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 #28318 with OmniPro LLC to increase the payment limit by \$90,000 to a new amount not to exceed \$180,000 for the purchase of computer system networking software and extend the original term through June 30, 2028.

#### **FISCAL IMPACT:**

Approval of this action will result in an additional \$90,000 in expenditures and will be funded by Hospital Enterprise Fund I revenues.

#### **BACKGROUND:**

Contra Costa Health (CCH) has established secure download sites, centralized license asset management, and registration services using off-the-shelve software products such as Snag-It, FileMaker, WinZip, and QI Macros through OmniPro LLC. This setup enables secure and centralized software tracking through a protected portal.

On July 6, 2023, the Purchasing Agent issued blanket purchase order (BPO) No. 28318 for software licenses as listed above including "other software as needed" in the amount not to exceed \$90,000 for the period of July 1, 2023, through June 30, 2026, with an annual payment limit of \$30,000.

CCH has identified the need for Cloud Drive Mapper software, a government-specific tool that maps Microsoft's OneDrive as a local drive within the County's Windows Virtual Desktop environment; therefore, an amendment to the BPO (F028318) is necessary to increase the annual payment limit for Year 3 renewal by \$10,000 to account for the addition of Cloud Drive Mapper, bringing the new Year 3 limit to \$40,000, and extend the BPO term for two years until June 30, 2028, with an annual payment limit of \$40,000. On June 11, 2025 the Purchasing Agent approved the continued use of OmniPro LLC.

Cloud Drive Mapper's End User License Agreement (EULA) with IAM Technology USA Inc. is governed by the laws of the State of Delaware. Snag-It's EULA limits the vendor's liability to the license fees paid by the County, obligates the County to indemnify the vendor for third party claims arising out of County's violation of the EULA or misuse of content, including violations of privacy, defamation, or infringement of publicity rights, and is governed by the State of Michigan. WinZip's EULA limits the vendor's liability to the fees paid by the County up to three months preceding the claim, obligates the County to indemnify the vendor for third party

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C.81.

claims arising out of County's violation of the EULA or infringement of intellectual property or other rights, and is governed by the laws of the State of Delaware. QI Macros' Terms and Conditions limits the vendor's liability to one hundred (\$100) dollars, obligates the County to indemnify the vendor for the County's use of its website or violation of its Terms and Conditions, and is governed by the laws of the State of Colorado.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve this action may increase vulnerability to cybersecurity risks, reduce workflow efficiency, and raise overhead costs.

# End User License Agreement

This End User License Agreement (**License**) is a legal agreement between you (**End User** or **you**) and IAM TECHNOLOGY GROUP LIMITED and its subsidiaries – Company details can be found in our **Jurisdiction Specific Terms** (**Licensor**, **us** or **we**). This License is granted in respect of an overarching Master Service Agreement between the Licensor and your institute/business/employer (**Licensee**) for:

- (Software);
- User guides applicable to the use of the Software (**Documentation**); and
- the provision of IAM Cloud's Software services specified in an order between Licensor and Licensees (Subscribed Services).

collectively referred to as "Services" herein.

We license use of the Software and Documentation to you on the basis of this License. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

# 1. Grant and scope of license, minor changes, updates and upgrades

- **1.1** In consideration of you agreeing to abide by the terms of this License, the Licensor hereby grants to you a non-exclusive, non-transferable license to use the Software and the Documentation on the terms of this License for the duration of a subscription period agreed between the Licensor and Licensee.
- **1.2** The Licensee and End User shall be provided with a secure password for use of the Software, Services and Documentation and that password shall be confidential and not shared with any other third party.
- **1.3** You may:
  - **1.3.1** use the Software for your professional or educational purposes only. As the Licensee is a multi-user or has a network license, for the number of total active or concurrent users agreed between the Licensee and us
  - 1.3.2 provided you comply with the provisions in condition 2, make copies of the Software for back-up purposes; and
  - **1.3.3** use any Documentation in support of the use permitted under condition 1.2 and make as many copies of the Documentation as are reasonably necessary for its lawful use.
- **1.4** We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you before started licensing it.
- **1.5** The Licensor agrees to provide the Services in accordance with these Terms and the Service Level Agreement ("SLA") set out at https://www.iamcloud.com/service-level-agreement.
- 1.6 The Licensor reserves the right to make changes to the Services and upgrade the Software. Any material functionality changes and/or removals of functionality to the existing Services would be made by prior written notice to Licensee. Such changes will be carried out at the Licensor's discretion and may result in access to the Services being temporarily unavailable.

The Licensor will use all reasonable endeavours to limit any period of unavailability of any of the Subscribed Services. All production changes can be found at https://www.iamcloud.com/changelog.

- 1.7 The Licensee acknowledges and agrees to adhere to any Product Specific Terms and/or any Jurisdiction Specific Terms relating to the Subscribed Services purchased that may be relevant to the use of the Software being licensed and in turn will ensure you are made aware of just specific terms.
- 1.8 You acknowledge and agrees that their account and access to the Software cannot be shared.
- 1.9 You acknowledge that this License is provided in respect of an agreement between the Licensor and the Licensee. Wherever a License is provided on the basis of a named user, the Licensee is able to change an existing named user to a different user by contacting the Licensor.
- **1.10** You warrant and represent that you shall, keep confidential and not share with any third party the password or access details for access to any Software or Subscribed Services.

# 2. Restrictions

- 2.1 Except as expressly set out in this License or as permitted by any local law, you undertake:
  - **2.1.1** not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
  - **2.1.2** not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
  - **2.1.3** not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
    - **2.1.3.1** is used only for the Permitted Objective;
    - **2.1.3.2** is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
    - **2.1.3.3** is not used to create any software that is substantially similar in its expression to the Software;
  - **2.1.4** to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
  - 2.1.5 to include our copyright notice on all entire and partial copies of the Software in any form;
  - **2.1.6** not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;

# 3. Intellectual Property Rights

- **3.1** You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this License.
- **3.2** You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this License.

# 4. Warranty

- **4.1** Subject to the remainder of this clause 4, the Licensor warrants that:
  - **4.1.1** The Software and Subscribed Services shall operate materially in accordance with its Description when used under normal use and normal circumstances; and
  - **4.1.2** it will provide the Services under this license with reasonable care and skill.
- **4.2** The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Licensee acknowledges that such risks are inherent in cloud services and that the Licensor shall have no liability for any such delays, interruptions, errors or other problems.
- **4.3** If there is a breach of any warranty in clause 4.1 the Licensor shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service). To the maximum extent permitted by law, this clause 4.3 sets out your sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 4.1.
- **4.4** The warranties in clause 4.1 are subject to the limitations set out in clause 5 and shall not apply to the extent that any error in the Services arises as a result of:
  - **4.4.1** incorrect operation or use of the Services by the Licensee or you (including any failure to follow the Documentation or failure to meet minimum specifications);
  - **4.4.2** use of any of the Services other than for the purposes for which it is intended;
  - **4.4.3** use of any Services with other software or services or on equipment with which it is incompatible (unless the Licensor recommended or required the use of that other software or service or equipment in the Licensor documentation or knowledge base);
  - **4.4.4** any act by any third party (including hacking or the introduction of any virus or malicious code);

- **4.4.5** any modification of Services (other than that undertaken by the Licensor or at its direction); or
- **4.4.6** any breach of this license you.
- **4.5** The Licensor accepts no liability for any breach or material loss deriving from any event where an end User account experiences unauthorised access by a third party.
- **4.6** The Licensor agrees to use all reasonable endeavours to meet the service levels set out in the Service Level Agreement, which can be found at: iamcloud.com/service-level-agreement.
- **4.7** Other than as set out in this clause 4, and subject to clause 5.2, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

# 5. Our Responsibility for Loss or Damage Suffered By You

- **5.1** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this License or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this License was made, both we and you knew it might happen.
- **5.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- **5.3** When we are liable for damage to your property. If defective digital content that we have supplied including us actively placing malware or nefarious code in our applications or our negligence damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge; or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us; or your system is the subject of an advanced hack against us that reasonable protection could not have foreseen or prevented; or issues relating to conflicts between our Software and your IT environment that we cannot control.
- **5.4** We are not liable for business losses. The Software is for professional or educational purposes only. Irrespective of the use of the Software, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.5 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

# 6. Suspension

6.1 The Licensor may suspend access to the Services (or any part) by the Licensee or End User should the Licensor suspects that there has been any misuse of the Services or breach of this license

# 7. Termination

- **7.1** We may terminate this License immediately by written notice to you if you commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- **7.2** Upon termination for any reason:
  - **7.2.1** all rights granted to you under this License shall cease;
  - 7.2.2 you must cease all activities authorised by this License; and
  - **7.2.3** you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

# 8. How We May Use Your Personal Information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <a href="https://www.iamcloud.com/privacy">https://www.iamcloud.com/privacy</a> and it is important that you read that information.

# 9. Other Important Terms

- **9.1** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- **9.2** You may only transfer your rights or your obligations under this License to another person if we agree in writing or under condition 2.1.1
- **9.3** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- **9.4** Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- **9.5** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not

prevent us taking steps against you at a later date.

- **9.6 Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- **9.7 Dispute resolution**. Any dispute arising between the parties out of or in connection with this License shall be dealt with in accordance with the provisions of this clause 9.7.
  - **9.7.1** You should firstly raise any issue or complaint regarding this License to the Licensee. The parties shall use all reasonable endeavours to reach a negotiated resolution through If the dispute has not been resolved within seven days of the first meeting of the commercial/sales managers (or equivalent), then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.
  - **9.7.2** Until the parties have completed the steps referred to in clause 9.7.1, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.



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# Staff Report

File #: 25-3660 Agenda Date: 9/9/2025 Agenda #:

C.82.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #72-121-4 with Life Technologies Corporation

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-121-4 with Life Technologies Corporation, a corporation, in an amount not to exceed \$13,018, for maintenance and repair services for instruments at the Public Health laboratory, for the period November 18, 2025 through November 17, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract will result in annual budgeted expenditures of up to \$13,018 and will be funded 100% by the Public Health Laboratory.

#### **BACKGROUND:**

The County has been contracting with Life Technologies Corporation since November 18, 2018 to provide service and repairs to instruments at the Public Health Laboratory. Contractor must perform annual maintenance, respond to and resolve troubleshooting and maintenance calls and provide service documentation to laboratory staff.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Public Health 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. Contracted services under \$25,000 are exempt from Administrative Bulletin 600.3 solicitation requirements.

On December 3, 2024, the Purchasing Services Manager executed Contract #72-121-3 with Life Technologies Corporation, in an amount of \$24,795 to provide maintenance and repair services for instruments at the Public Health Laboratory, for the period November 18, 2024 through November 17, 2025.

Approval of Contract #72-121-4 will allow the Contractor to continue providing maintenance and repair services to instruments at the Public Health Laboratory. This Contract includes modifications to County's standard indemnification clause and limitations of liability such that neither party shall be liable for any incidental, indirect or consequential damages to the maximum extent permitted by applicable law, regardless of whether such party was notified of the possibility thereof.

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C.82.

# CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, instruments at the Public Health Laboratory would not be serviced and the County would be out of compliance with Code of Federal Regulations § 493.1254 Standard: Maintenance and function checks.



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# Staff Report

File #: 25-3661 **Agenda Date: 9/9/2025** Agenda #: C 83 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Contract #23-434-6 with Kaiser Foundation Hospitals, on behalf of Kaiser Permanente Walnut Creek Medical 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 #23-434-6 with Kaiser Foundation Hospitals on behalf of Kaiser Permanente Walnut Creek Medical Center, a non-profit corporation, to pay County an annual oversight fee of \$7,500 and and act as a designated center to assist ST-Elevation Myocardial Infarction patients for the period September 1, 2025 through August 31, 2028.

#### **FISCAL IMPACT:**

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

#### **BACKGROUND:**

In collaboration with hospitals, first responders and transport agencies, Contra Costa County's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion. Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

This Contractor has been a part of the County's EMS network acting as a designated STEMI receiving center, providing these services and fostering a deep understanding of the County's mission, values, and long-term objectives since September 2008. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On September 13, 2022, the Board of Supervisors approved Contract #23-434-5 with Kaiser Foundation Hospitals, on behalf of Walnut Creek Medical Center, to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, for the period September 1, 2022 through

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August 31, 2025.

Approval of Contract #23-434-6 will allow the Contractor to continue providing services through August 31, 2028. This Contract includes mutual indemnification to hold each party harmless from any claims arising out of the performance of this Contract.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3662 **Agenda Date: 9/9/2025** Agenda #: C 84

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #23-442-6 with Sutter Bay Hospitals (dba Sutter Delta Medical 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 #23-442-6 with Sutter Bay Hospitals (dba Sutter Delta Medical Center), a non-profit corporation, to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2025 through August 31, 2028.

#### **FISCAL IMPACT:**

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

#### **BACKGROUND:**

In collaboration with hospitals, first responders and transport agencies, Contra Costa's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion. Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

This Contractor has been a part of the County's EMS network acting as a designated STEMI receiving center, providing these services and fostering a deep understanding of the County's mission, values, and long-term objectives since September 2009. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On August 16, 2022, the Board of Supervisors approved Contract #23-442-5 with Sutter Bay Hospitals (dba Sutter Delta Medical Center), to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, for the period September 1, 2022 through August 31, 2025.

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Approval of Contract #23-442-6 will allow the Contractor to continue providing services through August 31, 2028. This Contract includes mutual indemnification to hold each part harmless from any claims arising out of the performance of this Contract.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3663 **Agenda Date: 9/9/2025** Agenda #:

C 85

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Interagency Agreement #78-083 with Local Educational Agencies

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RESCIND prior Board Action of July 22, 2025, (C. 85) which approved and authorized the Interim Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #78-083 with Contra Costa County Office of Education, an educational institution, for County to provide Public Health Services and programs including medical/dental services and preventative health screenings, health outreach, education, and promotion, youth development programs, and technical assistance and support to low-income students in designated school districts for the period July 1, 2025 through June 30, 2030; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #78-083 with Local Educational Agencies, political subdivisions of the State of California, for County to provide Public Health services and programs including medical/dental services and preventative screenings, health outreach, education and promotion, youth development programs, and technical assistance and support to low-income students in designated school districts for the period July 1, 2025 through June 30, 2030.

#### **FISCAL IMPACT:**

This is a non-financial agreement.

#### **BACKGROUND:**

This Interagency Agreement will assist in improving the health and wellbeing of children and young people in Contra Costa County, with a focus on lower-income communities, through the provision of services and programming in public schools. These services include primary health care services, preventive health screenings, well-child examinations, confidential reproductive services, preventative dental services, health education and promotion activities, outreach, youth development programs and technical assistance and support for school immunization requirements. Services may be provided in Contra Costa Health mobile clinics or licensed stationary clinic sites, classrooms or other campus areas at specially designated times and locations. Contra Costa Health will collaborate with each Local Educational Agency, i.e., each school district or school site participating under the agreement to create a tailored annual work plan that outlines the specific services to be provided at each site to ensure that the unique needs of each school district or school site are addressed, while also meeting any specified program requirements and capacity. The Local Educational Agencies included in the agreement are: Acalanes Unified School District, Antioch Unified School District, Brentwood School District, Byron Unified School District, Canyon School District, John Swett Unified School District, Knightsen Elementary District, Lafayette Unified High School District, Liberty Union High School District,

Martinez Unified School District, Moraga School District, Mt. Diablo School District, Oakley Union School District, Orinda Unified School District, Pittsburg Unified School District, San Ramon Valley School District, Walnut Creek School District, and West Contra Costa Unified School District,

Approval of Interagency Agreement #78-083 will allow County to provide Public Health services and programs to low-income students in designated school districts for the period July 1, 2025 through June 30, 2030. This Agreement includes County agreeing to defend, indemnify and hold harmless the school districts for any claims arising from County's performance under the Agreement.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Interagency Agreement is not approved, low-income students will not receive medical, dental and other valuable services provided by County.

#### **CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School" and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in the number of healthy children within the Districts.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3664 **Agenda Date: 9/9/2025** Agenda #: C 86 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director Report Title: Contract #74-623-9 with Harmonic Solutions 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 #74-623-9 with Harmonic Solutions LLC, a limited liability company, in an amount not to exceed \$1,164,870, to provide methadone maintenance treatment services for the period from July 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted expenditures of up to \$1,164,870 and will be funded 100% by Federal Medi-Cal revenues. (Rate increase)

#### **BACKGROUND:**

This Contract meets the social needs of County's population by providing specialized substance abuse treatment and prevention programs to help clients to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community. Contractor specializes in providing medication assisted treatment services to clients with a substance use disorder to prevent relapse and overdoses due to Opioids and has a long standing history of successful compliance with all Federal and State laws as well as regulatory requirements, as reported following on-site audits conducted by the State Department of Health Care Services.

The County has been contracting with Harmonic Solutions LLC, since January 2021. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. This Contractor was approved by the Public Works Department's Purchasing Division on April 8, 2025. 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.

On July 1, 2024, the Board of Supervisors approved Contract #74-623-7 with Harmonic Solutions, LLC, in an amount not to exceed \$882,649, to provide methadone treatment services for the period July 1, 2024 through June 30, 2025.

Approval of Contract #74-623-9 will allow the Contractor to continue providing methadone treatment services through June 30, 2026. The delay of this Contract was due to ongoing budget and rate negotiations between the File #: 25-3664 **Agenda Date: 9/9/2025** Agenda #:

C.86.

Division and the Contractor.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, Contra Costa County residents will not receive methadone maintenance treatment services needed to provide them an opportunity to achieve sobriety and recover from the effects of alcohol and other drug use, become self-sufficient, and return to their families as productive individuals.

#### **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

# Staff Report

File #: 25-3665 Agenda Date: 9/9/2025 Agenda #:

C.87.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-772-1 with Lamarre Data Solutions, 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 #23-772-1 with Lamarre Data Solutions, LLC, a limited liability company, in an amount not to exceed \$990,000, to provide consulting, technical assistance, data analytics and training for the Electronic Medical Records Systems for the Department's Information Systems Unit, for the period January 1, 2026 through December 31, 2028.

#### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$990,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

#### **BACKGROUND:**

This Contract meets the needs of the Health Services Department's Information Systems Unit by providing data analytics consulting services for the Electronic Medial Records Systems, including developing and managing information to support decision making, managing and improving existing reporting systems, and performing complex analyses. These functions are imperative to the Unit's risk assessment and decision-making process.

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 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 March 26, 2025.

On January 10, 2023, the Board of Supervisors approved Contract #23-772 with Lamarre Data Solutions, LLC, in an amount not to exceed \$840,000, to provide consulting, technical assistance, data analytics and training for the Electronic Medical Records Systems for the Department's Information Systems Unit, for the period January 1, 2023 through December 31, 2025.

Approval of Contract #23-772-1 will allow the Contractor to continue providing data analytics, consultation and technical assistance services through December 31, 2028.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

File #: 25-3665 **Agenda Date: 9/9/2025** Agenda #: C.87.

If this Contract is not approved, the Information Systems Unit will not have access to Contractor's consulting and technical assistance services needed for the Electronic Medical Records Systems.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3666 Agenda Date: 9/9/2025 Agenda #:

C.88.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #74-448-15 with Edward Lau, 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 #74-448-15 with Edward Lau, M.D., an individual, in an amount not to exceed \$375,000, to provide outpatient psychiatric care services for children and adolescents with mental illness in East Contra Costa County, for the period September 1, 2025 through August 31, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted annual expenditures of up to \$375,000 and will be funded 50% by Mental Health Realignment and 50% Federal Medi-Cal revenues.

#### **BACKGROUND:**

This Contract meets the social needs of County's population by providing psychiatric services including, but not limited to diagnosing, counseling, evaluating, medication management and providing medical and psychiatric therapeutic treatment for children and adolescents with mental illness in East Contra Costa County. This Contractor has been providing outpatient psychiatric care services since September 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); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) 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 the Contractor provides physician services and is exempt from solicitation requirements.

On September 10, 2024, the Board of Supervisors approved Contract #74-448-14 with Edward Lau, M.D., in an amount not to exceed \$355,000 to provide outpatient psychiatric care for children and adolescents with mental illness in East Costa County for the period from September 1, 2024 through August 31, 2025.

Approval of Contract #74-448-15 will allow the Contractor to continue providing psychiatric services through August 31, 2026.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

File #: 25-3666 **Agenda Date: 9/9/2025** Agenda #: C.88.

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.

#### **CHILDREN'S IMPACT STATEMENT:**

This Contract supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3667
C.89.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-465-16 with Douglas Hanlin, 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 #74-465-16 with Douglas Hanlin, M.D., an individual, in an amount not to exceed \$250,000, to provide outpatient psychiatric care services for adults with mental illness in Central Contra Costa County, for the period September 1, 2025 through August 31, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract will result in annual budgeted expenditures of up to \$250,000 and will be funded 100% by Mental Health Realignment Funds.

#### **BACKGROUND:**

This Contract meets the social needs of County's population by providing 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 Central Contra Costa County. This Contractor has been providing outpatient psychiatric care services since September 1, 2013.

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. 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 the Contractor provides physician services and is exempt from solicitation requirements.

On September 10, 2024, the Board of Supervisors approved Contract #74-465-15 with Douglas Hanlin, M.D., in an amount not to exceed \$235,000, for the provision of outpatient psychiatric care services for adults with mental illness in Central Contra Costa County for the period September 1, 2024 through August 31, 2025.

Approval of Contract #74-465-16 will allow the Contractor to continue providing outpatient psychiatric care services through August 31, 2026.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3667 C.89.

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

# Staff Report

File #: 25-3668 **Agenda Date: 9/9/2025** Agenda #: C.90To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Agreement #29-812-9 with Concord/Pleasant Hill Health Care District, a subsidiary of the City of Concord ⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-812-9 with Concord/Pleasant Hill Health Care District, to pay the County an amount not to exceed \$13,000, to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$13,000 from the Concord/Pleasant Hill Health Care District, a subsidiary of the City of Concord, to provide homeless outreach services. No County match required.

#### **BACKGROUND:**

The CORE team serves as an entry point into the County's coordinated entry system for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Program provides homeless outreach services aimed at identifying homeless individuals, youth, and families living without shelter and in locations not meant for human habitation. County has been contracting with Concord/Pleasant Hill Health Care District since August 2017 to provide homeless outreach services.

On October 22, 2024, the Board of Supervisors approved Agreement #29-812-8 to receive funds in an amount not to exceed \$13,000 from the City of Concord for the provision of homeless outreach services under the CORE Program for the period from July 1, 2024 through June 30, 2025.

Approval of Agreement #29-812-9 will allow County to continue to receive funds to provide homeless outreach services under the CORE Program through June 30, 2026. This Agreement includes an indemnity provision that requires the County to defend, indemnify, save, and hold harmless the District for any claims arising out of County's performance under this Agreement. This Agreement is late due to County receiving the finalized documents from the City on June 12, 2025.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

**Agenda Date:** 9/9/2025 File #: 25-3668 Agenda #: C.90.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3669 Agenda Date: 9/9/2025 Agenda #:

C.91.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #78-067-1 with City of San Pablo

⊠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 #78-067-1 with City of San Pablo, to pay the County an amount not to exceed \$97,930 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$97,930 from the City of San Pablo to provide CORE services. (No County match is required)

#### **BACKGROUND:**

The CORE Program identifies and initiates contact with homeless individuals living on the streets, assess their housing and service needs, and facilitates connections to shelter, benefits, behavioral health and primary healthcare services throughout Contra Costa County. CORE teams serve as an entry point to County's Coordinated Entry System for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. Under this Contract, the CORE Team will assure the City of San Pablo receives an annual minimum of 693.33 hours of service from the CORE Team under this Agreement.

On November 5, 2024, the Board of Supervisors approved Agreement #78-067 with the City of San Pablo to pay the County an amount not to exceed \$112,644 to provide homeless outreach services for the CORE Program, for the period from July 1, 2024 through June 30, 2025.

Approval of Agreement #78-067-1 will allow County to continue to receive funds to provide CORE homeless outreach services for the City of San Pablo through June 30, 2026. This Agreement includes mutual indemnification to defend, indemnify and hold harmless both parties for any claims arising out of the performance of this Agreement. This Agreement was delayed due to the City providing the finalized documents to the County on May 28, 2025.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

**Agenda Date:** 9/9/2025 File #: 25-3669 Agenda #: C.91.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3670 Agenda Date: 9/9/2025 Agenda #:

C.92.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #78-087 with City of Pinole

⊠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 #78-087 with the City of Pinole, a municipal corporation, to pay the County an amount not to exceed \$48,965, to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$48,965 from the City of Pinole to provide homeless outreach services. No County match is required.

#### **BACKGROUND:**

The CORE team serves as an entry point into the county's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Program provides homeless outreach services aimed at identifying homeless individuals, youth and families living without shelter and in locations not meant for human habitations.

Under new Agreement #78-087, City of Pinole will pay County to provide homeless outreach services under the CORE Program through June 30, 2026. This Agreement includes a mutual agreement provision that requires the parties to defend, indemnify, and hold harmless the other party for any claims arising out of the performance under this Agreement. This Agreement is late due to County receiving the finalized documents from the City on July 2, 2025.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

**File #:** 25-3670 **Agenda Date:** 9/9/2025 **Agenda #:** C.92.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3671 Agenda Date: 9/9/2025 Agenda #:

C.93.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #24-429-82 with Ujima Family Recovery 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 Contract #24-429-82 with Ujima Family Recovery Services, a non-profit corporation, in an amount not to exceed \$4,668,529 to provide residential and outpatient treatment for pregnant and parenting women and their young children, 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 \$4,668,529 and will be funded by 87% Drug Medi-Cal; 12% Substance Abuse Prevention and Treatment (SAPT) Perinatal Set-Aside and 1% Assembly Bill (AB) 109 revenues.

# **BACKGROUND:**

The County has been contracting with Ujima Family Recovery Services since April 2017 to meet the social needs of County's population by providing family-centered alcohol and drug treatment services. Contractor shall provide, operate, and administer Substance Use Disorder (SUD) prevention and treatment program services as certified by the State of California must operate under the terms and conditions of the Drug Medi-Cal Organized Delivery System (DMC-ODS) and must be provided in its facility(ies) referenced in County Health Services Alcohol and Other Drugs (AODS) Department's Work Plan.

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 #24-429-81 with Ujima Family Recovery Services, in an amount no to exceed \$4,770,438, to provide residential and outpatient treatment for pregnant and parenting women and their young children, for the period from July 1, 2024 through June 30, 2025.

Approval of Contract #24-429-82 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

File #: 25-3671 **Agenda Date: 9/9/2025** Agenda #:

C.93.

Contractor.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, pregnant and parenting women will not receive the alcohol and drug treatment services they need which may result in perinatal substance abuse and additional risk to their babies.

# **CHILDREN'S IMPACT STATEMENT:**

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3672 Agenda Date: 9/9/2025 Agenda #:

C.94.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #78-085 with City of Hercules

⊠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 #78-085 with the City of Hercules, a municipal corporation, to pay the County an amount not to exceed \$48,965, to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program, for the period from July 1, 2025 through June 30, 2026.

# **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$48,965 from the City of Hercules to provide homeless outreach services. No County match is required.

# **BACKGROUND:**

The CORE team serves as an entry point into the county's coordinated entry system for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Program provides homeless outreach services aimed at identifying homeless individuals, youth, and families living without shelter and in locations not meant for human habitation.

Under new Agreement 78-087, City of Hercules will pay County to provide homeless outreach services under the CORE Program through June 30, 2026. This Agreement includes a mutual agreement provision that requires the parties to defend, indemnify, and hold harmless the other party for any claims arising out of the performance under this Agreement. This Agreement is late due to County receiving the finalized documents from the City on June 18, 2025.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

**Agenda Date:** 9/9/2025 File #: 25-3672 Agenda #: C.94.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.95.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Agreement #29-605-8 with the City of Pleasant Hill

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-605-8 with the City of Pleasant Hill, to pay County an amount not to exceed \$147,076 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program for the period July 1, 2025 to June 30, 2026.

# **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$147,076 from the City of Pleasant Hill for FY 2025-26 to provide homeless outreach services. No County match is required.

# **BACKGROUND:**

The CORE team serves as an entry point into the County's Coordinated Entry System for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Program provides homeless outreach services aimed at identifying homeless individuals, youth, and families living without shelter and in locations not meant for human habitation. The County has been receiving funds from City of Pleasant Hill for the CORE program since March 2017.

On October 22, 2024, the Board of Supervisors approved Agreement #29-605-7 with the City of Pleasant Hill, to pay County an amount not to exceed \$140,733 to provide homeless outreach services for the CORE Program for the period July 1, 2024 to June 30, 2025.

Approval of Agreement #29-605-8 will allow the County to continue to receive funds from the City of Pleasant Hill and provide services through June 30, 2026. This Agreement includes a mutual agreement provision that requires the parties to defend, indemnify, and hold harmless the other party for any claims arising out of the performance under this Agreement. This Agreement was delayed due to County not receiving the Agreement from the City of Pleasant Hill until June 18, 2025.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not receive funding and the CORE program will have to operate at a reduced capacity.

**Agenda Date:** 9/9/2025 File #: 25-3673 Agenda #: C.95.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.96.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #74-708-2 with Ujima Family Recovery 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 Contract #74-708-2 with Ujima Family Recovery Services, a non-profit corporation, in an amount not to exceed \$372,816 to provide on-site childcare services for women receiving perinatal substance use disorder (SUD) outpatient services, 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 \$372,816 and will be funded 100% by Substance Abuse Prevention and Treatment Block Grant revenues.

# **BACKGROUND:**

The California Department of Health Care Services' (DHCS) Perinatal Practice Guidelines (PPG) state that for women in substance use treatment, lack of access to childcare is a critical factor that may serve as a barrier to a woman's participation in treatment, and SUD providers are encouraged to provide on-site, licensed childcare in accordance with childcare licensing requirements. Contractor will assist the Alcohol and Other Drugs Services (AODS) division by providing on-site, license-exempt childcare through a cooperative arrangement between parents for the care of their children. Contractor will begin providing services in August 2024.

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. This Contractor was approved by the Public Works Department's Purchasing Division on June 18, 2025.

On August 31, 2024, the Board of Supervisors approved Contract #74-708-1 with Ujima Family Recovery Services, in an amount no to exceed \$343,680, to provide on-site childcare services for women receiving SUD outpatient services, for the period August 1, 2024 through June 30, 2025.

Approval of Contract #74-708-2 will allow the Contractor to continue providing on-site childcare services through June 30, 2026. The delay of this Contract was due to ongoing budget and rate negotiations between the Division and the Contractor.

File #: 25-3674 **Agenda Date: 9/9/2025** Agenda #: C.96.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, women receiving perinatal SUD outpatient services will not have access to Contractor's on-site childcare services and may serve as a barrier to a woman's participation in treatment.

# **CHILDREN'S IMPACT STATEMENT:**

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.97.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Amendment #23-773-6 with Health Management Associates, 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 Agreement #23-773-6 with Health Management Associates, Inc., a corporation, effective September 1, 2025, to amend Contract #23-773-2 (as amended by #23-773-3 through #23-773-5), to increase the payment limit by \$1,770,000, from \$2,050,000 to a new payment limit of \$3,820,00 and extend the termination date from September 30, 2025 through September 30, 2026.

# **FISCAL IMPACT:**

Approval of this amendment will result in additional annual expenditures of up to \$1,770,000 and will be funded by 100% Contra Costa Health Plan Enterprise Fund II as budgeted by the department in FY 2025-26.

# **BACKGROUND:**

Health Management Associates, Inc has been providing actuarial services to the Contra Costa Health Plan (CCHP) since October 2022. The contractor's services include analysis of CCHP historical claims data to determine the required Incurred But Not Reported reserves (IBNR), assist in the completion of the annual Rate Development Template (RDT) deliverable to the State and provide comprehensive analysis of premium rating files from the State.

On August 15, 2023, the Board of Supervisors approved Contract #23-773-2 with Health Management Associates, Inc., in an amount not to exceed \$300,000 to provide actuarial consulting services for the Contra Costa Health Plan, for the period from October 1, 2023 through September 30, 2024.

On February 27, 2024, the Board of Supervisors approved Amendment Agreement #23-773-3 to increase the payment limit by \$300,000 from \$300,000 to a new payment limit of \$600,000 with no change in the term of October 1, 2023 through September 30, 2024.

On September 10, 2024, the Board of Supervisors approved Amendment Agreement #23-773-4 to increase the payment limit by \$250,000 from \$300,000 to a new payment limit of \$850,000 and extend the term from September 30, 2024 to September 30, 2025.

On December 3, 2024, the Board of Supervisors approved Amendment Agreement #23-773-5 to increase the payment limit by \$1,200,000 from \$850,000 to a new payment limit of \$2,050,000 with no change in the term

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through September 30, 2025.

Approval of Contract Amendment Agreement #23-773-6 will allow the contractor to provide additional actuarial consulting services related to the current Prospective Payment System and the State CalAIM and a Single Plan Medi-Cal Model in Contra Costa County, through September 30, 2026.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, CCHP will not have the actuarial services required to meet State requirements with regard to CalAIM.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3676 Agenda Date: 9/9/2025 Agenda #:

C.98.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Purchase Order with Gaumard Scientific Company, 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, (1) a purchase order with Gaumard Scientific Company, Inc. in an amount not to exceed \$45,021 for the purchase of a pediatric healthcare training mannequin and software and services, and (2) Gaumard Terms and Conditions, for the period from September 9, 2025 through September 8, 2026, and for consecutive annual renewals until terminated.

# **FISCAL IMPACT:**

This action will result in expenditures of up to \$45,021 and will be funded by Hospital Enterprise Fund I revenues.

# **BACKGROUND:**

Gaumard Scientific Company, Inc. is the sole provider of Pediatric HAL S3005. Contra Costa Regional Medical Center (CCRMC) has been in business with Gaumard Scientific Company, Inc. since 2019. Gaumard designs, manufactures, and sells industry-leading simulation-based healthcare workforce training solutions for hospitals, universities, emergency medical services, and military services worldwide with over 75 years of healthcare simulation experience.

Pediatric HALS3005 is detailed mannequin that offers realistic anatomical features, interactive speech and sounds, advanced airway management, dynamic physiological responses, comprehensive monitoring, simulated cardiac events and realistic drug responses. It bridges the gap between simulation and actual patient care, facilitating effective training, with the goal of improving patient outcomes.

The Gaumard Terms and Conditions obligate the County to indemnify Gaumard for (1) bodily injury or death arising out County's negligence or willful misconduct in performing the agreement; (2) infringement or misappropriation by County of intellectual property rights; and (3) County's other illegal conduct. The Terms and Conditions limit Gaumard's liability to the amount he County has paid to Gaumard under the agreement. This purchase has been approved by Public Works' Purchasing Unit as a sole source provider.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Professional Development Department (PDD) of CCRMC will be non-compliant with the industry standard training and emergency preparedness that is expected for any hospital. Non-

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compliance with regulatory agencies affect licensure and Contra Costa Health policies, and procedures.



# **GAUMARD SALES TERMS AND CONDITIONS**

These Gaumard Scientific Company, Inc. ("Gaumard") Sales Terms and Conditions ("Terms"), dated September 9, 2025 (the "Effective Date") are between Contra Costa County, a political subdivision of the state of California ("Customer), and Gaumard, and apply to the sale or use of Gaumard-branded equipment ("Equipment"), and Gaumard-branded supplies ("Supplies"), collectively referred to as "Product" or "Products", and the Services (a defined in Section 2 (Prices)), and Gaumard Software ("Software" as defined in paragraph 12) between Gaumard and Customer (collectively, "Party" or "Parties"). The Parties, intending to be legally bound, agree as follows.

- 1. Agreement. Customer agrees to purchase from Gaumard the Products set forth in the quotes and invoices accepted by both Customer and Gaumard from time-to-time, and Gaumard agrees to supply the Products and Services. These Terms, along with any Gaumard Exhibits, any applicable Gaumard Quotation, Gaumard Invoice documents, Gaumard Limited Product Warranty documents, Gaumard Cares Service Plan documents, and any other purchasing or service documents executed by both Parties constitute the complete and entire agreement between Gaumard and Customer (collectively referred to herein as the "Agreement"). This Agreement will supersede all other quotations, agreements, understandings, warranties, and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer's purchase order terms and conditions) containing pre-printed or additional terms that conflict with or attempt to modify this Agreement in any way are hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties.
- 2. Prices. Prices, fees, and charges for Products and services (including maintenance, installation, and training as described in the applicable Gaumard Quotation, Gaumard Invoice, Gaumard Limited Product Warranty documents, or Gaumard Cares Service Plan documents ("Service" or "Services") are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate before shipment of Products. Customer is responsible for payment of any applicable taxes, whether invoiced by Gaumard or not. Unless such certificate is furnished, Customer agrees to pay at its sole expense all applicable taxes, assessments, fees, penalties, import duties, and merchandise processing fees that may be levied or assessed upon Customer or Gaumard with respect to this Agreement, the Products, or any interest therein. Gaumard reserves the right to increase prices by giving thirty (30) days prior written notice to Customer.
- 3. Payment. Unless otherwise agreed to in writing by Gaumard, Customer shall pay invoices net thirty (30) days from the invoice date. A late charge will be due on any unpaid balance at a rate of 1.0% per month or the maximum rate otherwise permitted by law, whichever is lower. Gaumard may charge interest at the maximum rate permitted by law on all amounts not paid by the invoice due date. Gaumard is not obligated to deliver any Product or perform any Service during any period when Customer payment is past due. Customer will be responsible for all costs (including reasonable attorneys' fees and costs of court) incurred by Gaumard to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.



- 4. Product Shipment and Risk of Loss. Unless otherwise agreed to in writing by Gaumard, all Products will be shipped F.O.B. Origin, regardless of any provisions for payments of freight, insurance, the form of shipping documents, or selection of carrier by Gaumard. As such, title to the Products passes to the Customer at the shipping dock of Gaumard (or of Gaumard's supplier or authorized agent). Customer is responsible for shipping charges and for the cost of insurance paid to cover any losses that may occur from Gaumard's shipment point to Customer's receipt. Gaumard will provide reasonable assistance to Customer in processing any loss claims. Gaumard shall use reasonable efforts to meet the Gaumard-specified delivery dates. If Gaumard fails to make delivery within a reasonable time for reasons other than Customer's fault or circumstances beyond Gaumard's reasonable control, then Customer's sole remedy is to terminate the applicable Gaumard Invoice, whereupon Gaumard will refund any pre-payments received from Customer relating to such Gaumard Invoice.
- 5. Installation and Acceptance. Purchase Orders are subject to: 1) written acceptance by Gaumard; 2) receipt by Gaumard of required deposits or pre-paid amounts, as applicable; and 3) continuing credit approval. If applicable, Gaumard will install Equipment at an agreed upon location ("Installation"). All Products shall be deemed accepted upon delivery to Customer's location or dock. Installation is subject to Customer's cooperation in preparing and maintaining the site in compliance with Gaumard specifications, including but not limited to, provision of necessary permits, site readiness (any applicable electrical and other connections are installed and available for use), and all environmental conditions. If Customer's site is not fully prepared for Installation of the Products, Gaumard will not be able to perform the Installation and Customer shall be solely responsible for any storage, handling, or other arrangements to hold the Products for future Installation. If applicable, Customer and Gaumard shall jointly set a new Installation date. Customer shall ensure that the site is fully prepared for Installation before attempting to re-schedule Installation, that Product to be installed is available onsite, and shall bear all costs associated with the Installation and re-scheduling of same.
- **6. Delay of Performance.** The Parties' obligations under this Agreement are subject to force majeure events, including but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of the Parties. Gaumard reserves the right during any shortage period to: (a) make Supplies available to Customer (as Gaumard deems appropriate) and (b) make substitutions and modifications in the specifications of any Products, provided such substitutions or modifications do not materially affect the performance of Products.
- 7. LIMITED PRODUCT WARRANTY. Gaumard warrants that if a Gaumard-branded Product proves to be defective in material or workmanship within one year from the date on which title to the Product passes to the Customer ("Limited Product Warranty Period"), Gaumard will, at Gaumard's option, repair or replace the Gaumard Product. This Limited Product Warranty covers all defects in material and workmanship in the Gaumard Product, except: (a) Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard Product; (b) Damage resulting from failure to properly maintain or store the Gaumard Product in accordance with Gaumard Product instructions, including failure to properly clean the Gaumard Product; and (c) Damage resulting from a repair or attempted repair of the Gaumard Product by anyone other than Gaumard or a Gaumard representative. Replacement parts are warranted for the remainder of the Limited Product Warranty Period or ninety (90) days from shipment of a replacement part, whichever is longer. Services are warranted to be supplied in a workman-like manner. Gaumard does not warrant that use of the Gaumard Products will



be uninterrupted or error-free, or that the Products will operate with non- Gaumard authorized third-party products. THE FOREGOING LIMITED PRODUCT WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED PRODUCT WARRANTY. THIS LIMITED PRODUCT WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED PRODUCT WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED PRODUCT WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE OR "AS-IS" BASIS.

- 8. Limited Product Warranty: Claims and Remedies. In the event of any Limited Product Warranty claim, Gaumard, at its option, will repair or replace with new or repaired items any Product part or component that is covered by the Limited Product Warranties specified in Section 7 of these Terms (the "Limited Product Warranty"). At its option, Gaumard also may choose to issue a credit to Customer in an amount equal to the depreciated price of the product. Items, including parts, repaired or replaced shall become Gaumard property. All Limited Product Warranty claims shall be initiated by contacting Gaumard within the applicable Limited Product Warranty Period and within thirty (30) days after discovery of the alleged non-conformity. If Customer has failed to notify Gaumard within the applicable Limited Product Warranty Period, then Customer shall be barred from instituting any action thereafter. Customer shall not return any Product to Gaumard without prior authorization from Gaumard. If the necessary repairs to the Product are covered by the Limited Product Warranty, then Customer shall pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the Product to Gaumard and for sending the Product back to the Customer. However, if the necessary repairs to the Product are not covered by the Limited Product Warranty, then Customer shall be liable for all repair costs in addition to costs of shipping and handling. Upon request, Gaumard must be given access to and an opportunity to inspect the Product and any working areas and storage areas. These remedies shall comprise Gaumard's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity.
- **9. LIMITATION OF LIABILITY.** GAUMARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE),



DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE, OR USE OF PRODUCT OR SERVICES ORDERED OR FURNISHED, OR FROM ANY CAUSE RELATING THERETO. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM GAUMARD'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL GAUMARD BE LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE RELATED TO A PRODUCT OR SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD FOR SUCH PRODUCT OR SERVICE.

10. Governmental Authorizations. Customer is responsible for compliance and costs associated with all required licenses, permits, or other governmental authorizations, including but not limited to, any license or certification needed for Customer to use the Product, and any export or import license, exchange permit, or the like ("Licenses"), even if applied for by Gaumard on Customer's behalf. If any authorization is delayed, denied, revoked, restricted, or not renewed, Gaumard shall not be liable, and Customer is not relieved of its obligations. Customer agrees that it shall handle all Product and technical data related to the Licenses so that it conforms to all applicable U.S. Laws and Regulations, including U.S. Export Licensing Laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Gaumard except as U.S. Laws and Regulations expressly permit.

# 11. Indemnity.

- a. Gaumard agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Customer for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Gaumard's negligence or willful misconduct or (2) infringement or misappropriation by Gaumard of any United States intellectual property rights under this Agreement. If Gaumard becomes aware of a third party claims that Gaumard's intellectual property infringes a third party's rights, Gaumard will (i) obtain the right for Customer to continue using the product, (ii) modify the product so that it is no longer infringing provided that the Gaumard-branded products are used in the manner as intended by Gaumard, or (iii) if neither (i) or (ii) is possible, terminate this Agreement and provide a credit to the Customer in an amount equal to the depreciated price (based on a seven year useful life) of the Gaumard-branded product, provided, however, if the alleged infringement prevents Gaumard from continuing to license the Gaumard-branded product to Customer, Gaumard will refund Customer the depreciated price (based on a seven year useful life) of the Gaumard-branded product.
- b. Customer agrees to indemnify, defend and hold Gaumard, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Gaumard for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's negligence or willful misconduct; (2) infringement or misappropriation by Customer of any United States intellectual property rights under this Agreement; or (3)



Customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

- **12. Software License.** For purposes of these Terms, the term "<u>Software</u>" is defined as all Gaumard-branded computer software, firmware, and associated documentation, whether in printed or machine-readable form, supplied by reason of this Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer's use of the Software is governed by the Gaumard End User License Agreement attached as <u>Exhibit A</u> (Gaumard End User License Agreement) to these Terms.
- 13. Confidential Information. Customer shall maintain the confidentiality of any information provided or disclosed by Gaumard that is marked as confidential or should reasonably be understood to be confidential to Customer relating to the Software (as defined above), the Product, the Equipment, the Supplies, business or customers of Gaumard, ("Confidential Information"). Customer shall use reasonable care to protect the confidentiality of Gaumard's Confidential Information, but no less than the degree of care it would use to protect Customer's own confidential information, and shall only disclose Gaumard's Confidential Information to its employees and agents having a need to know this information and who are subject to written confidentiality agreements having terms at least as restrictive as those contained herein. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure. Gaumard shall keep the identity of individuals Customer serves confidential.
- **14. Intended Uses.** Products are only intended for the uses described in the applicable user's guide or instructions for use. Customer assumes all risks associated with non-listed uses of Products and hereby indemnifies and holds Gaumard harmless from any claim associated with such non-listed uses.
- **15. Compliance with Laws.** Gaumard and Customer agree to comply with all federal and state laws that govern the enforceability and performance of this Agreement.
- 16. HIPAA Compliance. The Parties shall not transfer any personal patient information or Protected Health Information (as that term is defined under HIPAA) between them. However, the Parties understand and agree that this Agreement may become subject to the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), the privacy and security regulations promulgated thereunder, including 45 C.F.R. 160, 162 and 164, as amended (the "HIPAA Regulations"), and Title XIII of Division A and Title IV of Division B (the "Health Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"). The Parties agree to comply with HIPAA and to execute any documents that may be required by HIPAA, HITECH, and any other applicable federal or state privacy laws and regulations. The Parties agree that if they directly or indirectly gain access to Protected Health Information held by the other Party during any interaction, the receiving Party will keep the Protected Health Information confidential under the terms of this Agreement.
- **17. Voice Capture.** Some Gaumard Products use cloud-based speech recognition technologies that listen for voice inputs and send voice data to cloud-based speech recognition technologies. Voice data is used to power Gaumard's speech recognition feature by creating a text transcription of your spoken words. Microsoft (or another vendor) will be able to review snippets of the voice data or voice clips



in order to build and improve its speech recognition technologies. Gaumard will be able to review the text transcriptions in order to improve its simulation technologies. Gaumard and Microsoft protect users' privacy by taking steps to de-identify the data, requiring non-disclosure agreements with relevant vendors, and requiring that employees and vendors meet high privacy standards. Customer shall inform all persons using the Gaumard Products with speech recognition technologies of the voice capture features and obtain any consent(s) from such persons as may be necessary to comply with applicable laws or regulations in Customer's jurisdiction.

- **18. State Reporting and Disclosure Laws.** Unless otherwise noted in this Agreement, the cost of any Product training provided by Gaumard shall be included in the purchase price of the Product where applicable. Customer acknowledges and agrees that state reporting laws may require Gaumard to disclose certain aspects of this arrangement.
- 19. Fraud and Abuse. Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- **20. Regulatory Compliance.** The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.
- 21. Term. This Agreement commences on the Effective Date and continues perpetually, unless terminated earlier in accordance with the terms hereof. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days of written notice from the other party describing the breach. Either party may terminate this Agreement by providing at least sixty (60) days written notice prior to the anniversary of the Effective Date. Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to terminate this Agreement (including any Purchase Orders) if any of the following situations arise: (1) the other Party becomes insolvent or is unable to pay debts as they become due; (2) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (3) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.



- 22. Waiver and Severability. If either Party fails to perform obligations under this Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of this Agreement is separate and independent of one another, and the unenforceability of any provision will not affect the enforceability of any other provision. If any provision is held to be excessively broad or unenforceable, such provision shall be modified so that it is enforceable to the fullest extent possible by law.
- **23. Assignment.** Customer shall not assign this Agreement without the prior written consent of Gaumard. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and assigns of Customer.
- **24. Notices.** Any required notices will be given in writing to a party as set forth in the applicable Gaumard Invoice or other purchasing document.
- 25. Governing Law. Upon execution, this Agreement shall be governed and viewed under the laws of the State of California without reference to its conflict of laws provisions. Customer and Gaumard specifically agree that any action relating to the relationship between the Parties, this Agreement, or Products provided, purchased or licensed hereunder, shall be brought and tried in the State or Federal Courts of the City of San Francisco, County of San Francisco, State of California. Customer waives all objections to, and consents to the jurisdiction of such Courts.
- **26. Miscellaneous; Survival.** Any provision of this Agreement that imposes upon Customer an obligation after termination or expiration of this Agreement, including but not limited to any definitions appearing in this Agreement as well as Sections 3, 5 through 16 inclusive, and 18 through 26 inclusive, shall survive termination or expiration of this Agreement and be binding upon Customer, its successors and permitted assigns.

The parties hereto have executed this Agreement as of the date first set forth above.

Gaumard Scientific Company, Inc.	Contra Costa County		
By:	By:		
Name:			
Title:			
By:			
Name:			
Title:			



#### Exhibit A

#### GAUMARD END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") sets forth the respective rights and responsibilities between Contra Costa County, a political subdivision of the State of California ("End User") and Gaumard Scientific Company, Inc., a Florida corporation ("Gaumard"), relative to the Gaumard Software (as defined below). This EULA is effective as of the Effective Date set forth in the Agreement between End User and Gaumard to which it is attached. BY USING THE GAUMARD-BRANDED SOFTWARE, END USER IS AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF END USER DOES NOT AGREE, END USER MAY NOT USE THE GAUMARD SOFTWARE.

#### 1. Definitions.

- 1.1 "Gaumard Documentation" means the Gaumard user guides and related materials provided by Gaumard to End User to facilitate use of the Gaumard Products.
- 1.2 "Gaumard Equipment" means Gaumard-branded hardware components for medical simulation and training, including manikins and associated instrumentation, sold by Gaumard to End User.
- 1.3 "*Gaumard Products*" means Gaumard Equipment sold or otherwise made available by Gaumard to End User currently or in the future.
- 1.4 "Gaumard Software" means the object code form of computer programs and Gaumard Documentation owned by Gaumard or its licensors and licensed to End User in accordance with this EULA. Gaumard Software includes (a) computer programs embedded in firmware in the Gaumard Equipment; (b) computer programs embedded in a separate medium (such as a CD or flash drive) for use in conjunction with the Gaumard Equipment; (c) computer programs downloaded or received from Gaumard; (d) computer programs used on servers storing or processing data related to the Gaumard Products; and (e) computer programs used to create and manage a network for the Gaumard Equipment, interface with the components of the Gaumard Equipment, manage and compute location information related to the Gaumard Equipment, and monitor health of the Gaumard Equipment.

# 2. Software License and Restrictions.

- 2.1 <u>License</u>. Gaumard hereby grants End User a non- exclusive, non-transferable (except as otherwise set forth herein), limited, personal license to execute and use the Gaumard Software for End User's internal business purposes, but only so long as the Gaumard Software is installed on the Gaumard Product on which it was originally supplied. End User may not, directly or indirectly, sell, sublicense, display, timeshare, loan, lease, make or have made, distribute, or create derivative works of the Gaumard Software. All other rights are reserved to Gaumard. Gaumard may terminate the foregoing license if End User fails to comply with the terms and conditions of this EULA, the Gaumard Sales Terms and Conditions to which this EULA is attached, the Gaumard Invoice, the Gaumard Limited Product Warranty, or the Gaumard Cares Service Plan Agreement attached hereto as Exhibit B and incorporated herein.
- 2.2 Ownership. All rights, title, and interest in and to the Gaumard Software, and any derivative works thereof, whether created by Gaumard, End User, or a third party, will remain at all times solely and exclusively owned by Gaumard. Nothing in this EULA or the Gaumard Invoice will be construed to



grant End User any rights of any kind with respect to the Gaumard Software, except as expressly set forth in this EULA.

- 2.3 Reverse Engineering and Other Restrictions. End User will not, and will not allow any third party to, tamper with, modify, decompile, disassemble, derive the source code of, reverse engineer, or attempt to obtain the internal design of the Gaumard Software or Gaumard Products for any purpose whatsoever (collectively, "Restricted Acts"). If applicable law permits End User to take any of the Restricted Acts notwithstanding the previous prohibition, and End User wishes to take any Restricted Act notwithstanding the previous prohibition, End User will first provide Gaumard with thirty (30) days prior written notice. Gaumard may terminate this EULA at any time during such notice period without liability arising from such termination. The Parties agree that all information needed for interoperability for the Gaumard Products is available from Gaumard in accordance with applicable government directives as well as the contemplated permitted uses for the Products by Customer.
- 2.4 <u>Updates</u>. From time-to-time Gaumard may develop new versions or updates for the Gaumard Software that may be made available to the End User. Unless otherwise agreed to by Gaumard, End User shall be responsible for installing the provided new versions or updates for the Gaumard Software.
- 2.5 <u>Proprietary Notices</u>. End User agrees to maintain and reproduce on all copies of the Gaumard Software, any names, logos, copyright notices, trademarks, other proprietary markings, and legends that appear on the Gaumard Software.
- 2.6 <u>Control of Duplication</u>. End User will not, nor will it allow any third party to, circumvent the protection controlling the duplication or use of the Gaumard Software, for example and without limitation, any software lock controlling the number of copies End User may make of the Gaumard Software.
- 2.7 No Source Code. End User acknowledges and agrees that its rights under this EULA do not include rights to source code. In its exercise of the rights granted under this EULA, End User agrees not to take any action that would result in any requirement to disclose or make available to other parties the Gaumard Software in source code format.
- 2.8 <u>Certification</u>. Upon thirty (30) days written notice to End User from Gaumard, End User shall certify End User's compliance with the restrictions and obligations in this EULA. Such requests will not occur more frequently than once per calendar year. If End User has used the Gaumard Software in violation of this EULA, End User shall, in addition to any other remedies Gaumard may have, pay Gaumard additional fees for the excess use according to Gaumard's then-current price list and policies, plus a late payment charge of one percent (1.0%) per month (or the highest amount allowed by applicable law, if lower) for each month of excess use from the date of initial excess use.
- 2.9 <u>Privacy and Recordings</u>. End User will comply with all applicable laws, rules and regulations related to privacy, publicity and data protection related to use of the Gaumard Products. End User shall not use the Gaumard Software to record or collect personal data from any person in violation of End User's policies or privacy statements. End User shall receive express consent from all persons recorded by the Gaumard Software sufficient for End User's use, storage, and distribution of such recordings. Notwithstanding this provision, the Parties acknowledge and agree that the Gaumard Products and Gaumard Software are provided solely for use as medical training and simulation tools and not for actual treatment of patients. The Parties are not planning to transfer any personal patient information between them, nor shall Customer store, introduce, download or load personally identifiable data or patient information into the Gaumard Products or Gaumard Software.



# 3. Term and Termination.

- 3.1 <u>Term</u>. This EULA commences on the Effective Date and continues perpetually, unless terminated earlier in accordance with the terms hereof.
- 3.2 Termination for Cause. This EULA is automatically terminated by Gaumard if the other Party materially breaches this EULA, the Gaumard Sales Terms and Conditions, the Gaumard Quotation, Gaumard Invoice, the Gaumard Limited Product Warranty, or the Gaumard Cares Service Plan Agreement. In addition, Gaumard may terminate this EULA if: (a) End User becomes insolvent or makes an assignment for the benefit of End User's creditors; or (b) a receiver is appointed or a petition in bankruptcy is filed with respect to End User and such petition is not dismissed within thirty (30) days.
- 3.3 <u>Effect of Termination</u>. Upon the termination of this EULA for any reason, all licenses granted in Section 2 above will immediately cease and terminate. Upon termination, End User will immediately cease using the Gaumard Software.
- 3.4 Survival. Sections 3 through 6 will survive the termination of this EULA.

# 4. Confidential Information; Trademarks.

- 4.1 Confidential Information. End User acknowledges and agrees that the Gaumard Software is Confidential Information and contains trade secrets of Gaumard. End User agrees to: (i) hold the Gaumard Software in the strictest confidence; (ii) not disclose the Gaumard Software to any third party for any purpose; and (iii) use at least the same security measures as End User uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the confidentiality of the Gaumard Software. End User agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause Gaumard irreparable harm and Gaumard may obtain injunctive relief without the requirement to post a bond as well as seek all other remedies available to Gaumard in law and in equity in the event of breach or threatened breach of such provisions.
- 4.2 <u>Trademarks</u>. End User may not use Gaumard's trademarks, logos, service marks, or names in press releases, web sites, marketing, or other forms of public materials without the prior written consent of Gaumard. All use of the Gaumard trademarks and all goodwill associated with them will inure solely to the benefit of Gaumard.

# 5. Disclaimer; Limitation of Liability; Infringement Indemnification.

5.1 <u>Limited Software Warranty and Disclaimer</u>. For a period of twelve (12) months from the Effective Date, Gaumard will: (a) provide all updates to the Software that are made available generally and (2) use reasonable efforts to fix or provide a workaround for any Gaumard Software issue or bug that may prevent operation in substantial conformity with the Gaumard Documentation. Other than the above, the Gaumard Software is provided "as-is," with no express or implied warranties of any kind, including the warranties of merchantability, fitness for a particular purpose, or non-infringement. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE,



SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED SOFTWARE WARRANTY. THIS LIMITED SOFTWARE WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED SOFTWARE WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT PROVIDED TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED SOFTWARE WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE BASIS.

- 5.2 <u>Limitation of Liability</u>. THE TOTAL LIABILITY, IF ANY, OF GAUMARD TO END USER OR ANY THIRD PARTY FOR ALL DAMAGES BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, TORT, OR OTHERWISE, ARISING FROM THE GAUMARD PRODUCTS IS LIMITED TO ANY AMOUNT OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD WHICH WAS PAID BY CUSTOMER FOR THE GAUMARD PRODUCTS AND SERVICES. IN NO EVENT WILL GAUMARD BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.3 Infringement Indemnification. Gaumard will, as further described below, indemnify, defend, and hold End User harmless, at its expense, against any claim or suit brought by a third party against End User alleging that any Gaumard Software furnished under this EULA infringes the United States patent, trademark, copyright or other intellectual property right of a third party. Gaumard will pay all reasonable settlements entered into or damages finally awarded by a court of appropriate jurisdiction. including reasonable attorneys' fees and costs, based on any such claim or suit; provided that End User gives Gaumard prompt written notice of such claim and gives Gaumard information, reasonable assistance, and sole authority to defend or settle the claim. In defense or settlement of the claim, at its sole discretion, Gaumard shall obtain for End User the right to continue using the Gaumard Software, replace or modify the Gaumard Software so that it becomes non- infringing, or, if such remedies are not reasonably available, grant End User a refund for the associated Gaumard Products (depreciated over three years) and accept their return. Gaumard shall not have any liability if the alleged infringement is based upon: (a) the use or sale of the Gaumard Software in combination with other products or devices not furnished by Gaumard; (b) the use of the Gaumard Software in a manner for which they were not designed as described by the Gaumard Documentation; (c) any modification of the Gaumard Software not performed by or authorized by Gaumard; (d) any use of Gaumard Software by End User after End User learns of such allegation of infringement; (e) any failure by End User to



utilize a non-infringing version of the Gaumard Software made available by Gaumard along with notice that such update is non-infringing; or (f) Customer's use of an earlier version or versions of the Gaumard Software for which Gaumard has made an update available and Customer either did not obtain or did not install the updated version(s). The obligations set forth in this Section 5.3 are Gaumard's sole obligations, and End User's sole and exclusive remedy, for any claims that Gaumard Software infringes third party intellectual property rights.

# 6. Miscellaneous.

- 6.1 <u>Binding Effect; Assignment</u>. This EULA will be binding upon, and inure to the benefit of, End User's and Gaumard's respective permitted successors and permitted assigns. Neither Party may assign or transfer this EULA or any of the rights, privileges, duties or obligations under this EULA without the prior written consent of the other Party, except that either Party may assign this Agreement to any entity controlled by, controlling, or under common control with such Party, as well as in connection with the sale, transfer, merger, or acquisition, whether by operation of law or otherwise, of substantially all of the assets of a Party.
- 6.2 Notices. Any written notice required by this EULA will be deemed made (a) when delivered by personal service; (b) upon receipt after being sent by recognized international overnight courier service (such as FedEx); or (c) when received, if sent by certified or registered mail, postage prepaid, return receipt requested. Any such notice given to a Party shall be sent to the addresses on the attached Gaumard Invoice. By giving to the other Party written notice thereof, the Parties and their respective permitted successors and assigns will have the right from time to time to change by written notice their respective addressee or address for notices.
- 6.3 <u>Applicable Law.</u> The validity of this EULA and the rights, obligations and relations of the Parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of California, without regard to its provisions on conflicts of laws. All disputes arising under or related to this EULA shall be resolved exclusively in the State or Federal Courts located in the City of San Francisco, County of San Francisco, State of California. The Parties consent to the jurisdiction and venue of such Courts and waive any claims as to inconvenient forum. The judgments of such Courts may be enforced in any court of competent jurisdiction.
- 6.4 Export Control. End User will not export or re-export the Gaumard Software, including any technical data, except as authorized and permitted by, and in compliance with, the laws and regulations, including but not limited to all export and re-export laws and regulations, of the United States.
- 6.5 <u>Severability</u>. If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 6.6 Entire Agreement. This EULA constitutes the entire Agreement and understanding of the Parties relating to the subject matter of this EULA. This EULA supersedes all prior written and oral agreements and all other communications between End User and Gaumard (or a Gaumard distributor) regarding the subject matter of this EULA. No contradictory terms and conditions of any quotation, invoice, or other document issued by End User relating to the subject matter of this EULA shall be binding, unless agreed by the parties.
- 6.7 <u>Waiver of Breach</u>. No waiver by a Party of any breach of this EULA will constitute a waiver of any other breach of the same or other provisions of this EULA. No waiver by a Party will be effective unless made in a record signed or otherwise authenticated by an authorized representative of such



Party.

- 6.8 Relationship of the Parties. The Parties are independent contractors. Nothing in this EULA or in the activities contemplated by the Parties will be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party will have any responsibility or liability for the actions of the other Party except as expressly provided in this EULA. Neither Party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other Party. This EULA is made and entered into for the sole protection and benefit of Gaumard, its licensors and suppliers, and End User as listed on the Gaumard Invoice for the Gaumard Products and Services. No other person or entity shall be a direct or indirect beneficiary of this EULA nor shall any other party or entity have any direct or indirect cause of action or claim arising from this EULA.
- 6.9 Fraud and Abuse. Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- 6.10 Regulatory Compliance. The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.



# Exhibit B GAUMARD END USER LICENSE AGREEMENT

# <u>GaumardCares Essential, GaumardCares Plus, and GaumardCares Premium Service Plan</u> <u>Agreement</u>

- 1. **Introduction:** This GaumardCares Essential, GaumardCares Plus, and GaumardCares Premium Service Plan ("Agreement") governs the product services provided to the Customer by Gaumard Scientific Company, Inc., a Florida Profit Corporation, with the principal address of 14700 SW 136 Street, Miami, Florida 33196 (hereinafter, "Gaumard") under the Service Plan purchased by the Customer. The terms of this Agreement, the Purchase Order Form, and the Gaumard Sales Terms and Conditions are each part of this Agreement.
- **2. Definitions:** The following terms have the meanings set forth below for the purposes of this Agreement.
  - **a.** "Customer" is the first purchaser and/or the first end user of the Products.
  - **b.** "Products" are the product(s) indicated on the Purchase Order Form for which the Customer has purchased a Service Plan and indicated on the Gaumard Cares Essential, Cares Plus, and Cares PremiumService Plan Summary attached hereto as <a href="Exhibit 1">Exhibit 1</a> (GaumardCares Service Plan Summary).
  - **c.** "Purchase Order Form" is the written confirmation of the Customer's purchase order that has been accepted in writing by an authorized representative of Gaumard.
  - **d.** "Service Plan" is the level of Service Plan—Cares Essential Plan, Cares Plus Plan, Cares Premium Plan—purchased by the Customer for the Products on the Purchase Order Form and as indicated on Exhibit 1 (GaumardCares Service Plan Summary).
  - **e.** "Standard Limited Warranty" is Gaumard's Exclusive One (1) Year Limited Warranty that accompanies the Products as defined in Sections 7 and 8 of the Gaumard Sales Terms and Conditions.
  - f. The "Term" of this Agreement begins on the Term Start Date and extends for the length of the Service Plan—5 years, 3 years, 2 years ("Standard Initial Extended Service Plan") or as part of the extension purchase of the Service plan, after year 1 or 2 following the expiration of the Standard Initial Extended Service Plan—purchased by the Customer for the Products and indicated on the Gaumard Cares Service Plan Summary.
  - **g.** "Term Start Date" is the date on which ownership of the Products transfers from Gaumard to the Customer as indicated on the Gaumard Essential Cares, Cares Plus, and Cares Premium\_Service Plan Summary and as specified under the terms of the Gaumard Sales Terms and Conditions.

# 3. Repairs and Preventative Maintenance:

**a.** Covered Repairs: Gaumard will, at Gaumard's option, repair or replace a Product manufactured and produced by Gaumard that proves to be defective in material or workmanship during the term of this Agreement, including all defects in material and workmanship in the Product, except for:



- i. Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Product;
- ii. Damage resulting from failure to properly maintain the Product in accordance with Gaumard's Product instructions, including failure to properly clean the Product;
- iii. Damage resulting from a repair or attempted repair of the Product by anyone other than Gaumard or a Gaumard representative; and
- iv. Any Products or components of the Products manufactured by third parties, such as computers (desktop, laptop, tablet, or handheld) and monitors (standard or touch-screen). Defects in such third-party Products or components are covered solely by the warranties and/or service plans provided by the respective third-party manufacturers. To the extent possible, such third-party warranties and/or service plans shall be transferred from Gaumard to purchaser upon the Customer's purchase of the Product. Gaumard does not provide any warranty, express or implied, or service plan with respect to any third-party Products or component. Customer shall contact the third-party manufacturer for information regarding the availability of extended warranties and/or service plans for the third-party Products or components.
- b. Covered Preventative Maintenance (PM): For Premium Plan and Plus Plan, Gaumard will perform Product PM at the request of the Customer up to a maximum of one (1) time per year during the Term of this Agreement. Product PM is not a substitute for proper Product maintenance and care by the Customer. Product PM is designed to work in conjunction with the Customer's proper use and maintenance of the Product to ensure that the Product is operating properly and in a fully functional manner. Product PM will vary from Product to Product, but may include such things as installing software updates, calibrating components, etc. The Customer is responsible for the cost of replacing any components during a Product PM that are not otherwise covered by the Standard Limited Warranty or this Agreement, such as consumables or other components that may be listed in the applicable Product user guide.

# c. Location of Covered Repairs and Preventative Maintenance (PM):

- i. Onsite: For Premium Service Plan only, Gaumard will perform PM at the Customer's site. For Premium Service Plans only, Gaumard will perform repairs at the Customer's site.
- **ii. Offsite:** For Cares Plus and Cares Essential Service Plan only and unless otherwise agreed to by Gaumard, all repairs and PM will be performed at an authorized Gaumard facility. Gaumard is responsible for the shipping, handling, and related costs for sending the product to the Gaumard facility and returning the product to the Customer's site.
- d. Loaner Product: A loaner Product or loaner component may be provided to the Customer during the time period in which the Product or component of the Product is being repaired or serviced by Gaumard. Loaner products and components are only available with the Premium Service Plan and the Plus Service Plan. Loaner Products and loaner components are provided based on availability and on a first-come, first-served basis. Following Customer's receipt of the loaner Product from Gaumard, Customer acknowledges and agrees to ship the damaged Product to Gaumard for inspection and repair within ten (10) days. Customer acknowledges and agrees that if the loaner Product is not received at the Gaumard facility within thirty (30) days of the Customer receiving



the loaner Product, Customer may be responsible for additional fees (up to the full cost of the loaner Product). Once the Customer receives the repaired Product, Customer acknowledges and agrees that the loaner Product shall be returned to Gaumard immediately upon the Customer receiving the repaired or serviced Product. Customer acknowledges and agrees that if the loaner Product is not received at the Gaumard's facility within seven (7) business days of the Customer receiving the repaired or serviced Product, Customer may be responsible for additional fees (up to the full cost of the loaner Product).

# 4. Customer's Responsibilities:

- **a. Payments:** Customer shall make timely payments for the Products and the Service Plan in accordance with the payment terms of this Agreement and/or the Purchase Order Form. In the event Customer fails to make a timely payment in accordance with the terms of the applicable agreement, all of Gaumard's obligations under this Agreement shall be suspended until the Customer pays the outstanding balance, including any late fees or other applicable surcharges.
- **b. Training:** To facilitate understanding of the proper operation and maintenance of the Products, Customer shall have an authorized representative attend at least one Product training session for each of the Products purchased.
- **c. Maintenance:** Customer shall use the Products and perform preventative maintenance on the Products in accordance with Gaumard's Product instructions.
- d. Requesting Repair/Preventative Maintenance (PM): In the event Customer believes a repair or PM of a Product is needed, Customer shall contact Gaumard (Telephone: Toll-free in the USA: (800) 882-6655; Worldwide: +1 (305)971-3790; E-mail: support@gaumard.com) and provide (1) Product information, including Product model number, Product serial number, Purchase Order Form number, and/or other Product information requested by Gaumard to assist Gaumard in identifying the Product and (2) Information about the symptoms of the Product. When needed, Gaumard will instruct the Customer to send the Product or component of the Product to an authorized Gaumard facility for servicing. Gaumard is responsible for the shipping, handling, and related costs of sending the Product to the authorized Gaumard facility. Customer shall NOT return the Product or component of the Product to Gaumard without prior authorization.
- e. Customer shall ensure that any Gaumard-branded Product(s) that are shipped to Gaumard by Customer for a covered repair will be shipped properly in the shipping box. Customer will ensure that there are no other tracking labels (aside from the tracking label provided by Gaumard to Customer) on the shipping package. Customer shall also ensure to properly affix the plastic shipping pouch where the label will be provided. Should Customer not have a plastic shipping pouch, Customer shall ensure to use clear shipping tape over the shipping label to ensure that the shipping label is entirely covered. Gaumard shall not be responsible for any Gaumard-branded Product that is lost during transit.
- **f. Backup Data:** Customer shall backup any data, software, or other information stored on or with the Product prior to a Product repair or PM. Customer acknowledges that during the course of a



repair or PM Gaumard may reformat the Product, resulting in the loss of all data, software, or other information stored on or with the Product.

# 5. Term and Termination:

**a.** Unless otherwise terminated earlier in accordance with this Agreement, this Agreement shall automatically terminate at the end of the Term.

<u>EXHIBIT 1</u> (GaumardCares Service Plan Summary)

<u>COVERAGE</u> – Brief		D CARES SERVICE PLA	
Description	Cares Premium Plan	Cares Plus Plan	Cares Essential Pla
Offsite Repairs – Covered			
Product repairs will be made at	X	X	X
an authorized Gaumard repair facility during the Term of the Service Plan			
<u>Loaner Product</u> – A loaner			
Product may be provided to the	X	X	
Customer for use during a covered repair of the Customer's product			
Offsite Preventative			
<u>Maintenance</u> – Covered		X	
Preventative Maintenance will be			
performed at an authorized			
Gaumard repair facility by			
authorized Gaumard personnel			
during the			
Term of the Service Plan			
Onsite Preventative	***		
<u>Maintenance</u> – Covered Product	X		
preventative maintenance will be performed at the Customer's site			
Onsite Repairs – Covered			
Product repairs will be	X		
performed at the Customer's site			
<u>Customer Experience POC</u> – A			
Customer Experience Point of	X		
Contact (POC) is included for			
anytime that the simulator needs			
to be shipped to the Gaumard			
facility for servicing			



<u>Technical Support</u> - Live technician support – Monday through Friday; 8:00 am to 5:30	X	X	X
pm EST, excluding holidays			
Parts and Labor - Parts and labor are included for covered repairs	X	X	X
Shipping Costs - Shipping costs			
are included to the Gaumard	X	X	X
facility for a covered repair and	11	Α	Λ
return shipping costs back to			
customer.			
Product Knowledge Training –	X	X	v
Access to continued product	14	Λ	X
knowledge/training is available to the Customer via Gaumard's			
webinars or at the Gaumard			
facility for the lifetime of plan			
coverage.			
Service Warranty – Service has	X	37	77
a warranty during the covered	A	X	X
service plan period or for a			
period of ninety (90) days post			
expiration of such coverage.			
Onsite Training – Onsite	v		
training provided up to two (2)	X		
times while product is under			
Gaumard Cares Service plan			
coverage – prior arrangement			
made via Customer Experience			
POC team not required			
Standard 24/7 email responses	***		
- Standard email responses	X	X	X
within 24 hours of receiving a			
customer's email is included,			
provided that it is within			
Gaumard's business hours and			
not on a holiday			

**GaumardCares Essential Plan** is available for the following Simulators: S300.100.250; S300.100.215; S300.105.250; S300.105.215; S1020; S901; S550.100.250; S222.100.250; S300.110.250; S300.110.215; S1000; S1030; S1001; S3040.10; S2209; S2210; S3010; S3004; S3005; S554.100; S3040.50; S3000; S2000; S2101; S2400; S574.100; S2220; S3040.100; S3201; S2225; and S2200

**GaumardCares Plus Plan** is available for the following Simulators: S2210; S3010; S3004; S3005; S554.100; S3040.50; S3000; S2000; S2101; S2400; S574.100; S2220; S3040.100; S3201; and S2225



**GaumardCares Premium Plan** is available for the following Simulators: S3000; S2000; S2400; S574.100; S2220; S3040.100; S3201; S2225; S2200; and S5301

Previously purchased Gaumard Cares Service Plan(s) (i.e. Bronze, Silver, Gold, Platinum, and Platinum Plus Plans) will be honored for the duration of the original term. Gaumard Cares Service Plan(s) offered prior to January 10, 2025 will no longer be available. Service Plan is non-transferrable. The opt-in period is six (6) months post customer's simulator purchase.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3677 Agenda Date: 9/9/2025 Agenda #: C.99.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Cards and Incentives for Clients of the Cannabis Youth Prevention Coalition

oxtimes Recommendation of the County Administrator oxtimes Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 1,000 Amazon gift cards each with a \$5 value totaling \$5,000, 480 Uber/Lyft transportation gift cards each with a \$10 value totaling \$4,800, additional incentives and educational gear totaling up to \$1,200, plus applicable shipping of up to \$100 for a total amount not to exceed \$11,100 to distribute to community members who actively engage in Cannabis Prevention Coalition activities, work groups, and related education efforts during the period from September 1, 2025 through August 31, 2026.

#### **FISCAL IMPACT:**

This \$11,100 expenditure will be funded by funded by Board of State and Community Corrections Proposition 64 Public Health and Safety Grant proceeds for the Tobacco Prevention Program. There is no impact to the County General Fund.

# **BACKGROUND:**

Contra Costa Health's Tobacco Prevention Program in partnership with Alcohol and Other Drugs Services Program have consistently thrived through active community participation. The partnership's strength lies in its collaborative nature, where focused community efforts drive forward key policy campaigns aimed at reducing cannabis-related harm. Community members provide valuable insights and support that help shape local cannabis policies, ensuring they reflect the needs and concerns of those most affected. The success of the program is deeply rooted in this partnership between health services 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 participation in surveys, meetings, and other coalition activities. These efforts help gather opinions on cannabis-related policies, which play a key role in informing educational campaigns and shaping policy efforts. Gift cards, t-shirts, sweatshirts, and other educational gear will be distributed, as recommended by the Health Services Director, to community members who actively engage in Cannabis Prevention Coalition activities, work groups, and related education efforts.

# **CONSEQUENCE OF NEGATIVE ACTION:**

File #: 25-3677 **Agenda Date: 9/9/2025** Agenda #: C.99.

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

# Staff Report

File #: 25-3678 **Agenda Date: 9/9/2025** Agenda #:

C 100

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Award #29-338-31 from the Department of Health Care Services, Children Medical

Services

⊠ 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 #29-338-31 with the California Department of Health Care Services, Children Medical Services Branch, to pay the County in an amount not to exceed \$1,289,483, for the Child Health and Disability Prevention (CHDP), the Health Care Program for Children in Foster Care (HCPCFC) and Psychotropic Medication Management and Monitoring Oversight (PMM&O) activities, for the period from July 1, 2025 through June 30, 2025.

# **FISCAL IMPACT:**

Approval of this Grant Award will result in \$1,289,483 of funding from the California Department of Health Care Services for the CHDP, HCPCFC and PMM&O projects. No County match is required.

# **BACKGROUND:**

The CHDP Program carries out State mandates regarding early and periodic screening, diagnosis and treatment and case coordination of health and dental services for children on Medi-Cal or within the 200% poverty level. These services are federally required and consistent with approved standards of medical practice. The CHDP program is responsible for provider certifications, network and resource development, training, outreach, care coordination, follow up and communications with medical and dental providers.

This program works closely with community providers, other health related agencies, Managed Care, County Departments including Employment and Human Services, Probation, and Community Services as well as other Health Services Divisions to provide a wide variety of health related consultation services. The County has been part of this program since 1980.

The goal of the Program is to provide access to Contra Costa County low-income children for periodic wellness care, provide further diagnosis and treatment for medical and dental problems found, assist with enrollment into a comprehensive plan, provide case coordination, follow up, and liaison to various resources, and provide case management and payment for care for children ages 0-21. The HCPCFC program carries out federal and state mandates for children in foster care and the juvenile justice system. PMM&O provides administrative public health nursing oversight of psychotropic medications for children in foster care and the juvenile justice system.

File #: 25-3678 **Agenda Date:** 9/9/2025 Agenda #: C.100.

On August 6, 2024, the Board of Supervisors accepted Grant Award #29-338-30 with the Department of Health Care Services, Children Medical Services, in an amount not to exceed \$1,279,105, for the period from July 1, 2024 through June 30, 2025.

Approval of Grant Award #29-338-31 will allow for the continuation of this long standing state and federal funding that supports these ongoing Public Health Programs: CHDP, HCPCFC and PMM&O through June 30, 2026. This Award is late due to County getting notified of the Award by DHCS on July 1, 2025.

# **CONSEQUENCE OF NEGATIVE ACTION:**

If this Award is not approved, the County will not receive funding to support the CHDP, HCPCFC and the PMM&O programs to comply with State and Federal requirements.

# CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children and Youth Healthy and Preparing for Productive Adulthood;" and "Communities that are Safe and Provide a High Quality of Life for Children and Families".



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3679 Agenda Date: 9/9/2025 Agenda #:

C.101.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Application and award with the California Board of State and Community Corrections

(BSCC)

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

# **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to submit on behalf of the County Grant Application #78-092 to the California Board of State and Community Corrections (BSCC), for the California Violence Intervention and Prevention (CalVIP) Cohort 5 Grant Program, and if awarded, ACCEPT grant funding in an amount not to exceed \$5,000,000 for the period January 1, 2026 through June 30, 2029.

# **FISCAL IMPACT:**

Approval of this Board action will result in the eligibility to apply for, and if selected, accept up to \$5,000,000 in BSCC funding payable to the County over a three-and-a-half-year period. No County match is required.

#### **BACKGROUND:**

The BSCC CalVIP Grant aims to increase public health and safety by supporting efforts to reduce community-based gun violence in communities disproportionately impacted by it. The grant objectives are to disrupt cycles of violence and retaliatory actions so lower rates of shootings, homicides, aggravated assaults through street outreach initiatives, focused deterrence strategies and hospital-based violence intervention programs.

BSCC has made \$103 million available for a grant period that covers January 1, 2026, through June 30, 2029. The grant is funded by revenues an excise tax in the amount of 11% of gross receipts from the retail sale of firearms, firearm precursor parts and ammunition in California under the Gun Violence Prevention and School Safety Act. Contra Costa County has been identified as one of twenty-one counties eligible to apply as the County has cities within it that have been disproportionately impacted by community-based gun violence.

Approval to submit Application #78-092 may result in an Award amount up to \$5,000,000 payable to the County through June 30, 2029.

# **CONSEQUENCE OF NEGATIVE ACTION:**

Community Wellness & Prevention Program (CWPP) will not be able to apply or receive the funding from BSCC to provide a Countywide comprehensive, trauma-informed community-based gun violence prevention initiative with strategies focused on street outreach conflict resolution, community healing, youth leadership and development efforts.

File #: 25-3679 Agenda #: **Agenda Date: 9/9/2025** C.101.

#### **CHILDREN'S IMPACT STATEMENT:**

Children will benefit from additional efforts to support the County's children's outcome: Communities that are Safe and Provide High Quality of Life for Children and Families.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

**Agenda Date:** 9/9/2025 **Agenda #**:

C.102.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract Amendment #26-563-16 with Total Renal 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 Amendment #26-563-16 with Total Renal Care, Inc., a corporation, effective November 1, 2025, to amend Contract #26-563-14, to include dialysis therapy services for inmates at West County Detention Facility and extend the termination date from February 19, 2026 to February 29, 2028, with no change in the payment limit of \$1,074,500.

#### **FISCAL IMPACT:**

Approval of this Contract Amendment will not impact the payment limit of \$1,074,500 which is funded 100% by the County General Fund. (Rate increase)

#### **BACKGROUND:**

The Code of Federal Regulations Title 16 requires timely access to essential health care for incarcerated inmates. Blood services have been very complicated to obtain for inmates at the County's Detention Facilities, compromising the health of seriously ill inmates. This Contract will allow inmates at both Martinez Detention Facility and West County Detention Facility to receive blood services at a cost approximately 60% less than transporting inmates to outside vendors. Contractor provides an essential service at County's detention facilities allowing health services to attend to the medical needs of chronically ill inmates on-site. This Contractor has been providing services to the County since 2006.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. 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 Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Per Administrative Bulletin 600.3 CCRMC, Physician services are exempt from solicitation requirements.

On February 28, 2023, the Board of Supervisors approved Contract #26-563-14 with Total Renal Care, Inc., in an amount not to exceed \$1,074,500, to provide blood services, including dialysis, for inmates at the Martinez Detention Facility for the period from February 20, 2023 through February 19, 2026.

Approval of Contract Amendment #26-563-16 will allow the Contractor to provide additional dialysis therapy

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3680

C.102.

services at both Martinez Detention Facility and West County Detention Facility through February 29, 2028.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract Amendment is not approved, County inmates at West County Detention Facility will not receive blood treatment services from this Contractor putting their health at serious risk.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3681 **Agenda Date: 9/9/2025** Agenda #: C 103 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Contract #23-430-6 with John Muir Health Foundation ⊠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 #23-430-6 with John Muir Health Foundation, a non-profit corporation, to pay County an annual fee of \$7,500 and to act as a designated center to assist County at Contractor's Walnut Creek Medical Center patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2025 through August 31, 2028.

#### FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

#### **BACKGROUND:**

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa County's EMS Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion. Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

This Contractor has been a part of the County's EMS network acting as a designated STEMI receiving center, providing these services and fostering a deep understanding of the County's mission, values, and long-term objectives since September 2008. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On September 13, 2022, the Board of Supervisors approved Contract #23-430-5 with John Muir Health, on Behalf of John Muir Health at Walnut Creek Medical Center, pay County an annual fee \$7,500 and to as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, for the period September 1, 2022 through August 31, 2025.

Approval of Contract #23-430-6 will allow the Contractor to continue providing services through August 31,

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2028. This Contract includes mutual indemnification to hold each party harmless from any claims arising out of the performance of this Contract.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-368 C.104.	32 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Contract 27-966-6 with Bellevue Eye Medical, Inc.	
⊠Recommenda	tion 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 #27-966-6 with Bellevue Eye Medical, Inc., a professional corporation, in an amount not to exceed \$1,200,000, to provide ophthalmology 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 medical specialty services including ophthalmology 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 February 2015.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

On May 10, 2022, the Board of Supervisors approved Contract #27-966-5 with Bellevue Eye Medical, Inc., in an amount not to exceed \$525,000, for the provision of ophthalmology services for CCHP members and County recipients, for the period June 1, 2022 through May 31, 2025.

Approval of Contract #27-966-6 will allow the Contractor to continue providing ophthalmology services for CCHP members and County recipients through May 31, 2028. Contract delay was due to extended negotiations between Division and Contractor.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3682

C.104.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain ophthalmology 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

#### Staff Report

C.105.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Purchase Order with Progress Software 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, (1) a purchase order with Progress Software Corporation in an amount not to exceed \$18,980, and (2) an End User License Agreement (EULA) for a web application to monitor services for the network and server team for the period from August 9, 2025 through August 8, 2026.

#### **FISCAL IMPACT:**

Approval of this purchase will result in expenditures of up to \$18,980 and will be funded by Hospital Enterprise Fund I revenues.

#### **BACKGROUND:**

The web application is designed for the network and server teams to monitor services effectively. It continuously checks the heartbeat of network connectivity for switches, servers, applications, and other critical components. This tool is essential for the network team to ensure reliable connectivity and operational status as it alerts the network/server/data warehouse team of an application being down. Contra Costa Health (CCH) has been utilizing this web application as on-premises software since 2020.

On September 10, 2024 the Board of Supervisors approved item C.125 to execute purchase order #31164 with Progress Software Corporation in the amount of \$9,496, and EULA for a web application to monitor services for the network and server team for the period August 8, 2024 through August 8, 2025.

The CCH IT Procurement team received a renewal request on March 11, 2025. Delays were encountered due to extended negotiations. IT Procurement is actively collaborating with the vendor and stakeholders to submit renewal requests at least 180 days in advance of expiration to prevent future delays.

The Progress Software Corporation EULA includes County indemnity and limitation of liability provisions and is governed by the laws of the State of Delaware, not California.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve this purchase will impede CCH's Network/server/data warehouse teams to receive proactive notification of servers/applications being down and will make troubleshooting and resolution of problems a lot more difficult and slower.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3684 **Agenda Date: 9/9/2025** Agenda #: C 106 To: Board of Supervisors From: Dr. Grant Colfax, Health Services Director **Report Title:** Contract #23-429-6 with John Muir Health Foundation ⊠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 #23-429-6 with John Muir Health Foundation, a non-profit corporation, to pay County an annual fee of \$7,500 and to act as a designated center to assist County patients at Contractor's Concord Medical Center who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2025 through August 31, 2028.

#### FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

#### **BACKGROUND:**

In collaboration with hospitals, first responders and transport agencies, Contra Costa County's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion. Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

This Contractor has been a part of the County's EMS network acting as a designated STEMI receiving center, providing these services and fostering a deep understanding of the County's mission, values, and long-term objectives since September 2008. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On September 13, 2022, the Board of Supervisors approved Contract #23-429-5 with John Muir Health, on behalf of John Muir Health Concord Campus, to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, for the period September 1, 2022 through August 31, 2025.

Approval of Contract #23-429-6 will allow the Contractor to continue providing services through August 31,

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3684 C.106.

2028. This Contract includes mutual indemnification to hold each party harmless from any claims arising out of the performance of this Contract.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3685 **Agenda Date: 9/9/2025** Agenda #: C 107

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #77-356-2 with Building Connection's Behavioral Health. Inc

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-356-2 with Building Connections Behavioral Health. Inc, a corporation, in an amount not to exceed \$4,000,000, to provide Behavioral Health Treatment (BHT) including Applied Behavioral Analysis (ABA) services to Contra Costa Health Plan (CCHP) members and County recipients for the period July 1, 2025 through June 30, 2027.

#### FISCAL IMPACT:

Approval of this Contract will result in contractual service expenditures of up to \$4,000,000 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 BHT including ABA health care services including, but not limited to; treatment plans to improve the functioning of CCHP members and County recipients with pervasive development disorder or autism under the terms of their Individual and Group Health Plan membership contracts with the county. This Contractor has been a member in the CCHP Provider Network providing BHT and ABA services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objective since July 1, 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure there is no conflict with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 18, 2023, the Board of Supervisors approved Contract #77-356-1 with Building Connections Behavioral Health. Inc, in an amount not to exceed \$1,000,000 for the provision of BHT including ABA services for CCHP members for the period July 1, 2023 through June 30, 2025.

Approval of Contract #77-356-2 will allow Contractor to continue providing BHT including ABA services to CCHP members through June 30, 2027. This Contract is delayed due to Division waiting for Contractor to File #: 25-3685 **Agenda Date: 9/9/2025** Agenda #:

C.107.

provide updated documents.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain specialized BHT including ABA services for CCHP members will not be provided by the Contractor which may delay services.



1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3686 Agenda Date: 9/9/2025 Agenda #:

C.108.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** 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, a purchase order with Computacenter United States Inc. in an amount not to exceed \$298,011 for the purchase of Dell Virtual Desktop Infrastructure servers and the accompanying five-year hardware and software support services for the period from September 10, 2025 through September 9, 2030.

#### **FISCAL IMPACT:**

Approval of this action will result in a one-time expenditure of up to \$298,011 and will be funded by Hospital Enterprise Fund I revenues.

#### **BACKGROUND:**

Contra Costa Health (CCH) is replacing Dell Virtual Desktop Infrastructure (VDI) servers that are nearing the end-of-life cycle, rendering them ineligible for maintenance or operation. CCH continues to migrate desktops and individual productivity tools into virtual desktop and cloud-based platforms. This significantly improves disaster resilience and eliminates the need to purchase approximately 650 additional physical desktops by migrating the workload onto the VDI servers, resulting in cost savings equivalent to approximately \$5.3 million dollars.

On February 14th, 2017, the Board approved agenda C.51 to execute a purchase order with Dell Marketing L.P. and approved Dell's Customer Purchase Agreement No. 23-614, which also governs this purchase.

On October 24th, 2023, the Board approved agenda item C.52, to execute blanket purchase order #29156 with Citrix and Computacenter, under Computacenter's Master Services Agreement No. 112294, which also governs this purchase.

From October 13, 2023 through October 27, 2023 a Request for Proposal No. 2310-699 was conducted to solicit bids for High Density VDI Cluster Servers. Computacenter United States Inc. and Direct Systems Support both submitted proposals and evaluation units. After a thorough evaluation Computacenter United States Inc. was selected as the preferred vendor.

On February 27, 2024, the Board approved agenda file item C.94, to execute purchase order #29826 with Computacenter United States Inc. for Dell PowerEdge Servers and hardware and software support in the

Agenda #: File #: 25-3686 **Agenda Date: 9/9/2025** C.108.

amount not to exceed \$398,708 for the period from April 1, 2024, through May 1, 2029.

#### CONSEQUENCE OF NEGATIVE ACTION:

The current virtual platforms are used within Epic Target Platform specifications, requiring constant updates of the VDI servers to maintain valid support on non-obsolete hardware. Failure to cycle the VDI servers puts CCH at risk of losing its installation compliance discount with Epic and reduces reliability of electronic medical record system and staff productivity.



#### CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

between

Dell Marketing L.P. One Dell Way Round Rock, TX 78682

and

Contra Costa County, for it's Health Services Department 595 Center Ave., Suite 200 Martinez, CA 94553 ("Customer")

THIS CUSTOMER PURCHASE AGREEMENT ("CPA"), made between Customer and Dell as of February 14, 2017 (the "Effective Date"), together with any Schedules, governs Customer's purchase of Products and Services from Dell for internal use and Dell's and Dell Affiliate's obligations with respect thereto. Customer and Customer's Affiliates may order from Dell and Dell's Affiliates under this CPA, in which case such Affiliates shall be "Customer" and "Dell" for the purposes of such orders. Dell and Customer are each referred to individually as a "party," and collectively as the "parties."

#### 1. DEFINITIONS

- A. "Dell" means Dell Marketing L.P. or the Dell Affiliate identified on the Order.
- B. "Dell Affiliate" means a direct or indirect subsidiary of Dell Inc. located in the United States.
- C. "Hardware" means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- D. "Hardware Services" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- E. "Order" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this CPA that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at www.dell.com or other Dell electronic ordering process agreed to by Dell and Customer, or (c) a Customer purchase order accepted by Dell.
- F. "Products" means Hardware, Software or both.
- G. "Professional Services" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- H. "Schedule(s)" means the Product Schedule or Services Schedule to this CPA, and any other schedules later executed by the parties and indicate that they are governed by the terms of this CPA, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the CPA.
- I. "Services" means either Hardware Services, Professional Services, or both.
- J. "SOW" means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at www.Dell.com/servicecontracts/US.
- K. "Third-Party Products" means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.

#### 2. TERM; AUTO-RENEWAL

This CPA continues for a period of 1 year from the Effective Date, unless terminated in accordance with Section 10. Otherwise, this CPA will renew automatically on the anniversary of the Effective Date for consecutive 1 year terms (each period, a "Term"), unless either Party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement (as defined in Section 5), unless terminated earlier in accordance with its terms or this CPA. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

#### 3. ORDERING AND PAYMENT

- A. Quotes and Orders. Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this CPA (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.
- B. Payment. Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell may charge interest at the rate of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Interest will be recalculated every 30 days based on Customer's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.
- C. Taxes. Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

#### 4. SERVICES

The following shall apply to all purchases of Services under this CPA:

- A. SOW. Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.
- B. Third Party Products. If Customer provides or makes available Third Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third Party Products available to Dell, and (c) agrees that

- Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third Party Products to become void.
- C. Services Software. As used in this CPA, the term "Services Software" means Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.
- D. Customer Obligations. Except as may be otherwise expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.
- E. Data. In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect system-specific data (collectively, the "Data"). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.
- F. Updates. It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

#### 5. SOFTWARE

Customer may purchase Software licenses under this CPA for Software licensed to Customer by Dell or a Dell Affiliate ("Dell Licensed Software") and for Software licensed to Customer by a third party ("Third Party Software").

- A. "Software" means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.
- B. "Software Agreement" means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, the End User License Agreement-A Version, found at dell.com/aeula; or (iii) for Software listed at software.dell.com (the "DSG Software"), the applicable local Software Transaction Agreement located at software.dell.com/legal/sta).
- C. "Software Terms" means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "Licensor") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the

- event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.
- D. Governing Terms. Dell Licensed Software shall be governed by this CPA, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this CPA regarding payment, taxes, warranty, and liability.

#### 6. LIMITED WARRANTY

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

#### 7. CONFIDENTIALITY

"Confidential Information" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("Representatives"), or governmental taxing authorities, on a "need-to-know" basis in connection with this CPA. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, including without limitation the California Public Records Act (Cal. Government Code section 6250 et seq.) it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

#### 8. INDEMNIFICATION

A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Claims"). In addition, if Dell

receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Servicerelated deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing without a reduction in functionality; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer's prompt written notice of the Claim (ii) Dell's right to solely control the defense and resolution of the Claim, and (iii) Customer's cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this CPA or elsewhere will obligate Dell to provide any greater indemnity.

- B. Customer shall defend and indemnify Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data (as defined in Section 12(c)) to Dell.
- C. Each party shall defend and indemnify the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's negligence or willful misconduct in connection with this CPA.

#### 9. COMPLIANCE WITH LAWS

- A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, reexport, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.
- B. Dell will observe and adhere to its privacy policies regarding personal information and customers' privacy as those policies are set forth at dell.com/privacy.

#### 10. TERMINATION

A. Either party may terminate this CPA for convenience by providing at least thirty (30) days prior written notice to the other or by providing timely written notice of non-renewal under Section 2. Either party may terminate this CPA, a SOW, or a Software Agreement (a) for a material breach of the CPA, SOW, or Software Agreement by the other party which, if capable of being cured, is not cured within thirty days of the breaching party's receipt of written notice of the breach, or (b) if a party declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of its assets.

- B. Notwithstanding the foregoing, Dell may terminate this CPA, a SOW, or a Software Agreement with 10 days' written notice if (a) Customer does not make payment as required by this CPA or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute) and (b) Customer fails to make the payment within 10 days after receiving written notice of the past due amount. Additionally, Dell may terminate an SOW immediately if Customer is acquired by or merged with a competitor of Dell.
- C. If this CPA is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this CPA. If this CPA or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this CPA or the terminated SOW or Software Agreement shall automatically terminate, except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

#### 11. LIMITATION OF LIABILITY

- A. EXCEPT FOR A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CPA OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING:

  (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.
- B. EXCEPT FOR CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO (i) THE AMOUNTS PAID DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (ii) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (iii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.
- C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

#### 12. ADDITIONAL TERMS

A. Independent Contractor Relationship; Assignment; Subcontracting. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an express or implied obligation on behalf of the other party except as specified in this CPA. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Dell has the right to assign, transfer, subcontract, or delegate in whole or in part this Agreement, or any of its rights, duties, obligations or liabilities provided that if it delegates or subcontracts its duties in providing Services, Dell shall remain responsible for the performance of such Services under this Agreement. Customer may not assign or transfer this Agreement without Dell's permission, which shall not be unreasonably withheld.

- B. Excused Performance. Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, which could not have been contemplated on the Effective Date, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of Dell, its affiliates or their subcontractors to perform their obligations under this CPA will be excused to the extent such non-performance is directly and solely caused by the acts or omissions of Customer, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance.
- C. Excluded Data. Customer acknowledges that Products and Services provided under this Agreement are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) except for certain DSG Software, other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.
- D. U.S. Government Restricted Rights. The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.
- E. Governing Law. This CPA and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of California, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- F. Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Contra Costa County, California. The parties agree to submit to the personal jurisdiction of such courts and waive any right to have any Dispute resolved in any other venue. If any party breaches this provision by filing in any other court, the breaching party will owe the non-breaching party all their attorneys' fees and costs incurred in response to that breach.
- G. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- H. Limitation Period. NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE FILING PARTY LEARNED OF FACTS GIVING RISE TO THE CAUSE OF ACTION.
- Dispute Resolution. Customer and Dell will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, if a mediator can be agreed upon. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law and in equity.
- J. Attorneys' Fees. In any Dispute, each party will bear its own attorneys' fees and costs.
- K. Notices. Notice to Dell under this Agreement or any related Order must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, and will be effective upon receipt.

#### Dell Marketing L.P., Attn: Contracts Manager One Dell Way, Round Rock, Texas 78682 Dell\_Legal\_Notices@dell.com

L. Entire Agreement; Order of Precedence; Severability. This CPA, including its Schedules, attachments and Orders, each of which is incorporated in this Agreement for all purposes, constitutes the entire agreement between the Parties concerning the subject matter of this CPA. There are no representations, understandings or agreements, written or oral, relative to this Agreement that are not fully expressed in this Agreement. In entering into this Agreement, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. In the event of a conflict or ambiguity between the terms of this CPA, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this CPA. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this CPA will be made only through a written amendment signed by both parties. If any provision of this CPA, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this CPA or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this CPA.

Dell Marketing L.P.	Contra Costa County
Signature:	Signature:
Amy In	DIRUNT
Printed Name:	Printed Name:
Contracts Manager	CLO
Position:	Position:
4/11/17	4-3-17

FORM APPROVED Sharon L. Anderson, County Counsel

By Deputy

#### **Product Schedule**

to

#### **Customer Purchase Agreement**

- 1. **General.** This Product Schedule ("Schedule"), in addition to the Customer Purchase Agreement dated February 14, 2017 ("CPA"), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the CPA.
- 2. **Prices.** The prices charged for Products purchased under this Agreement shall be the fixed price for Standard Configurations as specified in Exhibit A to this Schedule or as otherwise quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.
- 3. Shipping Charges; Title; Risk of Loss. Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within five (5) days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.
- 4. Hardware Returns, Exchanges and Repairs. Customer agrees to Dell's return policy at dell.com/returnspolicy. Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.
- 5. Cancellation of Order. Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.
- 6. Exclusions. Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.
- 7. Suspension of Hardware Services. Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.
- 8. Limited Warranty. The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at dell.com/warrantyterms. Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.

9. Entire Agreement. This Schedule, including related Orders and attachments and the CPA and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of this Schedule. There are no representations, understandings or agreements, written or oral, relative to this Schedule that are not fully expressed herein. In entering into this Schedule, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Schedule; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Schedule.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Product Schedule and the CPA.

Dell Marketing L.P.	Contra Costa County
(dmy An	
Signature:	Signature:
Amy In	DIROUT
Printed Name:	Printed Name:
Contracts Manager	CIO
Position:	Position:
4/11/17	4-3-17
Date:	Date:

FORM APPROVED Sharon L. Anderson, County Counsel

y Deputy \_\_\_\_\_

# EXHITBIT A - PRODUCT AND SERVICE SCHEDULE FOR COMPELLENT

# Dell Compellent Configuration for Contra Costa Health Services

Dell Marketing, L.P.		
P.O. Box 149257	ROM Configuration #: DLA127395B	DLA127395B
Austr, TX 78714		
	Prepared By:	Chuck Greene
	SFDC Deal Id:	13221044
	Type:	Upgrade
	For System:	7758 / 7757 - Martinez, CA
2		
Posts Costs Limits Commen		

2530 Amold Drive Suite 300 Martinez, CA 94553 Phone: 925-957-5400

*2							
	Yus applicable taxes	·P					
	rity On-Site (4 hour)	24x7 Support Center w/ Pnority On-Site (4 hour)	24x7 Sup				
\$161,641.07	\$161,641.07		Grand Total with Sales Tax			L	
\$10,737,07	\$10,737.07		Sales Tax				Total (Raw TB): 100 8
\$150,904.00	\$150,904.00						SAS (Raw TB): 72
\$1,332.00	\$1,332.00		Freight				SSD (Raw TB): 28 8
	(\$108,266.00)		Discount				Weight (Lbs): 438
\$149,572.00	\$257,838.00						Rack Units: 12
\$6,594.00	\$6,594.00		Professional Services Total				Heat (BTUs): 9.216.00
\$13,050.00	\$13,050.00		Support Total				Power (Watts): 2,700.00
\$129,928.00	\$238,194.00		Hardware Total			Discount Comments	Totals
\$282.55	\$518.00	\$141.28	\$259.00	2		PA-CBL-SAS-4M-DSP	
\$408.01	\$748.00	\$102.00	\$187.00	4		PA-CBL-SAS-2M-DSP	6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS
		The same	一年 日本		The state of the s		Cold Spares
	\$6,594.00		\$1,099.00	a		PS-SC2XX2U-PD	ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure
	The Salver	THE REAL PROPERTY.					Professional Services
\$327.28	\$600.00	\$54.55	\$100.00	6		PA-RK-RR2-D	Ready Ratis II Static Rails for 4-post Racks
\$65.46	\$120.00	\$10.91	\$20.00	o		PA-PC-2M-D	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, QN2 PA-PC-2M-D
\$500.74	\$918.00	\$83.46	\$153.00	ø		PA-CBL-SAS- 6M-D	6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2
\$9,540.29	\$17,490.00	\$3,180 10	\$5,830.00	3		EN-SC220-2425	
\$7,134 77	\$13,080.00	\$2,378.26	\$4,360.00	3		EN-SC200-1235	
\$65.46	\$120.00	\$5.45	\$10.00	12		EN-BLNK-SAS6-25-D	Gb. Drive Bay Blank, 2.5"
\$21,600.67	\$39,600 00	\$600.02	\$1,100.00	36		DS-SAS6-35-2000X7K2-D	
\$90,00277	\$165,000.00	\$1,500.05	\$2,750.00	60		DS-SAS-25-480SSDRI-M-D	480GB, SAS 12Gb SSD, RI, 2.5
TO THE PERSON	Section Assessment	TOTAL STREET					Hardware & Drives
Subtotal	Subtotal	Discount Price	List Price	Quantity	Dell SKU	Model Number	Description
-							

\*\*\*Support Term: Co-terminus 03/31/2018 (14 months)
\*\*\*The pricing is displayed in the US Dollar currency.

\*Plus applicable taxes

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Hardware instruments

Hardware Warranty (http://www.dell.com/support/home/us/en/04?s=bsd)

Keep Your Hard Drive Service Description

(http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell\_keep\_your\_hard\_drive\_us.pdfl)

### Support instruments

Premium Support Service Description

[http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-prosupport-us.pdf]

- ProSupport Service Description (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-prosupport-us.pdf)
- or (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~prosupport-plus-sd-en.pdf)
- Dell Optimize (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-copilot-support-final.pdf)

or (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-compellent-coplint-optimize.pdf)

# Statement of Conditions

**Professional Services instruments** 

Enterprise Configuration and Deployment Installation and Development Service Description (http://www.dell.com/learn/us/en/uscorp1/enterprise-deployment-and-configuration) ProDeploy for Enterprise Service Description (http://www.dell.com/en-us/work/learn/assets/shared-content"services"en/documents"prodeploy-feature-compare-slide.pdf)

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, from such errors. special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CONTRA COSTA COUNTY HEALTH for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found atwww.dell.com/terms, and which incorporate Dell's U.S. Return may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.deli.com/servicecontracts. Dell JEMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customited hardware or software products All information supplied to CONTRA COSTA COUNTY HEALTH for the purpose of this proposal is to be considered confidential information belonging to Deli Policy, at www.dell.com/retumpolicy#total . Please read those terms carefully and in their entirety, and note in particular that Dell Equaltogic and Equaltogic-branded products, Deli may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation

#### About Del

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy. organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your

#### Services Schedule

to

#### **Customer Purchase Agreement**

- 1. **General.** This Services Schedule ("Schedule"), in addition to the Customer Purchase Agreement dated February 14, 2017 ("CPA"), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the CPA.
- 2. Orders. An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at www.Dell.com/servicecontracts/US as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.

#### 3. Charges.

- A. Billing. Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day ("Time and Materials") or (b) a fixed price for the tasks to be performed and deliverables to be provided ("Fixed Price"). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.
- B. Travel Expenses; Taxes. Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.
- C. Cost of Living Adjustment. This Section 3(c) shall apply to SOWs with a term longer than one year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

For purposes of this Schedule, "ECI" means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.

- 4. Warranty. Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within thirty (30) days of the performance of the Services.
- 5. Suspension of Professional Services. Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services are purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.

- 6. Intellectual Property. During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Carnada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services ("Pre-existing Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.
- Proprietary Technical Information. The limitations of liability stated in Section 11 of the CPA shall not
  apply to unpermitted disclosures of proprietary technical information disclosed by one party to the other
  during the course of Professional Services delivered by DSG.
- 8. Entire Agreement. This Schedule, including related Orders and attachments and the CPA and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of this Schedule. There are no representations, understandings or agreements, written or oral, relative to this Schedule that are not fully expressed herein. In entering into this Schedule, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Schedule; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Schedule.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Services Schedule and the CPA.

Dell Marketing L.P.	Contra Costa County
Signature:	Signature:
Amy In	DIRUM
Printed Name:	Printed Name:
Contracts Manager	90
Position: 4/11/17	Position: (4 - 3 - 17
Date:	Date:

# EXHITBIT A - PRODUCT AND SERVICE SCHEDULE FOR COMPELLENT

# Dell Compellent Configuration for Contra Costa Health Services

Dell Marketing, L.P. P.O. Box 149257 Austin, TX 78714 Prepared By:
SFDC Deal id:
Type:
For System: ROM Configuration #: DLA127396B Chuck Greene 13221052 Upgrade 7758 / 7759 - Pataburg, CA

III IO.	
contra Costa Health Services	
530 Arnold Drive	
suite 300	
Aartinez, CA 94553	
hone 925-957-5400	

			the pricing is displayed in the 18 Dellar currency	desert he relative			
	2018 (14 months)	n: Co-terminus 03/31/2018 (14 months)	***Support Term:				
	*Plus applicable taxes	*Plut					
	y On-Site (4 hour)	24x7 Support Center w/ Priorty On-Site (4 hour)	24x7 Sup				
\$77,586.83	\$77,586.83	\$7	Grand Total with Sales Tax				
\$5,138 83	\$5,138 83	*	Sales Tax				Total (Raw TB): 80 64
\$72,448 00	\$72,448.00						SAS (Raw TB): 72
\$808.00	\$808.00		Freight				SSD (Raw TB): 8.64
	(\$51,884.00)		Discount				Weight (Lbs): 294
\$71,640.00	\$123,524.00						Rack Units: 8
\$4,396.00	\$4,396.00		Professional Services Total				Heat (BTUs): 6,144.00
\$8,700.00	\$8,700.00		Support Total				Power (Watts): 1,800 00
\$58,544.00	\$110,428.00		Hardware Total	December 1		Discount Comments	Totals
\$274.62	\$518.00	\$137.31	\$259 00	2		PA-CBL-SAS-4M-DSP	6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty2, CUS
\$297.42	\$561.00	\$99 14	\$187.00	ω		PA-CBL-SAS-2M-DSP	6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS
THE LESS	THE PERSON IN	THE REAL PROPERTY.					Cold Spares
\$4,396.00	\$4,396.00		\$1,099.00	4		PS-SC2XX2U-PD	ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure
No.	A MANUAL PARTY	THE RESERVE					Professional Services
\$212 06	\$400.00	\$53.02	\$100.00	4		PA-RK-RR2-D	Ready Rails II Static Rails for 4-post Racks
\$42.41	\$80 00	\$10.60	\$20.00	۵		PA-PC-2M-D	C13-C14, PDU, 12AMP, 8 5 FT (2m), Power Cord, Qty2 PA-PC-2M-D
\$99 14	\$187.00	\$99.14	\$187 00	-	***************************************	PA-CBL-SAS-2M-D	6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2
\$324 46	\$612 00	\$81 11	\$153.00			PA-CBL-SAS-6M-D	6Gb Mini-SAS to Mini-SAS Cable, 0 6M, Qty 2
\$3 090 81	\$5,830 00	\$3,090.81	\$5,830.00	-		EN-SC220-2425	Compellent SC220 Enclosure, 2.5" 24-Bay
\$6,934.43	\$13,080 00	\$2,311.48	\$4,360.00	w	11	EN-SC200-1235	Compellent SC200 Enclosure, 3.5" 12-Bay
\$31.81	\$60 00	\$5.30	\$10.00	on		EN-BLNK-SAS6-25-D	Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5"
\$20,994,15	\$39,600 00	\$583.17	\$1,100.00	36	000000	DS-SAS6-35-2000X7K2-D	2TB, SAS, 6Gb, 7K HDD
\$26,242 69	\$49,500 00	\$1,457.93	\$2,750.00	18		DS-SAS-25-4808SDR1-M-D	480GB, SAS 12Gb, SSD, Rt, 2.5
							Hardware & Drives
Subtotal	Subtotal	Discount Price	List Price	Quantity	Dell SKU	Model Number	Description
Discount							

\*\*\*The pricing is displayed in the US Dollar currency.

605

customer pricing rates (GCP rates) are Dell's trade societs and constitute

## Hardware Instruments

- Hardware Warranty (http://www.dell.com/support/home/us/en/04?s=bsd)
- Keep Your Hard Drive Service Description

(http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell\_keep\_your\_hard\_drive\_us.pdf)

## Support instruments

- **Premium Support Service Description**
- (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-prosupport-us.pdf)
- ProSupport Service Description (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-prosupport-us.pdf)
- or (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~prosupport-plus-sd-en.pdf)
- Dell Optimize (http://www.dell.com/learn/us/en/uscorp1/legal\*service-descriptions\*en/documents\*dell-copilot-support-final.pdf
- or (http://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-compellent-copilot-optimize.pdf)

# **Professional Services Instruments**

- ProDeploy for Enterprise Service Description (http://www.dell.com/en-us/work/learn/assets/shared-content~services~en/documents~prodeploy-feature-compare-slide.pdf)
- Enterprise Configuration and Deployment Installation and Development Service Description (http://www.dell.com/learn/us/en/uscorp1/enterprise-deployment-and-configuration)

# Statement of Conditions

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also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts products, PowerVault ML6000 tape libraries, non-Deli-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell Equallogic and Equallogic-branded products, Dell EMC and EMC-branded and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found atwww.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CONTRA COSTA COUNTY HEALTH for Dell products

All information supplied to CONTRA COSTA COUNTY HEALTH for the purpose of this proposal is to be considered confidential information belonging to Deli

### About Dell

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### Privacy Policy

example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for statement of our Global Privacy Policy, please visit dell.com/privacy.

#### Services Schedule

to

#### **Customer Purchase Agreement**

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- 4. Warranty. Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within thirty (30) days of the performance of the Services.
- 5. Suspension of Professional Services. Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services are purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.

- 6. Intellectual Property. During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services ("Pre-existing Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.
- 7. **Proprietary Technical Information**. The limitations of liability stated in Section 11 of the CPA shall not apply to unpermitted disclosures of proprietary technical information disclosed by one party to the other during the course of Professional Services delivered by DSG.
- 8. Entire Agreement. This Schedule, including related Orders and attachments and the CPA and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of this Schedule. There are no representations, understandings or agreements, written or oral, relative to this Schedule that are not fully expressed herein. In entering into this Schedule, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Schedule; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Schedule.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Services Schedule and the CPA.

Dell Marketing L.P.	Contra Costa County
Signature:	Signature:
Amy Fyn	DJRUNT
Printed Name:	Printed Name:
Contracts Manager	Clo
Position:	Position:
4/11/7	4-3-17
Date:	Date:

#### MASTER PRODUCTS AND SERVICES AGREEMENT

Contract Record No. 112294

**THIS MASTER PRODUCTS AND SERVICES AGREEMENT** is made effective as of November 14, 2023 (the "Effective Date"), by **CONTRA COSTA COUNTY**, a political subdivision of the State of California, whose address for the purposes of notices hereunder is 2530 Arnold Dr, #300 Martinez, CA 94553 ("Customer") and **COMPUTACENTER UNITED STATES INC.** whose address for the purposes of notices hereunder is 6025 The Corners Parkway, Suite 100, Norcross, GA 30092 ("Computacenter").

#### 1. TERM AND TERMINATION

- 1.1 Term. The initial term of this agreement will commence on the Effective Date and will continue for a period of one (1) year. This agreement will automatically renew for additional successive one year term periods unless terminated by either party by providing at least thirty (30) days' written notice prior to the expiration of the then current term. The terms and conditions of this agreement will apply to all SOWs (as defined in Section 5 (Service Fees) below) and the terms and conditions of this agreement will continue to apply to any SOW until such SOW is completed or terminated in accordance with its terms.
- **1.2 Termination for Breach.** Either party may terminate this agreement or a SOW immediately if the other party materially breaches its obligations and fails to remedy the breach within thirty (30) days from the date it receives written notice of same. In addition, this agreement or any SOW may be terminated effective immediately upon providing notice if either party: (a) becomes unable to pay its debts when they become due; (b) becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding; (c) is declared insolvent; or (d) makes an assignment for the benefit of creditors.
- 2. INVOICING AND PAYMENT. All prices and payments are in USD. Customer is required to make payments due under this agreement within thirty (30) days from the date Customer has received an invoice for same. Past due balances will accrue interest per month at 1.5% or at the maximum applicable statutory rate, whichever is lower. If Customer disputes the accuracy of an invoice, Customer must notify Computacenter in writing no later than thirty (30) days following the date it receives such invoice. Customer may withhold the amount disputed; however, all undisputed amounts must be paid when due. An invoice will be deemed to have been accepted if Customer does not present a dispute on or before the date when the payment is due. The parties will make commercially reasonable efforts to resolve the billing dispute within a reasonable amount of time. If Customer fails to pay any undisputed invoices when due, Computacenter may, upon notice to Customer, adjust pay terms, limit, or specify payment methods, and/or suspend performance under this agreement, any SOW or Purchase Order ("PO") without liability. Nothing herein limits Computacenter's remedies in the event Customer fails to pay Computacenter.
- 3. CREDIT APPROVAL. Customer must meet Computacenter's continuing credit approval. In the event Customer fails to meet Computacenter's credit approval as determined by Computacenter in its sole discretion, Computacenter may, at its option, require Customer to provide additional credit security in the form of pre-payment, letter of credit or other adequate assurances of performance acceptable to Computacenter.
- TAXES. Customer must reimburse Computacenter for any tax, tariff, customs duty, surcharge, or other fees imposed by law or regulation from time to time due to the performance of the services or sale of products, and which Computacenter is required to pay to any taxing or other regulatory or municipal authority unless Customer provides a valid exemption certificate prior to invoicing. Customer must indemnify Computacenter for all taxes which may be levied upon Computacenter because of Customer's failure to promptly provide a valid exception certificate.
- 5. SERVICE FEES. If Customer desires Computacenter to perform professional information technology services pursuant to this agreement, the parties will execute a mutually agreeable statement of work specifying the services to be provided, the timeline therefore and the costs of the services (each, an "SOW"). In the event Computacenter is providing such services to Customer under a SOW, Customer must pay Computacenter the fees, expenses and other costs set forth in the applicable SOW. With respect to fixed

price fees, Computacenter may adjust such fees annually upon providing Customer at least 30 days prior written notice to account for inflation or other increased costs. Customer must pay time and a half for all hours worked beyond eight (8) hours in a single weekday or hours worked on weekends or holidays which is being charged as an hourly rate or on a time and materials basis.

6. IDLE TIME. In the event Computacenter is providing services to Customer under a SOW, if Computacenter personnel assigned to perform the applicable services incur idle time due to the actions of Customer, or other third party under the direction of Customer, (e.g., not having resources available as outlined in the applicable SOW), then Computacenter may charge by the hour for that idle time. Unless a specific rate is set fort for idle time in the applicable SOW, all idle time will be charged at the regular hourly rate set forth in the SOW for a maximum of eight hours per occurrence. If Computacenter personnel incur eight (8) hours of idle time each day for three (3) consecutive business days, Computacenter personnel will exit the Customer's location and not return until the project has been rescheduled, and Customer will also be responsible for all direct travel and per diem expenses incurred as a result.

#### 7. PRODUCT TERMS

7.1 Product Pricing and Ordering. Computacenter will provide product prices in a quote that will be valid for the time-period set forth in the quote. Computacenter may update the quoted prices if the applicable original manufacturer of the products ("OEM") or distributor increases its prices. Customer may submit purchase orders to Computacenter for the quoted products which will be subject to the terms and conditions of this agreement. Computacenter may accept or reject any purchase order issued by Customer. Any terms and conditions contained in Customer's purchase order, even if such terms are acknowledged by Computacenter, will be null and void. All purchase orders are non-cancellable by the Customer.

#### 7.2 Shipping

- **7.2.1 Domestic Shipping.** Product shipped from and to locations in the United States will be shipped FCA (Shipping Point) (Incoterms 2010), freight prepaid and charged to the Customer. Title, risk of loss, damage or destruction to the products shall pass to Customer upon delivery to the common carrier at the OEM's or distributor's location. Computacenter reserves the right, in its sole discretion to select the means of shipment, point of shipping, and routing.
- **7.2.2** International Shipping. Products shipped from and/or destined outside the United States will be shipped FCA (Shipping Point) (Incoterms 2010), unless otherwise agreed to in writing by Computacenter. Computacenter will be the exporter of record (EOR) for all shipments, and Customer or its designee shall be the importer of record (IOR) in the destination country for all shipments. All taxes must be paid by Customer, using Customer's country-specific tax registration ID (e.g., VAT, GST) upon entry into the destination country, where required by the applicable jurisdiction. Additional fees, including but not limited to freight, administrative fees, insurance, or other tax, may apply to international shipments and are the responsibility of Customer.
- 7.2.3 Export Compliance. COMPUTACENTER WILL NOT SELL (AND CUSTOMER WILL NOT PURCHASE FROM COMPUTACENTER) PRODUCT THAT IS INTENDED FOR DELIVERY TO COUNTRIES EMBARGOED BY THE UNITED STATES GOVERNMENT. CUSTOMER REPRESENTS AND WARRANTS TO COMPUTACENTER THAT CUSTOMER WILL NOT TRANSFER PRODUCT TO A MILITARY OR GOVERNMENT END USER. Each party understands and acknowledges that United States law, including the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and the OFAC Economic Sanctions Regulations Regulations, 31 C.F.R. Parts 500 et seq. ("OFAC Economic Sanctions Regulations") govern the sale, export, or other disposition of products. Each party agrees to adhere to all provisions of the EAR and the OFAC Economic Sanctions Regulations, and the terms, conditions, required procedures, and documentation of any export licenses or other approvals issued for such products. Neither party will participate in the sale, resale, supply, export, reexport, or transfer by any means of any product acquired from or supplied by Computacenter, or any technology installed onto those products, to any destination, end-user, or end-use prohibited or restricted under the export control or economic sanctions laws and regulations of the United States.

- **7.3 Product Returns.** Subject to applicable OEM and/or distributor terms and conditions, Customer may return products that, upon delivery, are damaged or defective. Software may not be returned. Computacenter may impose a restocking fee at its discretion. Refunds will not be given but credits will be applied. The Customer must complete a return merchandise authorization ("RMA") for all returns within five (5) days of receipt of the product. The RMA is available upon request.
- **7.4 Maintenance Services for Products.** Maintenance services may be available from the OEM or Computacenter. Where Customer purchases such maintenance services from the OEM through Computacenter, Computacenter will pass through the maintenance agreement directly to Customer, and all terms and conditions of the OEM's maintenance agreement will apply. Computacenter shall not be liable for any deficiencies, breach, or other issues with the OEM's maintenance services.
- **7.5 Product Stored at a Computacenter Warehouse.** In the event Customer requests Computacenter to store product purchased by Customer, Customer must enter into a Buy and Store agreement on form provided by Computacenter and Computacenter may charge warehousing fees. Except as otherwise agreed to by the parties in writing, Computacenter is not obligated to store Customer products and reserves the right to ship any products held by Computacenter to the Customer ship-to address on file.
- **7.6 Product Warranties.** Computacenter does not provide product warranties. All product warranties are provided exclusively by the OEM. Computacenter will, upon request, supply to Customer (insofar as possible) details of the terms and conditions of any such manufacturer warranty. Customer is responsible for complying with the applicable terms. Upon request, Computacenter will provide reasonable assistance to Customer for registering products for applicable warranties.
- 8. [INTENTIONALLY OMITTED].
- 9. SERVICE DELIVERABLES. Service deliverables ("Service Deliverables") are the completed work product delivered to Customer as set forth in a SOW entered into between the parties. Service Deliverables are subject to an acceptance testing period of ten (10) business days unless otherwise specified in the SOW. The acceptance testing period will begin the first business day following the day on which Computacenter first offers the applicable Service Deliverable to Customer for acceptance. During the acceptance testing period, Customer must complete any testing as Customer desires to determine the functionality, performance, and conformance of the Service Deliverable to the specifications contained in the SOW. Customer must notify Computacenter of any deficiencies in writing prior to the end of the acceptance testing period and Computacenter will use commercially reasonable efforts to resolve any such deficiencies in a timely manner. If Customer (a) begins use of the Service Deliverable in a production environment before acceptance, or (b) fails to timely notify Computacenter of its acceptance or non-acceptance of the Service Deliverable prior to the end of the acceptance testing period, Customer will be deemed to have accepted the Service Deliverable and shall have no further recourse against Computacenter.

#### 10. CHANGE CONTROL

Change Requests. Customer may request changes to an executed SOW by submitting a written change order request specifying the requested changes in the requirements (the "Change Request"). Customer acknowledges that any changes to a SOW may require increased work by Computacenter necessitating a reasonable adjustment in the fees due Computacenter. Customer agrees to negotiate such increases in good faith and to accept any delays the Service Deliverables and/or services caused by such negotiations. Acceptance of the proposed Change Request shall be at Computacenter's sole discretion. If Computacenter accepts the proposed Change Request and Customer accepts any associated adjustments in schedule and fees payable, the parties shall execute the proposed Change Request, which shall detail the change in the Service Deliverables or Workforce services and other related adjustments. After both parties execute the Change Request the terms of the Change Request shall prevail over the SOW to which the change applies, to the extent they are inconsistent. If Computacenter does not accept the proposed Change Request and/or Customer does not accept the related adjustments to the schedule and/or fees, the proposed Change Request will be considered null and void and the applicable SOW shall continue to govern without change. If the Customer requests changes while work is in process under a SOW and the changes do not warrant the effort of the use of the change control process described in this section then Computacenter will, upon Customer's written approval, charge for the work on a time and materials basis at Computacenter's

hourly rate set forth in the applicable SOW.

10.2 Time and Materials. In the case of time and materials work, the following definitions are used to apply normal time and overtime rates. Normal business hours are defined as eight hours performed within a single twenty-four (24) hour period beginning at 7:00AM and concluding at 6:00PM Monday through Friday excluding holidays as defined by United States Code Title 5 Section 6103(a). Hours worked beyond eight (8) hours in a single weekday or hours worked on weekends or holidays are considered overtime hours.

#### 11. INTELLECTUAL PROPERTY

- 11.1 Background Intellectual Property. Nothing in this agreement grants Customer any right, title, or interest, express or implied, in or to any intellectual property of OEM, Computacenter, or its subcontractor(s), if any, existing prior to the Effective Date or created independent of the Service Deliverables under this agreement ("Background Intellectual Property"). Customer understands and acknowledges that the Background Intellectual Property contains the valuable trade secrets of OEM, Computacenter, or its subcontractors, as applicable, and constitutes Computacenter's Confidential Information. Customer may not attempt to modify, reverse engineer, or decompile the Background Intellectual Property or products supplied by Computacenter. Customer may not separately use or exploit any Background Intellectual Property even if such Background Intellectual Property is incorporated in or otherwise utilized as a part of Service Deliverables or Customer Owned Deliverables.
- 11.2 Right to Service Deliverables and Customer Owned Deliverables. Upon payment in full of all fees due to Computacenter, Customer will have a non-exclusive, non-transferable, object code only, perpetual license to use the Service Deliverables, including any Background Intellectual Property incorporated therein, solely for Customer's internal use, and subject to and consistent with the SOW pursuant to which the Service Deliverable was created. Except in the case of Customer Owned Deliverables, Computacenter reserves all right, title, and interest in and to the Service Deliverables, and shall retain ownership of all intellectual property embodied in the Service Deliverables.
- 11.3 Intellectual Property and Licensing of Service Deliverables. Certain Service Deliverables may be expressly designated in a SOW as "Customer Owned Deliverables." In such case, upon payment in full of all relevant SOW fees, Computacenter will assign to Customer all right, title, and interest to Customer in the Customer Owned Deliverables, excluding any Background Intellectual Property that may be incorporated therein. Upon Customer's request and at Customer's expense, Computacenter will execute such documents as may be necessary to perfect Customer's rights in the Customer Owned Deliverables. In addition, Customer hereby grants Computacenter a non-exclusive, royalty-free, perpetual, world-wide license to use the Customer Owned Deliverables in connection with Computacenter's business, including, but not limited to, the provision of services, Service Deliverables and products to its customers. Except for Customer Owned Deliverables, if any, this is not a work made-for-hire agreement, as that term is defined in Section 101 of Title 17 of the United States Code.
- CONFIDENTIALITY. Each party may disclose to the other certain materials relating to a party's products, 12. intellectual property, business, marketing, customers, pricing, and other confidential information and trade secrets that are marked as confidential or which the recipient should reasonably understand to be confidential to the disclosing party ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to applicable law, a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis. Subject to the foregoing nondisclosure and non-use obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information and trade secrets, and in

no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to injunctive relief to prevent such unauthorized use or disclosure.

LIMITED SERVICE WARRANTY. Computacenter represents and warrants: (i) that it is competent, experienced, and trained to provide all services set forth in the SOW; and (ii) that the services will be provided in a professional and workmanlike manner. NOTWITHSTANDING THE ABOVE, COMPUTACENTER DOES NOT WARRANT OR GUARANTEE IN ANY FORM THE RESULTS OR ACHIEVEMENTS OF THE SERVICES IT PROVIDES. Customer must provide Computacenter with written notice of all claims for breach of service warranties within thirty (30) days of the applicable service completion. ALL WARRANTY CLAIMS NOT MADE IN WRITING WITHIN SUCH THIRTY (30) DAY PERIOD WILL BE DEEMED WAIVED. Upon its receipt of a valid warranty claim, Computacenter will use commercially reasonable efforts, at its sole option and expense, to: (i) promptly refund Customer for the fees related to the non-conforming service; or (ii) correct or modify the non-conforming service to make such service conforming. The foregoing remedies in this section are Customer's sole and exclusive remedies for related to breach of the service warranties. The service warranties are solely for the benefit of Customer and Customer will have no authority to extend such warranties to any third party.

## 14. DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION

- EXCEPT FOR AS PROVIDED IN SECTION 13, THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. THE WARRANTIES SET FORTH IN SECTION 13 CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED COMPUTACENTER WITH RESPECT TO ANY SERVICES PROVIDED BY COMPUTACENTER UNDER THIS AGREEMENT. COMPUTACENTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPUTACENTER DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR SERVICE DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY. COMPUTACENTER WILL IN NO WAY BE HELD RESPONSIBLE OR LIABLE FOR DAMAGES, MONETARY OR OTHERWISE, BY CUSTOMER, OR ANY OTHER AFFECTED PARTY, IN THE EVENT OF SECURITY BREACHES OR NETWORK SECURITY-RELATED OUTAGES, DAMAGES, OR LOSSES AND COMPUTACENTER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE PROVISION OF ANY SERVICES RELATING TO SYSTEMS OR DATA SECURITY OR PRIVACY.
- 14.2 COMPUTACENTER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY PRODUCTS, CONTENT, SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). COMPUTACENTER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT WITH REGARD TO PRODUCTS OR ANY THIRD-PARTY ITEMS. CUSTOMER SHOULD CONSULT THE RESPECTIVE OEMS OF THE THIRD- PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING HEREIN SHALL BE CONSTRUED AS COMPUTACENTER'S EXPANSION IN ANY WAY OF A OEM'S STANDARD END-USER WARRANTY.
- 14.3 EXCEPT FOR BREACHES OF CONFIDENTIALITY, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), WILL EITHER PARTY BE LIABLE. TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT AND ALL SOWS ISSUED HEREUNDER, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.4 EXCEPT FOR CLAIMS FOR BODILY INJURY OR DEATH, AND PROPERTY DAMAGE ARISING OUT OF COMPUTACENTER'S PERFORMANCE OF THIS AGREEMENT AND COMPUTACENTER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, COMPUTACENTER'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR IN TORT AND INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL NOT EXCEED THE GREATER OF: (A) THE AGGREGATE AMOUNT OF THE FEES PAID TO COMPUTACENTER FOR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.

#### 15. INSURANCE

Computacenter will maintain the following insurance coverage during the Term:

i. Workers' Compensation/Employer's Liability Insurance in accordance with applicable statutory requirements and not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease.

ii. Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of any and all services provided under this agreement with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

iii. Automobile Liability Insurance with a limit of not less than \$1,000,000 per accident.

iv. Professional Liability/Errors and Omissions coverage of not less than \$3,000,000 each claim and annual aggregate.

v. Umbrella/Excess Liability with policy limits of not less than \$2,000,000 per occurrence and annual aggregate, as excess over general liability, automobile liability and employer's liability.

All insurance policies shall be issued by companies licensed to do business in the states/countries where the services are delivered and will be rated "A-" or better by A.M. Best. Upon request by Customer, Computacenter will provide Customer with a copy of a Certificate of Insurance reflecting such coverage.

#### 16. INDEMNITY

- 16.1 Customer agrees to defend, indemnify and hold Computacenter harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees), claims and liabilities to the extent arising out of any suit, claim, or action by a third party relating to: (i) Customer's negligence, unlawful or willful misconduct or (ii) any claim of infringement of a third party's U.S. patent, trade secret, or copyright arising from Customer's unauthorized use of a product or Service Deliverable. Computacenter must (a) provide Customer prompt written notice of any such claim; (b) cooperate in the defense of any such claim; and (c) not settle such claim without Customer's prior written approval.
- 16.2 Computacenter agrees to defend, indemnify and hold Customer harmless against any and all damages, costs and expenses (including reasonable attorneys' fees), claims and liabilities to the extent arising out of any suit, claim, or action by a third party relating to (i) Computacenter's negligence, unlawful conduct or willful misconduct; or (ii) any claim of infringement of a third party's U.S. patent, trade secret, or copyright asserted against Customer (excluding products) by virtue of Customer's licensed use of the Service Deliverables (except if such claim arises from the unauthorized actions of Customer). Customer must (a) provide Computacenter prompt written notice of any such claim; (b) cooperate in the defense of any such claim; and (c) not settle or such claim without Computacenter's prior written approval.
- 16.3 If the Service Deliverables become or, in Computacenter's opinion, are likely to become, the subject of a claim of infringement for which Computacenter is obligated to indemnify Customer under this section, Computacenter shall, at its option and expense either (a) procure for Customer the right to continue to use the Service Deliverables as contemplated under this agreement, or (b) replace or modify the Service Deliverables and/or modify the use of such Service Deliverables so that they are no longer infringing, without loss of material functionality. If neither of the foregoing options is reasonably available to Computacenter, then this agreement may be terminated at the option of either party hereto without further obligation or liability. In the event termination under this section occurs during the first twelve (12) months from the date of initial

delivery of the infringing Service Deliverable(s), Computacenter will refund the fees paid, if any, for the infringing Service Deliverables, prorated over such twelve (12) month period. The indemnification and remedies in this section constitute Customer's sole and exclusive remedies and Computacenter's sole and exclusive liability regarding claims of infringement relating in any way to the services and/or Service Deliverables.

#### 17. BACKGROUND CHECKS

Computacenter will conduct, or has conducted, a criminal background check at its own expense on Computacenter personnel that perform services at Customer's location prior to the commencement of such services. Computacenter personnel shall not be eligible to perform services at a Customer location if he or she, to Computacenter's knowledge, (1) has been convicted of any crime involving dishonesty, theft, computer crimes or financial crimes including, but not limited to, check kiting or passing bad checks; embezzlement, identity theft, fraud, money laundering; and/or (2) has been convicted of any sex or violent crime including but not limited to rape, child molestation, terrorism or battery. Computacenter will conduct background checks which verify personnel information and review applicable records for Computacenter personnel that perform services at Customer's location from the previous ten (10) years, unless a shorter period is required by federal, state, or local law. Should Customer require additional background checks or other related checks for Computacenter personnel, any such additional background checks will be performed at Customer's expense.

#### 18. GENERAL PROVISIONS

- **18.1 Assignment.** Customer may not assign this agreement or any part thereof without the prior written consent of Computacenter. Computacenter may assign this agreement, in whole or in part, without Customer's consent, to an affiliate, or in connection with a merger, acquisition, divestiture, corporate reorganization, or sale of all or substantially all its assets. This agreement is binding upon and inure to the benefit of the parties, their respective successors and permitted assigns. For the purposes of this agreement an affiliate is an entity that directly or indirectly shares a common ownership or control with a party to this agreement.
- **18.2** Governing Law, Venue and Limitation of Actions. This agreement is governed in all respects by and construed under the laws of the State of California, without reference to choice of law principles. In addition, the parties agree and consent that the courts of San Francisco County, California will have exclusive jurisdiction and will be the exclusive venue for any legal actions relating to this agreement or the services provided hereunder.
- **18.3** Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws and regulations including, without limitation, regulations on the access, collection, use, storage, transmission and provision of data.
- **18.4 Disclosure of Personal Information.** Customer must not cause Computacenter to come into contact with, control, or otherwise access personal data of any kind, including but not limited to Customer's personal data, without prior written notice to Computacenter and the express identification of the personal data as such. Customer's failure to properly notify Computacenter pursuant this section shall be deemed a material breach of this agreement.
- 18.5 FCPA. Each party hereby represents warrants and covenants to the other that such party shall comply with the requirements of the U.S. Foreign Corrupt Practices Act and if applicable, the UK Bribery Act 2010 (collectively the "FCPA") and any other applicable anti-corruption national or international laws and regulations. Each party hereby represents, warrants and covenants to the other that such party has not, and agrees that it will not, in connection with the transactions contemplated by this agreement or in connection with any other business transactions involving the other party, make, promise or offer to make any payment or transfer anything of value, directly or indirectly: (i) to any foreign government official or to an intermediary for payment to any foreign government officials; or (ii) to any political party. No payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business.

- **18.6 GDPR.** If the services performed in relation to this agreement or any associated SOWs, involves, or is expected to involve, the processing of personal data as governed by the General Data Protection Regulation (EU) 2017/679 ("GDPR") of the European Parliament and of the Council of 27 April 2017, the terms of Computacenter's Data Protection Addendum as provided online by Computacenter or otherwise furnished to Customer shall apply to this agreement, which are incorporated herein by reference. In the event of a conflict between the terms of this agreement and the terms of the Data Protection Addendum, the terms of the Data Protection Addendum shall prevail in relation to the processing of such personal data. If such personal data is to be processed in connection with this agreement or any associated SOW, Customer must notify Computacenter in writing before any personal data is disclosed to Computacenter. Customer acknowledges and agrees that Computacenter's transfer of such data to Computacenter Affiliates for the purpose of effectuating this agreement will be deemed a Restricted Transfer as defined in the Data Protection Addendum between Customer and Computacenter.
- 18.7 CCPA. The capitalized terms used in this section and not otherwise defined in this agreement shall have the definitions set forth in the California Consumer Privacy Act of 2018 (codified at Cal. Civ. Code Section 1798.100, et seq.) and its implementing regulations, as amended from time-to-time ("CCPA"). Notwithstanding anything to the contrary in this agreement, and as applicable, the parties agree that Computacenter shall provide the services solely in its capacity as a "Service Provider," as defined in the CCPA. Computacenter does not, and during the Term of this agreement shall not, sell any Personal Information obtained, processed, or derived by Computacenter while performing services. Computacenter does not, and during the Term of this agreement shall not, retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the services, including retaining, using, or disclosing the Personal Information for a Commercial Purpose other than providing the services. Computacenter shall not retain, use, or disclose the Personal Information outside of the direct business relationship between Computacenter and Customer.
- **18.8 Modern Slavery.** In performing its obligations under this agreement, each party will: i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes, including but not limited to the Modern Slavery Act 2015; and ii) maintain throughout the term of this agreement its own policies and procedures to ensure such compliance.
- **18.9 Publicity.** Either party may publicly refer to the other by name and may disclose the general nature and existence of the agreement, but not any of its specific terms or performance information. Neither party will issue a press release regarding the agreement or the relationship without the other party's prior review and written consent.
- **18.10** Independent Contractor. The parties agree that Computacenter will perform its duties under this agreement as an independent contractor. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed by or retained by Computacenter who perform duties related to this agreement will remain under the supervision, management, and control of Computacenter.
- **18.11 Severability.** If any provision of this agreement is found by a court of competent jurisdiction to be unenforceable or invalid, the provision shall be severed or modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the agreement shall remain in effect.
- **18.12** Affiliates and Subcontractors. The rights and obligations of Computacenter may be, in whole or in part, performed on behalf of Computacenter by Computacenter's affiliates, agents, subcontractors, and providers, provided that Computacenter remains primarily liable to Customer for all services provided. Affiliates of Computacenter may also provide products and services directly to Customer under the terms of this agreement by entering into an SOW or accepting a PO. For affiliates located outside of the United States, the parties must execute a country addendum on form provided by Computacenter. With respect to direct purchases from affiliates, the affiliate will have the rights and obligations of "Computacenter" as set forth herein and Customer must look exclusively to such affiliate in the event of default.
- **18.13** Third-Party Beneficiary. There are no third-party beneficiaries to this agreement, except affiliates where expressly stated.

- **18.14 Waiver.** The waiver by either party of a breach or default of any provision of this agreement by the other party will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. No waiver will be effective unless made explicit and in writing.
- **18.15** Counterparts and Originals. This agreement, services addenda and SOWs hereto may be executed and delivered in counterparts, which together will constitute one and the same instrument. Original and digital signatures transmitted and received via electronic means, (e.g., pdf or similar format) are true and valid signatures for all purposes here under and shall bind the parties to the same extent as that of an original signature.
- **18.16** Force Majeure. If either party is unable to perform any of its obligations under this agreement due to any cause beyond its reasonable control (other than obligations to pay amounts owed hereunder), including, without limitation, governmental action, declared states of emergency, terrorism, riots, war, strikes, lockouts, prolonged shortage of utilities, fire, explosion, or acts of God, such party's performance will be excused and the time of performance will be amended for the period of delay or inability to perform due to such occurrences.
- **18.17 Notices.** Notices will be in writing, addressed to the signatories at the addresses indicated in the introductory paragraph of this agreement and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after first class mailing; (iii) the first business day after sending via a reputable overnight carrier; or (iv) the first business day after sending via email (provided email shall not be sufficient for notices of termination, breach, or an indemnity claim).
- **18.18 Non-Solicitation of Employees.** During the Term of this agreement and for a period of one (1) year after any termination of this agreement, Customer will not directly or indirectly solicit, induce, encourage or otherwise endeavor to cause or attempt to cause any employee, subcontractor or consultant of Computacenter with whom Customer had contact pursuant this agreement, to terminate their relationship with Computacenter, as applicable; provided, however, that nothing in this section will prohibit the use of a general solicitation in a publication or by other means not targeted at Computacenter's employees, subcontractors or consultants protected pursuant this section.
- 18.19 Customer Furnished IP. Customer hereby covenants and represents to Computacenter that in the event third-party software or other third-party items are provided by Customer to Computacenter pursuant this agreement (including but not limited to, for modification, use in or otherwise instructed to be a part of any Service Deliverables or services) that Customer has sufficient rights in any such third-party owned software or item to authorize Computacenter's actions pursuant to this agreement with respect to same. Customer will indemnify Computacenter for any claims against it arising from Customer's failure to have such authorization.
- **18.20** Entire Agreement; Amendment. This agreement, together with all Statements of Work, and addenda hereunder, contains the full understanding between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous representations, whether oral or written with respect to the subject matter. Except as set forth herein, this agreement may not be modified except by a writing that is signed by both parties.
- **18.21 Order of Precedence.** All transactions and each SOW between Customer and Computacenter for the purchase or use of information technology related services, Service Deliverables, and/or products shall be subject to this agreement without the need to attach a copy of same to any SOW, or other transaction document. In the event of any conflict or inconsistency between the provisions of this agreement and the SOW, preference shall be given to this agreement unless the SOW expressly provides that it shall override the terms of this agreement.
- **18.22 Non-Exclusive Relationship.** Computacenter expressly reserves the right to contract with other third parties to provide services substantially similar or identical to the services under this agreement.

Customer expressly reserves the right to contract with other third parties to receive services substantially similar or identical to the services provided under this agreement.

**18.23** Survival. Terms that by their nature are intended to survive termination shall survive including the following sections: Section 1 (Term and Termination), Section 11 (Intellectual Property), Section 12 (Confidentiality), Section 13 (Limited Warranties); Section 14 (Disclaimer of Warranties); Section 16 (Indemnity) and Section 18 (General Provisions).

**IN WITNESS WHEREOF**, by signing below the undersigned represent and warrant that they are duly authorized representatives of their respective parties and agree to be bound by the terms of this agreement.

COMPUTACENTER UNITED STATES INC.		CUSTOMER: CONTRA COSTA COUNTY	
	DocuSigned by:	(F)	
By:	Matt Girardot	By:	•
	23B41D76BACF4AE	Nama: Dec G	ebre
Name:	Matt Girardot	Name:	ebic
Title:	SVP	Title: Sr. Buy	er
Date:	17 November 2023   18:35 GMT	Date:	2023

### AMENDMENT NO. 1 TO MASTER PRODUCTS AND SERVICES AGREEMENT

Contract Record No. 112294

This Amendment No. 1 to the Master Products and Services Agreement, dated May 21, 2024 ("Amendment Effective Date"), is by and between Computacenter United States Inc. ("Computacenter") and Contra Costa County ("Customer"), and amends that certain Master Products and Services Agreement No. 112294, between Computacenter and Customer effective November 14, 2023 (the "Agreement"). All capitalized terms used but not defined in this amendment shall have the meaning set forth in the Agreement.

WHEREAS, the parties wish to amend the Agreement to permit Customer to terminate the Agreement based on a non-appropriation of funds;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby amend the Agreement in the following respects only:

- 1. Section 1 (Terms and Termination) of the Agreement is hereby amended to add an entirely new Section 1.3 as follows:
  - "1.3 Termination for Non-Appropriation of Funds. The continuation of this Agreement is contingent upon the appropriation of funds by Customer's governing body to fulfill the requirements of the Agreement. If Customer's governing body fails to appropriate sufficient monies in any fiscal year for amounts to be due under this Agreement (a "Non-Appropriation Event"), this Agreement shall terminate as of the last day of the fiscal year for which funds were appropriated. Customer will notify Computacenter if a Non-Appropriation Event occurs, and there will be no penalty assessed on such termination."

The parties agree and acknowledge that, except as otherwise expressly amended by this amendment, the Agreement remains in full force and effect according to its terms and conditions.

WITH INTENT TO BE BOUND, Computacenter and Customer, by signature of their authorized representatives, have executed this amendment as of the Amendment Effective Date.

COMPUTACENTER UNITED STATES INC.	CONTRA COSTA COUNTY
By:  OB53C812381246C  Neil Hall  Name:	By: Des Gebre
Title: President, CC NA  Docusigned by:  Matthew Grardot  23841D768ACF4AE  Name: Matthew Girardot	Title: Sp. Buyer
Name: Secretary	



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.109.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Payment for Services Provided by Medical Physics Consulting Services, Inc.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$7,100 to Medical Physics Consulting Services, Inc., for mammography workstation site & system survey services, for the term of September 1, 2024 through November 30, 2024, as recommended by the Health Services Director.

#### **FISCAL IMPACT:**

Approval of this payment will result in a one-time expenditure of up to \$7,100 and will be funded 100% by Hospital Enterprise Fund I revenues.

#### **BACKGROUND:**

Contractor provides specialized support in diagnostic imaging and nuclear medicine. Services include mammography site and systems surveys, equipment performance, testing, regulatory compliance assistance and accreditation preparation. Contra Costa Health (CCH) works with Contractor to ensure imaging equipment meets safety, quality and accreditation standards. These services are vital for maintaining high-quality diagnostics and protecting patients and staff throughout the CCH network.

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. Contra Costa Regional Medical Center's (CCRMC) 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 November 16, 2024.

In February 2023, the County Administrator approved and the Purchasing Services Manager executed Contract #76-629-5 with Medical Physics Consulting Services, Inc., in an amount not to exceed \$95,000, to provide performance evaluation of diagnostic equipment at CCRMC, for the period January 1, 2023 through December 31, 2024.

Due to an increase in mammography workstation site & system survey services needed by CCRMC, additional services were requested by the County without sufficient time to amend the Contract. Contractor provided these services in good faith, which exceeded the original payment limit by \$7,100.

File #: 25-3687 **Agenda Date: 9/9/2025** Agenda #: C.109.

Therefore, the County has determined that Medical Physics Consulting Services, Inc., is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$7,100 to Medical Physics Consulting Services, Inc.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this payment is not approved, the Contractor will not be paid for services requested by CCRMC and provided by Contractor provided in good faith.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3688 **Agenda Date: 9/9/2025** Agenda #: C 110 To: **Board of Supervisors** From: Dr. Grant Colfax, Health Services Director Report Title: Contract Amendment #26-395-36 with Locumtenens.com LLC ⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #26-395-6 with Locumtenens.com LLC, a limited liability company, effective September 1, 2025, to amend Contract #26-395-35, to include additional temporary physician services during peak loads, temporary absences, vacations and emergency situations where additional physician staffing is required at Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers, and Detention Centers, with no change in the payment limit of \$3,250,000, and no change in the original term ending December 31, 2025.

### **FISCAL IMPACT:**

Approval of this Contract Amendment will not result in additional expenditures and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

### **BACKGROUND:**

CCRMC has an obligation to provide medical staffing services to patients at CCRMC, Contra Costa Health Centers, and Detention Centers. Therefore, the County contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The County has been using the contractor's temporary staffing services since January 1, 2001.

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. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

On January 21, 2025, the Board of Supervisors approved Contract #26-395-35 with Locumtenens.com LLC, in an amount not to exceed \$3,250,000, for the provision of temporary physician services during peak loads, temporary absences, vacations and emergency situations where additional physician staffing is required at CCRMC, Contra Costa Health Centers, and Detention Centers, for the period January 1, 2025 through December 31, 2025.

Approval of Contract Amendment #26-395-36 will allow the Contractor to modify the rates to provide

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additional locum tenens physicians services through December 31, 2025. This Amendment includes services provided by represented classifications and the County has met its obligations with the respective labor partner (s).

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract Amendment is not approved, it will not have the correct rates in order to pay Contractor to provide additional temporary physician coverage during peak loads, temporary absences, vacations and emergency situations when additional physician staffing is required.



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## Staff Report

<b>File #:</b> 25-36 C.111.	89 <b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Contract #77-114-4 with Applied Behavior Consultants, Inc.	
⊠Recommenda	tion 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 #77-114-4 with Applied Behavior Consultants, Inc., a corporation, in an amount not to exceed \$2,400,000, to provide Behavioral Health Treatment (BHT) including Applied Behavioral Analysis (ABA) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2025 through June 30, 2027.

#### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$2,400,000 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 BHT including ABA health care services. Theses services include, but are not limited to; treatment plans to improve the functioning of CCHP members with pervasive development disorder or autism 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 BHT including ABA services and fostering a deep understanding of the CCHP organizations, mission, values, and long-term objectives since October 1, 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes the collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On June 27, 2023, the Board of Supervisors approved Contract #77-114-3 with Applied Behavior Consultants, Inc., in an amount not to exceed \$600,000, for the provision of BHT including ABA services for CCHP members and County recipients for the period July 1, 2023 through June 30, 2025.

Approval of Contract #77-114-4, will allow the Contractor to continue to provide BHT including ABA services for CCHP members and County recipients through June 30, 2027. This Contract is delayed due to the Division

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receiving the documents from the contractor in June 2025.

### CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved certain specialized behavioral health treatment including applied behavioral analysis 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 to CCHP members.



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## Staff Report

File #: 25-3690 Agenda Date: 9/9/2025 Agenda #:

C.112.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #77-620-1 with Lifersavers Transportation 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 #77-620-1 with Lifesavers Transportation LLC, a limited liability company, in an amount not to exceed \$7,500,000, to provide non-emergency medical transportation (NEMT) 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 \$7,500,000 over a two-year period and will be funded 100% by Contra Costa Health Plan Enterprise Fund II.

### **BACKGROUND:**

CCHP has an obligation to provide certain NEMT services for its members under the terms of their Individual and Group Health Plan membership Contracts with the County. NEMT services provide transportation to and from covered Medi-Cal services for eligible members. These services also prioritize safety, accessibility, and comfort for passengers, with specially equipped vehicles. This Contractor has been part of the CCHP Provider Network providing NEMT services while fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives beginning August 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. These NEMT services are mandated by the California Department of Health Care Services (DHCS) under federal law, which requires Medi-Cal Managed Care Plan's to cover transportation-related travel expenses as set forth in 42 CFR section 440.170 (a)(3)(iii). 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 NEMT services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. 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 8, 2023, the Board of Supervisors approved Contract #77-620 with Lifesavers Transportation LLC,

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in an amount not to exceed \$300,000, for the provision of NEMT services for CCHP members, for the period August 1, 2023 through July 31, 2025.

Approval of Contract #77-620-1 will allow the Contractor to continue to provide NEMT services for CCHP members and County recipients through July 31, 2027. This Contract delay was due to extended negotiation of Contract terms between Contractor and Division.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, Contractor will not provide NEMT services needed for CCHP members and County recipients which is out of compliance with the DHCS.



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## Staff Report

File #: 25-3691 Agenda Date: 9/9/2025 Agenda #:

C.113.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-062-8 with Medic Shuttle, 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 #77-062-8 with Medic Shuttle, LLC, a limited liability company, in an amount not to exceed \$5,000,000, to provide non-emergency medical transportation (NEMT) 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 \$5,000,000 over a two-year period and will be funded 100% by Contra Costa Health Plan Enterprise Fund II.

### **BACKGROUND:**

CCHP has an obligation to provide certain NEMT services for its members under the terms of their Individual and Group Health Plan membership Contracts with the County. NEMT services provide transportation to and from covered Medi-Cal services for eligible members. These services also prioritize safety, accessibility, and comfort for passengers, with specially equipped vehicles. This Contractor has been part of the CCHP Provider Network providing NEMT services while fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives beginning April 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. These NEMT services are mandated by the California Department of Health Care Services (DHCS) under federal law, which requires Medi-Cal Managed Care Plan's to cover transportation-related travel expenses as set forth in 42 CFR section 440.170 (a)(3)(iii). 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 NEMT services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. 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 11, 2023, the Board of Supervisors approved (1) Cancellation Agreement #77-062-6 with Medic

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Shuttle, LLC, a limited liability company, effective at the end of business on July 31, 2023; and (2) Contract #77-062-7 with Medic Shuttle, LLC, a limited liability company, in an amount not to exceed \$2,500,000, to provide NEMT services for Contra Costa Health Plan (CCHP) Members, for the period August 1, 2023 through July 31, 2025.

Approval of Contract #77-062-8 will allow the Contractor to continue to provide NEMT services for CCHP members and County recipients through July 31, 2027. This Contract delay was due to extended negotiation of Contract terms between Contractor and Division.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, Contractor will not provide NEMT services needed for CCHP members and County recipients which is out of compliance with the DHCS.



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## Staff Report

<b>File #:</b> 25-36 C.114.	92 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Dr. Grant Colfax, Health Services Director	
Report Title:	Contract Amendment #76-649-5 with Syserco, Inc.	
⊠Recommenda	ation 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 Agreement #76-649-5 with Syserco, Inc., a corporation, effective September 1, 2025, to amend Contract #76-649-3, to increase the payment limit by \$837,000, from \$1,382,560 to a new payment limit of \$2,219,560, to include retro-commissioning (RCx) services for the heating, ventilation and air conditioning (HVAC) systems project to reduce energy use at Contra Costa Regional Medical Center (CCRMC) with no change in the original term of November 1, 2023 through October 31, 2026.

#### **FISCAL IMPACT:**

Approval of this Contract Amendment will result in additional contractual service expenditures of up to \$837,000 and funded 100% by Hospital Enterprise Fund I. (No rate increase)

### **BACKGROUND:**

CCRMC has been contracting with Syserco, Inc. since November 1, 2020. Syserco provides preventive maintenance services for HVAC systems, software support to maintain building automation systems, and calibration of critical sensors at CCRMC in addition to providing repair services to all systems in case of system failure or other emergent service. Syserco is the only energy management service provider for the Alerton energy management system installed at CCRMC in Northern California. Syserco maintains a wide variety of technical expertise in servicing CCRMC's energy management system including environment of care (EOC) monitoring to ensure patient safety, adherence to compliance standards set by Joint Commission and California Department of Public Health. Syserco reviews network communications, workstations and system overrides, event log management and general systems operations reviews and correct note site maintenance conditions. Syserco has the highly specialized expertise needed for achieving optimal results to monitor the environmental factors such as temperature and humidity per hospital industry standards, in addition, Syserco has a demonstrated history of maintaining the required accreditations and compliance that healthcare providers must meet with these federal regulations reducing the risk of audit findings and ensuring the program's eligibility for reimbursement.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative

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Bulletin 600.3, Public Works Purchasing Department approved this Contractor on September 22, 2023.

On November 28, 2023, the Board of Supervisors approved Contract #76-649-3 with Syserco, Inc., in an amount not to exceed \$1,382,560 for the provision of preventive maintenance, repair and replacement services for automation components and sensors systems related to heating and air conditioning units located at CCRMC including general systems operational review and other site maintenance requirements, for the period November 1, 2023 through October 31, 2026.

Contractor will provide new retro-commissioning (RCx) services for CCRMC HVAC systems project. The RCx is a a cost-effective process to reduce energy and improve comfort without sacrificing environmental health and safety. These improvements will enable the hospital to systematically reduce energy usage, improve operational efficiency and HVAC equipment performance and lifespan, enhance safety and comfort of patients and staff and identify additional energy conservation measure (ECM)s to further reduce energy usage.

Approval of Contract Amendment #76-649-5 will allow Contractor to include RCx services for CCRMC's HVAC systems project through October 31, 2026.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract Amendment is not approved, CCRMC will not have access to HVAC repair services putting staff and patients' health at risk.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3693 Agenda Date: 9/9/2025 Agenda #:

C.115.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-882-1 with Kishore K. Chundru, 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 #76-882-1 with Kishore K. Chundru, M.D., an individual, in an amount not to exceed \$300,000, to provide radiology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from September 1, 2025 through August 31, 2027.

### **FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$300,000 over a two-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

### **BACKGROUND:**

Due to limited number of specialty providers available within the community, CCRMC and Health Centers rely on Contractors to provide necessary radiology specialty health services to their patients. This Contractor has been part of the CCRMC Provider Network providing these services and fostering a deep understanding of the CCHP organization, mission, values, and long-term objectives since September 1, 2024.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

In September 2024, the Purchasing Services Manager executed Contract #76-882 with Kishore K. Chundru, M.D., in an amount not to exceed \$150,000, for the provision of radiology services for CCRMC and Contra Costa Health Center for the period September 1, 2024 through August 31, 2025.

Approval of Contract #76-882-1 will allow the Contractor to continue to provide radiology services through August 31, 2027.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, CCRMC and Contra Costa Health Centers will not have access to radiology services which may delay services to patients.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3694 Agenda Date: 9/9/2025 Agenda #:

C.116.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #77-584-1 with Cain Behavioral Therapy, 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 #77-584-1 with Cain Behavioral Therapy, LLC, a limited liability company, in an amount not to exceed \$3,000,000, to provide behavioral health treatment (BHT) including applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2025 through June 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 BHT including ABA health care services. These services include but are not limited to; treatment plans to improve the functioning of CCHP members with pervasive development disorder or autism 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 BHT including ABA services fostering a deep understanding of the CCHP organizations, mission, values, and long-term objectives since July 1, 2023.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 18, 2023, the Board of Supervisors approved Contract #77-584, with Cain Behavioral Therapy, LLC, in an amount not to exceed \$400,000, for the provision of BHT including ABA services for CCHP members for the period July 1, 2023 through June 30, 2025.

Approval of Contract #77-584-1 will allow the Contractor to continue to provide BHT including ABA services to CCHP members and County recipients through June 30, 2027. This Contract is delayed due to the Division

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receiving the contract documents from the Contractor in June 2025.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved certain specialized behavioral health treatment including applied behavioral analysis 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 to CCHP members.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3695 Agenda Date: 9/9/2025 Agenda #:

C.117.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Agreement #78-066-1 with City of El Cerrito

⊠ 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 #78-066-1 with the City of El Cerrito, to pay the County an amount not to exceed \$112,930 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

Approval of this Agreement will allow the County to receive an amount not to exceed \$112,930 from the City of El Cerrito to provide homeless outreach services.

### **BACKGROUND:**

The CORE Program identifies and initiate contact with homeless individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, benefits, behavioral health and primary healthcare services throughout Contra Costa County. CORE teams serve as an entry point to County's Coordinated Entry System for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Team will assure the City of El Cerrito receives an annual minimum of 693 hours of service from the CORE Team under this Agreement.

On November 11, 2024, the Board of Supervisors approved #78-066 with City of El Cerrito, to pay the County an amount not to exceed \$108,822 to provide homeless outreach services for the CORE Program, for the period from July 1, 2024 through June 30, 2025.

Approval Agreement #78-066-1 will allow County to Continue to receive funds to provide CORE homeless outreach services for the City of El Cerrito through June 30, 2026. This Agreement includes a mutual indemnification provision to defend, indemnify and hold harmless both parties for any claims arising out of the performance of this Agreement. This Agreement was delayed due to ongoing negotiations with the City of El Cerrito and finalizing the Contract documents.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3696 Agenda Date: 9/9/2025 Agenda #:

C.118.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-475-215 with Angela Haick, LMFT

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract 74-475-215 with Angela Haick, LMFT, an individual, in an amount not to exceed \$260,000, to provide Medi-Cal specialty mental health services for beneficiaries in Contra Costa County ages eight (8) to seventy-five (75) years, for the period from October 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted expenditures of up to \$260,000 over 21-month period and will be funded by 30% Federal Medi-Cal, 30% State Mental Health Realignment, and 40% Contra Costa Health Plan Enterprise Fund II.

### **BACKGROUND:**

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves Contracts with individual, group and organizational providers to deliver these services.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Welfare and Institutions Code § 5775 et seq.; Welfare and Institutions Code §§ 14680-14685; California Code of Regulations (CCR), Title 9 § 1810.100 et seq. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

Approval of new Contract #74-475-215 will allow the Contractor to provide Medi-Cal specialty mental health services through June 30, 2027.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, there will be fewer mental health services available as the County solicits and engages an alternative Contractor, which could result in increased wait times for services.

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### **CHILDREN'S IMPACT STATEMENT:**

The recommendation supports the following children's outcomes: (1) Families that are Safe, Stable and Nurturing; and (2) Communities that are Safe and Provide a High Quality of Life for Children and Families.



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## Staff Report

File #: 25-3697 Agenda Date: 9/9/2025 Agenda #:

C.119.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #25-135 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 #25-135 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, in an amount not to exceed \$4,417,156, to provide rapid re-housing and homeless prevention services to individuals who are homeless or at risk of becoming homeless in Contra Costa County for the period from June 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted expenditures in an amount of \$4,417,156 over a two-year period and is funded 100% by the California Department of Housing and Community Development.

### **BACKGROUND:**

This Contract meets the social needs of County's population by providing rapid re-housing and homeless prevention services for adults who are at risk of or currently experiencing homelessness. 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.

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.

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 qualifications was posted on October 4, 2024 and closed on November 22, 2024. Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) was selected through the request for proposal process on February 21, 2025.

Approval of Contract #25-135 will allow the Contractor to provide rapid re-housing and homeless prevention services to adults in Contra Costa County through June 30, 2027. This Contract was delayed due to extended

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negotiations between the Contractor and Division.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County residents and families that are homeless or at risk of being homeless will not have access to contractor's support services.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3698 Agenda Date: 9/9/2025 Agenda #:

C.120.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-475-212 with Niloufar Tohidan, LMFT

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract 74-475-212 with Niloufar Tohidan, LMFT, an individual, in an amount not to exceed \$270,000, to provide Medi-Cal specialty mental health services for beneficiaries in Contra Costa County ages thirteen (13) and older, for the period from September 1, 2025 through June 30, 2027.

### **FISCAL IMPACT:**

Approval of this Contract will result in budgeted expenditures of up to \$270,000 over 22-month period and will be funded by 30% Federal Medi-Cal, 30% State Mental Health Realignment, and 40% Contra Costa Health Plan Enterprise Fund II.

### **BACKGROUND:**

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves Contracts with individual, group and organizational providers to deliver these services.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Welfare and Institutions Code § 5775 et seq.; Welfare and Institutions Code §§ 14680-14685; California Code of Regulations (CCR), Title 9 § 1810.100 et seq. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

Approval of new Contract #74-475-212 will allow the Contractor to provide Medi-Cal specialty mental health services through June 30, 2027.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, there will be fewer mental health services available as the County solicits and engages an alternative Contractor, which could result in increased wait times for services.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3698 C.120.

### **CHILDREN'S IMPACT STATEMENT:**

The recommendation supports the following children's outcomes: (1) Families that are Safe, Stable and Nurturing; and (2) Communities that are Safe and Provide a High Quality of Life for Children and Families.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3699 Agenda Date: 9/9/2025 Agenda #:

C.121.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #76-928 with Hans von Weiss, D.O.

⊠ 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 #76-928 with Hans von Weiss, D.O., an individual, in an amount not to exceed \$1,050,000, to provide dermatology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients, for the period September 1, 2025 through August 31, 2028.

### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$1,050,000 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 Health Centers rely on contractors to provide necessary dermatology specialty health services for their patients. Dermatology is the branch of medicine dealing with the skin. This is a new Contractor who will provide dermatology services, including but not limited to: clinic coverage, consultation, training, and medical and/or surgical procedures for CCRMC patients starting September 1, 2025.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

Under new Contract #76-928, Contractor will provide dermatology services at CCRMC and Contra Costa Health Centers for the period September 1, 2025 through August 31, 2028.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Contract is not approved, certain specialized dermatology services for CCRMC patients will not be provided and may cause a delay.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3700 Agenda Date: 9/9/2025 Agenda #:

C.122.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract #76-881-2 with Daniel Kim, 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 #76-881-2 with Daniel Kim, M.D., an individual, in an amount not to exceed \$530,000, to provide radiology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients, for the period September 1, 2025 through August 31, 2027.

### **FISCAL IMPACT:**

Approval of this Contract will result in contractual service expenditures of up to \$530,000 over a two-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 Health Centers rely on Contractors to provide necessary radiology specialty health services to their patients. Contractor has provided radiology services, including but not limited to: clinic coverage, consultation, training, and medical and/or surgical procedures and on-call coverage for CCRMC since September 2024. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

In September 2024, the Purchasing Services Manager executed Contract #76-881 with Daniel Kim, M.D., in an amount not to exceed \$150,000, for the provision of radiology services at CCRMC and Contra Costa Health Centers, for the period September 1, 2024 through August 31, 2025.

In August 2025, the Purchasing Services Manager executed Contract Amendment #76-881-1 with Daniel Kim, M.D., effective July 1, 2025, to increase the payment limit by \$35,000 to a new payment limit of \$185,000, for additional radiology services at CCRMC and Contra Costa Health Centers, with no change in the term.

Approval of Contract #76-881-2 will allow the Contractor to continue to provide radiology services at CCRMC and Contra Costa Health Centers through August 31, 2027.

File #: 25-3700 **Agenda Date: 9/9/2025** Agenda #:

C.122.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Contract is not approved, certain specialized radiology services for CCRMC patients will not be provided and may cause a delay.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3701 **Agenda Date: 9/9/2025** Agenda #:

C 123

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Contract Amendment #77-485-5 with Coffey Communications, 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 #77-485-5 with Coffey Communications, Inc., a corporation, effective September 1, 2025, to amend Contract #77-485-3 (as amended by Contract Amendment #77-485-4), for additional professional design, publication, distribution and technical assistance services in regard to the Contra Costa Health Plan (CCHP) Member Services Health Sense Newsletter with no change in the payment limit of \$1,700,000, and no change in the original term ending June 30, 2027.

#### **FISCAL IMPACT:**

Approval of this Contract Amendment will not result in additional expenditures and is funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

#### **BACKGROUND:**

Contractor provides consultation, technical assistance, and hosts an automated system for producing, printing, and mailing of the CCHP Member Services Health Sense Newsletter. Contractor produces three (3) issues per year and twelve (12) versions which includes current and critical health information pertaining to health education topics and services to comply with California state mandates. Contractor has been providing professional design, publication, and distribution of the Health Sense Newsletter and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since July 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. CCHP's Quality Management, Utilization Management and Contract Monitor Staff meet to ensure monitoring and performance measures in the Contract are upheld. A "Request for Proposal" (RFP) was conducted in which several vendors were evaluated. Coffey Communications, Inc., was selected as they were the sole provider in CCHP's service area that met all Medi-Cal Managed Care Plan mandated criteria required by the State of California Department of Managed Health Care (DMHC) and Department of Health Care Services (DHCS) to best inform, remind, and update CCHP members regarding new programs, health education topics and materials, new policies and any changes within CCHP. This Contractor was approved by the Public Works Department's Purchasing Division on May 21, 2024.

On June 25, 2024, the Board of Supervisors approved Contract #77-485-3 with Coffey Communications, Inc.,

File #: 25-3701 **Agenda Date:** 9/9/2025 Agenda #: C.123.

in an amount not to exceed \$1,200,000, for the provision of professional design, publication, distribution and technical assistance services in regard to the CCHP Member Services Health Sense Newsletter, for the period July 1, 2024 through June 30, 2027.

On April 28, 2025, the Board of Supervisors approved Contract Amendment #77-485-4 with Coffey Communications, Inc., effective May 1, 2025, to increase the payment limit by \$500,000 to a new payment limit of \$1,700,000, for additional professional design, publication, distribution and technical assistance services in regard to the CCHP Member Services Health Sense Newsletter with no change in the term.

Approval of Contract Amendment #77-485-5 will allow the Contractor to modify the rates to provide additional professional design, production and printing of Provider Directories for the CCHP Member Services Health Sense Newsletter through June 30, 2027.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract Amendment is not approved, CCHP members will not receive the updated Health Sense Newsletter and CCHP will be out of compliance with California state mandates.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3702 Agenda Date: 9/9/2025 Agenda #:

C.124.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

Report Title: Payment for Services by Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed \$26,244 to Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, for rapid rehousing and homeless prevention services provided to homeless adults and Transition Age Youth (TAY) on probation for the term 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 not to exceed \$26,244 funded 100% by Assembly Bill (AB) 109.

### **BACKGROUND:**

This Contract meets the social needs of the County's population by providing rapid rehousing and homeless prevention services for homeless adults and TAY on probation, which includes case management and housing navigation services. This Contractor was selected to provide services due to a history of positive housing outcomes, operational efficiency, and cost-effectiveness which makes them the most reliable choice to ensure project success. This Contractor has been fostering a deep understanding of the County's organizations, mission, values, and long-term objectives under this Contract since July 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. This Contractor was approved by the Public Works Department's Purchasing Division on February 2, 2025.

On September 10, 2024, the Board of Supervisors approved Contract #25-094-4 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$1,692,000 for the provision of housing support services including case management and housing navigation services for homeless individuals on probation for the period July 1, 2024 through June 30, 2025.

The Division received additional funds from AB 109 through County's Probation Department; however, the interdepartmental agreement was not executed in time to amend this Contract to increase the payment limit. The Division is requesting payment be made to cover the services provided in good faith. Contractor is entitled to payment for the reasonable value of their 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

File #: 25-3702 **Agenda Date: 9/9/2025** Agenda #: C.124.

provider does so to the benefit of the County, the Contractor is entitled to recover the reasonable value of those services. The Contractor has provided services at the request of the County after the original Contract payment limit had been reached. The Department cannot pay the Contractor for services rendered that exceed the contract limits. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$26,244.

### **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.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3703 Agenda Date: 9/9/2025 Agenda #:

C.125.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Agreement #72-142-2 with County of Santa Cruz

⊠ 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 #72-142-2 with the County of Santa Cruz, a political subdivision of the State of California, to pay the County of Santa Cruz (Host County) an annual participation fee based on the County's proportionate share percentage of expenditures for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Programs, for the period from July 1, 2025 through June 30, 2028.

### **FISCAL IMPACT:**

Approval of this Agreement will result in approximate budgeted expenditures not to exceed \$900,000 over a three-year period and will be funded 100% by County MAA/TCM funds.

### **BACKGROUND:**

MAA is a program which allows local governing agencies (LGA), including Contra Costa County, to receive federal reimbursement for activities necessary for the proper and efficient administration of the Medi-Cal State plan. TCM allows LGAs to receive federal funds for providing services which assist a Medi-Cal individual in a defined target population to gain access to needed medical, social, educational, and other services. To participate in the MAA and TCM programs, each LGA must pay a participation fee. The participation fee is paid to the "host" (County of Santa Cruz). The "host" County administers the supporting funds for the state program that oversees the MAA/TCM programs and for the activities of the LGA consortium. The "host" County invoices each participating LGA on an annual basis. The participation fee is calculated yearly from base year, claiming amounts for County-based MAA/TCM for each participating LGA.

On July 26, 2022, the Board of Supervisors approved Agreement #72-142-1 with the County of Santa Cruz in an amount not to exceed \$900,000 to provide MAA/TCM host county services for the period July 1, 2022 through June 30, 2025.

Approval of Agreement #72-142-2 will allow Host County to continue providing MAA/TCM Program services through June 30, 2028. This contract includes a mutual indemnification provision where both parties agree to indemnify, defend, and hold each other harmless from any claims arising from performance under the contract.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, County will not be a participant in the LGA consortium and will not receive

**File #:** 25-3703 **Agenda Date:** 9/9/2025 **Agenda #:** C.125.

the financial support needed to provide MAA/TCM services for County's Medi-Cal clients.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3704 Agenda Date: 9/9/2025 Agenda #:

C.126.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #72-240-1 with Contra Costa Community College District

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #72-240-1 with Contra Costa Community College District, to amend Contract #72-240, effective August 1, 2025, to provide additional clinical and medical services for Contra Costa Health's School-Based Health Clinics program, offer services at two more service locations within the District, and extend the termination date from October 1, 2026 to September 30, 2028.

### **FISCAL IMPACT:**

There is no fiscal impact for this action.

### **BACKGROUND:**

This Agreement was established to formalize a partnership between the County's Health Services Department (CCH) and Contractor to implement a no-cost human immunodeficiency virus (HIV) and sexually transmitted infections (STI) testing and education program on-site at each of three (3) community colleges. The mission of CCH HIV/STI Program is to prevent the spread of HIV and other STI and reduce the impact of these infections by coordinating countywide education, prevention, testing and care services. Services may include rapid testing for HIV, hepatitis C and syphilis; laboratory-based testing for gonorrhea and chlamydia, risk reduction and education, HIV Pre-exposure Prophylaxis (PrEP) outreach and education, free condoms and lubricants, and resources and direct linkage to access services with CCH.

On October 4, 2024 the Board of Supervisors approved Agreement #72-240 with Contra Costa Community College District for the County to provide HIV and Sexually Transmitted Infections testing and education at Diablo Valley College, Los Medanos College and Contra Costa Community College, for the period October 1, 2024 through October 1, 2026. The Agreement includes a mutual indemnification provision requiring both parties to indemnify, defend and hold harmless the other party against all claims and liabilities arising from performance under the contract.

Approval of Contract Amendment #72-240-1 will allow the County to provide additional clinical and medical services to five District locations now including Diablo Valley College-San Ramon and Los Medanos College-Brentwood locations through September 30, 2028.

### **CONSEQUENCE OF NEGATIVE ACTION:**

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3704 C.126.

If this Contract Amendment is not approved, Contra Costa Community College District will not be able to expand services or include additional locations to support the reduction in HIV and STI infection in the community.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3705 Agenda Date: 9/9/2025 Agenda #:

C.127.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

**Report Title:** Memorandum of Understanding #72-261 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 Memorandum of Understanding (MOU) #72-261 with the California Department of Public Health (CDPH), a government agency, to establish the California Epidemiologic Investigation Services (Cal-EIS) Fellowship Program with the County's Public Health Division for the period July 1, 2025 through June 30, 2029.

## **FISCAL IMPACT:**

There is no fiscal impact for this action.

### **BACKGROUND:**

The CDPH has established the Cal-EIS Fellowship program in accordance with California Health and Safety Code Section 131090, which states that the CDPH may provide consultant and advisory services and for the training of technical and professional personnel in educational institutions and field training centers. Therefore, the CDPH is authorized to establish a Fellowship Program with the County's Public Health Division. The goal of the fellowship program is for CDPH chosen fellows to engage in field experience and development of goals and objectives to achieve applied epidemiology competencies within the application of public health biostatistics/epidemiology established principles and practice. County's goal is to provide facilities and supervised experiential learning opportunities to program fellows including program participation, conference attendance, and practical instruction and the completion of the Cal-EIS Fellowship Program.

Approval of MOU #72-261 will allow the Contractor to assist in the development and implementation of the Cal-EIS Fellowship Program through June 30, 2029. This Agreement includes a mutual indemnification provision that requires parties to indemnify, defend and hold harmless the other party for claims arising from negligent or intentional actions of the indemnifying parting arising out of the performance of the Contract.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If this MOU is not approved, the County will not implement the Cal-EIS Fellowship Program through CDPH.

**Agenda Date:** 9/9/2025 File #: 25-3705 Agenda #: C.127.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3706 Agenda Date: 9/9/2025 Agenda #:

C.128.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract 77-084-5 with Harmony Healthcare, LLC (dba Harmony Home 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 #77-084-5 with Harmony Healthcare, LLC (dba Harmony Home Health), a limited liability company, in an amount not to exceed \$1,000,000, to provide home health care 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 \$1,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

### **BACKGROUND:**

CCHP has an obligation to provide certain home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Home health care services include but are not limited to intermittent skilled nursing, therapeutic, and rehabilitative care in patients' residences. 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 April 2017.

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. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 12, 2022, the Board of Supervisors approved Contract #77-084-4 with Harmony Healthcare, LLC (dba Harmony Home Health), in an amount not to exceed \$1,500,000, for the provision of home health care services for CCHP members and County recipients for the period August 1, 2022 through July 31, 2025.

Approval of Contract #77-084-5 will allow the Contractor to continue providing home health care services for CCHP members and County recipients through July 31, 2027. Contract delay was due to extended negotiations

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C.128.

between Contractor and Division.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain home health care 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

## Staff Report

File #: 25-3707 Agenda Date: 9/9/2025 Agenda #:

C.129.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

**Report Title:** Contract 27-979-6 with Enlight Consulting Co.

⊠ 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 #27-979-6 with Enlight Consulting Co., a corporation, in an amount not to exceed \$3,000,000, to provide primary care physician (PCP) 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 \$3,000,000 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 August 2016.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. 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 July 12, 2022, the Board of Supervisors approved Contract #27-979-5 with Enlight Consulting Co., in an amount not to exceed \$3,000,000, for the provision of PCP services for CCHP members and County recipients for the period August 1, 2022 through July 31, 2025.

Approval of Contract #27-979-6 will allow the Contractor to continue providing PCP services for CCHP members and County recipients through July 31, 2028. Contract delay was due to extended negotiation of Contract terms between Division and Contractor.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3707

C.129.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain plastic and reconstructive surgery 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

## Staff Report

File #: 25-3708 Agenda Date: 9/9/2025 Agenda #:

C.130.

**To:** Board of Supervisors

**From:** Dr. Grant Colfax, Health Services Director

Report Title: Contract 77-022-5 with California Center for Behavioral 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 #77-022-5 with California Center for Behavioral Health, a corporation, in an amount not to exceed \$300,000, to provide outpatient psychiatric 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 \$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 medical specialty services including outpatient psychiatric 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 June 2016.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. 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 May 10, 2022, the Board of Supervisors approved Contract #77-022-4 with California Center for Behavioral Health, in an amount not to exceed \$300,000, for the provision of outpatient psychiatric services for CCHP members and County recipients, for the period June 1, 2022 through May 31, 2025.

Approval of Contract #77-022-5 will allow the Contractor to continue providing outpatient psychiatric services for CCHP members and County recipients through May 31, 2028. Contract delay was due to extended negotiation of Contract terms between Division and Contractor.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3708

C.130.

## CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain outpatient psychiatric 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

## Staff Report

File #: 25-3709 Agenda Date: 9/9/2025 Agenda #:

C.131.

**To:** Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-729 with Glo's Independent Living 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 #74-729 with Glo's Independent Living LLC, a limited liability company, in an amount not to exceed \$1,584,450, to operate and provide interim housing services for homeless adults living with a behavioral health condition in West County, who are referred by the County's Behavioral Health Bridge Housing Program for the period September 1, 2025 through November 30, 2026.

### **FISCAL IMPACT:**

Approval of this Contract will result in annual budgeted expenditures of up to \$1,584,450 and will be funded 100% by Behavioral Health Bridge Housing revenues.

### **BACKGROUND:**

Contractor has been in business since 2019 and has operated recovery residences and room and board homes in West County since that time. They have successfully operated housing models for individuals experiencing homelessness and/or are living with serious behavioral health conditions. Contractor is deeply familiar with operating low-barrier programs under the Housing First model, which prioritizes providing housing to people experiencing homelessness. Contractor's current assets allow them to rapidly begin services upon contract execution to provide interim housing.

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. This Contractor was approved by the Public Works Department's Purchasing Division on March 18, 2025.

Approval of this new Contract #74-729 will allow the Contractor to provide services through November 30, 2026.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, there will be fewer interim housing services available for the homeless population in Contra Costa County who have mental health challenges.

**Agenda Date:** 9/9/2025 File #: 25-3709 Agenda #: C.131.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-36 C.132.	35 <b>Agenda Date:</b> 9/9/2025	Agenda #:
То:	Board of Supervisors	
From:	Marla Stuart, Employment and Human Services Director	
and the Social Eligibility Wo	Re-title the Social Services Program Assistant I (X0WD) classifications Services Program Assistant (X0SA) classification to Eligibility Worker III classification (represented), abolish the Employment and Histant (XQSN) classification, and reclassify incumbents and vacant program as the stant (XQSN) classification in the stant (XQ	orker II, establish the Iuman Services Program
⊠Recommenda	ation of the County Administrator   Recommendation of Board Commit	ttee

### **RECOMMENDATIONS:**

ADOPT Position Adjustment Resolution No. 26484 to retitle the Social Services Program Assistant I (X0WD) classification to Eligibility Worker I, and the Social Services Program Assistant (X0SA) classification to Eligibility Worker II, establish the Eligibility Worker III classification (represented), abolish the Employment and Human Services Program Integrity Assistant (XQSN) classification at salary plan and grade 255-1409 (\$6,645 - \$8,077) and reclassify incumbents and vacant positions to Eligibility Worker III within the Employment and Human Services Department.

### **FISCAL IMPACT:**

Approval of this item will result in cost increases of up to \$1,450,251 annually and for FY 25-26, this will be funded by 37.25% Federal, 48.24% State, 11.43% County, and 3.08% other funds (1991 Realignment).

### **BACKGROUND:**

Contra Costa County ("County") and the Service Employees International Union Local 1021 Rank and File Unit ("Union") have met and conferred over the establishment of a higher-level classification to the existing Social Services Program Assistant Classification. The County and the Union have agreed to the following:

- 1. Retitle the following classifications:
  - a. Social Services Program Assistant I (X0WD) to Eligibility Worker I
  - b. Social Services Program Assistant (X0SA) to Eligibility Worker II
- 2. Establish the Eligibility Worker III classification
- 3. The Eligibility Worker I classification and the Eligibility Worker II classification will remain flexibly staffed. The Eligibility Worker III will not be flexibly staffed.
- 4. Reclassify incumbent Employment and Human Services Program Integrity Assistants (XQSN) to Eligibility Worker III.

File #: 25-3635 **Agenda Date:** 9/9/2025 Agenda #: C.132.

- 5. Abolish the following existing classifications:
  - Eligibility Worker I (XHWA)\*
  - Eligibility Worker II (XHVA)\* b.
  - Eligibility Worker III (XHTB)\* c.
  - Employment and Human Services Program Integrity Assistant (XQSN) d.
  - Employment and Human Services Program Integrity Assistant-Proj (XQS3)

\*The County and the Union previously agreed to sunset the prior Eligibility Worker series and replace it with the Social Service Program Assistant classifications. An administrative action is in process to formally delete these classifications so that the Social Service Program Assistant series can assume the same title.

- 6. The probationary period for Eligibility Worker I (X0WD) will be nine months.
- 7. Effective July 1, 2025, the salary scale for Eligibility Worker III will be as follows: Step 1 \$96,068.70; Step 2 \$100,872.14; Step 3 \$105,915.75.

Incumbents will be placed in the appropriate classification, based on the assignments listed above. The above change will be effective on July 1, 2025.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Should the proposed action not be approved by the Board of Supervisors, the County would be unable to implement the classification changes that were mutually agreed upon with the Service Employees International Union (SEIU) Local 1021 through the meet-and-confer process.

### CHILDREN'S IMPACT STATEMENT:

This resolution supports four of Contra Costa County's community outcomes of the Children's Report Card',

- (1) "Children and Youth Healthy and Preparing for Productive Adulthood";
- (2) "Families that are Economically Self-Sufficient";
- (3) "Families that are Safe, Stable and Nurturing"; and
- (4) "Communities that are Safe and Provide a High Quality of Life for Children and Families"

## DRAFT ELIGIBILITY WORKER III

**Class Code: XXXX** 

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.

## **DEFINITION**

Under direction, independently performs a variety of technical, complex, and specialized duties in support of a variety of public assistance, medical, and/or employment programs; determines initial eligibility for three or more eligibility programs; assumes responsibility for assignments in the more complex programmatic areas of the work and/or provides lead direction, training, and work review to staff; reviews eligibility determinations and case actions to ensure work quality and adherence to applicable rules and regulations for all aid programs; troubleshoots and provides technical assistance and support on escalated cases requiring advanced knowledge of programmatic rules and regulations and system functionality; provides technical support and assistance to department eligibility staff and supervisors; and performs related work as assigned.

Although positions within the Eligibility Worker I and II classes are flexibly staffed; positions at the Eligibility Worker III level are filled via competitive recruitment.

## **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey-level classification in Eligibility Worker series responsible for performing the most complex work assigned to the series. Assignments may include determining initial eligibility for three or more programs, engaging with clients to identify barriers to self- sufficiency and developing plans to remove those barriers; providing enhanced information and referral services and working with clients to ensure that connections are made; coordinating client appointments with internal and external organizations; organizing or coordinating community outreach events, and/or providing lead direction and training to staff. Incumbents regularly work on tasks that are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

This class is distinguished from the higher level Supervisor in that the latter is the full supervisory-level class within the series responsible for planning, organizing, supervising, reviewing, and evaluating the work of assigned staff.

Receives direction from assigned supervisory and/or management personnel. Some positions exercise technical and functional direction over and provide training to less experienced staff.

### TYPICAL TASKS

Duties may include but are not limited to:

Performs a variety of technical, complex, and specialized duties in support of various and multiple public assistance, medical, and/or employment programs, requiring the interpretation, understanding,

- and appropriate application of department policies and procedures and all aid program rules and regulations.
- ➤ Provides consultation and lead direction to staff. Conducts formal and/or informal audits of case actions and eligibility determinations processed by eligibility staff; ensures the appropriate application of all aid program rules, regulations, and processing timeframes, and compliance with County and department policies and procedures; computes and verifies the accuracy of grants, entitlements, and/or medical cost-sharing provisions.
- > Schedules appointments and conducts interactive, fact-gathering interviews; interprets and explains program rules and regulations governing eligibility, grants, processing timeframes, methods of payment, and legal rights and responsibilities to applicants and recipients.
- > Serves as subject matter expert and escalation point on eligibility programs' policies, processes and procedures for designated staff.
- ➤ Identifies discrepancies in information reported by clients and/or actions taken by eligibility staff; secures documentation, records, and confirmation/verification from case files and other entities; evaluates cases for potential fraud and/or worker errors; reports to supervisor or investigations staff as required.
- ➤ Prepares a variety of correspondence, periodic and special reports, including case audit findings, error trends, and recommendations for improvement for supervisory review.
- ➤ Requests, records, reviews, and evaluates demographic, financial, and asset verification obtained from applicants and recipients and outside sources; enters and processes data into automated system(s) to determine/review initial/ongoing eligibility and grant entitlements within established timeframes; reviews and ensures the accuracy of the eligibility results, including eligible household members, budgets, and entitlements; identifies any errors in eligibility/grants and troubleshoots and modifies entries to ensure accurate eligibility determinations.
- Processes assigned tasks and case actions, and/or maintains a complex and/or confidential client caseload; ensures appropriate action is taken on reported information/changes in circumstances, voluntary and mandated intermittent and annual reporting, and requests for additional and/or modified programs/services according to program rules and regulations, and timeframes for processing.
- ➤ Provides courteous customer service, and accurate information related to department programs/services, eligibility, community resources, and other related requests.
- > Coordinates with internal and external agencies to communicate, receive, and verify information, including verification of income/assets, household demographics, time on aid, and inter-county transfers.
- Attends meetings, conferences, workshops, and training sessions; reviews publications and related material to become and remain current on programs, regulations, policies, procedures, and new developments related to all eligibility programs.
- Maintains accurate and detailed records, files, and notes related to case actions and client interactions; updates information, researches discrepancies, and performs data entry; maintains confidential client documentation.
- > Performs other related duties as assigned.
- > Conducts in-person participant interviews in specialized case review assignments and validates or completes participant supplied data in an online computer system as needed
- Conducts group orientations, training sessions, job search workshops and/or job search counseling
- Provides enhanced information and assistance and/or refers participants and the general public to appropriate county or community services and works with the public and private agencies to develop community resources

## **MINIMUM QUALIFICATIONS**

## **Education and Experience:**

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

#### Education:

Possession of a high school diploma, GED equivalency or a high school proficiency certificate.

### Experience:

Four (4) years of increasingly responsible experience determining initial and/or ongoing eligibility for multiple public assistance, medical, and/or employment programs at a level equivalent to the Contra Costa County's class of Eligibility Worker II, with demonstrated competence accurately applying multiple program rules and regulations and identifying and resolving errors and discrepancies in case actions, eligibility determinations, and system output.

### Licenses and Certifications:

➤ Some positions may require possession of a valid California Driver's License, to be maintained throughout employment.

### KNOWLEDGE, SKILLS AND ABILITIES

## **Knowledge of:**

- ➤ County and department programs, goals, policies, and procedures.
- Principles of providing functional direction, coaching, and training.
- > Principles and practices of leadership.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility, including those governing eligibility determination for diverse public assistance, medical, and employment programs.
- > Rules, regulations, policies, and standards related to the evaluation and audit of eligibility determinations and case actions for multiple programs.
- Review and assessment techniques to identify quality assurance issues.
- > Principal sources of information required to establish initial eligibility for various/multiple public assistance, medical, and employment programs.
- Methods and techniques to assist and support clients working toward self-sufficiency.
- > Principles and techniques of effective interviewing and information gathering.
- > Conflict resolution techniques
- > Basic arithmetic.
- > Record-keeping principles and procedures.
- County, department, and community service providers and resources.
- > Record-keeping principles and procedures.
- ➤ The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- > Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

### **Ability to:**

- Accurately perform specialized, and technical eligibility work using discretion and independent judgment.
- Effectively provide staff leadership and work direction.

- Train others in work procedures, processes, and technical skill.
- > Conduct detailed and precise case reviews and audits based on various programs' rules and regulations.
- Participate in implementing goals, objectives, practices, policies, procedures, and work standards.
- > Effectively represent the department and the County in meetings with governmental agencies; community groups; regulatory organizations; and in meetings with individuals.
- Provide program services to clients with diverse needs in a sensitive manner.
- Understand, interpret, explain, and apply all applicable federal, state, and local laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- ➤ Gather, record, and accurately evaluate information and data necessary to determine eligibility for various public assistance, medical, and employment programs.
- Perform accurate arithmetic calculations and ensure the accuracy of grant entitlements.
- Provide appropriate and accurate information, resources, and referrals.
- ➤ Maintain confidentiality of sensitive personal information and other matters affecting prospective and/or current applicants.
- > Prepare clear and concise reports, correspondence, case review documentation, and other written materials.
- Maintain accurate files and records.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks,
- > Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- ➤ Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

### Established:



This form is to be completed for midyear Position Adjustment Requests, for consideration <u>outside the County's annual budget development process</u>, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMI	ENT REQUEST						
Agency and De	ept Name: CCA19 Empl	oyment and Huma	n Services	Dept No(s).	/arious Org No	o(s). Various	
Action Type: O	ther	Net FTE Cha	Change: 0.00 Proposed Effective Date: 07/01/2025				
Action Reques	sted:						
classification to Eli	Services Program Assistant I gibility Worker II, establish the Assistant (XQSN) classification es Department.	e Eligibility Worker III clands, and reclassify incum	assification (repi bents and vacar	resented), abolish ti nt positions to Eligib	he Employment a illity Worker III wit	nd Human Services hin the Employment	
Fiscal Impact:	_			nal sheet for furth	-	r comments.	
	Department's Budget:	∐Yes	Total One-Ti	me Cost: \$ 0.00	)		
	ost: \$ 1,450,251.00		II. COU	NTY ADMINISTR	ATOR REVIEW		
Total this FY: Net County Co	\$ 1,450,251.00 PST: \$ 165,887.00		PAR No. 26	484			
NCC this FY:	\$ 165,887.00		Comments:				
Source of Fund	ding: 37.25% Federal, 48.24	% State, 3,08% Other	Released to HR for further study/review				
	(1991 Realignment), ar	nd 11.43% County			•		
Marla Stuart,	EHSD Director	08/01/2025	Kaitlyn Je	effus		08/05/2025	
(for) Depa	artment Head	Date	(for	r) County Adminis	strator	Date	
III. HUMAN RI	ESOURCES (HR) REVIEW	//RECOMMENDATION	ON				
	Human Resources:	VAL			Date:		
	ADMINISTRATOR APPRO		Yes	] No	Λ		
	or N/A, CAO Recommend				Α		
BOS Appro	oval Required: 🗹 Yes	No					
Effective:	Day following Board	Approval	Kaitlyn	Jeffus		08/07/2025	
	<b>✓</b> Date: <u>07/01/2025</u>		(for	r) County Admin	istrator	Date	
V. BOARD OF	SUPERVISORS ACTION						
Adjustmer	nt Resolution: ADOF	PTED OTHER A	CTION:				
	no, Clerk of the Board of	Supervisors	•				
and Count	y Administrator		Date:				

358 358									
CURRENT	DEPT ID	ORG	EMPLID	CURREN	CURRENT CLASSIFICATION	PROPOSED NEW			
POSITION 00019430	0504	5455	80654	T JOB	Con Cua Dragram Assistant	CLASSIFICATION			
00019430	0504	5455 5455	94656		Soc Svc Program Assistant	Eligibility Worker II			
					Soc Svc Program Assistant	Eligibility Worker II			
00004299	0504	5455	Vacant		Social Service Program Asst I	Eligibility Worker I			
00004517	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00004540	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00004708	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00004711	0504	5452		X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00004712	0504	5452		X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00004829	0504	5452		X0WD	Social Service Program Asst I	Eligibility Worker I			
00004872	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00005137	0504	5452	61057		Soc Svc Program Assistant	Eligibility Worker II			
00005145	0504	5452	91619		Soc Svc Program Assistant	Eligibility Worker II			
00005157	0504	5452	82532		Soc Svc Program Assistant	Eligibility Worker II			
00005158	0504	5455	96598	X0WD	Social Service Program Asst I	Eligibility Worker I			
00005164	0504	5452	80908	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005175	0504	5452	80232	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005207	0504	5452	95536	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005214	0504	5452	83177	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005218	0504	5452	78987	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005228	0504	5452	96160	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00005239	0504	5452	96082	X0WD	Social Service Program Asst I	Eligibility Worker I			
00006317	0504	5455	96596	X0WD	Social Service Program Asst I	Eligibility Worker I			
00006327	0504	5452	83172	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00006330	0504	5455	89979	X0WD	Social Service Program Asst I	Eligibility Worker I			
00006332	0504	5452	75169	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00006442	0504	5455	96594	X0WD	Social Service Program Asst I	Eligibility Worker I			
00006986	0504	5452	92652	X0WD	Social Service Program Asst I	Eligibility Worker I			
00010176	0504	5455	96601	X0WD	Social Service Program Asst I	Eligibility Worker I			
00010179	0504	5455	Vacant	X0WD	Social Service Program Asst I	Eligibility Worker I			
00010181	0504	5452	79417	X0SA	Soc Svc Program Assistant	Eligibility Worker II			
00010622	0504	5455	89985		Soc Svc Program Assistant	Eligibility Worker II			
00010641	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00010643	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00010650	0504	5455		XOSA	Soc Svc Program Assistant	Eligibility Worker II			
00010050	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00010037	0504	5455	74935		Soc Svc Program Assistant	Eligibility Worker II			
00010073	0504	5452		XOSA	Soc Svc Program Assistant	Eligibility Worker II			
00010082	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00010927	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
					o o	0 ,			
00012248	0504	5452	93982		Soc Svc Program Assistant	Eligibility Worker II			
00012250	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I			
00012260	0504	5452		X0WD	Social Service Program Asst I	Eligibility Worker I			
00012480	0504	5455	93981		Soc Svc Program Assistant	Eligibility Worker II			
00012491	0504	5455	94652		Soc Svc Program Assistant	Eligibility Worker II			
00012496	0504	5452		X0WD	Social Service Program Asst I	Eligibility Worker I			
00012511	0504	5455	96332	X0WD	Social Service Program Asst I	Eligibility Worker I			

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CURRENT	DEPT ID	ORG	EMPLID	CURREN	CURRENT CLASSIFICATION	PROPOSED NEW
POSITION	DEPTID	UKG	EMPLID	T JOB	CURRENT CLASSIFICATION	CLASSIFICATION
00012768	0504	5455	95579	X0WD	Social Service Program Asst I	Eligibility Worker I
00012791	0504	5455	95608	X0WD	Social Service Program Asst I	Eligibility Worker I
00012793	0504	5452	95600	X0WD	Social Service Program Asst I	Eligibility Worker I
00012796	0504	5452	81401	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00012797	0504	5455	96336	X0WD	Social Service Program Asst I	Eligibility Worker I
00012828	0504	5452	82578	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00012829	0504	5455	96634	X0WD	Social Service Program Asst I	Eligibility Worker I
00012968	0504	5452	95582	X0WD	Social Service Program Asst I	Eligibility Worker I
00012969	0504	5455	95606	X0WD	Social Service Program Asst I	Eligibility Worker I
00012970	0504	5455	94675	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00013280	0504	5455	96608	X0WD	Social Service Program Asst I	Eligibility Worker I
00013431	0504	5452	94673	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00013433	0504	5452	90277	X0WD	Social Service Program Asst I	Eligibility Worker I
00013789	0504	5455	45807	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00013797	0504	5455	Vacant		Social Service Program Asst I	Eligibility Worker I
00014419	0504	5452	95573	X0WD	Social Service Program Asst I	Eligibility Worker I
00014501	0504	5455	96331	X0WD	Social Service Program Asst I	Eligibility Worker I
00014504	0504	5455	92554	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00014507	0504	5452	79045	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00014509	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00014518	0504	5452	81719		Soc Svc Program Assistant	Eligibility Worker II
00014526	0504	5455	79879		Soc Svc Program Assistant	Eligibility Worker II
00014528	0504	5455	80906		Soc Svc Program Assistant	Eligibility Worker II
00014531	0504	5452	Vacant		Soc Svc Program Assistant	Eligibility Worker II
00014532	0504	5452	Vacant		Soc Svc Program Assistant	Eligibility Worker II
00014534	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I
00014535	0504	5452	78350		Soc Svc Program Assistant	Eligibility Worker II
00014847	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I
00015295	0504	5455	93559		Soc Svc Program Assistant	Eligibility Worker II
00015297	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I
00015347	0504	5455	78972		Soc Svc Program Assistant	Eligibility Worker II
00015348	0504	5455	82039		Soc Svc Program Assistant	Eligibility Worker II
00015349	0504	5452	92547		Soc Svc Program Assistant	Eligibility Worker II
00015350	0504	5455	78960		Soc Svc Program Assistant	Eligibility Worker II
00015351	0504	5455	83164		Soc Svc Program Assistant	Eligibility Worker II
00015353	0504	5455	Vacant		Soc Svc Program Assistant	Eligibility Worker II
00015372	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I
00015374	0504	5455	78733		Soc Svc Program Assistant	Eligibility Worker II
00015375	0504	5455	78687		Soc Svc Program Assistant	Eligibility Worker II
00015376	0504	5455	75667		Soc Svc Program Assistant	Eligibility Worker II
00015370	0504	5455	92580		Soc Svc Program Assistant	Eligibility Worker II
00015379	0504	5455	81322		Soc Svc Program Assistant	Eligibility Worker II
00015300	0504	5452		X0WD	Social Service Program Asst I	Eligibility Worker I
00015414	0504	5455		X0WD	Social Service Program Asst I	Eligibility Worker I
00015425	0504	5452	92545		Soc Svc Program Assistant	Eligibility Worker II
00015930	0504	5455	94674		Soc Svc Program Assistant	Eligibility Worker II
00016249	0504	5452	93996		Soc Svc Program Assistant	Eligibility Worker II
00010200	0304	3432	93990	AUSA	300 300 Flogram Assistant	Eligibility Worker II

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CURRENT	DEPT ID	ORG	EMPLID	CURREN	CURRENT CLASSIFICATION	PROPOSED NEW
POSITION	DEFTID	ONG	LIVIFLID	T JOB	CORRENT CLASSII ICATION	CLASSIFICATION
00016258	0504	5455	96325	X0WD	Social Service Program Asst I	Eligibility Worker I
00016269	0504	5452	93986	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00016869	0504	5455	93868	X0WD	Social Service Program Asst I	Eligibility Worker I
00018161	0504	5455	95223	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00018164	0504	5455	96335	X0WD	Social Service Program Asst I	Eligibility Worker I
00018165	0504	5455	82494	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00018166	0504	5455	81077	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00018167	0504	5455	79825	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00018170	0504	5455	94069	X0WD	Social Service Program Asst I	Eligibility Worker I
00018172	0504	5455	79202	X0WD	Social Service Program Asst I	Eligibility Worker I
00018175	0504	5455	95578	X0WD	Social Service Program Asst I	Eligibility Worker I
00019101	0504	5452	92544	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019177	0504	5455	92542	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019178	0504	5452	75278	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019179	0504	5452	88934	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019180	0504	5452	77719	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019181	0504	5452	79245	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019182	0504	5452	77722	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019183	0504	5452	64887	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019184	0504	5452	72264	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019185	0504	5452	70270	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019187	0504	5452	90816		Soc Svc Program Assistant	Eligibility Worker II
00019189	0504	5452	83635		Soc Svc Program Assistant	Eligibility Worker II
00019190	0504	5452	82871		Soc Svc Program Assistant	Eligibility Worker II
00019192	0504	5452	91319		Soc Svc Program Assistant	Eligibility Worker II
00019193	0504	5452	78723		Soc Svc Program Assistant	Eligibility Worker II
00019194	0504	5452	82907		Soc Svc Program Assistant	Eligibility Worker II
00019195	0504	5452	92541		Soc Svc Program Assistant	Eligibility Worker II
00019196	0504	5452		X0WD	Social Service Program Asst I	Eligibility Worker I
00019198	0504	5452	78357		Soc Svc Program Assistant	Eligibility Worker II
00019199	0504	5452	Vacant		Social Service Program Asst I	Eligibility Worker I
00019200	0504	5452	91594		Soc Svc Program Assistant	Eligibility Worker II
00019203	0504	5455	92540		Soc Svc Program Assistant	Eligibility Worker II
00019205	0504	5452	93551		Soc Svc Program Assistant	Eligibility Worker II
00019206	0504	5452	92537		Soc Svc Program Assistant	Eligibility Worker II
00019207	0504	5452	92536		Soc Svc Program Assistant	Eligibility Worker II
00019209	0504	5455	82512		Soc Svc Program Assistant	Eligibility Worker II
00019210	0504	5452	92533		Soc Svc Program Assistant	Eligibility Worker II
00019211	0504	5452	92532		Soc Svc Program Assistant	Eligibility Worker II
00019211	0504	5455	92530		Soc Svc Program Assistant	Eligibility Worker II
00019214	0504	5455	92529		Soc Svc Program Assistant	Eligibility Worker II
00019214	0504	5452	92525		Soc Svc Program Assistant	Eligibility Worker II
00019217	0504	5455	91922		Soc Svc Program Assistant	Eligibility Worker II
00019217	0504	5452	82630		Soc Svc Program Assistant	Eligibility Worker II
00019219	0504	5452	89200		Soc Svc Program Assistant	Eligibility Worker II
00019219	0504	5452	79401		Soc Svc Program Assistant	Eligibility Worker II
00019220	0504	5452	77980		Soc Svc Program Assistant	Eligibility Worker II
000 19222	0304	3432	11900	AUSA	300 3vc Flogram Assistant	Eligibility Worker II

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CURRENT	L	I		CURREN		PROPOSED NEW
POSITION	DEPT ID	ORG	EMPLID	T JOB	CURRENT CLASSIFICATION	CLASSIFICATION
00019224	0504	5452	82068	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019225	0504	5452	60543	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019226	0504	5452	78849	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019227	0504	5452	91588	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019228	0504	5452	91329	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019229	0504	5452	90078	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019231	0504	5452	91621	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019232	0504	5452	74946	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019233	0504	5452	83174	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019234	0504	5452	81135	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019236	0504	5452	75281	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019237	0504	5452	78743	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019238	0504	5455	91425	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019239	0504	5452	93630	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019240	0504	5452	93579	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019243	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019244	0504	5452	89505	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019245	0504	5452	78343	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019246	0504	5452	89163	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019249	0504	5452	93549	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019250	0504	5452	93544	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019253	0504	5452	63476	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019254	0504	5452	75685	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019255	0504	5452	90131	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019256	0504	5452	91196	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019257	0504	5452	63567	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019259	0504	5455	96621	X0WD	Social Service Program Asst I	Eligibility Worker I
00019268	0504	5452	78936	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019269	0504	5455	96603	X0WD	Social Service Program Asst I	Eligibility Worker I
00019270	0504	5452	91187	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019271	0504	5452	90133	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019272	0504	5455	96341	X0WD	Social Service Program Asst I	Eligibility Worker I
00019273	0504	5455	89686	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019274	0504	5452	68110	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019275	0504	5452	90511	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019277	0504	5452	75284	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019283	0504	5452	79873	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019284	0504	5452	45487	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019285	0504	5452	81356	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019287	0504	5452	70055	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019288	0504	5452	88935	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019290	0504	5452	88324	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019292	0504	5452	69347		Soc Svc Program Assistant	Eligibility Worker II
00019298	0504	5452	78965		Soc Svc Program Assistant	Eligibility Worker II
00019299	0504	5452	90155		Soc Svc Program Assistant	Eligibility Worker II
00019300	0504	5452	83733		Soc Svc Program Assistant	Eligibility Worker II
00019301	0504	5452	91330		Soc Svc Program Assistant	Eligibility Worker II
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CURRENT POSITION	DEPT ID	ORG	EMPLID CURREN T JOB	CURRENT CLASSIFICATION	PROPOSED NEW CLASSIFICATION
00019302	0504	5452	69489 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019304	0504	5452	82386 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019306	0504	5452	56680 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019307	0504	5452	68299 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019308	0504	5452	90127 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019309	0504	5452	90813 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019310	0504	5452	82098 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019311	0504	5452	89216 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019312	0504	5452	82927 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019313	0504	5452	91597 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019314	0504	5452	90812 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019315	0504	5452	88299 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019316	0504	5452	72266 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019317	0504	5452	89931 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019318	0504	5452	70437 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019320	0504	5452	69062 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019321	0504	5452	81681 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019322	0504	5452	90577 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019323	0504	5452	Vacant X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019324	0504	5452	88862 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019325	0504	5452	88764 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019326	0504	5452	81195 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019327	0504	5452	63457 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019333	0504	5452	78693 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019335	0504	5452	79105 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019336	0504	5452	Vacant X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019337	0504	5452	91628 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019338	0504	5452	79114 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019339	0504	5452	88837 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019340	0504	5452	89295 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019341	0504	5452	90147 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019342	0504	5452	90525 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019347	0504	5455	93062 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019348	0504	5455	80606 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019349	0504	5455	79037 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019350	0504	5455	72547 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019352	0504	5455	74951 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019354	0504	5455	90137 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019358	0504	5455	89501 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019359	0504	5455	89930 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019361	0504	5455	88890 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019362	0504	5455	91167 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019363	0504	5455	86699 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019364	0504	5455	93069 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019366	0504	5455	68579 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019368	0504	5455	73236 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019370	0504	5455	81394 X0SA	Soc Svc Program Assistant	Eligibility Worker II
22310010	300 .	3 100	0.0017.007	222 270 i rogiam / toolotam	Ligibility Worker II

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POSITION	DEPT ID	ORG	-MPIII)	I JOB	CURRENT CLASSIFICATION	CLASSIFICATION
00019371	0504	5455	96605 X	K0WD	Social Service Program Asst I	Eligibility Worker I
00019372	0504	5455	89472 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019374	0504	5455	93051 >	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019376	0504	5455	96329 X	K0WD	Social Service Program Asst I	Eligibility Worker I
00019378	0504	5455	91169 >	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019379	0504	5455	76957 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019381	0504	5455	90115 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019382	0504	5455	91171 >	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019383	0504	5455	80575 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019384	0504	5455	92083 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019385	0504	5455	92088 >	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019386	0504	5455	88623 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019388	0504	5455	Vacant X	K0WD	Social Service Program Asst I	Eligibility Worker I
00019389	0504	5455	82577 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019390	0504	5455	85036 X	K0SA	Soc Svc Program Assistant	Eligibility Worker II
00019393	0504	5455	77363 X		Soc Svc Program Assistant	Eligibility Worker II
00019395	0504	5455	93573 >		Soc Svc Program Assistant	Eligibility Worker II
00019396	0504	5455	93580 >		Soc Svc Program Assistant	Eligibility Worker II
00019398	0504	5455	93554 >		Soc Svc Program Assistant	Eligibility Worker II
00019399	0504	5455	Vacant X		Soc Svc Program Assistant	Eligibility Worker II
00019407	0504	5455	87080 X		Soc Svc Program Assistant	Eligibility Worker II
00019413	0504	5455	88305 X		Soc Svc Program Assistant	Eligibility Worker II
00019414	0504	5455	91202 >		Soc Svc Program Assistant	Eligibility Worker II
00019415	0504	5455	90562 >		Soc Svc Program Assistant	Eligibility Worker II
00019416	0504	5455	91166 ×		Soc Svc Program Assistant	Eligibility Worker II
00019418	0504	5455	79254 X		Soc Svc Program Assistant	Eligibility Worker II
00019419	0504	5455	83560 >		Soc Svc Program Assistant	Eligibility Worker II
00019420	0504	5455	91624 >		Soc Svc Program Assistant	Eligibility Worker II
00019421	0504	5455	90140 >		Soc Svc Program Assistant	Eligibility Worker II
00019421	0504	5455	96606 >		Social Service Program Asst I	Eligibility Worker I
00019428	0504	5455	96324 >		Social Service Program Asst I	Eligibility Worker I
00019429	0504	5455	90151 >		Soc Svc Program Assistant	Eligibility Worker II
00019429	0504	5455	90138 ×		Soc Svc Program Assistant	Eligibility Worker II
00019431	0504	5455	90578 >		Soc Svc Program Assistant	Eligibility Worker II
00019432	0504	5455	93833 >		Social Service Program Asst I	Eligibility Worker I
00019434	0504	5455	96321 ×		9	
00019435	0504	5455	95588 >		Social Service Program Asst I	Eligibility Worker I
00019435	0504 0504	5455 5455	Vacant X		Social Service Program Asst I	Eligibility Worker I
	0504 0504	5455			Social Service Program Asst I	Eligibility Worker I
00019437			95601 ×		Social Service Program Asst I	Eligibility Worker I
00019438	0504	5455 5455	95602 X		Social Service Program Asst I	Eligibility Worker I
00019440	0504	5455	95605 X		Social Service Program Asst I	Eligibility Worker I
00019441	0504	5455	95574 ×		Social Service Program Asst I	Eligibility Worker I
00019442	0504	5455	95568 ×		Social Service Program Asst I	Eligibility Worker I
00019443	0504	5455	82490 >		Soc Svc Program Assistant	Eligibility Worker II
00019444	0504	5455	Vacant X		Soc Svc Program Assistant	Eligibility Worker II
00019445	0504	5455	83595 ×		Soc Svc Program Assistant	Eligibility Worker II
00019446	0504	5455	82504 X	KUSA	Soc Svc Program Assistant	Eligibility Worker II

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CURRENT POSITION	DEPT ID	ORG	EMPLID CURREN T JOB	CURRENT CLASSIFICATION	PROPOSED NEW CLASSIFICATION
00019447	0504	5455	Vacant X0WD	Social Service Program Asst I	Eligibility Worker I
00019448	0504	5455	72107 X0WD	Social Service Program Asst I	Eligibility Worker I
00019449	0504	5455	96636 X0WD	Social Service Program Asst I	Eligibility Worker I
00019450	0504	5455	94568 X0WD	Social Service Program Asst I	Eligibility Worker I
00019451	0504	5455	95571 X0WD	Social Service Program Asst I	Eligibility Worker I
00019452	0504	5455	96323 X0WD	Social Service Program Asst I	Eligibility Worker I
00019454	0504	5455	83585 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019455	0504	5455	91203 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019456	0504	5455	76782 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019457	0504	5455	81371 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019458	0504	5455	83573 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019459	0504	5455	90116 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019460	0504	5455	92820 X0WD	Social Service Program Asst I	Eligibility Worker I
00019461	0504	5455	89284 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019462	0504	5455	91614 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019464	0504	5455	91204 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019467	0504	5455	79043 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019468	0504	5455	Vacant X0WD	Social Service Program Asst I	Eligibility Worker I
00019469	0504	5455	74722 X0WD	Social Service Program Asst I	Eligibility Worker I
00019470	0504	5455	84480 X0WD	Social Service Program Asst I	Eligibility Worker I
00019471	0504	5455	95545 X0WD	Social Service Program Asst I	Eligibility Worker I
00019472	0504	5455	95587 X0WD	Social Service Program Asst I	Eligibility Worker I
00019473	0504	5455	95603 X0WD	Social Service Program Asst I	Eligibility Worker I
00019474	0504	5455	92599 X0WD	Social Service Program Asst I	Eligibility Worker I
00019475	0504	5455	96328 X0WD	Social Service Program Asst I	Eligibility Worker I
00019476	0504	5455	96327 X0WD	Social Service Program Asst I	Eligibility Worker I
00019477	0504	5455	95575 X0WD	Social Service Program Asst I	Eligibility Worker I
00019478	0504	5455	92239 X0WD	Social Service Program Asst I	Eligibility Worker I
00019479	0504	5455	95584 X0WD	Social Service Program Asst I	Eligibility Worker I
00019480	0504	5455	96083 X0WD	Social Service Program Asst I	Eligibility Worker I
00019482	0504	5455	96081 X0WD	Social Service Program Asst I	Eligibility Worker I
00019483	0504	5455	91383 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019484	0504	5455	69349 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019485	0504	5455	77720 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019486	0504	5455	76860 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019487	0504	5455	75266 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019492	0504	5455	93542 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019493	0504	5455	90139 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019494	0504	5455	77859 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019495	0504	5455	95590 X0WD	Social Service Program Asst I	Eligibility Worker I
00019496	0504	5455	78710 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019498	0504	5455	96597 X0WD	Social Service Program Asst I	Eligibility Worker I
00019499	0504	5456	92089 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019500	0504	5455	96333 X0WD	Social Service Program Asst I	Eligibility Worker I
00019501	0504	5456	92091 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019502	0504	5456	92114 X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019503	0504	5456	74361 X0SA	Soc Svc Program Assistant	Eligibility Worker II

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CURRENT POSITION	DEPT ID	ORG	EMPLID	CURREN T JOB	CURRENT CLASSIFICATION	PROPOSED NEW CLASSIFICATION
00019504	0504	5456	87330	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019505	0504	5456	91382	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019506	0504	5456	83631	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019507	0504	5455	96326	X0WD	Social Service Program Asst I	Eligibility Worker I
00019508	0504	5456	70053	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019509	0504	5456	90146	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019510	0504	5456	53645	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00004536	0504	5452	94654	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00004606	0504	5452	94664	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00013434	0504	5452	94651	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00016859	0504	5455	89735	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00004925	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00005149	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00012186	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00014510	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00015938	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019186	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019204	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019208	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019221	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019235	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019242	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019248	0504	5452	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019353	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019377	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019387	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019481	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019497	0504	5455	Vacant	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019247	0504	5452	72978	X0SA	Soc Svc Program Assistant	Eligibility Worker II
00019466	0504	5455	75694	X0SA	Soc Svc Program Assistant	Eligibility Worker II

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100011273	CURRENT	DEDTID	ODC	CURREN	CURRENT OF ACCIDICATION	CURRENT	FY 25/26	PROPOSED NEW	PROPOSED NEW	PROPOSED NEW	PROPOSED NEW MONTHLY
00014726   0054   5466   7834   XSBN   Program Integrity Asst   5 8,077,14   XDNA   Eligibility Worker III   2 8,406.01   00016200   0054   5465   Vacant XHTB   Eligibility Worker III   1 8,005.64   00004000   0054   5452   Vacant XHTB   Eligibility Worker III   1 8,005.64   00004000   0054   0055   Vacant XHTB   Eligibility Worker III   1 8,005.64   00004000   0055	POSITION	DEPTID	UKG	T JOB	CURRENT CLASSIFICATION	STEP	MONTHLY	JOB CODE	CLASSIFICATION	STEP	SALARY
00014226   0564   5456   7721 XOSN   Els Program Integrity Asst   5 8,077.14   XONA   Eligibity Worker III   1 8,005.64   0004000   0564   5452   Vacant XHTB   Eligibity Worker III   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0004007   0564   5452   Vacant XHTB   Eligibity Worker III   1 8,005.64   0004007   0564   5452   Vacant XHTB   Eligibity Worker III   1 8,005.64   0004007   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005111   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005114   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005114   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005114   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005114   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005168   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005168   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005168   0564   5452   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005169   0564   0565   Vacant XOSA   Soc ®vc Program Assistant   1 6,482.61   XINA   Eligibity Worker III   1 8,005.64   0005169   0565	00014724	0504	5456	80917 XQSN	EHS Program Integrity Asst	5	8,077.14	X0NA	Eligibility Worker III		8,406.01
0.0016204   0.004   0.0054	00014725	0504	5456	78340 XQSN	EHS Program Integrity Asst	5	8,077.14	X0NA	Eligibility Worker III	;	2 8,406.01
0001696   0004   0542   Vacant XHTB   Eligibility Worker III	00014726	0504	5456	77721 XQSN	EHS Program Integrity Asst	5	8,077.14	X0NA	Eligibility Worker III	;	2 8,406.01
0001674   0004   0545   0546   0545   0546   0545   0546	00018204	0504	5455	Vacant XHVA	Eligibility Worker II	1	6,482.61	I X0NA	Eligibility Worker III		1 8,005.64
00004767   0504   5452   72533 XSISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006111   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006183   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006183   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006183   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006183   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006200   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00006200   0504   5452   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00012225   0502   5214   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001225   0503   5314   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001269   0503   5314   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001269   0503   5314   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001269   0503   5314   Vacant XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00014023   0504   5452   00000 XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   00014023   0504   5452   00000 XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001600 XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8.005.64   0001600 XISA   Soc Sve Program Assistant   1 6.482.61 XIDNA   Eligibility Worker III   1 8	00004506	0504	5452	Vacant XHTB	Eligibility Worker III	1	6,482.61	I X0NA	Eligibility Worker III		1 8,005.64
000051161   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00005161   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00005163   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00005163   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00005166   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00005206   0504   5452   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00012259   0502   6214   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00012259   0502   6214   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00012259   0503   5314   94668 0XS   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   0001269   0503   5314   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   0001269   0503   5314   Vacant XOSA   Soc Svc Program Assistant   1 6,482,61   XDNA   Eligibility Worker III   1 8,005,64   00014625   0504   050	00012974	0504	5452	Vacant XHTB	Eligibility Worker III	1	6,482.6	I X0NA	Eligibility Worker III		1 8,005.64
0,0005141   0,904   5452	00004007	0504	5452	72533 X0SA	Soc Svc Program Assistant	5	7,879.65	5 X0NA	Eligibility Worker III	:	8,406.01
	00004767	0503	5314	Vacant X0SA	Soc Svc Program Assistant	1	6,482.6	I X0NA	Eligibility Worker III		1 8,005.64
00005183   0004   5452   Vacant XOSA   Soc Sev Program Assistant   1 6,482.61   XONA   Eligibility Worker III   1 8,005.64	00005111	0504	5452	Vacant X0SA	Soc Svc Program Assistant	1	6,482.61	I X0NA	Eligibility Worker III		1 8,005.64
00005184   0504   5452   Vacant XOSA   Soc Sve Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64	00005141	0504	5452	Vacant X0SA	Soc Svc Program Assistant	1	6,482.6	I X0NA	Eligibility Worker III		1 8,005.64
00065168   0504   5452   Vacant XOSA   Soc Sve Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64	00005183	0504	5452	Vacant X0SA	Soc Svc Program Assistant	1	6,482.6	I X0NA	Eligibility Worker III		1 8,005.64
00065168   0504   5452   Vacant XOSA   Soc Sve Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64	00005184	0504	5452	Vacant X0SA	Soc Svc Program Assistant	1	6,482.6	I X0NA	Eligibility Worker III		1 8,005.64
0.0012226   0.504   5452   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.0012229   0.503   531.4   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001389   0.503   531.4   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.0014623   0.504   5452   96627 XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.0016014   0.502   527.4   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.0017271   0.503   531.6   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.0017271   0.503   531.6   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001849   0.504   545.0   Vacant XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001849   0.504   545.2   960109 XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001849   0.504   545.2   960109 XOSA   Soc Sive Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001840   0.504   545.2   96080 XISA   Soc Sive Program Assistant   2   6,482.61   XONA   Eligibility Worker III   1   8,005.64   0.001840   0.504   0.5	00005186	0504			•	1					1 8.005.64
00012225   0502   5214   Vacant XOSA   Soc Svo Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64		0504				1					,
00012259   0503   5314   94669 XDSA   Soc Sv-Program Assistant   1   6.482.61 XDNA   Eligibility Worker III   1   8.005.64						1					
000148389   0503   5314   Vacant XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   00016014   0502   5214   Vacant XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   0001677   0503   5315   Vacant XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   00016786   0504   5452   96109 XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   00016786   0504   5452   96109 XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   00016940   0504   5452   96109 XOSA   Soc Sv. Program Assistant   1   6,482,61   XONA   Eligibility Worker III   1   8,005,64   00016930   0504   5452   96084 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016930   0504   5452   86060 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016230   0504   5452   94662 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016230   0504   5452   94662 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016230   0504   5452   94662 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016230   0504   5452   95698 XOSA   Soc Sv. Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64   00016230   0504   5452   95698 XOSA   Soc Sv. Program Assistant   3   7,147,08   XONA   Eligibility Worker III   1   8,005,64   00016310   0504   5452   95698 XOSA   Soc Sv. Program Assistant   3   7,147,08   XONA   Eligibility Worker III   1   8,005,64   00016330   0504   5452   93698 XOSA   Soc Sv. Program Assistant   3   7,147,08   XONA   Eligibility Worker III   1   8,005,64   00016330   0504   5452   93698 XOSA   Soc Sv. Program Assistant   3   7,147,08   XONA   Eligibility Worker III   1   8,00						1	-, -		0 ,		-,
00016423					S .	1	-, -		0 ,		-,
00016014   0502   52.14   Vacant XOSA   Soc Siv-Program Assistant   1   6.482.61   XONA   Eligibility Worker III   1   8.005.64   00016766   0504   5450   Vacant XOSA   Soc Siv-Program Assistant   1   6.482.61   XONA   Eligibility Worker III   1   8.005.64   00016766   0504   5452   96109 XOSA   Soc Siv-Program Assistant   1   6.482.61   XONA   Eligibility Worker III   1   8.005.64   00016766   0504   5452   96109 XOSA   Soc Siv-Program Assistant   1   6.482.61   XONA   Eligibility Worker III   1   8.005.64   0001676   0504   5452   96084 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00006329   0504   5452   80800 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00006329   0504   5452   80800 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00016276   00006329   0504   5452   9608 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00016276   00006329   0504   5452   9508 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00006329   0504   5452   9508 XOSA   Soc Siv-Program Assistant   2   6.806.74   XONA   Eligibility Worker III   1   8.005.64   00006318   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8.005.64   00006318   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8.005.64   00006315   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8.005.64   00006315   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8.005.64   00006315   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8.005.64   00006315   0504   5452   93583 XOSA   Soc Siv-Program Assistant   3   7,147.08   XONA   Eligibility Wor					S .	1					
00017271   0503   5315   Vacant XOSA   Soc Svc Program Assistant   1   6.482 61   XDNA   Eligibility Worker III   1   8.005 64   00019489   0504   5452   96109 XOSA   Soc Svc Program Assistant   1   6.482 61   XDNA   Eligibility Worker III   1   8.005 64   00019490   0504   5452   96109 XOSA   Soc Svc Program Assistant   1   6.482 61   XDNA   Eligibility Worker III   1   8.005 64   00006329   0504   5452   8060 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   00006329   0504   5452   8060 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   00006329   0504   5452   8060 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   00006329   0504   5452   9589 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   000142780   0504   5452   9589 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   000142780   0504   5452   9589 XOSA   Soc Svc Program Assistant   2   6.806.74   XDNA   Eligibility Worker III   1   8.005 64   0000633   0504   5452   9589 XOSA   Soc Svc Program Assistant   3   7.147.08   XDNA   Eligibility Worker III   1   8.005 64   00006310   0504   0505   05					· ·	1	,		0 ,		*
00018766   0504   5452   0508   5452   0508   0504   5452   0508   0509   0509   0504   0504   0509   050					S .						. 0,000.01
00019488   0504   5452   96109 XOSA   Soc Svc Program Assistant   1   6,482.61   XONA   Eligibility Worker III   1   8,005.64					S .	1			0 ,		. 0,000.01
00019490						1					. 0,000.01
00005150   0503   5314   94655 XOSA   Soc Svc Program Assistant   2   6,806,74   XONA   Eligibility Worker III   1   8,005,64						' 1					. 0,000.01
00006329						•					
00012798   0504   5452   94662 XOSA   Soc Svc Program Assistant   2   6,806.74   XONA   Eligibility Worker III   1   8,005.64   00014520   0504   5452   95989 XOSA   Soc Svc Program Assistant   2   6,806.74   XONA   Eligibility Worker III   1   8,005.64   00005133   0504   5452   93553 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00005188   0504   5452   50596 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006311   0504   5452   39563 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006311   0504   5452   78097 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006313   0504   5452   29535 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006333   0504   5452   29209 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006333   0504   5452   92909 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64   00006930   Soc Svc Program Assistant   4   7,504.43   XONA   Eligibility Worker III					S .	_	-,		0 ,		. 0,000.01
00014520					o o	_			0 ,		*
00005133   0504   5452   93553 XOSA   Soc Svc Program Assistant   3   7,147.08   XONA   Eligibility Worker III   1   8,005.64					S .				0 ,		0,000.01
0000518					S .	_			0 ,		,
00005202         0504         5452         93563 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006311         0504         5452         78097 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006315         0504         5452         92535 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006435         0503         5314         90787 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006981         0504         5452         90308 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00014530         0504         5452         92113 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00014530         0504         5452         92117 XOSA         Soc Svc Program Assistant         3					S .		,		0 ,		,
00006311   0504   5452   78097 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00006315   0504   5452   92535 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00006333   0504   5452   92909 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00006435   0503   5314   90787 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00006990   0504   5452   92103 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00006990   0504   5452   92113 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00014530   0504   5452   92107 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00019176   0503   5314   92531 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00019176   0503   5314   93050 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00019176   0503   5314   93061 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00019397   0504   5452   92539 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00004877   0503   5314   90166 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64   00005135   0504   5452   99539 X0SA   Soc Svc Program Assistant   4   7,504.43   X0NA   Eligibility Worker III   1   8,005.64   00005135   0504   5452   89983 X0SA   Soc Svc Program Assistant   4   7,504.43   X0NA   Eligibility Worker III   1   8,005.64   00005185   0504   5452   89983 X0SA   Soc Svc Program Assistant   4   7,504.43   X0NA   Eligibility Worker III   1   8,005.64   00006325   0504   5452   89983 X0SA   Soc Svc Program Assistant   4   7,504.43   X0NA   Eligibility Worker III   1   8,005.6					S .	_			0 ,		. 0,000.01
00006315         0504         5452         92535 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006333         0504         5452         92909 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006315         0503         5314         90787 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006990         0504         5452         92113 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00014530         0504         5452         92113 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019174         0503         5314         92531 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93050 XOSA         Soc Svc Program Assistant         3					•	-	,				*
00006333         0504         5452         92909 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006435         0503         5314         90787 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006990         0504         5452         90308 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00014530         0504         5452         92107 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019174         0503         5314         92531 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019175         0503         5314         93050 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93061 XOSA         Soc Svc Program Assistant         3						-					. 0,000.01
00006435   0503   5314   90787 X0SA   Soc Svc Program Assistant   3   7,147.08   X0NA   Eligibility Worker III   1   8,005.64						_	,				,
00006981         0504         5452         90308 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00006990         0504         5452         92113 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019174         0503         5314         92531 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019175         0503         5314         93050 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93050 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019379         0504         5452         92539 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 XOSA         Soc Svc Program Assistant         4						_	,		0 ,		. 0,000.01
00006990         0504         5452         92113 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00014530         0504         5452         92107 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019174         0503         5314         92531 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93050 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93061 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00019397         0504         5452         92539 XOSA         Soc Svc Program Assistant         3         7,147.08         XONA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 XOSA         Soc Svc Program Assistant         4						_	,		0 ,		. 0,000.01
00014530         0504         5452         92107 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019174         0503         5314         92531 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019175         0503         5314         93050 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93061 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019397         0504         5452         92539 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 X0SA         Soc Svc Program Assistant         4					S .	•	,				
00019174         0503         5314         92531 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019175         0503         5314         93050 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93061 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019397         0504         5452         92539 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 X0SA         Soc Svc Program Assistant         4						_	,		0 ,		-,
00019175         0503         5314         93050 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019176         0503         5314         93061 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019397         0504         5452         92539 XOSA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 XOSA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 XOSA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         99530 XOSA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89984 XOSA         Soc Svc Program Assistant         4						_			• .		. 0,000.01
00019176         0503         5314         93061 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00019397         0504         5452         92539 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005162         0504         5452         90530 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 X0SA         Soc Svc Program Assistant         4						-	,		• .		. 0,000.01
00019397         0504         5452         92539 X0SA         Soc Svc Program Assistant         3         7,147.08         X0NA         Eligibility Worker III         1         8,005.64           00004877         0503         5314         90126 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005162         0504         5452         90530 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         89649 X0SA         Soc Svc Program Assistant         4					S .	_			0 ,		,
00004877         0503         5314         90126 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005135         0504         5452         89983 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005162         0504         5452         90530 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         96469 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 X0SA         Soc Svc Program Assistant         4						-			• .		,
00005135         0504         5452         89983 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00005162         0504         5452         90530 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         96469 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00019170         0502         5214         91165 XOSA         Soc Svc Program Assistant         4					•	-			• .		,
00005162         0504         5452         90530 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00005185         0504         5452         89977 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         96469 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00019170         0502         5214         91165 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64						4	,		0 ,		0,000.01
00005185         0504         5452         89977 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006318         0504         5452         89984 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         96469 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64           00019170         0502         5214         91165 XOSA         Soc Svc Program Assistant         4         7,504.43         XONA         Eligibility Worker III         1         8,005.64					S .	4	,		0 ,		-,
00006318         0504         5452         89984 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006325         0504         5452         96469 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00019170         0502         5214         91165 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64					S .	4			0 ,		,
00006325         0504         5452         96469 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00006991         0504         5452         89642 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64           00019170         0502         5214         91165 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibility Worker III         1         8,005.64					S .						0,000.01
00006991         0504         5452         89642 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibilitý Worker III         1         8,005.64           00019170         0502         5214         91165 X0SA         Soc Svc Program Assistant         4         7,504.43         X0NA         Eligibilitý Worker III         1         8,005.64					S .						. 0,000.01
00019170 0502 5214 91165 X0SA Soc Svc Program Assistant 4 7,504.43 X0NA Eligibility Worker III 1 8,005.64						4					. 0,000.01
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UUU19188 U504 5452 90114 X0SA Soc Svc Program Assistant 4 7,504.43 X0NA Eligibility Worker III 1 8,005.64											,
	00019188	0504	5452	90114 X0SA	Soc Svc Program Assistant	4	7,504.43	3 XUNA	Eligibility Worker III		1 8,005.64

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CURRENT			CURREN		CURRENT	FY 25/26		PROPOSED NEW	PROPOSED NEW	PROPOSED NEW	PROPOSED NEW MONTHLY
POSITION	DEPT ID	ORG	EMPLID T JOB	CURRENT CLASSIFICATION	STEP	MONTHL		JOB CODE	CLASSIFICATION	STEP	SALARY
00019360	0504	5455	85198 X0SA	Soc Svc Program Assistant	_	4 7,504		X0NA	Eligibility Worker III		1 8,005.64
00019426	0504	5452	89936 X0SA	Soc Svc Program Assistant		4 7,504		XONA	Eligibility Worker III		1 8,005.64
00019463	0504	5452	91630 X0SA	Soc Svc Program Assistant		4 7,504		X0NA	Eligibility Worker III		1 8,005.64
00002023	0504	5452	82497 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00004063	0504	5452	77893 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00004765	0504	5452	78321 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00004782	0504	5452	82521 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00004702	0504	5214	81469 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8.406.01
00004520	0502	5452	79015 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005062	0504	5452	79253 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005074	0504	5452	50619 X0SA	Soc Svc Program Assistant		- ,		XONA	Eligibility Worker III		2 8,406.01
00005074	0504	5101	54555 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005080	0504	5452	60479 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005109	0504	5452	71415 X0SA	Soc Svc Program Assistant		5 7.879		XONA	Eligibility Worker III		2 8,406.01
00005113	0504	5452	81365 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005117	0504	5214	72898 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005116	0502	5452	72896 XUSA 70816 XOSA	Soc Svc Program Assistant		5 7.879		XONA	Eligibility Worker III		2 8,406.01
				9		- ,			0 ,		
00005124	0504	5452	82533 X0SA	Soc Svc Program Assistant		5 7,879		XONA	Eligibility Worker III		2 8,406.01
00005136	0504	5452	62071 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2 8,406.01
00005146	0504	5452	67860 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005155	0503	5314	83565 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005159	0504	5452	80495 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005165	0504	5452	66918 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005174	0504	5452	62512 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005193	0504	5452	55415 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005194	0504	5452	60641 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005196	0504	5452	82517 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2 8,406.01
00005197	0504	5452	78728 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005200	0504	5452	80500 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2 8,406.01
00005201	0504	5452	74189 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005204	0504	5452	61440 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00005208	0504	5452	72082 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005210	0504	5452	76965 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005211	0504	5452	52490 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005212	0503	5314	80255 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005216	0504	5452	80554 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005220	0504	5452	76773 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005227	0504	5452	82424 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
00005229	0504	5452	76779 X0SA	Soc Svc Program Assistant		5 7,879	9.65	X0NA	Eligibility Worker III		2 8,406.01
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00006323	0504	5452	74853 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00006326	0504	5452	81130 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00006328	0504	5452	68300 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
00006365	0501	5101	72014 X0SA	Soc Svc Program Assistant		5 7,879		X0NA	Eligibility Worker III		2 8,406.01
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00006999 05		5452	70467 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III		2	8,406.01
	0504	5452	76244 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III		2	8,406.01
		5452	81392 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
		5452	76342 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
00010618 05		5452	79865 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8.406.01
00010624 05	0504	5452	79271 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III		2	8,406.01
		5452	77891 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
00010632 05		5452	80583 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
		5452	82878 X0SA	Soc Svc Program Assistant			7,879.65	X0NA	Eligibility Worker III		2	8,406.01
		5452	55611 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
		5452	53929 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
		5452	77105 X0SA	Soc Svc Program Assistant				XONA	Eligibility Worker III		2	8,406.01
		5452	61574 X0SA	Soc Svc Program Assistant		-	,	X0NA	Eligibility Worker III		2	8,406.01
		5452	61033 X0SA	Soc Svc Program Assistant		-		X0NA	Eligibility Worker III		2	8,406.01
		5452	79229 X0SA	Soc Svc Program Assistant		-	7.879.65	XONA	Eligibility Worker III		2	8.406.01
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		5452	44518 X0SA	Soc Svc Program Assistant		-		XONA	Eligibility Worker III		2	8,406.01
		5452	68546 X0SA	Soc Svc Program Assistant		•	,	XONA	Eligibility Worker III		2	8,406.01
		5214	60832 X0SA	Soc Svc Program Assistant		-	,	XONA	Eligibility Worker III		2	8,406.01
		5214	54345 X0SA	Soc Svc Program Assistant		-		XONA	Eligibility Worker III		2	8,406.01
		5214	88866 X0SA	Soc Svc Program Assistant		-	,	XONA	Eligibility Worker III		2	8,406.01
		5214	76786 X0SA	Soc Svc Program Assistant		•		XONA	Eligibility Worker III		2	8,406.01
		5214	89504 X0SA	Soc Svc Program Assistant		-	7,879.65	XONA	Eligibility Worker III		2	8,406.01
		5214	62617 X0SA	Soc Svc Program Assistant		-		XONA	Eligibility Worker III		2	8,406.01
		5452	81741 X0SA	Soc Svc Program Assistant		-		XONA	Eligibility Worker III		2	8,406.01
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		5452	79877 X0SA	Soc Svc Program Assistant		-	,	XONA	Eligibility Worker III		2	8,406.01
		5314	78353 X0SA	Soc Svc Program Assistant		•		XONA	Eligibility Worker III			8,406.01
		5314	75429 X0SA	Soc Svc Program Assistant		•	,	XONA	Eligibility Worker III		2	8,406.01
		5314	82071 X0SA	Soc Svc Program Assistant				XONA	Eligibility Worker III		2	8,406.01
		5314	82883 X0SA	Soc Svc Program Assistant			,	XONA	Eligibility Worker III		2	8,406.01
		5452	64056 X0SA	Soc Svc Program Assistant			7,879.65	XONA	Eligibility Worker III		2	8,406.01
		5452	78985 X0SA	Soc Svc Program Assistant			,	X0NA	Eligibility Worker III		2	8,406.01
		5452	77864 X0SA	Soc Svc Program Assistant				XONA	Eligibility Worker III		2	8,406.01
		5452	74939 X0SA	Soc Svc Program Assistant			,	XONA	Eligibility Worker III		2	8,406.01
		5314	60469 X0SA	Soc Svc Program Assistant			,	XONA	Eligibility Worker III		2	8,406.01
		5452	79281 X0SA	Soc Svc Program Assistant				XONA	Eligibility Worker III		2	8,406.01
		5455	46459 X0SA	Soc Svc Program Assistant			7,879.65	XONA	Eligibility Worker III		2	8,406.01
		5455	60854 X0SA	Soc Svc Program Assistant			,	X0NA	Eligibility Worker III		2	8,406.01
		5455	78716 X0SA	Soc Svc Program Assistant			7,879.65	X0NA	Eligibility Worker III		2	8,406.01
		5455	79876 X0SA	Soc Svc Program Assistant				X0NA	Eligibility Worker III		2	8,406.01
		5101	70076 X0SA	Soc Svc Program Assistant			7,879.65	X0NA	Eligibility Worker III		2	8,406.01
00015937 05	0501	5101	72535 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III		2	8,406.01

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POSITION	DEPT ID	ORG	EMPLID T JOB	CURRENT CLASSIFICATION	STEP	MC	NTHLY	JOB CODE	CLASSIFICATION	STEP	SALARY
00016013	0502	5214	61031 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00016015	0502	5214	76781 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00016331	0502	5214	54331 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00017272	0503	5315	75171 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00017646	0503	5315	65387 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III	2	-,
00017747	0504	5452	72000 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018086	0503	5315	79085 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018168	0504	5455	81221 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018169	0504	5452	83183 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018171	0504	5455	71988 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018374	0503	5315	82120 X0SA	Soc Svc Program Assistant		5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018375	0503	5315	53341 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018376	0503	5315	79827 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018795	0503	5314	82926 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018832	0504	5497	49489 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018833	0504	5497	53351 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00018834	0504	5497	76248 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	-,
00018835	0504	5497	81342 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	-,
00018836	0504	5497	61951 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	-,
00019169	0502	5214	79134 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	-,
00019171	0502	5214	61499 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00019172	0502	5214	71766 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00019173	0503	5314	96165 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	•	8,005.64
00019191	0504	5452	89285 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00019392	0504	5455	80315 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	-,
00019465	0504	5455	69638 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00019885	0501	5101	75272 X0SA	Soc Svc Program Assistant	;	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00019886	0501	5101	79014 X0SA	Soc Svc Program Assistant	:	5	7,879.65	X0NA	Eligibility Worker III	2	8,406.01
00013888	0503	5314	96619 X0WD	Social Service Program Asst I		1	7,879.65	X0NA	Eligibility Worker III	•	8,005.64
00019212	0504	5452	96070 X0WD	Social Service Program Asst I	:	2	7,879.65	X0NA	Eligibility Worker III	•	8,005.64

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1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3636 Agenda Date: 9/9/2025 Agenda #:

C.133.

**To:** Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Response for Contra Costa County Civil Grand Jury Report No. 2508

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ACCEPT a report prepared by the County Administrator and Human Resources Director as the Board of Supervisors' response to Contra Costa County Civil Grand Jury Report No. 2508, titled "Contra Costa County Hiring Challenges," and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court.

#### **FISCAL IMPACT:**

There is no fiscal impact for this action.

#### **BACKGROUND:**

On June 3, 2025, the 2024-2025 Contra Costa County Civil Grand Jury filed Civil Grand Jury Report No. 2508, titled "Contra Costa County Hiring Challenges." It was received by the County Administrator's Office on June 9, 2025, and was received at the Board of Supervisors meeting on June 24, 2025, where it was subsequently referred to the County Administrator and Human Resources Director to provide a response report that clearly specified the following:

- 1. Whether there is agreement, partial disagreement, or complete disagreement with each finding, and detailed responses to those with partial or complete disagreement responses.
- 2. Whether recommendations have been, will be, or will not be implemented, as well as whether recommendations require further analysis, and an explanation for such responses.

The California Penal Code specifies that the Board of Supervisors must forward its response to the Superior Court no later than ninety (90) days from receipt of the report.

Attached are the proposed responses to the findings and recommendations requested of the Board of Supervisors.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

To comply with statutory requirements, the Board of Supervisors must provide a response to the Superior Court within ninety (90) days of receipt of the report.

# 2024-2025 Contra Costa County Civil Grand Jury

# **Contra Costa County Hiring Challenges**

Report 2508 June 2, 2025

Approved by the Grand Jury

Peter Appert

GRAND JURY FOREPERSON

Date

Accepted for Filing

Hon, Terri Mockler

JUDGE OF THE SUPERIOR COURT

Date



Civil Grand Jury reports are posted at: www.cc-courts.org/civil/grand-jury-reports.aspx

#### **SUMMARY**

This report offers an overview of Contra Costa County's hiring process and highlights areas for improvement to enhance its efficiency.

The hiring process in Contra Costa County is complex and lengthy. The Grand Jury found that there are 27 steps in the recruiting and hiring process. For most departments, execution of these steps is shared between the Human Resources (HR) department and the department requesting the job. To ensure progress, close coordination between the hiring department and HR is necessary. Other departments choose to be responsible for all 27 steps.

The average time to hire (the duration between a job requisition being opened and an employee being hired) for the County is 113 days. Although this has improved from levels several years ago, there are still opportunities for improvement.

The County's lean HR staff contributes to challenges in hiring. The HR department supports 50 percent more county employees per HR staff member than neighboring counties. Due to limited staff, there are sometimes delays in posting job openings. As of January 6, 2025, 74 percent of the jobs pending posting have remained in that status for 30 days or more. Until a job is posted, recruiting cannot begin.

The large number of job classifications in the County also influences the complexity of hiring. With 1,300 job classifications, recruitment becomes more challenging when job requirements are highly specific. Furthermore, maintaining and updating the job classification list adds extra work for HR.

The Grand Jury also determined that several County departments use alternative hiring methods. The first is a process called dedicated resources, employed by the Employment and Human Services Department (EHSD). Under dedicated resources, EHSD funds three positions to work in HR, with these employees focused exclusively on recruiting efforts for EHSD. The second approach, known as delegated authority, is utilized by Contra Costa Health Services and Public Works. In this approach, the department assumes full responsibility for all recruiting and hiring steps to fill their positions, with no reliance upon or coordination with HR for any part of the recruiting and hiring process. These initiatives have been well-received by the departments utilizing them, suggesting that other departments might also benefit.

This report outlines the Grand Jury's research and findings regarding the challenges in the hiring process in Contra Costa County. We conclude with recommendations to help address these challenges.

## **BACKGROUND**

An efficient and timely hiring process is crucial for maintaining appropriate staffing levels, ensuring the provision of essential services, and addressing community needs. The Grand Jury decided to investigate the factors contributing to challenges with the hiring process and their effects on the workforce.

#### The Human Resources Department

Under the direction of the County Administrator, HR provides a diverse array of services to county departments and employees. The department is organized into four primary divisions:

- 1. Administrative Services: Manages the overall administrative functions of HR.
- 2. **Employee Benefits Services**: Develops and recommends benefits strategies and policies to ensure a competitive compensation package.
- 3. **Information Management**: Develops, implements, integrates and maintains all County Human Resources Information Systems.
- 4. **Personnel Services**: The central authority for recruitment, assessment, classification, and compensation initiatives. It publishes job openings and assessments, refers qualified candidates to departments, conducts salary surveys and job audits, and prepares class specifications and classification reports. The hiring department then interviews qualified candidates.

The focus of our investigation is Personnel Services.

#### **METHODOLOGY**

The Grand Jury used the following investigative methods:

- Interviewed employees of multiple departments in the County.
- Reviewed HR hiring procedures and documents.
- Reviewed and compared personnel data of other county HR departments.

## DISCUSSION

#### The Human Resources Department - Personnel Services

The Contra Costa County Civil Grand Jury examined HR's personnel services, primarily focusing on the County's hiring process.

#### **General Challenges Impacting Hiring**

Based on multiple interviews, the Grand Jury learned of the following staff recruitment challenges facing the County:

- Lengthy hiring timelines: Prolonged recruitment processes can delay filling vacancies.
- Attracting qualified candidates: Finding candidates with the right mix of skills and experience can be a significant hurdle.
- High competition for talent.
- Limited resources: Insufficient HR staff or tools can hinder the efficiency of the hiring process.

• Complex job classifications: Navigating more than 1,300 job classifications can slow down or complicate recruitment efforts.

## **Recruitment and Hiring Process**

The recruitment and hiring process represents a collaboration between the job-requesting department and HR. The requesting department and HR are each responsible for completing their assigned steps in a timely manner. Employees utilize NeoGov, a human resource management system that provides a suite of software tools and services, to assist in completing these tasks and generally manage HR functions.

The following chart of the Recruitment and Hiring Process outlines the 27 steps involved and the average time required to complete each step. The **green** steps outline the responsibilities of HR, and the **gold** steps outline the duties of the requesting department.



# **RECRUITMENT & HIRING PROCESS**

NeoGov Reporting Crosswalk - 2024 Averages

Task	Department	Human Resources
Department internal authorization to hire process		
REQUISITION APPROVAL STEPS - 12 days		
Open a Requisition in NeoGov		
Review Requisition for available position and class		
Determine whether Job Description needs to be updated		
Determine whether a Job Analysis needs to be completed		
RECRUITMENT PLANNING/ANALYSIS - 7 days		
Develop Job Announcement and Recruitment Timeline		
Send Union Notice (union has 5 days to respond)		
Develop Exam Plan		
Select Subject Matter Experts		
JOB POSTING - 18 days		
Post Job Announcement (generally 2-4 weeks)		
ASSESSMENT PROCESS - 12 days		4 3 3 3 3 3
Review applicants for Minimum Qualifications (MQs)		
Issue Pass/Fail Notices to Applicants After MQ Review		
Applicant Appeal Period (5 business days)		
Selection of Raters		
ELIGIBLE LIST - 16 days		
Administer first step of exam plan (oral board, tech, written, etc)		
Issue pass/fail notices to applicants after initial exam		Calculation of China
Create Eligible List - send candidates to Dept (Rule of 3, 5, 10, List)		
DEPARTMENTAL HIRING PROCESS - 30 days		
Schedule Departmental Interviews		
Complete and Score Departmental Interviews		
Select Candidate(s) for Hire & contact to make verbal job offer		,
PRE-EMPLOYMENT PROCESS - 18 days		
Open Personnel Action Form (PAF) in NeoGov		
Send Conditional Offer - includes fingerprinting instructions		
Send notice to Equifax to initiate I-9 process self-scheduling		
Review results of criminal history search (follow up if needed)		
Dept specific pre-employment steps (physical, fitness etc)		
Departmental Final Review of PAF		
HR Final Review and Enter New Hire in PeopleSoft		

Three operational models are available for County departments and HR to follow when completing the outlined steps:

**Standard:** The department requesting a job is responsible for completing the **gold** steps, while HR is tasked with finishing the **green** steps. Each group must fulfill its responsibilities in a timely manner, as delays from either the department or HR will impact the hiring timeline.

**Delegated Authority:** Staff in the department requesting a job is responsible for all recruiting and hiring steps to fill their positions. In this way, there is no reliance on, or coordination with, HR for recruiting and hiring.

**Dedicated Resources:** The department requesting a job funds full-time HR staff to focus solely on their department's recruitment and hiring.

#### Time to Hire

The chart below shows a steady improvement in the average days to hire for the County:

Average Time to Hire (Days)						
This measure tracks the average number of days to hire.						
Calendar Year	2020	2021	2022	2023	2024	
Average Days to Hire	217	199	158	134	113	
Percent of Change	-42%	-9%	-26%	-18%	-19%	

HR implemented strategies to aid in improving the time to hire. These include:

- Implementing the I-9 Anywhere program an online program for applicants that allows for greater flexibility and ease of use to reduce time for candidates to apply.
- Providing the Dedicated Resource model to allow larger departments to work with specific HR team members 100 percent assigned to their recruitment.
- Reviewing eligible applicant lists that are cross-referenced with current department vacancies.
- Rebuilding partnership with colleges and workforce organizations for job postings, job fairs, and career fairs.
- Providing proactive vacancy data to support departments' recruitment planning.

At the same time, HR has acknowledged that there is still room for reducing the time to hire and improve recruitment and retention. Some potential improvement initiatives include:

- Multiple affordable medical plans
- Wide variety of benefit options
- Contra Costa County Employees' Retirement Association pension plan
- 457(b) deferred compensation plan that includes county contributions

- Remote work opportunities
- Cost-of-Living Adjustment pay increases competitive with the Bay Area salary market
- Generous holiday and leave accrual plans
- Progressive culture celebrating diversity, equity, inclusion and access

#### **Impacts of HR Understaffing**

The Grand Jury learned that, despite a reduction in hiring time over the past five years, the average hiring time of 113 days remains lengthy and contributes to understaffing. This extended hiring process is partly attributed to the small size of the County's HR Department.

In a county with more than 11,000 authorized positions, there are only eight HR Analysts to facilitate recruiting across 25 departments. These same HR Analysts are also responsible for classification and compensation studies countywide.

Due to the lean HR recruiting staff there can be delays in posting job openings. Each department requesting a new hire has to prioritize its requests. As of January 6, 2025, 74 percent of pending job postings remained unlisted for 30 days or longer. The following chart illustrates the delays in posting:

## **Jobs Pending Posting**

(as of January 6, 2025)

<b>Time Frame Since Created</b>	Count
0-30 Days	12
30-60 Days	6
60-90 Days	7
90-180 Days	6
180-365 Days	7
365+ Days	8
Grand Total	46

Contra Costa County HR has 55 authorized positions, supporting a current employee base of 9,932. This represents a ratio of one HR staff member for every 181 County employees. In contrast, surrounding counties operate with one HR staff member per 122 employees on average, as highlighted in the table below. Contra Costa's HR supports 50 percent more employees per HR staff member than the five-county average. To address this issue, in 2024, HR requested the Board of Supervisors (BOS) approve funding for five additional full-time employees; however, that request was denied. HR will petition the BOS again in 2025.

## **Comparison of HR Staffing Levels**

County	<b>County Employees</b>	HR Staff	Ratio HR Staff: Employees
Alameda	9,900	78	1:127
Marin	2,534	42	1:60
San Francisco	34,373	209	1:164
San Joaquin	8,046	51	1:158
Solano	3,279	33	1:99
Average ratio			1:122
Contra Costa	9,932	55	1:181

#### Notes:

- San Francisco employee and HR staff count includes county and city employees
- Ratio of HR Staff to Employees measures how many county employees there are for each HR staff member

#### **Software Tools: A Need for Knowledge**

PeopleSoft is a suite of enterprise applications that help businesses manage various operations, including human resources, finance, supply chain, and customer relationships. The County uses PeopleSoft to help manage its HR operations. Specifically, it is used to create reports on the following HR functions:

- recruitment, onboarding, and termination
- standard employee data
- compensation analysis
- workforce demographics
- performance management
- training and development
- turnover analysis
- benefits

HR utilizes PeopleSoft reports; however, not all County departments have knowledge of, access to, or training to run them. Additionally, departments can request custom reports from HR. Department staff are not always aware of these custom reports and/or how to request them. In addition, PeopleSoft can track why candidates decline job offers; however, the county does not utilize this feature. Not fully utilizing the capabilities of its PeopleSoft tools contributes to inefficiencies in the County's hiring process.

#### **Job Classification Challenge**

The County supports approximately 1,300 job classifications, totaling around 11,000 authorized positions. As departments specify individual job requirements, the number of job classifications increases, leading to more time required for their review and maintenance. For example, the County has 27 job classifications for accountants. More generic job classifications allow multiple departments to utilize them for similar roles. Conversely, highly specialized job specifications

often cannot be shared among departments, which limits the pool of qualified applicants. Broader specifications attract a larger number of candidates. The Grand Jury acknowledges that changes in job specifications require consultation with labor groups.

#### **Employment Human Services Department (EHSD) Dedicated HR Staff**

To expedite the hiring process, EHSD funds three full-time HR staff members. These professionals, who report to HR, focus solely on recruitment for specific roles within EHSD, thereby enhancing the department's recruitment and hiring capabilities.

In January 2024, with one full-time HR staff member, EHSD had 335 vacancies. By July 2024, the first month EHSD added the second and third full-time HR staff members, the number of vacancies decreased to 326. As of February 2025, overall vacancies had been reduced to 270, a 17 percent reduction.

The chart below shows vacancy rates of Contra Costa County departments. Those with higher vacancy rates may benefit from dedicated resources as EHSD did.

## **County Vacancy Rates**

Department Name	Filled	% Filled	Vacant	% Vacant	<b>Auth Positions</b>
Agriculture-Weights/Measures	49	86.0%	8	14.0%	57
Animal Services	74	83.1%	15	16.9%	89
Assessor	91	84.3%	17	15.7%	108
Auditor-Controller	57	90.5%	6	9.5%	63
Board of Supervisors	31	93.9%	2	6.1%	33
Child Support Services	113	89.0%	14	11.0%	127
Conservation and Development	171	81.8%	38	18.2%	209
Contra Costa County Fire Distr	572	92.6%	46	7.4%	618
County Administrator	43	93.5%	3	6.5%	46
County Clerk-Recorder	71	85.5%	12	14.5%	83
County Counsel	53	93.0%	4	7.0%	57
Dept of Information Technology	97	92.4%	8	7.6%	105
District Attorney	229	94.6%	13	5.4%	242
Employment and Human Services	1660	86.1%	267	13.9%	1927
Health Services	4320	85.6%	726	14.4%	5046
Human Resources	51	92.7%	4	7.3%	55
Library	238	88.5%	31	11.5%	269
Probation	297	84.9%	53	15.1%	350
Public Defender	186	95.4%	9	4.6%	195
Public Works	478	87.4%	69	12.6%	547
Racial Equity/Social Justice	2	50.0%	2	50.0%	4
Risk Management	30	73.2%	11	26.8%	41
Sheriff-Coroner	974	84.8%	174	15.2%	1148
Treasurer-Tax Collector	32	97.0%	1	3.0%	33
Veterans Services	13	100.0%	0	0.0%	13
Grand Total	9932	86.6%	1533	13.4%	11465

#### **External Consultant**

EHSD collaborated with an external consultant from July 1, 2024, to June 30, 2025, to examine EHSD operations, including the hiring processes. The following are positive impacts from the consultant's recommendations related to hiring:

- Conducted assessments with the EHSD Personnel staff to identify issues and develop solutions for their hiring processes.
- Established a hiring strategy that currently guides hiring activities.
- Oversaw hiring interviews for key positions. Collaborated with HR to post vacancies, screen applicants, organize hiring panels, supply materials to hiring panels, proctor interviews, and facilitate the onboarding and development of 30-60-90 Day Onboarding Plans for new employees.
- Identified several necessary personnel procedures and documented them for EHSD's review and approval.

EHSD is currently implementing the consultant's recommendations. Given EHSD's success in improving its hiring process (as evidenced by the meaningful reduction in the number of vacancies), external consultants working with HR could provide an impartial perspective on the County's overall hiring practices. Measure X funds, as discussed below, could be used for such consulting services.

#### **Delegated Authority**

Another approach to HR hiring is known as delegated authority. In this model, the department takes full responsibility for all recruiting and hiring steps necessary to fill its positions. This involves the power granted to specific departments to oversee all 27 steps in the hiring process, eliminating the need for back-and-forth communication between HR and the department. This delegation promotes more localized decision-making and enables hiring processes tailored to the specific needs of each department. Contra Costa Health Services and Public Works employ delegated authority.

Public Works implemented delegated authority in December 2024. However, a notable weakness of the Public Works Department's implementation of delegated authority is its dependency on a single in-house employee without any backup. This individual is responsible for performing the HR tasks assigned as shown (highlighted in green) in the Recruitment and Hiring Process chart above. This singular reliance puts the hiring process at risk if that individual becomes unavailable.

#### **Measure X Funding**

The BOS placed a sales tax proposal on the November 2020 ballot with the goal of providing local funds for local priorities. The tax was passed on November 3, 2020, and generates approximately \$120 million each year to support a variety of county services. Measure X funds are for general purposes, and the BOS directs how the funds should be used. The BOS seeks input from the Measure X Community Advisory Board and the community about priorities and community needs. The ballot language for Measure X stated that the intent is "To keep Contra Costa's regional hospital open and staffed; fund community health centers; provide

timely fire and emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."

As recruiting and retaining sufficient staff is necessary to maintain essential County services, use of Measure X funds to support HR is an approved use of these resources.

## **FINDINGS**

- F1. The hiring process is a complex, multi-step process involving 27 steps.
- F2. The hiring process is lengthy, with an average of 113 days to hire.
- F3. The Employment and Human Services Department (EHSD) has implemented dedicated resources that allocate funds for three individuals in the County Human Resources (HR) Department who are exclusively focused on recruitment and improving EHSD's hiring capabilities.
- F4. Contra Costa Health and Public Works departments utilize delegated authority for recruiting and hiring, under which they assume full responsibility for the hiring process for those classifications unique to their respective departments.
- F5. Public Works has one in-house person managing HR recruiting and hiring without any backup.
- F6. Lean HR staffing compels departments to prioritize job postings, which can lead to delays in posting job openings.
- F7. Employees in Contra Costa County responsible for hiring often lack knowledge on how to fully utilize the capabilities of PeopleSoft.
- F8. The County does not track the reasons candidates decline county jobs.
- F9. The time needed to maintain County job classifications grows as similar job specifications become more specialized.
- F10. The County's specialized job classifications narrow the pool of potential applicants.
- F11. EHSD contracted with an external consultant from July 1, 2024, to June 30, 2025, to evaluate its hiring process and make recommendations for improvements.
- F12. The County HR department does not currently contract with an external consultant to review its hiring processes.
- F13. The HR staff-to-employee ratio in Contra Costa County suggests that the HR department is understaffed compared to those in neighboring counties.

#### RECOMMENDATIONS

- R1. By January 1, 2026, the Board of Supervisors (BOS) should consider using Measure X funds to hire an external consultant to assess hiring processes across the County.
- R2. By July 1, 2026, the BOS should consider directing HR to work with County departments to assess whether they could benefit from delegated authority or dedicated resources to enhance the hiring process.
- R3. By July 1, 2026, the BOS should consider directing HR to initiate the process of consolidating existing job classifications across departments.
- R4. By January 1, 2026, the BOS should consider directing the Public Works department to ensure there is a backup for the internal HR staff member responsible for performing delegated-authority tasks.
- R5. By January 1, 2026, the BOS should consider directing HR to implement a procedure to identify and track why candidates decline job offers.
- R6. By January 1, 2026, the BOS should consider hiring additional HR analysts.

# REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2024-2025 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding agency	Findings	Recommendations
Contra Costa County Board of Supervisors	F1 - F13	R1 - R6

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to <a href="mailto:ctadmin@contracosta.courts.ca.gov">ctadmin@contracosta.courts.ca.gov</a> and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson 725 Court Street P.O. Box 431 Martinez, CA 94553-0091

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

# 2024-2025 CONTRA COSTA COUNTY CIVIL GRAND JURY REPORT NO. 2508 "Contra Costa County Hiring Challenges" June 2, 2025

#### **BOARD OF SUPERVISORS' RESPONSE**

#### **FINDINGS**

F1: The hiring process is a complex, multi-step process involving 27 steps.

<u>Response</u>: Human Resources (HR) partially disagrees with this finding. For clarification, the document referenced regarding 27 steps to hire was designed to show the collaboration and shared responsibility between Central HR and the departments during a recruitment. Not all 27 steps are required for each recruitment, and many of the steps are happening simultaneously.

F2: The hiring process is lengthy, with an average of 113 days to hire.

<u>Response</u>: HR agrees with this finding. The average days to hire continues to decrease each year for the last five years and will be an ongoing priority.

F3: The Employment and Human Services Department (EHSD) has implemented dedicated resources that allocate funds for three individuals in the County Human Resources (HR) Department who are exclusively focused on recruitment and improving EHSD's hiring capabilities.

Response: HR agrees with this finding. This program has been very successful for EHSD.

F4: Contra Costa Health and Public Works departments utilize delegated authority for recruiting and hiring, under which they assume full responsibility for the hiring process for those classifications unique to their respective departments.

Response: HR agrees with this finding.

F5: Public Works has one in-house person managing HR recruiting and hiring without any backup.

<u>Response</u>: HR and Public Works agree with this finding.

F6: Lean HR staffing compels departments to prioritize job postings, which can lead to delays in posting job openings.

<u>Response</u>: HR agrees with this finding. Recent hiring of HR staff and process improvements have resulted in fewer delays and increased job posting volume.

F7: Employees in Contra Costa County responsible for hiring often lack knowledge on how to fully utilize the capabilities of PeopleSoft.

<u>Response</u>: HR disagrees with this finding. The individuals in each department responsible for hiring have adequate knowledge to utilize the capabilities of PeopleSoft as it relates to their job function within the recruitment process. Viewing employee and position data are the most common tasks. Central HR employees responsible for hiring activities are highly proficient utilizing PeopleSoft.

The NeoGov applicant tracking system is the primary resource for employees involved in recruiting and hiring at the department level.

F8: The County does not track the reasons candidates decline county jobs.

Response: HR agrees with this finding.

F9: The time needed to maintain County job classifications grows as similar job specifications become more specialized.

Response: HR agrees with this finding.

F10: The County's specialized job classifications narrow the pool of potential applicants.

Response: HR agrees with this finding.

F11: EHSD contracted with an external consultant from July 1, 2024, to June 30, 2025, to evaluate its hiring processes and make recommendations for improvements.

Response: HR agrees with this finding.

F12: The County HR department does not currently contract with an external consultant to review its hiring processes.

Response: HR agrees with this finding.

F13: The HR staff-to-employee ratio in Contra Costa County suggests that the HR department is understaffed compared to those in neighboring counties.

Response: HR agrees with this finding.

#### **RECOMMENDATIONS**

R1: By January 1, 2026, the Board of Supervisors (BOS) should consider using Measure X funds to hire an external consultant to assess hiring processes across the County.

<u>Response</u>: Human Resources (HR) will conduct an RFP to select a qualified consultant and work with County Administration to identify available funding.

R2: By July 1, 2026, the BOS should consider directing HR to work with County departments to assess whether they could benefit from delegated authority or dedicated resources to enhance the hiring process.

<u>Response</u>: Human Resources will continue to assess the recruiting needs for each department and recommend tools and processes such as dedicated resources, delegated authority, or other options best suited to meet their goals.

R3: By July 1, 2026, the BOS should consider directing HR to initiate the process of consolidating existing job classifications across departments.

Response: With over 1200 job classifications, the county has many single incumbent classifications and duplicative classifications. This increases the difficulty in finding appropriate matching classifications within our bay area comparator counties and can limit the candidate pool if the requirements are overly specific or restrictive. Review and analysis of job classifications appropriate for consolidation has been a slow process. As of June 2025, HR entered into a service contract with an organization called Civic Calling Corporation (dba Holly) which provides a technology solution that collects classification and compensation data and offers tools that support data analysis. The service also has functionality to compare existing classifications, analyze components such as Minimum Qualifications, Knowledge/Skills/Abilities and Typical Tasks to identify classifications appropriate for consolidation and develops templates for the new combined classifications. This services will allow HR more efficiently and effectively progress in the consolidation process.

R4: By January 1, 2026, the BOS should consider directing the Public Works department to ensure there is a backup for the internal HR staff member responsible for performing delegated-authority tasks.

<u>Response</u>: Public Works is currently developing a plan to provide additional staff support and back up for completion of hiring responsibilities by January 2026.

R5: By January 1, 2026, the BOS should consider directing HR to implement a procedure to identify and track why candidates decline job offers.

<u>Response</u>: HR is expanding the existing categories available in NeoGov, our applicant tracking system, to document reasons why a candidate declines a job offer. Categories will include options such as accepted another job offer, current employer made counteroffer, insufficient salary or location too far. Departments will be able to enter the reason stated by the candidate in NeoGov.

R6: By January 1, 2026, the BOS should consider hiring additional HR analysts.

<u>Response</u>: Two additional HR Analysts were authorized by BOS with the budget for Fiscal Year 25-26 and employees have been hired.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3641 **Agenda Date: 9/9/2025** Agenda #:

C 134

To: **Board of Supervisors** 

From: Ann Elliott, Human Resources Director

Introduce Ordinance No. 2025-011 **Report Title:** 

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

INTRODUCE Ordinance No. 2025-011 amending the County Ordinance Code to exempt from the merit system the new classification Senior Deputy Director, Department of Conservation and Development - Exempt, WAIVE READING and FIX October 7, 2025, for adoption.

#### FISCAL IMPACT.

There is no impact.

#### **BACKGROUND:**

The County Administrator's FY 24/25 Recommended Budget identified two potential positions in the Department of Conservation and Development, pending a job class and salary study. Now, with the studies complete, it is recommended to create the job class of Senior Deputy Conservation and Development Director and add two positions in this class to improve work integration and plan for future department leadership.

The creation of two new leadership positions continues a phased departmental reorganization that began with the elimination of the Land Information and Business Operations Manager role. The upgrade of two Deputy positions to Sr. Deputy-Exempt was also part of this process, addressing new programs, succession planning, and manager retirements.

These changes recognize the department's management of various multi-jurisdictional planning efforts such as Envision Contra Costa, the Climate Action and Adaptation Plan, the Sea Level Rise/Resilient Shoreline Study, the Carbon Sequestration Study, the California Housing Element, affordable housing development, the Just Transition Economic Revitalization Plan, the Green Empowerment Zone, the Northern Waterfront Economic Development Initiative, the Accessible Transportation Strategic Plan, Illegal Dumping, Delta Water planning, and commercial cannabis. These long-term programs often involve federal/state funds, requiring additional management, accountability, and reporting.

The job classification study concludes that the new class and positions will contribute significantly to achieving

File #: 25-3641 Agenda #: **Agenda Date: 9/9/2025** C.134.

the department's long-term organizational management objectives.

## CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, the current situation will persist and succession planning will continue to be unaddressed.

#### **ORDINANCE NO. 2025-11**

# (Exclude from the Merit System the new classification of Senior Deputy Director, Department of Conservation and Development-Exempt)

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

**SECTION I:** Section 33-5.403 of the County Ordinance Code is amended to exclude from the merit system the new classification of Senior Deputy Director, Department of Conservation and Development-Exempt:

## 33-5.403 - Conservation and development.

- (a) The director, department of conservation and development-exempt is excluded and is appointed by the board.
- (b) The class of deputy director, department of conservation and development-exempt is excluded and is appointed by the director of the department of conservation and development.
- (c) The class of assistant deputy director, conservation and developmentexempt is excluded and is appointed by the director of the department of conservation and development.
- (d) The class of economic development manager-exempt is excluded and is appointed by the director of the department of conservation and development.
- (e) The senior deputy director, department of conservation and developmentexempt is excluded and is appointed by the director, department of conservation and development-exempt.

(Ord. Nos.	2025-11 §	1, 9-9-25; 2	2017-19 § 1	1, 7-18-17; :	2015-14, § I,	, 8-18-15; C	rds.
2008-13 §	1, 90-123,	86-12 § 2,	85-32 § 6,	85-26 § 2,	85-22 § 2, 8	4-45 § 1)	

<b>SECTION II</b> : <b>EFFECTIVE DATE</b> . This ordinance	e becomes effective 30 days after
passage, and within 15 days of passage shall be	published once with the names of the
supervisors voting for and against it in the	, a newspaper
published in this County.	
DAGGED ON	L. d. Caller Service
PASSED ON	by the following vote:
AYES:	

NOES:	
ABSENT:	
ABSTAIN:	
ATTEST: MONICA NINO, Clerk of the Board of Supervisors and County Adminis	strator
By:	Board Chair
	[SEAL]



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3562 **Agenda Date: 9/9/2025** Agenda #:

C.135.

To: **Board of Supervisors** 

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with AT&T under the Fast Open Contracts Utilization Services (FOCUS)

Program

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with AT&T Enterprises, LLC for the County's use of the Fast Open Contracts Utilization Services (FOCUS) Program, established by Merced County, as a cooperative procurement vehicle for the acquisition of AT&T technology goods and services, in an amount not to exceed \$2,000,000 for the period of September 15th, 2025, through July 12, 2026.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

The FOCUS (Fast Open Contracts Utilization Services) contract with AT&T will serve as a streamlined and flexible procurement option, enabling the Department of Information Technology to efficiently obtain critical networking equipment, cabling, and related infrastructure. Planned uses of this AT&T contract include support for several key County initiatives, such as the implementation of Webex Calling, core Wide Area Network (WAN) infrastructure upgrades, renewal of server hardware for the Sheriff's Office, and deployment of backup power systems at County radio communications sites. The contract may also be utilized for general network maintenance and emergency replacement of infrastructure components to maintain reliable and secure County operations. Leveraging this contract allows the County to respond quickly to evolving technology requirements while maintaining operational continuity.

The FOCUS Program, established by Merced County through a competitive public solicitation (RFP No. 7370), provides a pre-qualified, legally compliant cooperative contracting vehicle for California local governments and other eligible public entities. The program was developed in accordance with California Government Code 25330-25338 and public procurement best practices. FOCUS allows participating agencies to acquire a wide range of technology solutions including telecommunications, network security, cloud hosting, and consulting services through competitively awarded contracts with multiple vendors such as AT&T.

Legal review by County Counsel has confirmed the eligibility of the County to utilize the FOCUS Program, allowing the County to benefit from pre-competed pricing and terms, reduce procurement timelines, and access a broad portfolio of pre-vetted vendors.

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C.135.

## CONSEQUENCE OF NEGATIVE ACTION:

Without authorization to use the FOCUS Program, County departments would be required to independently conduct time-consuming and duplicative competitive procurements for routine technology needs, potentially resulting in higher costs, administrative delays, and limited vendor competition.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.136.

**To:** Board of Supervisors

**From:** Marc Shorr, Information Technology Director

Report Title: Purchase Order with AMS.NET under the Fast Open Contracts Utilization Services Program

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, execute a purchase order(s) with AMS.NET in an amount not to exceed \$1,000,000, for the County's use of the Fast Open Contracts Utilization Services (FOCUS) Program, as a cooperative procurement vehicle for the acquisition of technology goods and services, for the period of September 15, 2025, through May 17, 2026.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25/26 budget. 100% User Departments.

#### **BACKGROUND:**

The FOCUS contract will serve as a streamlined and flexible procurement option, enabling the Department of Information Technology to efficiently obtain advanced technology products and services through AMS.net. Planned uses of this contract include potential acquisitions from key providers such as Singlewire Software, VMware, Rubrik, and IBM, supporting critical County initiatives in areas such as communications, virtualization, data protection, and enterprise systems. The contract may also be utilized for ongoing technology modernization and maintenance to ensure secure and reliable County operations. Leveraging this contract allows the County to respond quickly to evolving technology requirements while maintaining compliance and operational continuity.

The FOCUS Program (Fast Open Contracts Utilization Services), established by Merced County through a competitive public solicitation (RFP No. 7370), provides a pre-qualified, legally compliant cooperative contracting vehicle for California local governments and other eligible public entities. The program was developed in accordance with California Government Code 25330-25338 and public procurement best practices. FOCUS allows participating agencies to acquire a wide range of technology solutions with multiple vendors such as AMS.net.

Legal review by County Counsel has confirmed the eligibility of the County to utilize the FOCUS Program, allowing the County to benefit from pre-competed pricing and terms, reduce procurement timelines, and access a broad portfolio of pre-vetted vendors.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without authorization to use the FOCUS Program, County departments would be required to independently

**File #:** 25-3563 **Agenda Date:** 9/9/2025 **Agenda #:** C.136.

conduct time-consuming and duplicative competitive procurements for routine technology needs, potentially resulting in higher costs, administrative delays, and limited vendor competition.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3564 Agenda Date: 9/9/2025 Agenda #:

C.137.

**To:** Board of Supervisors

From: Marc Shorr, Information Technology Director

**Report Title:** Purchase Order with R-Computer

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with R-Computer, in an amount not to exceed \$125,000 for Adobe software licensing and support, subject to the terms of Adobe's General Terms of Use, for the period of September 24, 2025, through September 23, 2026, and for annual periods thereafter.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

The Department of Information Technology's Network and Endpoint Services (NES) staff distributes, tracks and manages Adobe licensing for 15-20 County departments, using proper oversight to meet both operational and compliance needs. The NES staff assists County departments in choosing the right Adobe licensing plan, and provides centralized license management, assigning and reassigning licenses as needed, tracking license usage, ensuring compliance and providing technical support. This renewal allows participating departments uninterrupted access to Adobe applications as well as the latest features and updates.

Adobe's General Terms of Use includes an indemnification provision requiring the County to indemnify Adobe, as well as a limitation of Adobe's liability to the amount paid for the software during the three-month period preceding the event giving rise to the claim.

The purchase order is for the initial period of September 24, 2025, through September 23, 2026, and for annual periods thereafter in the absence of termination by either the County or Adobe. This purchase is being made via sole source justification for product and service continuity. Sole source was approved by Purchasing on August 12, 2025.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Not renewing Adobe licensing may expose County departments to risks that could impact security, operational

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efficiency, financial costs, and vendor support. Maintaining proper licensing helps the County avoid these challenges and ensures operations continue smoothly and securely.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3565 **Agenda Date: 9/9/2025** Agenda #:

C.138.

To: **Board of Supervisors** 

From: Marc Shorr, Information Technology Director

Report Title: Contract Amendment and Extension with Sirius Computer Solutions, LLC

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute contract amendment with Sirius Computer Solutions, LLC (a CDW Company), an IBM reseller, to increase the payment limit by \$260,000 to a new payment limit of \$660,000, to provide IBM System Z Mainframe Operating System services, and extend the term through October 31, 2027.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

The County uses the IBM System Z mainframe operating system on its mainframe servers. During the term of the contract, Sirius Computer Solutions, LLC, will work with County employees, under the direction of the Chief Information Officer, to provide IBM System Z mainframe operating system support on an as-needed basis, including without limitation, general trouble-shooting assistance, application support, and system software administration. The contract includes provisions requiring the contractor to indemnify the County for any claims for infringement of a third party's intellectual property rights to the extent the infringement claims are based on Contractor's performance of support services under the contract.

Contract number 4725500 with Sirius Computer Solutions, LLC was originally approved by the Board of Supervisors December 14, 2021, and an amendment and extension was approved by the Board of Supervisors on October 24, 2023. This request to amend the contract's payment limit by \$260,000 to a new payment limit of \$660,000 and extend end date from October 31, 2025, to October 31, 2027, is necessary for continued support and continuity of knowledgeable service to ensure ongoing security, reliability, and efficiency of the County mainframe.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the County's critical mainframe production job processing can negatively impact Finance, Land Information Systems (Assessor, Tax Collector & Auditor Controller) and Property Tax Systems (Secured, Unsecured, Redemption and Delinquent).

**Agenda Date:** 9/9/2025 File #: 25-3565 Agenda #: C.138.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3566 **Agenda Date: 9/9/2025** Agenda #:

C 139

To: **Board of Supervisors** 

From: Marc Shorr, Information Technology Director

**Report Title:** Purchase Order with Runner Technologies, Inc.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Runner Technologies, Inc. in an amount not to exceed \$17,000 for the renewal of annual software licenses to update PeopleSoft address tables for the period of November 1, 2025, through October 31, 2026, and for annual periods thereafter.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

Runner Technologies, Inc., doing business as Runner EDQ, provides CLEAN Address software which is an address verification solution that verifies, validates, and corrects any address being entered into the PeopleSoft system in real-time. The integration with PeopleSoft ensures that addresses are correct and are standardized at the point of entry and for existing data via batch and change of address processing. CLEAN Address verifies and standardizes U.S. addresses which reduces returned mail, enforces data standards and saves data entry time.

Runner EDQ's End User License Agreement contains a limitation of liability capping damages at the amount of fees paid by the County to Runner EDQ in the twelve (12) month period immediately preceding the events giving rise to such cause. The agreement also contains an indemnification provision from the County to Runner EDQ for claims arising from the County's unauthorized use of the software.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase is not approved, there is a higher likelihood of contact data being inaccurate.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3567 **Agenda Date: 9/9/2025** Agenda #:

C 140

To: **Board of Supervisors** 

From: Marc Shorr, Information Technology Director

**Report Title:** Contract with Sentio LLC

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Sentio LLC in an amount not to exceed \$15,000, subject to Sentio's Terms of Service Agreement dated March 27, 2025, to provide call answering service for the period of September 1, 2025, through August 31, 2026.

#### **FISCAL IMPACT:**

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

The Department of Information Technology (DoIT), Communications Division, is responsible for receiving and responding to reports from County departments and employees regarding service outages, interruptions, or performance issues affecting the County's telecommunications infrastructure. This includes, but is not limited to, telephone services, internet connectivity, and emergency communications systems.

To support these operations, the Communications Division utilizes call answering services provided by Sentio LLC, doing business as Emvia (formerly known as Call Center Sales Pro), under the following circumstances:

Daytime Call Overflow Management: During peak hours, or when staff are unavailable due to departmental meetings, calls can be redirected to Sentio's answering service, ensuring that every call is attended to promptly.

After-Hours Call Handling: Outside of regular business hours, Sentio's answering service will manage incoming calls, providing information, taking messages, or escalating critical issues to the appropriate on-call staff.

The Terms of Service Agreement provided by Sentio includes an indemnification provision in which the County agrees to indemnify Sentio for any claim arising from the County's use of the services. It also contains a limitation of liability clause that caps Sentio's liability to the lesser of seventy-five thousand dollars (\$75,000) or the total amount of service fees paid by the County during the twelve (12) consecutive months preceding the event(s) giving rise to the claim. Upon signing, both Parties may announce the Agreement; all other publicity

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3567

C.140.

requires prior written consent, not unreasonably withheld. Sentio may use the County's name or logo in marketing materials only with the County's prior written approval.

## CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the department may face challenges in effectively communicating with the public, other departments, and external partners, which could create operational difficulties.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3568 **Agenda Date: 9/9/2025** Agenda #:

C 141

To: **Board of Supervisors** 

From: Marc Shorr, Information Technology Director

**Report Title:** Contract with Computacenter United States, Inc.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Computacenter United States, Inc. in an amount not to exceed \$75,000 for professional services to support the implementation of the County's Enterprise Private Cloud environment, for the period of September 15, 2025, to September 14, 2026.

#### **FISCAL IMPACT:**

The cost of this purchase is included in the Department's FY 25-26 budget. 100% User Departments.

#### **BACKGROUND:**

The Department of Information Technology (DoIT) is implementing a modern Enterprise Private Cloud environment to enhance service delivery, improve system scalability, and strengthen data protection for internal County operations. This effort supports the County's goal of consolidating infrastructure, improving resource efficiency, and aligning with industry best practices in cloud technologies. All required hardware and software including Cisco UCS, VMware Cloud Foundation, Pure Storage, and Rubrik Security Cloud - have been previously procured. The County now requires specialized professional services to complete the installation, configuration, and training necessary to fully implement the environment.

Computacenter was selected to provide these services based on their subject matter expertise, proven past performance, and alignment with the County's technical and project management requirements. The purchase is being made under a sole source justification, as Computacenter is uniquely positioned to deliver these services without disruption to existing operations, ensuring continuity, efficiency, and compliance with County standards.

Under the contract, except for liability arising from claims for bodily injury, death, and property damage arising out of the contractor's performance and the contractor's indemnity obligations, the maximum liability for damages is either the aggregate amount of fees paid to the contractor for services during the previous 12-month period or \$100,000. The County also agrees to a special condition to defend, indemnify and hold Contractor harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees),

File #: 25-3568 **Agenda Date: 9/9/2025** Agenda #: C.141.

claims and liabilities arising out of any claim by a third party relating to the County's negligence or misconduct in performing this Contract or any claim of infringement of a third party's U.S. patent, trade secret, or copyright arising from County's unauthorized use of any hardware and/or software products purchased by County.

DoIT consulted with County Labor Relations and confirmed that the specialty professional services provided by Computacenter US, Inc. do not duplicate DoIT staff responsibilities and notification to any union groups was not necessary.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If professional services with Computacenter are not secured, the County may experience delays in implementing the Enterprise Private Cloud, along with potential challenges in system configuration, service delivery, and meeting data protection objectives.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: RES 2025-291 **Agenda Date: 9/9/2025** Agenda #:

C 142

To: **Board of Supervisors** 

From: Alison McKee, County Librarian

**Report Title:** Resolution to change the Crockett Library hours

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT a Resolution to modify the schedule of Contra Costa County Library branch operating hours to effect a change beginning October 1, 2025 at the Crockett Library.

#### FISCAL IMPACT:

None.

#### **BACKGROUND:**

The Crockett Library is currently open Monday 2:00-8:00, Wednesday and Friday 11:00-5:00, Saturday 10:00-4:00 and closed on Tuesday, Thursday, and Sunday. Changing the Saturday open hours to 11:00-5:00 will align with the work schedule of a new staffing model and create a more consistent open hours schedule for the public. Additionally, the Crockett Library is currently the only library in the county that is not open until at least 5:00 p.m. on Saturdays.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The hours of the Crockett Library will remain unchanged and will be misaligned with staff work shifts and less convenient for the public.

File #: RES 2025-291 **Agenda Date: 9/9/2025** Agenda #: C.142.

## THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

## IN THE MATTER OF

Resolution to change the Crockett Library open hours

WHEREAS, on September 20, 2022, the Board of Supervisors adopted Resolution 2022/270 authorizing a change in operating hours for the library that deviated from the standard operating hours (8 am-12 noon; 1 pm-5 pm) set under County Ordinance No. 22-2.202; and WHEREAS, the library wishes to continue its practice of offering hours beyond what is prescribed in County Ordinance No. 22-2.202 (7:30 am to 5 pm, Monday to Friday, No Lunch Breaks) to better accommodate the needs of the public; and

WHEREAS, the Crockett Library is currently open 10:00-4:00 on Saturdays;

NOW, THEREFORE, BE IT RESOLVED The Board of Supervisors does hereby approve the request to update the hours of operation for the libraries to the hours shown in the attached table (Attachment A) and BE IT FURTHER RESOLVED that this resolution supersedes and replaces Resolution No. 2025/274, which was adopted by the Board on March 11, 2025.

File #: RES 2025-291 **Agenda Date:** 9/9/2025 Agenda #: C.142.



# REVISED TABLE A ATTACHMENT September 9, 2025 (Effective 10-1-2025)

Department Operating Hours Outside of County Statute

Library	as of county statute			
Library Address	Hours Approved Resolution No. 2025/274	Current Hours/Week	Proposed Operating Hours	Proposed Hours/Week
Antioch Library 501 W. 18th Street 94509	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Bay Point Library 205 Pacifica Avenue 94565	2:30pm-8pm (Mon, Tues, Thurs); 1:30pm-8pm (Wed); 2:30pm-6pm (Fri); 10am-6pm (Sat); Closed (Sun)	34.5	NO CHANGE	34.5
Brentwood Library 104 Oak Street 94513	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun)	52	NO CHANGE	52
Clayton Library 6125 Clayton Road 94517	Noon-8pm (Tues); 10am-6pm (Wed - Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Concord Library 2900 Salvio Street 94519	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun)	52	NO CHANGE	52
Crockett Library 991 Loring Avenue 94525	2pm-8pm (Mon); 11am-5pm (Wed, Fri);10am-4pm (Sat); Closed (Tues, Thurs, Sun)	24	2pm-8pm (Mon); 11am-5pm (Wed, Fri, Sat); Closed (Tues, Thurs, Sun)	24
Danville Library 400 Front Street 94526	10am-8pm (Mon-Thurs);10am-6pm (Fri, Sat); Closed (Sun)	56	NO CHANGE	56
Dougherty Station Library 17017 Bollinger Canyon Road, San Ramon,94582	10am-8pm (Tues, Wed, Thurs); 9am-5pm (Fri, Sat), Closed (Sun, Mon)	46	NO CHANGE	46
El Cerrito Library 65l0 Stockton Avenue 94530	10am-8pm (Tues, Wed, Thurs); 9am-5pm (Fri, Sat), Closed (Sun, Mon)	46	NO CHANGE	46
El Sobrante Library 4191 Appian Way 94803	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Hercules Library 109 Civic Drive 94547	10am-8pm (Tues, Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	46	NO CHANGE	46
Kensington Library 61Arlington Avenue 94707	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Lafayette Library 3491 Mt. Diablo Boulevard 94549	10am-8pm (Mon-Thurs);9am-5pm (Fri, Sat); Closed (Sun)	56	NO CHANGE	56
Martinez Library 740 Court Street 94553	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Moraga Library 1500 St. Mary's Road 94556	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Oakley Library l050 Neroly Road 94561	Noon-8pm (Tues); 10am-6pm (Wed - Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Orinda Library 26 Orinda Way 94563	10am-8pm (Mon-Thurs); 10am-6pm (Fri, Sat); Closed (Sun)	56	NO CHANGE	56
Pinole Library 2935 Pinole Valley Road 94564	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Pittsburg Library 80 Power Avenue 94565	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun.)	52	NO CHANGE	52
Pleasant Hill Temporary Library, 100 Gregory Lane, Pleasant Hill 94523	Noon-8pm (Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun, Mon)	40	NO CHANGE	40
Prewett Library 4703 Lone Tree Way, Antioch 94531	10am-7 pm (Tues); 12pm-8pm (Wed, Thurs); 12pm-5pm (Fri, Sat)	35	NO CHANGE	35
Rodeo Library 220 Pacific Avenue 94572	11am-5pm (Mon); 1pm-7pm (Tues, Thurs); 12pm-5pm (Sat); Closed (Sun, Wed, Fri)	24	NO CHANGE	24
San Pablo Library 13751 San Pablo Avenue 94806	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun.)	52	NO CHANGE	52
San Ramon Library 100 Montgomery Street 94583	10am-8pm (Mon-Thurs);9am-5pm (Fri, Sat); Closed (Sun)	56	NO CHANGE	56



Walnut Creek Library 1644 North Broadway 94596	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun)	52	NO CHANGE	52
Ygnacio Valley Library 2661Oak Grove Road, Walnut Creek 94598	10am-8pm (Mon, Tues); 10am-6pm (Wed, Thurs); 9am-5pm (Fri, Sat); Closed (Sun)	52	NO CHANGE	52
Project Second Chance - Central 2151 Salvio Street, Suite 299 Concord, CA 94520	9am - 5pm (Mon-Fri); Closed (Sat, Sun)	40	NO CHANGE	40
Project Second Chance - East 50I W. 18th Street Antioch 94509	10am-6pm (Wed, Thurs); Closed (Fri – Tues)	16	NO CHANGE	16
Project Second Chance - West/ San Pablo 13751 San Pablo Avenue 94806	Noon-8pm (Mon); 10am-6pm (Tues, Wed, Thurs); Closed (Fri – Sun)	32	NO CHANGE	32
Project Second Chance - West/Hercules 109 Civic Drive 94547	No longer a PSC Site	0	NO CHANGE	0
Project Second Chance – East/Brentwood 104 Oak Street, 94513	Noon-8pm (Tues); Closed (Wed, Thurs); 9am-5pm (Fri); Closed (Sat, Sun, Mon)	16	NO CHANGE	16
Library Administration 777 Arnold Drive, Suite 210, Martinez 94553	8am-5pm (Mon-Fri); Closed (Sat,Sun)	40	NO CHANGE	40



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3570 **Agenda Date: 9/9/2025** Agenda #: C 143

To: Board of Supervisors

From: Alison McKee, County Librarian

**Report Title:** Purchase Order Amendment with Midwest Tape, LLC For Audiovisual Materials Through

March 31, 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 amendment with Midwest Tape, LLC, to change the term to April 1, 2025 through March 31, 2028 for audiovisual materials with no change to the payment limit.

#### **FISCAL IMPACT:**

100% Library Fund.

#### **BACKGROUND:**

On May 13, 2025, the Board authorized a three-year purchase order starting July 1, 2025, through June 30, 2028, with Midwest Tape, LLC, in an amount not to exceed \$600,000. The Library, instead, respectfully requests to amend the purchase order to be effective April 1, 2025, through March 31, 2028, so as not to begin or end during Fiscal Year End dual processing, when some invoice dates for products received after July 1 are dated in the previous fiscal year. The amendment to the term will ensure all invoices are paid in the correct fiscal year and on the correct purchase order without payment delay in Workday.

Midwest Tape, LLC offers the Contra Costa County Library access to DVDs, music CDs, and Audiobooks to support the recreational, educational, and informational needs of its patrons. Library patrons need convenient access to high quality recreational, educational, and general interest audiovisual materials from popular publishers and studios. Midwest Tape supports the Library in providing current and timely access to information for patrons throughout the County and saves considerable staff and funding resources in doing so by providing robust billing support and product management to the Library.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order amendment is not approved, the Contra Costa County Library will not be able to pay the invoices applicable through Workday.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3571 **Agenda Date: 9/9/2025** Agenda #: C 144

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order Amendment with Baker & Taylor, LLC for Library Materials Through March

31, 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 amendment with Baker & Taylor, LLC, to change the term to April 1, 2025 through March 31, 2028 for library materials (books) with no change to the payment limit.

### **FISCAL IMPACT:**

100% Library Fund.

#### **BACKGROUND:**

On May 13, 2025, the Board authorized a three-year purchase order starting July 1, 2025, through June 30, 2028, with Baker & Taylor, LLC, in an amount not to exceed \$9,000,000. The Library, instead, respectfully requests to amend the purchase order to be effective April 1, 2025, through March 31, 2028, so as not to begin or end during Fiscal Year End dual processing, when some invoice dates for products received after July 1 are dated in the previous fiscal year. The amendment to the term will ensure all invoices are paid in the correct fiscal year and on the correct purchase order without payment delay in Workday.

Baker & Taylor, LLC offers the Contra Costa County Library access to books to support the recreational, educational, and informational needs of its patrons. Library patrons need convenient access to high quality recreational, educational, and general interest books from popular publishers and authors. Baker and Taylor supports the Library in providing current and timely access to information for patrons throughout the County and saves considerable staff and funding resources in doing so by providing seamless integration with the Library's existing technologies, robust customer service, and highly specified processing services for materials purchased. This saves the Library considerable staff and financial resources.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order amendment is not approved, the Contra Costa County Library will not be able to pay the invoices applicable through Workday.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-35 C.145.	72 Agenda Date: 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Alison McKee, County Librarian	
Report Title:	Accept Lafayette Friends Donation for Increasing Adult/Children's Collections.	
⊠Recommenda	ation of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the County Librarian, or designee, to accept a donation of \$35,000 from Lafayette Friends to increase the Library's adult/children's collections.

### **FISCAL IMPACT:**

\$35,000 Library Fund

### **BACKGROUND:**

The Library Department has received a donation from the Friends of the Lafayette Library. This donation is to be used to add to the Adult and children's materials at the Lafayette Library

Per Administrative bulletin 117.7, Gifts and Bequests to the County, "receipt of each gift or bequest having a value of \$10,000 or more requires acceptance or rejection by the Board of Supervisors."

### **CONSEQUENCE OF NEGATIVE ACTION:**

The Library will be unable to receive the donation revenue.

**File #:** 25-3572 **Agenda Date:** 9/9/2025 **Agenda #:** C.145.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-35 C.146.	Agenda Date: 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Alison McKee, County Librarian	
-	Purchase Order with SSP Data for Barracuda Web Security Gateworks 18, 2026	yay Subscription
⊠Recommenda	tion 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 SSP Data, subject to the terms of their Legal Terms and Conditions, in an amount not to exceed \$3,111 for the renewal of the Barracuda Web Security Gateway subscription, for the period September 19, 2025, through September 18, 2026.

#### FISCAL IMPACT:

100% Library Fund.

## **BACKGROUND:**

The Library utilizes a Barracuda Web Security Gateway device to provide content filtering for the patron-use computers located in designated Children's areas within the library locations. Barracuda Web Security Gateway subscriptions allow the web filter device to receive the latest updates and replace the device if it fails.

Terms and Conditions include a limitation of liability which was reviewed by County Counsel.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, Contra Costa County Library will not be able to receive updates needed to maintain or replace the web filter device. If the device fails, the Library will not be able to provide content filtering for the patron-use computers located in designated Children's areas within the library locations.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

<b>File #:</b> 25-35 C.147.	Agenda Date: 9/9/2025 Age	enda #:
То:	Board of Supervisors	
From:	Alison McKee, County Librarian	
-	: Purchase Order Amendment with BMI Imaging Systems, Inc. for El Cerrito H Digitization Project	listorical
⊠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 BMI Imaging Systems, Inc., to increase the payment limit by \$10,402 to a new payment limit of \$35,102 for the El Cerrito Historical Newspaper Digitization project.

#### **FISCAL IMPACT:**

100% Library Fund.

#### **BACKGROUND:**

On April 15, 2025, the Board approved a \$24,700 purchase order to digitize El Cerrito historical newspapers based on the vendor's estimate. The initial order was estimated due to the fragility of the materials, which prevented accurate page counts until the project was completed. With the final volume of digitization, the total cost came to \$35,102, requiring an increase in the purchase order limit.

The Library provides digital access to historical newspapers. This project will enable the library to offer access to additional issues of the El Cerrito Journal that are currently stored and too delicate to handle physically.

The terms and conditions include a limitation of liability provision that cap BMI's liability at the lower of the amount of fees paid in the prior 12 months or \$100,000 and an indemnification from the County to BMI for any third-party claims resulting from the County's data or use of the product.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with digital access to these historical issues of the El Cerrito Journal.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

<b>File #:</b> 25-35 C.148.	75 <b>Agenda Date</b> : 9/9/2025	Agenda #:
То:	Board of Supervisors	
From:	Alison McKee, County Librarian	
Report Title: 2026	Purchase Order with General Datatech, LP for Cisco Duo Subscrip	otion through July 15,
⊠Recommenda	ntion 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 General Terms, in an amount not to exceed \$913 for the renewal of Cisco Duo subscription, for the period July 16, 2025, through July 15, 2026.

### **FISCAL IMPACT:**

100% Library Fund.

#### **BACKGROUND:**

The Library will utilize Cisco Duo for multi-factor authentication of staff with elevated permissions. This provides an additional layer of security to prevent cyber-attacks.

The terms and conditions include a limitation of liability provision and indemnification language which was reviewed by County Counsel.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The Library will utilize Cisco Duo for multi-factor authentication of staff with elevated permissions. This provides an additional layer of security to prevent cyber-attacks.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

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C.149.	Agenda Date: 9/9/2025	Agenda #:
То:	Board of Supervisors	
From:	Alison McKee, County Librarian	
-	Purchase Order with Califa Group for Quipu Group, LLC's Patription through October 31, 2026	on Incident Tracking
⊠Recommenda	tion 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 Califa Group, subject to the terms of the Quipu Master Services Agreement (Software as a Service), in an amount not to exceed \$6,454 for the renewal of Quipu Group LLC's Patron Incident Tracking System subscription, for the period November 1, 2025, through October 31, 2026.

#### FISCAL IMPACT:

100% Library Fund.

### **BACKGROUND:**

The Library Department has used and continues to use the Patron Incident Tracking System from Quipu Group LLC. which provides staff with a secure web-based application to create clear and consistent incident reporting, send notifications to appropriate staff members and keep track of which patrons are currently suspended or trespassed.

Quipu's Master Services Agreement (SaaS) includes limitation of liability and indemnification provisions, 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 a way for staff to keep track of patron incidents in a searchable database. Staff will need to create incident reports in a non -searchable format.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3577 **Agenda Date: 9/9/2025** Agenda #: C 150

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Orange Boy, Inc. for Savannah with SmartyCat Subscription Bundle

through October 31, 2026

⊠ 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 Orange Boy, Inc., subject to the terms of their Terms and Conditions, in an amount not to exceed \$25,669 for the renewal of the Savannah with SmartyCat subscription bundle, for the period November 1, 2025, through October 31, 2026.

#### FISCAL IMPACT:

100% Library Fund.

## **BACKGROUND:**

The Library has used and continues to use Orange Boy, Inc. for its Savannah with SmartyCat platform. The Savannah with SmartyCat platform is a community engagement platform built exclusively for libraries, by libraries. It is a cloud-based platform backed by market leading analytics and a team of dedicated, experienced professionals that is designed exclusively to help the Library connect with its communities in new meaningful ways, and to help patrons connect to Library services.

The Terms and Conditions include limitation of liability, indemnification language and the governing law and jurisdiction is Ohio law, and was reviewed by County Counsel.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, the Contra Costa County Library will not have the support required to connect to the community, and for patrons to connect to Library services.



1025 ESCOBAR STREET MARTINEZ, CA 94553

Agonda #.

# Staff Report

Agonda Data: 0/0/2025

File #: 25-35 C.151.	78 <b>Agenda Date</b> : 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Alison McKee, County Librarian	
Report Title: through Aug	Purchase Order with General Datatech, LP for Cisco Identity ust 29, 2026	Service Engine Subscription
⊠Recommenda	ation of the County Administrator   Recommendation of Board Comm	ittee

#### **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 Terms of Use and the Cisco General Terms, in an amount not to exceed \$9,453 for the renewal of Cisco Identity Service Engine subscription, for the period August 30, 2025, through August 29, 2026.

#### **FISCAL IMPACT:**

100% Library Fund

## **BACKGROUND:**

The Library will utilize Cisco Identity Service Engine (ISE) for network access control. This allows the Library to control what devices and users can access the network infrastructure.

The terms and conditions include a limitation of liability provision and indemnification language which was reviewed by County Counsel.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, Contra Costa County Library will not be able to control access to the computer network allowing for easier intrusion by cybercriminals.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-35 C.152.	79 <b>Agenda Date:</b> 9/9/2025	Agenda #:
To:	Board of Supervisors	
From:	Alison McKee, County Librarian	
Report Title:	Purchase Order with DigiCert, Inc. for the Ultra DNS Subscription th	100 nrough May 31, 2027
⊠Recommenda	tion 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

# Staff Report

<b>File #:</b> 25-35 C.153.	80 <b>Agenda Date:</b> 9/9/2025	Agenda #:
То:	Board of Supervisors	
From:	Alison McKee, County Librarian	
•	Purchase Order with Zoho Corporation for ManageEngine OpM through August 31, 2028	<b>Manager Plus Professional</b>
⊠Recommendation of the County Administrator □ Recommendation of Board Committee		e 

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation, subject to the terms of their OpManager License Agreement, in an amount not to exceed \$14,050 for the renewal of ManageEngine OpManager Plus Professional subscription, for the period September 1, 2025, through August 31, 2028.

#### **FISCAL IMPACT:**

100% Library Fund.

### **BACKGROUND:**

Library Department has and continues to use ManageEngine software provided by Zoho Corporation to manage networks, servers, applications, service desk, Active Directory, security, desktops, and mobile devices.

The OpManager License Agreement includes Limitation of Liability language reviewed by County Counsel.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, the Contra Costa County Library's IT operations will not be able to function as they have been, and library services to patrons will be impacted.



Eila #: 25 2591

# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

Agonda #.

# Staff Report

Agonda Data: 0/0/2025

C.154.	Agenua Date. 9/9/2020	Agellua #.
To:	Board of Supervisors	
From:	Alison McKee, County Librarian	
-	Contract with Ventura Business Systems, Inc. for ITC and PVC cash services through September 30, 2026.	n handling and
⊠Recommenda	tion of the County Administrator   Recommendation of Board Committee	

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the County Librarian, or designee to execute a contract, subject to approval by the County Administrator and approval as to form by the County Counsel, or their designees, including modified insurance language with Ventura Business Systems, Inc. in an amount not to exceed \$100,000 for cash handling services and maintenance services on Library ITC and PVC for the period October 1, 2025 through September 30, 2026.

#### FISCAL IMPACT:

100% Library Fund.

#### **BACKGROUND:**

The Library Department requires cash handling (pick up, count, and deposit of cash and coin) and maintenance services on the Library's cash collecting equipment that enables patrons to print and photocopy using the Library's printers and copiers. This contract will be in effect for one (1) year.

The contract provisions include modified insurance provisions that increase the amount of General Liability coverage and adds Crime & Theft and Employee Dishonesty Liability coverage, and which were approved by Risk Management.

Government Code Section 31000 authorizes the County to contract for services including the services that Ventura Business Systems, Inc. provides.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If the contract is not approved, the Library Department will not be able to provide efficient printing or photocopying services to the Public.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-35 C.155.	82 <b>Agenda Date:</b> 9/9/2025	Agenda #:
То:	Board of Supervisors	
From:	Alison McKee, County Librarian	
Report Title: Through Jun	Purchase Order With Children's Plus Inc., DBA Libraria For The e 30, 2028	Purchase of Books
⊠Recommenda	ation 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 Children's Plus Inc., DBA Libraria, subject to the terms of their Terms & Conditions, in an amount not to exceed \$3,000,000 for the purchase of books, for the period July 1, 2025, through June 30, 2028.

### **FISCAL IMPACT:**

100% Library Fund.

#### **BACKGROUND:**

The Library offers patrons physical materials for all ages and would order physical materials through Children's Plus Inc., DBA Library. Materials from the vendor include full processing so items arrive shelf-ready. Orders through this vendor assist the Library in meeting the educational, recreational, and informational needs of its communities.

The terms and conditions include limitation of liability and indemnification language which was 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 with the books and materials available through Libraria.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3583 **Agenda Date: 9/9/2025** Agenda #:

C 156

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Contract with Penguin Random House LLC for author talk services by Percival Everett on

**November 8, 2025.** 

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the County Librarian, or designee to execute a contract, including modified indemnification and limitation of liability language, with Penguin Random House LLC, in an amount not to exceed \$35,000 for author talk services by Percival Everett on November 8, 2025.

#### **FISCAL IMPACT:**

\$15,000 Library Fund; \$10,000 Los Medanos College; \$5,000 Library Foundation of Contra Costa; \$5,000 Richmond Public Library Foundation

#### **BACKGROUND:**

Read Contra Costa is an annual event that encourages all county residents and library users to share in the experience of reading and discussing the same book. This year's program runs from Tuesday, September 2 through Saturday, November 8, 2025.

The culminating event is a two-hour session with Percival Everett at Los Medanos College on Saturday, November 8th at 11:00 a.m. He will give a 40-minute talk followed by a 20-minute Q&A session. Mr. Everett will sign books for an hour after the talk.

This year, the Contra Costa County Library is proud to partner with the Richmond Public Library, Los Medanos College, Diablo Valley College, and Contra Costa College to bring this program to the entire county community.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the contract is not approved, the culminating author event for this year's Read Contra Costa will not happen



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3584 **Agenda Date: 9/9/2025** Agenda #: C.157. To: **Board of Supervisors** From: Esa Ehmen-Krause, County Probation Officer **Report Title:** Find Help Subscription Purchase Order ⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the purchasing agent, on behalf of the Probation Department to execute a purchase order containing modified indemnification with Aunt Bertha a public benefit company, (DBA Findhelp), in an amount not to exceed \$21,828 for the purchase of a subscription to a community self-help site for the period September 1, 2025 through August 31, 2026.

## **FISCAL IMPACT:**

This purchase will be funded by the General Fund.

#### **BACKGROUND:**

To cast a wider net and expand social services in the community, the Probation Department partnered with the community site Findhelp.org in 2024. Through this site, clients are connected to services in their area based on the needs they identify in their search. Some examples clients can search for include assistance with food, housing, legal services, financial assistance, healthcare, transportation and more. Each category has multiple subcategories to further define the type of aid needed. Once a client has contacted the site, they are connected to service provider(s) who can help.

By executing this purchase order, Findhelp will continue to provide the Probation Department project management, system training, best practices, technical support, and a media and marketing kit to ensure the website stays current and continues to attract clients. The terms of this agreement contain modified indemnification language.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If unapproved, the Probation Department would be unable to connect people to programs to improve outcomes.

**Agenda Date:** 9/9/2025 File #: 25-3584 Agenda #: C.157.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3585 **Agenda Date: 9/9/2025** Agenda #:

C 158

To: **Board of Supervisors** 

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Inter-County Placement Amendment County of Sonoma

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute an amendment, to the original agreement with the County of Sonoma, as executed on September 1, 2024, for the placement of wards in their facility at the increased rate of \$390 per ward per day for the term of July 1, 2025 through June 30, 2026.

#### **FISCAL IMPACT:**

This is 100% funded by the Juvenile Justice Realignment Block Grant.

#### **BACKGROUND:**

With the closure of the Division of Juvenile Justice (DJJ), the responsibility for youth offenders transferred from state to local jurisdictions. DJJ was one of the few facilities in the State that offered Sex Offender Treatment to juveniles. To continue this same specialized treatment, local jurisdictions worked together to develop a regional model for Juvenile Sex Offender Treatment. Sonoma County has been designated as one of the regional locations to provide this program.

The Probation Department has had an agreement with the County of Sonoma since 2021. In the most recent renewal agreement, effective September 1, 2024, the County of Sonoma added language to the contract to allow it to self-renew in perpetuity with the review of rates each new year. Each renewal will also align with the fiscal year, from July 1st through June 30th.

The department is requesting approval of this retroactive request to July 1, 2025, due to administrative delays that prevented this request coming to the Board timely. No placements have been made since July, therefore, no invoices at the higher rate are due at this time.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Probation will be unable to place juvenile sex offenders at the County of Sonoma facility for treatment.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3586 **Agenda Date: 9/9/2025** Agenda #:

C.159.

To: **Board of Supervisors** 

From: Esa Ehmen-Krause, County Probation Officer

**Report Title:** Purchase Order with LexisNexis Risk Solutions

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Probation Officer, to execute a purchase order with LexisNexis Risk Solutions, in an amount not to exceed \$37,000 for the purchase of an investigative tool, for the period August 1, 2025 through July 31, 2026.

#### **FISCAL IMPACT:**

This will be 100% funded by the General Fund.

### **BACKGROUND:**

LexisNexis Accurint Virtual Crime Center is designed for Law Enforcement and contains information not available to the public. Probation uses this product to locate clients and family members of youth in our Placement unit. Several of the youth in our care have limited information on extended family members. LexisNexis helps bridge this gap by locating potential placement homes with the family information the Probation Office has input. Additionally, the law enforcement data helps to determine if potential homes are appropriate for the youth. The Probation Department's goal is to reduce the number of youths placed in nonrelative care homes.

The purchase is subject to the LexisNexis Terms and Conditions which include an indemnity provision and a limitation of liability.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If unapproved, the Probation Department will lose a vital investigative tool that aids in making critical decisions regarding the care of youth clients.

**Agenda Date:** 9/9/2025 File #: 25-3586 Agenda #: C.159.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3587 **Agenda Date: 9/9/2025** Agenda #: C.160. To: **Board of Supervisors** From: Ellen McDonnell, Public Defender Report Title: Stand Together Contra Costa Contract ⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Jewish Family and Community Services East Bay, in an amount not to exceed \$419,784 to provide civil legal deportation defense and community services for Stand Together Contra Costa, for the period July 1, 2025 through June 30, 2026.

#### FISCAL IMPACT:

Estimated FY 25-26 cost \$419,784 and is 100% budgeted by the Department's General Fund allocation.

#### **BACKGROUND:**

On September 19, 2017, the Board of Supervisors unanimously voted to establish Stand Together Contra Costa, a collaborative partnership between the County and local community-based organizations to provide rapid response, legal services, and community education services to support safety and due process for immigrant families in Contra Costa County. Stand Together Contra Costa provides culturally responsive, no-cost legal defense services, and immigrant rights education and training to promote equity and due process for immigrant families in Contra Costa. Jewish Family and Community Services East Bay has been a partner agency providing immigration legal services with Stand Together Contra Costa since the program's inception.

The Department is requesting approval of this retroactive contract due to an administrative delay involving the contract review and approval process.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the civil legal deportation defense and community services currently provided by Stand Together Contra Costa would be severely disrupted since this contract funds ongoing legal representation for Contra Costa residents with currently pending deportation hearings. If the contract is not approved, it would leave the majority of current clients of Stand Together Contra Costa without access to legal due process in their deportation hearings.

**Agenda Date:** 9/9/2025 File #: 25-3587 Agenda #: C.160.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: 25-3588 **Agenda Date:** 9/9/2025 Agenda #:

C 161

To: **Board of Supervisors** 

From: Ellen McDonnell, Public Defender

**Report Title:** Purchase Order with Regents of The University of California, on behalf of Continuing Education

of the Bar (CEB)

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of Office of the Public Defender, a purchase order and a Subscription Agreement, subject to Terms and Conditions, with Regents of The University of California, on behalf of Continuing Education of the Bar (CEB), in the amount not to exceed \$87,993 for a subscription to the CEB digital product OnLAW PRO, an online research engine, for the period August 1, 2025 through July 31, 2030.

#### **FISCAL IMPACT:**

The subscription cost is included in the department's budget and will be funded 100% by the department's existing County General Fund appropriation.

## **BACKGROUND:**

The Office of the Public Defender (CCPD) seeks to renew a subscription to CEB's OnLAW PRO, an online research engine that allows attorneys to save time and increase efficiency by having the most current law books and online services available. This purchase order includes a Subscription Agreement, subject to CEB's terms and conditions that contains a limitation of liability on behalf of the County that provides CEB is not liable to the County or anyone else for damages or attorney's fees.

## **CONSEQUENCE OF NEGATIVE ACTION:**

CCPD staff will not have the tools to provide various legal services as mandated.

**Agenda Date:** 9/9/2025 File #: 25-3588 Agenda #: C.161.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

File #: RES 2025-292 **Agenda Date:** 9/9/2025 Agenda #:

C 162

To: **Board of Supervisors** 

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and authorize the Public Works Director, or designee, to fully close a portion of Morgan Territory Road, on September 22, 2025, from 8:00 a.m. through 4:00 p.m., for the purpose of a utility pole replacement, Clayton 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 Morgan Territory Road, at 7065 Morgan Territory Road, on September 22, 2025, from 8:00 a.m. through 4:00 p.m., for the purpose of replacing a utility pole, Clayton area. (District II)

#### **FISCAL IMPACT:**

No fiscal impact.

### **BACKGROUND:**

Due to the narrow road width of Morgan Territory Road at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole in support of a County bridge replacement project. There is insufficient road width to set up and operate boom trucks and safely maintain through traffic. PG&E shall follow guidelines set forth by the Public Works Department. This closure and utility work was rescheduled from earlier this year due to an environmental permitting question that has since been resolved.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Pacific Gas & Electric Company 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, Chris Lau-Maintenance, CHP, Sheriff-Patrol Div. Commander

## THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Morgan Territory, at 7065 Morgan Territory Road, on September 22, 2025, from 8:00 a.m. through 4:00 p.m., for the purpose of replacing a utility pole, Clayton area. (District II)

RC25-25

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Morgan Territory Road, at 7065 Morgan Territory Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on September 22, 2025, from 8:00 a.m. through 4:00 p.m., subject to the following conditions:

- 1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.
- 2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
- 3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.
- 4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
- 5. Obtain approval for the closure from the California Highway Patrol, Sheriff's, and the Contra Costa Fire Protection District.

File #: RES 2025-292 **Agenda Date:** 9/9/2025 Agenda #: C.162.



1025 ESCOBAR STREET MARTINEZ, CA 94553

# Staff Report

C.163.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Approve and authorize the Public Works Director, or designee, to fully close a portion of Francisco Way, on October 2, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of a utility pole replacement, Richmond area.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, on October 2, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of overhead utility work, Richmond area. (District I)

#### **FISCAL IMPACT:**

No fiscal impact.

### **BACKGROUND:**

Pacific Gas & Electric Company (PG&E) is replacing an overhead service, installing an overhead transformer and secondary breakers. Due to the narrow road width of Francisco Way at the work site, PG&E has requested the road closure to perform the overhead utility work. There is insufficient road width to set up and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Pacific Gas & Electric Company will be unable to close the road to complete planned utility work replacement.

c: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Chris Lau-Maintenance, CHP, Sheriff-Patrol Div. Commander

**Agenda Date: 9/9/2025** 

Agenda #:

### THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, on October 2, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of overhead utility work, Richmond area. (District I)

#### RC25-31

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, except for emergency traffic, local residents, US Postal Service and garbage trucks, on October 2, 2025, from 8:30 a.m. through 4:00 p.m., subject to the following conditions:

- 1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.
- 2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
- 3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.
- 4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
- 5. Obtain approval for the closure from the California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.
- 6. Pacific Gas & Electric Company shall obtain all required permits from the City of El Cerrito for the portions of the road closure that extend into the El Cerrito rights of way.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.164.

To: Board of Directors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Approve and authorize to fully close a portion of Trinity Avenue & Beloit Avenue, on September 13, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of utility pole replacements, 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 Trinity Avenue and Beloit Avenue on September 13, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of a utility pole replacement, Kensington area. (District I)

## **FISCAL IMPACT:**

No fiscal impact.

## **BACKGROUND:**

Pacific Gas & Electric Company is replacing utility poles on Trinity Avenue and Beloit Avenue. The width of Trinity Avenue and Beloit Avenue will not allow for the operation of a boom truck to replace the utility poles and safely maintain through traffic through the construction site. Applicant must adhere to the permit conditions set forth by the Public Works Director, or designee, prior to and during the road closure.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Pacific Gas & Electric Company will be unable to close the road to complete planned utility pole replacement.

Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Chris Lau-Maintenance, Kensington Police Department.

**Agenda Date: 9/9/2025** 

Agenda #:

## 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 Trinity Avenue and Beloit Avenue on September 13, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of a utility pole replacement, Kensington area. (District I)

#### RC25-30

NOW, THEREFORE, BE IT RESOLVED that permission is granted to PG&E to fully close a portion of Trinity Avenue from 249 Trinity Avenue to Beloit Avenue, and Beloit Avenue from 415 Beloit Avenue to Cambridge Avenue, except for emergency traffic, on September 13, 2025, from 8:30 a.m. through 4:30 p.m., subject to the following conditions:

- 1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.
- 2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
- 3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.
- 4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
- 5. Obtain approval for the closure from the Kensington Police Department and the Fire District.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: RES 2025-295 **Agenda Date: 9/9/2025** Agenda #:

C 165

To: **Board of Supervisors** 

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Approve and Authorize to fully close a portion of McBryde Avenue on September 23, 2025,

from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Richmond area.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

## **RECOMMENDATIONS:**

ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of McBryde Avenue, on September 23, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (District I)

## **FISCAL IMPACT:**

No fiscal impact.

## **BACKGROUND:**

Pacific Gas & Electric Company (PG&E) will be replacing a joint pole hard-set south of existing pole, installing a raptor perch, replacing down guys, transferring services, installing messenger guy, installing a streetlight and trimming overgrown tree/vines. Due to the narrow road width of McBryde Avenue at the work site, PG&E has requested the road closure to complete this overhead work. There is insufficient road width to set up and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Pacific Gas & Electric Company will be unable to close the road to complete planned utility work.

c: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Chris Lau-Maintenance, CHP, Sheriff-Patrol Div. Commander

**Agenda Date: 9/9/2025** 

Agenda #:

## 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 McBryde Avenue, on September 23, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (District I)

## RC25-32

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close McBryde Avenue, from 5847 McBryde Avenue to 5863 McBryde Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on September 23, 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 California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.166.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Approve the Stormwater Management Facilities Operation and Maintenance Agreement for development plan permit DP20-03011, for a project being developed by Alves Lane, L.P., a California limited partnership, Bay area.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT Resolution approving the Stormwater Management Facilities Operation and Maintenance Agreement for development permit DP20-03011, for a project being developed by Alves Lane, L.P., a California limited partnership, as recommended by the Public Works Director, Bay Point area. (District V)

#### FISCAL IMPACT:

No fiscal impact.

#### **BACKGROUND:**

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 89.

## **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, Alex Vazquez-Engineering Services, Jorge Hernandez-Engineering Services, Renee Hutchins-Records, Karen Piona-Records, Michelle Mancuso-Watershed Program/Flood Control, Michelle Giolli-Watershed Planning/Flood Control, Catherine Windham-Flood Control, Samantha Huff-Meta Housing Corporation, Alves Lane, L.P.

Recorded at the request of: Clerk of the Board Return To: Public Works Dept	
THE BOARD OF SUPERVISORS OF CO	NTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and	d Authorities Governed by the Board
Adopted this Resolution onby the followi	ng vote:
AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	
	Resolution No.
IN THE MATTER OF approving the Stormwater Agreement for development plan permit DP20-03011 Alves Lane, L.P., a California limited partnership, as rearea. (District V)	(APN 093-100-061), for a project being developed by
WHEREAS the Public Works Director has recommer Management Facilities Operation and Maintenance A partnership, as required by Conditions of Approva agreement would ensure the operation and maintenance approved Stormwater Control Plan and approved Op Permit DP20-03011, which is located at 301 Alves Lan Bay Point area.	greement with Alves Lane, L.P., a California limited l for Development Plan Permit DP20-03011. This ce of the stormwater facilities in accordance with the eration and Maintenance Plan for Development Plan
NOW, THEREFORE, BE IT RESOLVED that the APPROVED.	recommendation of the Public Works Director is
	I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.
Contact: Alex Vazquez (925) 313-2117	ATTESTED:  Monica Nino, County Administrator and Clerk of the Board of Supervisors

By:, Deputy

Recording Requested By: COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services

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: DP20-03011 Alves Apartments

PROPERTY OWNER(S): Alves Lane, L.P.

ASSESSOR'S PARCEL NUMBER(S): 093-100-061

## 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 Alves Lane, L.P., a California limited partnership 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.

Lot: The term "Lot" and "Lots" means the individual lots or parcels shown on the Map.

**Map:** The term "Map" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

**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 KPFF Consulting Engineers, 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 **DP20-03011 Alves Apartments**, which is being developed on the Property by the Property Owner.

**Property:** The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

**Property Owner**: The terms "**Property Owner**" and "**Property Owners**" mean Alves Lane, L.P., a California partnership, 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 Lots shown on the Map.

**Stormwater Control Plan**: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by KPFF Consulting Engineers, 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 the portion of Alves Lane along the southern frontage of the Property and 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,
- 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(s) 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 from the Property Owner 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 portion of Alves Lane along southern frontage of the Property 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	Property Owner (Alves Lane, L.P., a California limited partnership)		
By:	Ву:		
Warren Lai, Public Works Director	Chris Maffris, Vice President, Alves Lane,		
RECOMMENDED FOR APPROVAL:	LLC, a California limited liability company, Administrative General Partner of Alves Lane, L.P.		
Warren Lai, Public Works Director	24.10, 21.1		
By:	[Note: All Property Owner signatures must be notarized. If Property Owner is a partnership, any authorized partner may sign.]		
Deputy Public Works Director			

APPROVED AS TO FORM:

Thomas L. Geiger County Counsel

Attachments:

Deputy County Counsel

Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

G:\engsvc\C.3 New Development & Redevelopment\Projects\DP\DP20-3011 Alves Apartments\DP20-3011 O&M Agreement\_v2.docx

## **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 Los Angeles	
On May 6th, 2025, before me, Alex Limanay, Notary	Public.
Notary Public, personally appeared Chris Maffris	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ the within instrument and acknowledged to me that he/she/they executed the same in his/he capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the ent which the person(s) acted, executed the instrument.	er/their authorized
I certify under PENALTY OF PERJURY under the laws of the State of California that the foreg true and correct.	oing paragraph is
Notary Pub Los Ang	LIWANAG olic - California eles County
	pires Jun 7, 2026
(SEAL)	

#### **EXHIBIT A**

## ONSITE STORMWATER AGREEMENT

SAID PARCEL IS LOCATED
IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

A CERTAIN PARCEL OF LAND IN DEED, RECORDED DECEMBER 1, 2022, IN DOCUMENT NO. 2022-0179420, CONTRA COSTA COUNTY RECORDERS OFFICE AND DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 7, IN THE JUDGMENT OF DECLARATION OF TAKING, RECORDED DECEMBER 29, 1938, IN BOOK 487 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 214, AT THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO UNITED PENTECOSTAL CHURCH OF PITTSBURG, INC., RECORDED AUGUST 10, 1961, IN BOOK 3928 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY. PAGE 443, ALSO BEING THE SOUTHERLY LINE OF THE 100-FOOT WIDE CONTRA COSTA CANAL. THENCE FROM SAID POINT OF BEGINNING, ALONG SAID SOUTH LINE, SOUTH 80°06'38" EAST 261.44 FEET, THENCE SOUTH 62°01'38" EAST 49.66 FEET, THENCE SOUTH 43°56'38" EAST 471.60 FEET, THENCE SOUTH 00°39'22" WEST 74.24 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED APRIL 13, 1950, IN BOOK 1537 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 294, THENCE NORTHWESTERLY ALONG SAID NORTH LINE NORTH 89°23'32" WEST 65.41 FEET, THENCE NORTH 73°42'13" WEST 386.56 FEET, THENCE NORTH 52°59'51" WEST 194.48 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIAL BEARING OF NORTH 57°42'33" EAST. HAVING A RADIUS OF 297.90 FEET, AND A CENTRAL ANGLE OF 27°47'11", AN ARC DISTANCE OF 144.47 FEET TO THE EAST LINE OF SAID UNITED PENTECOSTAL CHURCH OF PITTSBURG, INC. PARCEL, THENCE ALONG SAID EAST LINE NORTH 23°11'31" EAST OF 170.51 FEET TO THE POINT OF BEGINNING, SAID BOUNDARY IS AS SHOWN ON RECORD OF SURVEY NO. 4264, RECORDED FEBRUARY 17, 2022, IN BOOK 164 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 2.

CONTAINING 168,205.87 SQUARE FEET OR 3.86 ACRES, MORE OR LESS.

EXHIBIT 'B', A PLAT, IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

ERIC S GILBERTSEN, PLS NO. 7545

DATE

EXP. 12/31/25
NO. 7545

OF CALLFORNIA

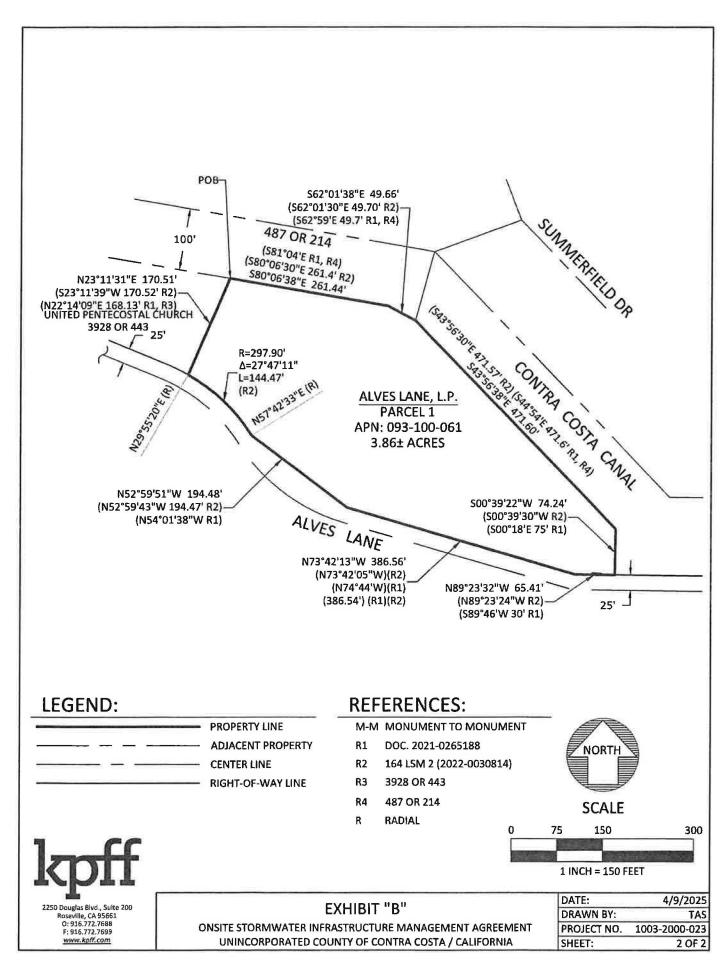


250 Douglas Blvd., Suite 200 Roseville, CA 95661 O: 916.772.7688 F: 916.772.7699 www.kpff.com

**EXHIBIT "A"** 

ONSITE STORMWATER INFRASTRUCTURE MANAGEMENT AGREEMENT UNINCORPORATED COUNTY OF CONTRA COSTA / CALIFORNIA

DATE:	4/9/2025
DRAWN BY:	7/3/2023
PROJECT NO.	1003-2000-023
SHEET:	1 OF 2





## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3589 Agenda Date: 9/9/2025 Agenda #:

C.167.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** License Agreement between Flood Control District and IT Environmental Liquidating Trust

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a license agreement with IT Environmental Liquidating Trust (ITELT) for the purpose of sampling and monitoring existing wells located within the Flood Control right-of-way adjacent to Pacheco Creek and Walnut Creek levees near IT Vine Hill and Baker landfills (APN 159-250-XXX) in Martinez, which monitoring is expected to be needed for the foreseeable future. Project No.: WO8314.

DETERMINE that execution of the License Agreement is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) and Article 19, Section 15306 of the CEQA Guidelines.

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 the State Clearinghouse.

AUTHORIZE the Chief Engineer or designee to arrange a payment of a \$25 fee to DCD for processing, and a \$50 fee to the County Clerk for filing the NOE.

## **FISCAL IMPACT:**

No fiscal impact. There is no cost associated with this license agreement.

## **BACKGROUND:**

The District issued Permit 606-23 to ITELT for the purpose of conducting quarterly and semi-annual inspections, sampling, and monitoring of existing wells located within the Flood Control right-of-way adjacent to Pacheco Creek. The location was formerly a landfill, and ongoing testing is performed to ensure that toxins are not bleeding into the surrounding groundwater. The groundwater monitoring is a requirement of the Department of Toxic Substances Control (DTSC) and Regional Water Quality Control Board (RWQCB).

File #: 25-3589 Agenda Date: 9/9/2025 Agenda #:

C.167.

Permit 606-23 expired on September 30, 2024, and has since been extended through June 30, 2025. A License Agreement is needed to replace permit 606-23 as permits are intended to be short-term use only (i.e., less than a year). License agreements cover longer terms and will reduce the amount of staff time devoted to the permit tracking. The stewardship of the site by ITELT is ongoing and the license agreement will be needed for the foreseeable future. Consequently, the term of the agreement will have no defined end date. The District has the right to terminate the license at any time, for any reason, or for no reason, with 30 days' advanced written notice.

There is no possibility that the activity may have a significant effect on the environment, and sampling and monitoring of existing wells is exempt from CEQA because it is an informational collection activity that will not result in a major disturbance to an environmental resource, pursuant to CEQA Guidelines.

## **CONSEQUENCE OF NEGATIVE ACTION:**

The District will not be in compliance with DTSC and RWQCB requirements.

## LICENSE AGREEMENT

This license agreement ("<u>Agreement</u>") is dated July 1, 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 "<u>District</u>") and IT Environmental Liquidating Trust ("<u>Licensee</u>").

## **RECITALS**

- A. The District is the owner of the real property located at Pacheco Creek and Walnut Creek levees near IT Vine Hill and Baker Landfills (APN 159-250-XXX) in Martinez, California, (the "Property").
- B. Licensee desires to obtain the District's permission to use the Property for the limited purposes described in this Agreement. The District is willing to grant a license to use that portion of the Property shown on <a href="Exhibit A"><u>Exhibit A</u></a> (such route or location, the "<u>Licensed Premises</u>") upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

#### **AGREEMENT**

- 1. <u>Grant of License</u>. 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 Section 2 below and for no other purpose without District's prior written consent.
- 2. <u>Use of Premises</u>. Licensee may use the Licensed Premises for the purpose of conducting quarterly and semi-annual inspections, sampling, and monitoring of existing wells on the property. The groundwater monitoring is a requirement of the Department of Toxic Substances Control and Regional Water Quality Control Board. Licensee is responsible for obtaining permission from private property owners for access. This agreement is for access to Flood Control and Water Conservation District property only. Access roads within the District's property shall remain open for the use of the District, its personnel and agents for the duration of the project. Licensee shall keep the entrance gate to the District's access road locked and secure at all times.
- 3. <u>Scope of Agreement</u>. This Agreement is to be strictly construed and no work other than that specifically mentioned is authorized hereby.
- 4. <u>Term.</u> The District and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days' advance written notice. In addition, the District may terminate this Agreement on 30 days' advance written notice if Licensee violates any term or condition of this Agreement. The District will provide the Licensee a copy of the key for the District's entrance gates. Licensee shall return the gate key to the District within five working days after the termination of this agreement.
- 5. License Fee. No fee.

- 6. **No Precedent Established.** This Agreement does not establish a precedent for future similar requests by Licensee.
- 7. **Granting of Rights to Others.** Nothing in this Agreement may be construed to prevent District from granting rights to others to use the Licensed Premises or using the Premises for any and all purposes, provided, however, that District may not unreasonably prevent or obstruct Permittee's rights hereunder.
- 8. **Non-Assignment.** Licensee shall not assign or transfer this Agreement or any privileges herein granted or sublet the Licensed Premises.
- 9. **Revocability and Modification**. This Agreement is revocable on five days' notice and is subject to modification by the District at any time. This Agreement may be revoked or suspended without prior notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property.

## 10. Improvements to the Premises.

- a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the District. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
- b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the District) and any equipment installed on the Licensed Premises by Licensee must be removed by Licensee, at its sole cost, except those improvements that the District and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair any damage to the District's property, access road, gate, fences, and creek embankment areas resulting from the project activities to the satisfaction of the District Inspector. Licensee shall also repair at its sole cost, any damage caused by the removal of its improvements or equipment.
- c. If Licensee fails to remove any improvements or equipment it is required to remove, the District may remove them at Licensee's expense, and Licensee shall immediately reimburse the District upon Licensee's receipt of an invoice from the District.
- 11. <u>Permits and Approvals</u>. 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.
- 12. <u>Nonexclusive Right of Use</u>. This Agreement is nonexclusive. The District reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.
- 13. <u>Existing Facilities</u>. It is understood and agreed that the District has leases, licenses, and/or easements with others for all or a portion of the Property.

The holders of the leases, licenses, and/or easements granted by the District have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

- 14. <u>Surface Rights Only; Damage</u>. 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 Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the District and the affected users.
- 15. <u>District Non-Responsibility.</u> Unless otherwise provided herein, District assumes no responsibility for the design, construction, maintenance or repair of Licensee's facilities and will not be responsible in any way for any damage to Licensee's facilities resulting from District's construction, reconstruction, alteration, operation and maintenance of District's facilities.
- 16. No Recourse Against District. The Licensee shall have no recourse whatsoever against the District for any loss, cost, expense, or damage arising out of any provisions or requirement of this Agreement because of its enforcement or for the termination or revocation of this Agreement as provided herein. Nor shall the Agreement be given any value before any court of public authority in any proceeding of any character.
- 17. <u>Pollution</u>. Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the 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 Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the 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 the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, 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.

Licensee shall pay all amounts due to the District under this section within ten days after any demand therefor.

- 18. <u>Hold Harmless</u>. Licensee agrees to defend, indemnify and hold harmless the District from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments that District may pay or be required to pay by reason of any damage, injury or death to any person or property suffered by any person, firm or corporation as a result of the exercise of the permission herein by Licensee.
- 19. <u>Insurance</u>. 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 for each occurrence and \$2,000,000 aggregate for all claims or loses due to bodily injury, 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 30-day written notice to the District of cancellation or lapse. Licensee shall provide evidence of the coverage to the District prior to execution of this Agreement.
- 20. <u>District's Title</u>. Licensee hereby acknowledges District's fee title in and to the Property 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 as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the District.
- 21. <u>Notices.</u> Notices under this Agreement must be in writing and will be effective either 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: IT Environmental Liquidating Trust

2251 Lake Herman Road Benicia, CA 94510

DISTRICT: Contra Costa County Flood Control

& Water Conservation District Public Works Department Attn: Real Estate Division

255 Glacier Drive Martinez, CA 94553

- 22. Governing Law. This Agreement is governed by the laws of the State of California.
- 23. <u>Entire Agreement</u>. 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.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

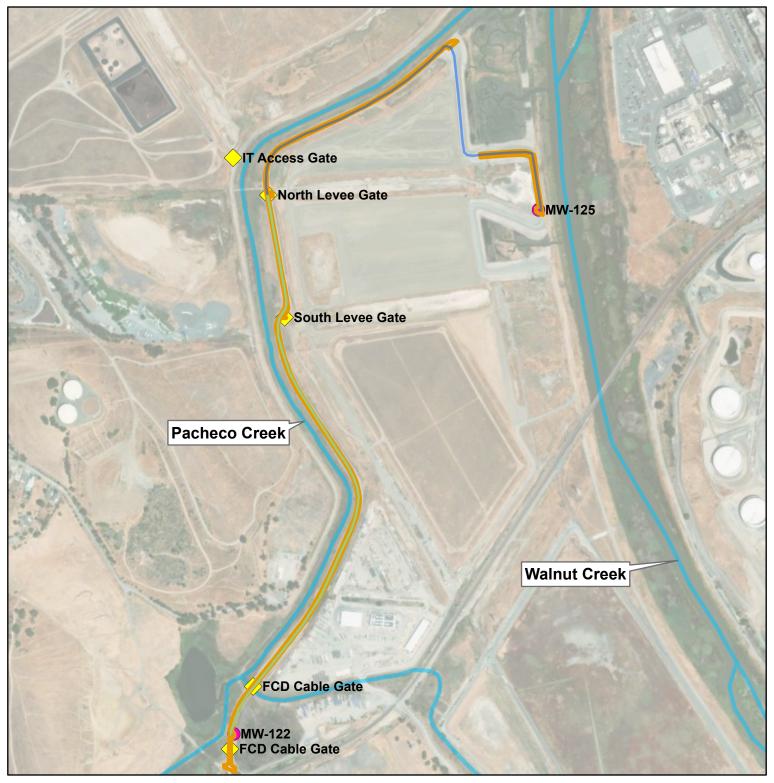
# CONTRA COSTA COUNTY FLOOD CONTROL LICENSEE AND WATER CONSERVATION DISTRICT

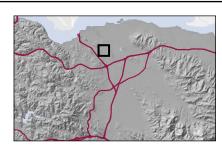
By	By
Warren Lai	Richard Swanson
Public Works Director/Chief Engineer	Interim Trustee
RECOMMENDED TO THE BOARD	
OF SUPERVISORS FOR APPROVAL:	
By	
Jessica L. Dillingham	
Principal Real Property Agent	
Ву	
Tasha Thaxton	
Sr. Real Property Technical Assistant	



## ITELT Monitoring Wells and Access Gates at Pacheco Creek

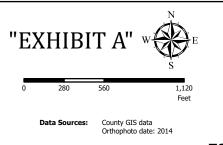
This map contains copyrighted information. Reproducing all or any portion of this map is an infringement of copyright law. Users of this map agree to read and accept County of Contra Costa disclaimer of liability and warranties.





South Access Route
North Access Route
Gate
Monitoring Well

Monitoring Well
Creeks
License Area





P.O. Box 3044, Room 113

Sacramento, CA 95812-3044

## CALIFORNIA ENVIRONMENTAL QUALITY ACT **Notice of Exemption**

From: Contra Costa County

Development

30 Muir Road

Department of Conservation and

			Martinez, CA	94553
	erk, County of Contra Co	sta		
Project Title:	License Agreement - IT Groundwater Wells, Pro			t, Monitor and Sample
Project Applicant:	Contra Costa County P (925) 313-2000, Contac claudia.gemberling@pw	t: Claudia Gemb		Orive, Martinez CA 94553, 3-2192,
Project Location:	Pacheco Creek & Wildonarea; APN 159-250-XXX		near IT Vine H	lill and Baker Landfills, Martinez
Lead Agency: Contact Person:	Department of Conserv Syd Sotoodeh (925) 65		•	Road, Martinez, CA 94553 unty.us
Description of Nature, Purpose, and Beneficiaries of Project: The County Flood Control District (District) will enter into a License Agreement (Agreement) with the IT Environmental Liquidating Trust (ITELT) (Licensee) to allow access onto District levee property for monitoring and sampling of two existing groundwater monitoring wells; one along Pacheco Creek (MW-112) and the other along Walnut Creek (MW-125). Monitoring will be conducted quarterly for water level measurements and semi-annual groundwater sample collection as required by the Department of Toxic Substance Control (DTSC) and Regional Water Quality Control Board (RWQCB). Water quality monitoring will be conducted using handheld monitoring probes and making visual observations. Access will be by vehicles; no heavy equipment will be used. The Agreement will end upon the recommendation of DTSC or RWQCB upon written agreement with the District and ITELT. No other activities are allowed without prior approval from the District.				
Name of Public Age	ency Approving Project	: Contra Costa C	ounty	
Exempt Status:				
☐ Ministerial Proje	ect (Sec. 21080[b][1]; 152	268)	Categorical Ex	emption (Sec. 15306)
☐ Declared Emerg	gency (Sec. 21080[b][3];	15269[a]) 🖂	General Rule	of Applicability (Sec. 15061[b][3])
☐ Emergency Pro	ject (Sec. 21080[b][4]; 15	5269[b][c])	Other Statutor	y Exemption (Sec. )
certainty that there is to Article 5, Section 2 an informational coll pursuant to Article 19 If filed by applicant:	s no possibility that the action activity that will rection activity that will rection 15306 of the C	ctivity may have A Guidelines. The not result in a m EQA guidelines.	a significant eff e groundwater q najor disturbanc	ct to CEQA as it can be seen with ect on the environment, pursuant quality monitoring and sampling is be to an environmental resource
	ed document of exemption of Exemption been filed b	y the public agen		e project?
Signature:	Solvadah	Title: Senior	Planner	Date: June 6, 2025
Contra	<b>Costa County Depar</b>	tment of Cons	ervation and	Development
Signed by	Lead Agency		☐ Signed by Ap	pplicant
	AFFIDAVI	T OF FILING AN	ID POSTING	
				equired by California Public days from the filing date.
Signature			Title	
<u>Applicant</u>		Department of	Fish and Wild	life Fees Due
Public Works Depart	ment	☐ De Minimis	Finding - \$0	
255 Glacier Drive		☐ County Clerk - \$50		
Martinez, CA 94553		☐ Conservation and Development - \$25		
Attn: Claudia Gembe	erling		•	
Environmental Service	<del></del>			
Phone: (925) 313-21	<u>92</u>	Total Due:		Receipt #:
<del> </del>				



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3590 **Agenda Date: 9/9/2025** Agenda #: C 168. To: **Board of Supervisors** From: Warren Lai, Public Works Director/Chief Engineer **Report Title:** Amendment to a participating addendum with The Inside Source, 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 County, an amendment to a participating addendum with The Inside Source, Inc., to extend the term through October 23, 2026, with no change to the payment limit, to support modular system furniture purchases under the terms of the Master Contract awarded by the State of California Department of General Services, Countywide.

#### FISCAL IMPACT:

There is no fiscal impact with this action as it is only to extend the term. Product costs paid by User Departments.

## **BACKGROUND:**

Contra Costa Purchasing Services is requesting approval of an amendment to the Participating Addendum for the purchase of modular system furniture offered through The Inside Source, Inc. Products are guaranteed through the master contract awarded by the State of California, Department of General Services Contract No. 1-22-71-52. Approval of the addendum between Contra Costa County and The Inside Source, Inc., allows the County to obtain guaranteed pricing available through the State of California, Department of General Services Contract No. 1-22-71-52. The purchase will support County Departments with modular system furniture and provide significant discounts off of list pricing. This will allow County Departments to purchase modular system furniture for much less than they would without this benefit.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval of this agreement, the County would be paying full price on modular system furniture purchases they make today.

## AMENDMENT NO. 1 TO PARTICIPATING ADDENDUM FOR

MODULAR SYSTEMS FURNITURE (State Contract No. 1-22-71-52)

## Participating Entity: CONTRA COSTA COUNTY

Contractor: The Inside Source, Inc.

Effective September 9, 2025 ("Effective Date"), this Amendment No. 1 ("Amendment") to the Participating Addendum, dated June 4, 2024 ("Agreement"), is entered into by and between Contra Costa County, a political subdivision of the State of California ("County"), and The Inside Source, Inc., a California corporation ("Contractor"), whose principal place of business is Two Embarcadero Center Promenade Level, Suite R2308 San Francisco, CA 94111. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

## Recitals

Whereas, the County and the Contractor entered into the Agreement to enable the County to purchase modular system office furniture from the Contractor under the terms of a statewide contract awarded by the State of California, Department of General Services, identified as Contract No. 1-22-71-52 ("Master Contract").

Whereas, the original termination date of the Master Contract had been October 23, 2025, but the State and the Contractor exercised one of three options to extend the term by one additional year, through October 23, 2026. The County and the Contractor agree to extend the term of this Agreement through that same date by exercising one of three options to extend the term of the Agreement by one additional year.

## Amendment

Now, therefore, for valuable consideration the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree to amend the Agreement, as follows:

- 1. Section 1 (Term) of the Agreement is deleted in its entirety and replaced by new Section 1, to read:
  - "1. <u>Term.</u> The term of this Agreement begins on the Effective Date, and it expires on October 23, 2026. This Agreement be extended by up to two additional years, one year at a time, provided that the Master Contract is extended by the same amount of time. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, Contractor shall continue to satisfy its obligations under this Agreement until this Agreement expires or is terminated."
- 2. The remainder of the Agreement remains unchanged and in full force and effect.

## AMENDMENT NO. 1 TO PARTICIPATING ADDENDUM FOR

## MODULAR SYSTEMS FURNITURE (State Contract No. 1-22-71-52)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Participating Entity:	Contractor:
Contra Costa County	The Inside Source, Inc.
A	
Signature:	Signature:
Name:	Name:
Cynthia Shehorn	John Schwartz
Title:	Title:
Procurement Services Manager	Chief Operating Officer
	n n
Approved as to form:	
Thomas L. Geiger, County Counsel	
(3)	A A
By:	
Assistant County Counsel	



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3591 **Agenda Date: 9/9/2025** Agenda #: C 169

To: **Board of Supervisors** 

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 5 to Memorandum of Understanding with the Contra Costa Transportation Authority to participate in access to the StreetLight Data, Inc. subscription service, Countywide.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

## **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Amendment No. 5 to the Memorandum of Understanding (MOU) with the Contra Costa Transportation Authority (CCTA), in an amount not to exceed \$54,934 for subscription services to StreetLight Data, Inc.'s database of geospatial materials for traffic and transportation analysis purposes, for the period July 27, 2025, through July 26, 2026, Countywide.

## **FISCAL IMPACT:**

100% Measure J Funds

## **BACKGROUND:**

In 2021, the CCTA executed an agreement with StreetLight Data, Inc. to access their subscription service and on-demand transportation analytic data. CCTA has offered local agencies access to the StreetLight Data, Inc. subscription by entering into a Memorandum of Understanding with CCTA. The County previously executed Amendment No. 3 and Amendment No. 4 to participate in the subscription service between November 22, Public Works staff reviewed the subscription service and associated 2023, through July 26, 2025. transportation data and determined that continued access to the data will be beneficial for use by County Staff. To continue participating in the subscription service, the County must execute Amendment No. 5 to CCTA's MOU with all other participating local agencies. The cost of the contract is \$54,934 for the period of July 27, 2025, through July 26, 2026.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If the Public Works Department is not authorized to execute the Amendment No. 5, the County will not gain access to the subscription services available to CCTA and other local agencies from StreetLight Data, Inc.

# AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING (MOU) 80.09.02 BETWEEN

CITY OF BRENTWOOD, CITY OF EL CERRITO, CITY OF LAFAYETTE, TOWN OF MORAGA, CITY OF OAKLEY, CITY OF ORINDA, CITY OF PINOLE, CITY OF RICHMOND, CITY OF SAN PABLO, CITY OF WALNUT CREEK, AND THE COUNTY OF CONTRA COSTA,

# AND CONTRA COSTA TRANSPORTATION AUTHORITY FOR

#### THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND COST-SHARING COMMITMENT

This Amendment to MOU 80.09.02 commences on July 27, 2025, by and among the cities, town, and county listed immediately below, referred to herein individually as a "Jurisdiction" or collectively as a "Jurisdiction" or collectively as "Jurisdictions," and the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 *et seq.* (CCTA).

#### **RECITALS**

A. WHEREAS, this Amendment includes the Jurisdictions as shown below:

City of Brentwood

City of El Cerrito

City of Lafayette

Town of Moraga

City of Oakley

City of Orinda

City of Pinole

City of Richmond

City of San Pablo

City of Walnut Creek

County of Contra Costa

The Jurisdictions and CCTA are referred to herein collectively as the "Parties" or individually as a "Party."

- B. WHEREAS, CCTA entered into the contract with StreetLight Data, Inc. (StreetLight Data) for a one-year period, effective July 27, 2025, through July 26, 2026 (Fiscal Year (FY) 2025-26) at a cost of \$450,000; and
- C. WHEREAS, on July 27, 2025, CCTA will exercise an option to renew the Subscription Order Form (Project Costs in the form of Services) for the first additional available one-year optional term (FY 2025-2026 included as Attachment A to this MOU), of two potential additional one-year terms both allowed in Amendment No. 1 with StreetLight Data entered into on July 27, 2024 at a collective cost-sharing total amount up to an annual cost of \$452,428; and
- D. WHEREAS, on July 27, 2024, CCTA entered into Amendment No. 1 with StreetLight Data to renew the Subscription Order Form Project Costs (Services referred to as "the Project") for an additional one-year term with an option to renew up to two additional one-year terms included

as Attachment A to this MOU, governing access to and use of StreetLight Data products; and

- E. WHEREAS, as part of the Master Agreement and Subscription Order Project Costs, CCTA extended the ongoing customer services and technical support from StreetLight Data, as described in Exhibit A to Attachment A; and
- F. WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction's contributions.

Now, therefore, based on the recitals set forth above which are included as part of this Amendment, the Parties do hereby agree as follows:

Section 1, Project Costs is amended as follows:

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Projects cost for the fifth one-year of services is \$450,000. The Parties each agree to contribute the following updated amounts for the Project.

Agency	Proportional Share – Year 1 (2021-22)	Proportional Share – Year 2 (2022-23)	Proportional Share – Year 3 (2023-24)	Proportional Share – Year 4 (2024-25)	Proportional Share – Year 5 (2025-26)
ССТА	\$360,000	\$335,000	\$327,000	\$261,328	\$259,926
				(57%)	(57%)
City of Brentwood	n/a	n/a	n/a	\$16,700	\$20,531
City of Richmond	n/a	n/a	\$47,500	\$29,000	\$35,472
City of Walnut Creek	n/a	\$40,000	\$38,000	\$17,900	\$21,836
City of Oakley	n/a	n/a	\$19,000	\$11,800	\$14,622
City of El Cerrito	n/a	n/a	\$9,500	\$6,600	\$8,076
City of San Pablo	\$15,000	\$15,000	\$14,200	\$8,000	\$9,839
City of Lafayette	\$10,000	\$10,000	\$9,500	\$6,400	\$7,824
Town of Moraga	\$5,000	\$5,000	\$4,700	\$4,400	\$5,195

City of Pinole	\$5,000	\$5,000	\$4,700	\$4,700	\$5,702
City of Orinda	\$2,500	\$2,500	\$2,400	\$3,000	\$6,043
County of Contra Costa	n/a	n/a	\$26,000	\$44,700	\$54,934
TOTAL	\$502,500	\$502,500	\$550,000	\$452,428	\$450,000

Source of (January 2025) Population Served by Subscription Services for FY 2025-26 cost-sharing: <a href="https://dof.ca.gov/forecasting/demographics/estimates-e1/">https://dof.ca.gov/forecasting/demographics/estimates-e1/</a>

Section 2, Continuing Participation and Cost-Sharing is amended as follows:

The services from StreetLight Data are renewed for one year (Option Year 1 of 2 Option Years Possible), from July 27, 2025, through June 26, 2026. This year is the second year of the subscription commitments as part of Amendment No. 1. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

Section 6, Term and Termination, is amended as follows:

The Parties understand and agree that the one-year renewal of the StreetLight Data subscription will begin July 27, 2025, and will terminate July 27, 2026, unless further extended through an amendment to this MOU. Jurisdictions may opt out of this MOU with 30 days written notice by mutual written agreement of the Parties wishing to move forward prior to the Project subscription termination date.

All other provisions of the MOU shall remain in effect.

# By: Title: Aaron Meadows, Chair Date: Attest By: Title: Tarienne Grover, Clerk of the Board Contra Costa Transportation Authority (as to Form and Legality): By: Title: Fennemore LLP, Authority Counsel Date: All notices shall be made to the following address and point of contact: To: **Contra Costa Transportation Authority** 2999 Oak Road, Suite 100 Walnut Creek, CA 94597 Attention: Colin Clarke, Senior Transportation Planner

**Contra Costa Transportation Authority:** 

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Email: cclarke@ccta.net

City of Bre	ntwood:
Ву:	
Title:	Darin Gale, Interim City Manager
Date:	
All notices	shall be made to the following address and point of contact:
То:	City of Brentwood 150 City Park Way Brentwood, CA 94513
	Attention: Anjul Pillai
	Email: apillai@brentwoodca.gov

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City of San	Pablo:
By: Title:	Matt Rodriguez, City Manager
Date:	
All notices shall	be made to the following address and point of contact:
To:	City of San Pablo
	1000 Gateway Ave.
	San Pablo, CA 94806
	Attention: Allan Panganiban, Public Works Director & City Engineer
	Email: AllanP@sanpabloca.gov

City of Lafa	yette:
Ву:	
Title:	Michael Moran, Director of Engineering and Public Works
Date:	

All notices shall be made to the following address and point of contact:

To: City of Lafayette

3675 Mt. Diablo Blvd., Suite 210

Lafayette, CA 94549

Attention: Mike Moran, Director of Engineering and Public Works

Email: mmoran@lovelafayette.org

Town of	Moraga:
Ву:	
Title:	Scott Mitnick, Town Manager
Date:	
All notices sh	nall be made to the following address and point of contact:

To: Town of Moraga

329 Rheem Blvd. Moraga, CA 94556

Attention: Brian Horn, Principal Planner

Email: <a href="mailto:bhorn@moraga.ca.us">bhorn@moraga.ca.us</a>

City of O	rinda:		
Ву:		-	
Title:	Linda Smith, City Manager		
Date:			
Dutc.			

All notices shall be made to the following address and point of contact:

To: City of Orinda 22 Orinda Way

Orinda, CA 94563

Attention: Scott Christie

Email: <a href="mailto:schristie@cityoforinda.org">schristie@cityoforinda.org</a>

All notices shall be made to the following address and point of contact:

To: City of Pinole

2131 Pear Street Pinole, CA 94564

Attention: Heba El-Guindy, Public Works Director

Email: <a href="mailto:helguindy@pinole.gov">helguindy@pinole.gov</a>

Ву:			
Title:	Dan Buckshi, City Manager		
Date:			
All notices shall be made to the following address and point of contact:			
To:	City of Walnut Creek		
	1666 N. Main Street		
	Walnut Creek, CA 94596		
	Attention: Briana Byrne, Associate Traffic Engineer		
	Email: <u>byrne@walnut-creek.org</u>		

City of Walnut Creek:

City of Ricl	nmond:
Ву:	
Title:	Shasa Curl, City Manager
Date:	
All notices shall	I be made to the following address and point of contact:
To:	City of Richmond
	450 Civic Center Plaza
	Richmond, CA 94804

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Attention: Robert Armijo, Deputy Public Works Director/City Engineer

Email: Robert Armijo@ci.richmond.ca.us

All notices shall be made to the following address and point of contact:

To: City of Oakley

3231 Main Street Oakley, CA 94561

Attention: Billilee Saengchalern

Email: Saengchalern@ci.oakley.ca.us

City of El	Cerrito:	
Ву:		
Title:	Yvetteh Ortiz, City Engineer/Public Works Director	
Date:		
All notices sh	all be made to the following address and point of contact:	

To: City of El Cerrito

10890 San Pablo Avenue El Cerrito, CA 94530

Attention: Jarrett Mullen, Sustainable Transportation Program Manager

Email: <u>jmullen@ci.el-cerrito.ca.us</u>

Ву:				
Title:	Warren Lai, Public Works Director			
Date:				
All notices shall	All notices shall be made to the following address and point of contact:			
To:	County of Contra Costa			
	255 Glacier Drive			
	Martinez, CA 94553			
	Attention: Monish Sen, Senior Civil Engineer			

Email: Monish.Sen@pw.cccounty.us

**County of Contra Costa:** 



## Amendment #1 to StreetLight InSight® Subscription Order Form

THIS AMENDMENT #1 is entered into as of the date of last signature below (the, "Effective Date"), Between:

StreetLight Data, Inc. a Delaware corporation, located at 4 Embarcadero Center, #3800, San Francisco, CA 94105

(hereinafter referred to as "StreetLight")

of the First Part

Contra Costa Transportation Authority, located at 2999 Oak Road Suite 100, Walnut Creek, California 94597

(hereinafter referred to as "Customer")

of the Second Part

WHEREAS the parties hereto entered into a StreetLight InSight® Subscription Order Form, and corresponding Master Data Access Agreement, Effective July 27, 2021, which together with any duly executed amendments shall hereinafter be referred to as the "Agreement";

AND WHEREAS, the parties wish to amend the Agreement as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The Term Section of the Master Data Access Agreement is extended through July 26, 2025, and shall automatically renew for up to two additional one-year terms, unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement.
- 2. The Agreement is amended to include the Subscription Order attached hereto, <u>Subscription Order</u> 2024-2025.
- 3. Except as otherwise provided for above, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

StreetLight Data, Inc.	Contra Costa Transportation Authority
E-SIGNED by Aaron Moser on 2024-07 18:49:27 GMT	E-SIGNED by Newell Americh on 2024 07,29 37,56 35 GMT
SIGNATURE:	SIGNATURE:
Aaron Moser	Newell Arnerich
NAME:	NAME:
Vice President	Chair
TITLE:	TITLE:
1 1 00 0004	July 29, 2024
<del>"Дију 26, 2024</del>	DATE:
	ATTEST
	E-SICNED by Tarishne Grover on 2021 100 100 100 100 100 100 100 100 10
	Tarienne Grover, Clerk of the Board
	APPROVED AS TO FORM  E-SIGNED by Amara Morrison on a 10 10 10 25 5 5 CMT
	Fennemore Wendel, Authority Counsel



## StreetLight InSight® Subscription Order 2024-2025

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

**Customer Legal Name:** 

Contra Costa Transportation Authority (CCTA)

**Entity Type:** 

Public Agency

State of Incorporation

California

**Billing Contact Name:** 

John Hoang

Billing Email:

jhoang@ccta.net

Billing Address

2999 Oak Road, Suite 100 Walnut Creek, California 94597

**United States** 

Under the terms of the Master Data Access Agreement, Effective July 27, 2021, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

#### Subscription Services

Enterprise Subscription Package	# of Units	Product Price	Tax	TOTAL
Solution Package – Enterprise (Formerly MultiMode)	632 TAZs	\$452,428.00	\$0.00	\$664,000.00
Optional Service Credits	TBD Credits	\$100,000.00	\$0.00	\$0.00
Onsight Training	2 Sessions	\$0.00	\$0.00	\$0.00
StreetLight Insight® API Access		\$0.00	\$0.00	\$0.00
DISCOUNT				\$-211,572.00
	USD	\$452,428.00	\$0.00	\$452,428.00

#### **Product Special Terms**

Users of Customer, Users of Customer's participating local cities and agencies, and up to thirty (50) Users of Customer's Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

StreetLight Data acknowledges that Customer will be providing access to the Data Products and Subscribed Output to its member agencies. Customer will be responsible for ensuring that each member agency agrees, in writing, to the restrictions on use and access set forth in Section 2 of the Agreement.

Customer may request additional application support services via email. StreetLight will respond with the number of service credits and price of the additional services. StreetLight will begin work and invoice Customer on Customer's email approval.

#### **Customer Input Files**

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.



#### Delivery

Delivery via StreetLight InSight® Web Application, and API.

#### **Term**

As of the July 27, 2024 for a period of one (1) year, and shall automatically renew for up to two additional one-year terms, unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement.

#### Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Bank of America

901 Main Street, Dallas, TX 75202

Bank Routing Number (ACH): 111000012 Bank Routing Number (wires): 026009593 Bank Account Name: Streetlight Data, Inc.

Bank Account Number: 4451744791

Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to: StreetLight Data Inc

Los Angeles, CA 90074-4733

P.O. Box 744733

#### **Notices**

Any notices under this Agreement will be directed, if to Customer, to the Contact listed above, and if to StreetLight, at:

ATTN: Legal Department, StreetLight Data, Inc.

4 Embarcadero Center, Suite 3800,

San Francisco, CA 94105

Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.



## Planning Committee STAFF REPORT

Meeting Date: July 10, 2025

Subject	StreetLight Data Subscription Cost-Share – Authorization to Renew Amendment No. 1 to Agreement No. 569 with StreetLight Data, Inc. (StreetLight Data) and to Execute Amendment No. 5 to Memorandum of Understanding (MOU) No. 80.09.02 with the Cities/Town Participating in the Cost-Share for the StreetLight Data Subscription for Fiscal Year (FY) 2025-26
Summary of Issues	This proposal will enter into Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data services license for FY 2025-26 (summarized in a table in Attachment A).
Recommendations	Staff seeks authorization for the Chair to renew Amendment No. 1 to Agreement No. 569 with StreetLight Data for a Countywide Multimodal Regional License (Multi-Domain License) for an additional one-year term (FY 2025-26), execute Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data Multi-Domain License for FY 2025-26 and allow the Executive Director or designee to make any non-substantive changes to the language.
Staff Contact	Colin Clarke
Financial Implications	The Authority's estimated share is included in the FY 2025-26 Congestion Management Agency (CMA) Budget with the proportional share to be provided by each participating

	jurisdiction during Quarter 1 of FY 2025-26.		
Options	The Authority Board may choose to approve staff's recommendation.		
	2. The Authority Board may choose to not approve staff's recommendation.		
Attachments (Attachment A is Revised. <u>See PC Packet</u> <u>dated 7/10/25 for</u> <u>Attachment B</u> )	A. Amendment No. 5 to MOU No. 80.09.02 – Revised		
	B. Executed Amendment No. 1 to Agreement No. 569		

None

#### **Background**

**Changes from Committee** 

In July 2021, the Authority initiated a multi-jurisdiction subscription to the StreetLight Multi-Domain License for one year (FY 2021-22), through execution of Agreement No. 569, with an option to renew for up to two additional one-year terms for a maximum total of three years. The StreetLight platform is a Location-Based Big Data (geospatial data) and provides services that can be used to inform transportation planning and an analysis tool to support projects such as: core transportation behavior, traffic analysis, traffic count, before-and-after analysis, operations and congestion management, and other transportation analyses. The Authority Board subsequently approved renewal of the subscription services for Year 2 (FY 2022-23) and Year 3 (FY 2023-24). In July 2024, the Authority Board approved the continuation of the StreetLight subscription by entering into Amendment No. 1 to Agreement No. 569 for a period of one year (FY 2024-25) in the amount of \$452,428 with the option to renew for up to two additional one-year terms (FYs 2025-26 and 2026-27).

In July 2025, the Authority Board will consider whether to exercise an option to renew the Subscription Order Form (Project Costs in the form of Services) for the first additional available one-year optional term at a collective annual cost-sharing total amount of \$450,000.

In parallel with the StreetLight subscription, the Authority entered into MOU No. 80.09.02 with each jurisdiction opting in to participate in the cost-share arrangement from FY 2021-22

through FY 2023-24, which were included as part of subsequent Amendment Nos. 1-3, accounting for each year of cost-share as well as adjustments to the number of participating jurisdictions. For FY 2025-26, the agencies participating in the cost-sharing agreement will include the cities of Brentwood, El Cerrito, Lafayette, Oakley, Orinda, Pinole, Richmond, San Pablo and Walnut Creek, Town of Moraga, and Contra Costa County, totaling 11 jurisdictions in addition to the Authority.

The proposed cost-share breakdown is based on population (January 2025) and the costshare summary for FY 2025-26, including the Authority and each participating jurisdiction is included in the table in Attachment A.

Upon approval from the Authority Board, each of the participating jurisdictions will enter into Amendment No. 5 to MOU No. 80.09.02 with the Authority (Attachment A), which will identify the cost-share as shown in Attachment A. This will be the fifth year of cost-sharing in a multi-jurisdiction subscription.

Staff seeks authorization for the Chair to renew Amendment No. 1 to Agreement No. 569 with StreetLight Data for a Countywide Multi-Domain License for an additional one-year term (FY 2025-26), execute Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data Multi-Domain License for FY 2025-26 and allow the Executive Director or designee to make any non-substantive changes to the language.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3592 Agenda Date: 9/9/2025 Agenda #:

C.170.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: License agreement for telecommunications equipment with Solano County.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with Solano County (Licensee), to authorize Licensee to access and use a portion of the County's Nadeen (Cummings) Peak telecommunications facilities during an initial term of approximately five-years beginning on September 15, 2025, and ending October 31, 2030, for payment to the County at an initial annual fee of \$18,372, as recommended by the Public Works Director.

#### **FISCAL IMPACT:**

The Department of Information Technology will receive an initial annual fee of \$18,372. (100% General Fund)

#### **BACKGROUND:**

The County entered into a long-term lease with a private landowner (Master Lease), that expires July 31, 2081, that permits the County to maintain a telecommunications facility and tower on the property off Cummings Skyway in Crockett, identified as Assessor's Parcel No. 354-300-007, and commonly referred to as Nadeen or Cummings Peak. The Master Lease allows for the County to sublease or sublicense to others.

To create a comprehensive microwave network, Solano County has requested to utilize space in the County's vaults and on one of the towers at Nadeen Peak. The agreement requires Solano County to pay the County an initial annual fee of \$18,372, which will be subject to an annual adjustment to reflect current rates over the term of the agreement. The term of the agreement could be extended through October 31, 2050. Either party may terminate the agreement upon advance written notice to the other party.

The agreement allows Solano to install and maintain critical telecommunications equipment used by Solano County and adequately compensates the County for the use of its facility.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

County would not receive the new revenue and Solano County would be unable to create the comprehensive network it needs.

**File #:** 25-3592 **Agenda Date:** 9/9/2025 **Agenda #:** C.170.

#### **LICENSE AGREEMENT**

This license agreement ("**Agreement**") is dated September 9, 2025, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "**County**") and SOLANO COUNTY, a political subdivision of the State of California ("**Licensee**").

#### RECITALS

- A. The County is the master lessee of real property located off Cummings Skyway and McEwen Road in Crockett, Contra Costa County, State of California, having APN 354-300-008 and a defined access road across APN 354-300-007 (the "Access Road") (together, the "Property") pursuant to a master lease between the County and property owner John A. Demartini Ranch, LLC, which is the successor to previous owners Bernice Boradori, Maxine Hagar, John V. Hook, John V. Hook, as Executor U/W of Roberta Hook, Deceased, John V. Hook and Stanley Roche, as Trustees U/W and by Decree of Final Distribution of the estate of Mary Williams, deceased, Stanley Roche, and Woodrow Roche (the "Master Lease"). The Master Lease is dated August 24, 1982, and expires July 31, 2081.
- B. The County owns certain telecommunications facilities on the Property, including towers, microwave dishes, vaults and equipment, as shown in <a href="Exhibit A">Exhibit A</a>. The County-owned improvements and equipment are the "County Facilities."
- C. Licensee desires to use the Property and a portion of the County Facilities for the limited purposes described in this Agreement. The County is willing to grant a license to use the Licensed Premises, as defined below, upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

#### **AGREEMENT**

- 1. <u>Grant of License</u>. Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee, a nonexclusive revocable license to enter the Property for the purposes described in Section 2 below and for no other purpose without County's prior written consent.
- 2. <u>Use of Premises</u>. Licensee is permitted to operate and maintain (i) one full rack equal to 42 rack units in County's Vault #1 and four rack units in County's Vault #2, (ii) two receive antennas, one transmit antenna, and a microwave dish installed on County's Tower #2, and (iii) related antennas, cables, conduits, wires, and electronic and similar hardware (together, the racks, the antennas, the microwave dish, and related equipment are the "Licensee's Equipment"). The location of Licensee's Equipment on the County Facilities is the "Licensed Premises." A further description of Licensee's Equipment is shown on Exhibit B.

3. <u>Term.</u> The initial term of this Agreement is approximately five years, beginning September 15, 2025 (the "Commencement Date"), and ending October 31, 2030. The County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 60 days advance written notice.

Unless Licensee gives prior written notice at least 60 days before the end of the thencurrent term that it will allow this Agreement to expire at the end of the then-current term, the term will be extended for an additional five years; provided, however, the term may not be extended for more than four successive five-year extensions, for a maximum term of 25 years from the Commencement Date.

4. <u>License Fee</u>. During the term of this Agreement, Licensee shall pay a license fee to the County monthly in advance in the amount of \$1,531.00, which is equal to \$33.50 per rack unit per month. Payments are to be addressed to Contra Costa County, Department of Information Technology, Attention: Accounting, 30 Douglas Drive, Martinez, California 94553, or to such other place as the County may designate from time to time.

The license fee for any fractional month will be prorated and computed on a daily basis with each day's license fee equal to  $1/30^{th}$  of the monthly license fee.

The license fee is subject to adjustment to reflect current rates; provided, however, (i) Licensee may not be charged more than other users of the County Facilities, and (ii) an adjustment to the license fee may not occur more than once during any calendar year. Any adjustment to the license fee will be communicated to Licensee in writing with at least 90 days' notice.

The license fee will increase if Licensee adds additional equipment to Licensee's Equipment in an amount determined by the County's Telecommunications Manager. The license fee will decrease if Licensee removes equipment from Licensee's Equipment in an amount determined by the County's Telecommunications Manager.

### 5. <u>Improvements to the Premises</u>.

- a. Licensee may not construct any improvements on the Property or the Licensed Premises without prior written consent from the County. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
- b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.

- c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County.
- 6. <u>Permits and Approvals</u>. 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 of this use.
- 7. Nonexclusive Right of Use. This Agreement is nonexclusive. The County reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Licensed Premises.
- 8. <u>Existing Facilities</u>. It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property.
  - The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
- 9. Access Road Procedures. Licensee, including its authorized agents, employees, and contractors, have a non-exclusive right of ingress and egress to and from the Licensed Premises along the Access Road or other course or courses designated by the County. Licensee shall exercise all reasonable care and precaution to prevent livestock pastured on the adjoining lands from escaping or being injured. Licensee may bring automobiles, trucks, and motorized equipment over the Access Road and onto the Property.
- 10. **Road Maintenance**. County is responsible for regular Access Road maintenance. Licensee agrees to repair, at Licensee's expense, any abnormal or excessive road damage to the Access Road, water drains, berms, and/or culverts where such damage is caused solely by Licensee's use.
- 11. <u>Fire Hazards</u>. Licensee shall exercise reasonable care and precaution to prevent fires from starting or occurring on the Property. No smoking is allowed on the Property.
- 12. <u>Interference</u>. Licensee shall cooperate with County and any of its current and future licensees to minimize technical interference between the telecommunication activities of Licensee and any other user of the Property.
- 13. <u>Utilities</u>. The County shall provide, at its sole expense, electrical service to the Licensed Premises.
- 14. <u>Alterations to Equipment</u>. Licensee shall obtain the prior written approval of County prior to any modification, repair, or removal of Licensee's Equipment, or other activities on any portion of the Licensed Premises; provided, however, a replacement of like for like equipment or maintenance of equipment does not require prior County approval.

Licensee shall follow guidelines for Site Standards as described in <u>Exhibit C – Site</u> Standards.

- 15. <u>Hold Harmless</u>. Licensee shall defend, indemnify, save, and keep harmless the County and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the County or its agents as a result of the County granting this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the County.
- 16. <u>Insurance</u>. Licensee shall, at no cost to the County, obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or loses due to bodily injury, including death, or damage to property, including loss of use, and name Contra Costa County, its officers, agents, and employees as additional insured thereunder. The minimum coverage limit required under this provision will increase throughout the term of this Agreement at the reasonable discretion of the County. The County will provide Licensee with 60 days' notice of an increase in the minimum coverage limit. The coverage must provide for a 30-day written notice to the County of cancellation or lapse.

Licensee shall provide to the County evidence of the coverage carried pursuant to this provision prior to execution of this Agreement and annually thereafter.

17. <u>Damage or Destruction</u>. If the County Facilities or the Licensed Premises are damaged, destroyed, condemned, or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer. Notwithstanding the foregoing, the County is not responsible for any acts of vandalism occurring on the Property. Should any vandalism to the Licensed Premises occur, any repairs are the sole responsibility of Licensee. Furthermore, in the event of damage to the Licensed Premises due to acts of God, war, strikes, fires, floods, or power failures, Licensee acknowledges that the County is not responsible for any repairs necessary to the Licensed Premises.

If any portion of the Property, including the Licensed Premises, and the County Facilities, are damaged or destroyed by Licensee, Licensee is responsible for the cost of restoring the affected area to its prior condition within 90 days after the occurrence of the damage or destruction.

The requirements of this section shall survive the expiration or termination of this Agreement.

- 18. **Assignment**. Licensee may not assign its rights under this Agreement.
- 19. <u>Surrender of Possession</u>. Upon termination or expiration of this Agreement, Licensee shall peaceably and quietly leave, surrender, and yield to the County, the Licensed Premises in good order, condition, and repair. Licensee shall remove all equipment from

the Licensed Premises within 90 days after the expiration or termination of this Agreement, except in the case of fire or other natural disaster, in which case the removal date is to be mutually agreed upon. Upon termination, a qualified representative of the County shall inspect the Licensed Premises to determine that the Licensed Premises is left in accordance with the terms of this Agreement.

20. <u>Notices</u>. Notices under this Agreement must be in writing and will be effective either 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: Solano County

General Services Department

Attn: Real Estate

675 Texas St., Ste. 2500 Fairfield, CA 94533

Email: Properties@SolanoCounty.gov

PH: 707-784-7900

COUNTY: Contra Costa County

Public Works Department Attn: Real Estate Division

255 Glacier Drive Martinez, CA 94553

21. **Governing Law.** This Agreement is governed by the laws of the State of California.

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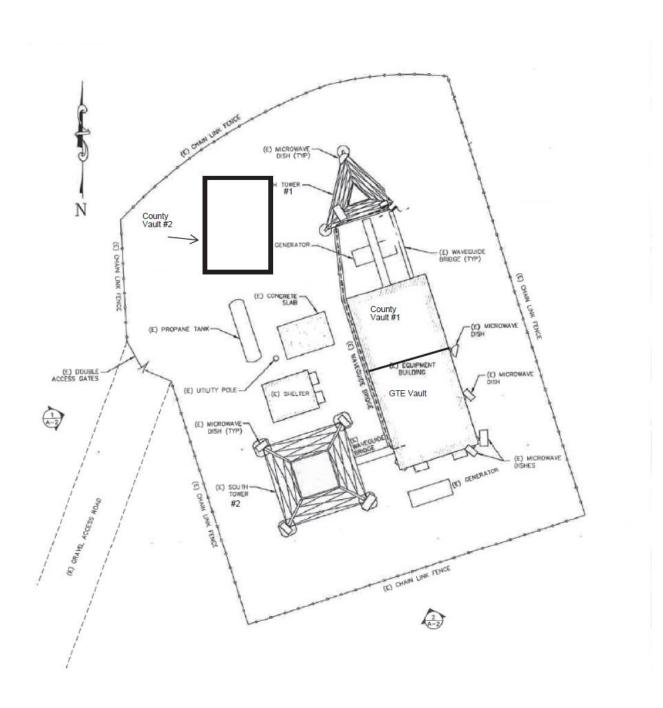
22. **Entire Agreement**. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY	SOLANO COUNTY	
By Warren Lai Public Works Director	ByBill Emlen County Administrator	
RECOMMENDED FOR APPROVAL:	APPROVED AS TO FORM:	
By Jessica L. Dillingham Principal Real Property Agent	By Megan Callaway Deputy County Counsel	
By Margaret J. Eychner Senior Real Property Agent		
APPROVED AS TO FORM: THOMAS L. GEIGER, COUNTY COUNSEL		
By: Kathleen M. Andrus Deputy County Counsel		

Exhibit A

## Plot Plan



#### Exhibit B

#### SOLANO COUNTY EQUIPMENT INFORMATION CONTRA COSTA COUNTY'S VAULT AND TOWERS – LICENSE

- Rack Space: (46 rack units (RU) total)
  - One full rack (42 RU) in Shelter #1 at the end of Row 1, currently marked "CB2". This will be for a Motorola DBR M12 site repeater system.
  - O Additional Rack Space: 4 RU needed at the top of the 2<sup>nd</sup> rack from the left in Shelter #2. This will be for a 1 RU Trimm circuit breaker panel, 1 RU for a required space, and 2 RU for an Aviat IRU600 microwave radio.
- Antennas: Two receive antennas, one transmit antenna, and a microwave dish installed on County Tower #2:
  - Rx Antennas: RFI Wireless model BPA7496-60-13\_16, both installed at 120' AGL.
  - o Tx Antennas: RFI Wireless model BPA7496-60-13 16, mounted at 100ft level.
  - Microwave Dish: Commscope SHPX4-11W, 4' Dish operating at 11 GHz installed at the 53' (centerline) on the northwest leg.

Dated: 4-16-2025

#### Exhibit C

#### Site Standards

The following standards are established as <u>minimum</u> site user requirements to allow all systems to operate with a minimum of interference and the maximum attainable reliability. Additional requirements may be imposed depending on the individual case. All site users will be handled on an equitable basis under these standards regardless of the equipment type.

- 1. Each transmitter must be identified with a County approved designation tag, along with the name and phone number or the person responsible for the operation of the transmitter. Each transmitter shall have its FCC licensed call sign on the cabinet.
- 2. A certified true copy of the Federal Communications Commission license grant for each transmitter shall be provided to the County prior to any installation commencing.
- 3. Only FCC type accepted/approved transmitters shall be installed.
- 4. Each transmitter (microwave excepted) shall have a harmonic filter, protective isolator and band-pass cavity which shall as a minimum meet the requirements in Table 1. The isolator shall precede the band-pass cavity in the transmit path.
- 5. Additional filters, band-pass cavities, isolators, and other protection may be required to solve site specific interference problems.
- 6. Double-shielded (MILC17), or solid outer conductor (Helix) shall be used to connect RF equipment to antennas, protective devices, and components; preferably using type "N" connectors and a minimum number of adapters. Single-shield cable and unjacketed transmission lines are prohibited.
- 7. Transmission lines shall be grounded at the top, bottom, and building entry point, utilizing the transmission line manufacturer's grounding kit.
- 8. A lightning arrester shall be provided on each transmission line entering the building. The lightning arrester's ground shall be connected to the ground bar below the cable-entry in the building.
- 9. Antenna mounting assemblies shall utilize galvanized steel structural members specifically designed to fit the tower structure. All ferrous metals utilized with the mounting hardware shall either be hot-dipped galvanized or stainless steel.
- 10. Contact surfaces of dissimilar metals shall be treated to prevent galvanic corrosion (rust).

- 11. Transmission line supports and hangers shall adequately support the transmission lines when subjected to wind and ice and shall prevent vibration and shaking. The support shall ensure that no weight or stress is placed on adjoining sections. The use of wire ties, steel bands, wraplock, wire, or any other attachment other than that specified will not be accepted.
- 12. Site users will submit detailed plans for their installations. Detailed plans should include all equipment, transmission lines, antenna mounts and FCC licenses.
- 13. All transmission lines will be color coded as specified by County.
- 14. Site users will pay the County for any Load Calculation studies.

#### Testing and Inspection:

The County shall have the right to inspect all phases of work of the transmitter and antenna system to determine that the system meets these specifications. Any discrepancies shall be corrected immediately.

Frequency	Isolator	BPC Attenuation ± From Carrier Frequency
30 – 60 MHz	40 dB	15 dB minimum
130 – 180 MHz	50 dB	15 db minimum
400 – 512 MHz	50 dB	20 dB minimum
800 – 960 MHz	50 dB	25 dB minimum



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3593 Agenda Date: 9/9/2025 Agenda #:

C.171.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE execution of the 2025 On-Call Debris Removal Services Contract with Ground Zero Transport & Debris Services Inc and Sharjo, LLC dba ServiceMaster Restoration Services, for debris removal services.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute individual contracts with Ground Zero Transport & Debris Services Inc and Sharjo, LLC (dba ServiceMaster Restoration Services) in the amount not to exceed \$2,000,000 for each contract, to provide debris removal services at various County and Flood Control and Water Conservation District rights-of-way and properties, for the period of September 1, 2025 through August 31, 2028, Countywide.

#### **FISCAL IMPACT:**

100% Local Road and Flood Control District Funds.

#### **BACKGROUND:**

The Contra Costa County Public Works Department maintains over 650 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County.

On April 24, 2025, the County issued a Request for Proposal (RFP) F-CONTR-0000000060 for debris removal services. Two vendors responded: Ground Zero Transport & Debris Services Inc ("Ground Zero") and Sharjo, LLC dba ServiceMaster Restoration Services ("ServiceMaster"). The County reviewed the proposals for both vendors, and both were selected to provide the requested services.

The County will use the contract to provide debris removal services on an as-needed basis, to supplement the County Maintenance crew's routine and emergency work when they are busy with other activities, and to perform work that is typically time-sensitive and may require specialized equipment and/or skills. In situations where biohazardous materials are encountered, County Maintenance crews are not certified to remove and dispose of material of that nature; this debris removal services contract will be used in those instances.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve these debris removal services contracts will prevent the Public Works Department from completing routine and emergency road and flood control maintenance work in a timely manner.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3594 **Agenda Date:** 9/9/2025 Agenda #:

C 172

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract Amendment for the 2023 On-Call Contract for Various Road, Flood Control, and

Airport Maintenance Work, 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 GradeTech, Inc., Kerex Engineering, Inc., and A. Teichert & Sons, Inc., to extend the contract terms through January 8, 2027, with no change to the payment limit, for continued on-call services for various road, flood control, and airport maintenance work, Countywide.

#### **FISCAL IMPACT:**

100% Local Road, Flood Control District, and Airport Enterprise Funds.

#### **BACKGROUND:**

On January 9, 2024, the County awarded three (3) on-call contracts for various road, flood control, and airport maintenance work to supplement Public Works Maintenance crews during routine and emergency work, and to perform work that may be time-sensitive and may require specialized equipment and skills. A \$900,000 contract was awarded to each of the following contractors: GradeTech, Inc. (GradeTech) Kerex Engineering, Inc. (Kerex), and A. Teichert & Sons, Inc. (Teichert). The contracts have a term of one year, with the option of two one-year extensions.

On December 17, 2024, the Board of Supervisors approved Contract Amendment No. 1 for the contracts with GradeTech, Kerex, and Teichert, extending the completion date from January 9, 2025, through January 8, 2026. Contract Amendment No. 1 also increased the payment limit for GradeTech from \$900,000 to \$1,200,000; the payment limits for Kerex and Teichert were unchanged.

On May 13, 2025, the Board of Supervisors approved Contract Amendment No. 2 for the contracts with GradeTech, Kerex, and Teichert, increasing the payment limit for GradeTech from \$1,200,000 to \$2,000,000, and the payment limits for Kerex and Teichert from \$900,000 to \$2,000,000.

To retain the services of, and to ensure timely payment to GradeTech, Kerex and Teichert, the Public Works Director recommends that the Board approve Contract Amendment No. 3. This amendment will extend the term

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3594 C.172.

of the contracts through January 8, 2027, with no change to the payment limits.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the contract amendment will prevent the Public Works Department from completing routine and emergency road, flood control, and airport maintenance work in a timely manner.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3595		Agenda #:	
To:	Board of Supervisors		
From:	Warren Lai, Public Works Director/Chief Engineer		
Report Title:	Participating Addendum for Workrite Ergonomics, LLC		
⊠Recommenda	tion 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 Workrite Ergonomics, LLC., in an amount not to exceed \$1,000,000, for the purchase of ergonomic office furnishings, workstations, equipment and accessories, during the period of September 9, 2025 through June 27, 2026 under the terms of the Master Contract awarded by the State of California, Department of General Services, Countywide.

#### **FISCAL IMPACT:**

Product and service costs paid by County Departments (100% User Departments)

#### **BACKGROUND:**

Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of ergonomic office furnishings, workstations, equipment and accessories offered through Workrite Ergonomics, LLC. Products are guaranteed through the master contract awarded by the State of California, Department of General Services Contract No. 4-17-71-0129B. Approval of the addendum between Contra Costa County and Workrite Ergonomics, LLC., allows the County to obtain guaranteed pricing available through the State of California, Department of General Services Contract No. 4-17-71-0129B. The purchase will support County Departments with ergonomic office furnishings, workstations, equipment and accessories modular system furniture and provide significant discounts from list pricing.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval of this agreement, the County would be paying full price on ergonomic office furnishings, workstations, equipment and accessories purchases they make today.

Office Furnishings, Workstations, Equipment, and Accessories (State of Calif. CMAS Contract No. 4-17-71-0129B)

# Participating Entity: CONTRA COSTA COUNTY

Contractor: Workrite Ergonomics, LLC

This Participating Addendum ("Agreement") is made and entered into as of September 9, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Workrite Ergonomics, LLC, a Delaware limited liability company, ("Contractor") whose principal place of business is 2277 Pine View Way, Suite 100, Petaluma, CA 94954-5827. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

#### Recitals

Whereas, the Contractor sells ergonomic office furnishings, workstations, equipment, and accessories under CMAS Contract No. 4-17-71-0129B between the State of California and the Contractor ("Master Contract").

Whereas, the Master Contract is made available to public agencies in the State of California. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County.

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, 2026, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term of this Agreement, 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 \$1,000,000 ("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.

for

# Office Furnishings, Workstations, Equipment, and Accessories (State of Calif. CMAS Contract No. 4-17-71-0129B)

- 3. Incorporation of the Master Contract. The Master Contract, a copy of which is attached as Exhibit A, is hereby incorporated in and made a part of this Agreement. The Contractor shall sell all products, perform all services, extend all warranties, guarantee all pricing, provide the County insurance and indemnity and defense, and satisfy all other obligations under this Agreement on the same or more favorable terms as those set forth in the Master Contract.
- 4. Registration with California Secretary of State. Throughout the term of this Agreement, the Contractor shall remain register to do business in the State of California and in good standing with the California Secretary of State. Contractor shall maintain an agent for service of process in California who shall accept service of process on behalf of Contractor. Contractor shall ensure that all Affiliated Entities that fulfill orders under this Agreement are registered to do business in the State of California and in good standing with the California Secretary of State.
- 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. <u>Termination.</u> 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. 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.

Page 2 of 5

for

Office Furnishings, Workstations, Equipment, and Accessories (State of Calif. CMAS Contract No. 4-17-71-0129B)

- 10. <u>Amendment</u>. 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:

for

Office Furnishings, Workstations, Equipment, and Accessories (State of Calif. CMAS Contract No. 4-17-71-0129B)

#### Contractor:

For orders:

Workrite Ergonomics, LLC 2277 Pine View Way, Suite 100 Petaluma, CA 94954-5827 Attn: Orders – Customer Service Email: orders@workriteergo.com

If to an Affiliated Entity: Workrite Ergonomics, LLC

c/o Inside Source 1221 Diamond Way Concord, CA 94520 Phone: (925) 383-0226

Email: dpeters@insidesource.com

For all others: Donna Bobalek

2277 Pine View Way, Suite 100 Petaluma, CA 94954-5827 Phone: (571) 5655077

Email: dbobalek@workriteergo.com

County:

Contra Costa County-Purchasing Services

40 Muir Road, 2<sup>nd</sup> 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. <u>Successors and Assigns; Assignment</u>. 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

### Office Furnishings, Workstations, Equipment, and Accessories (State of Calif. CMAS Contract No. 4-17-71-0129B)

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity:	Contractor:
Contra Costa County	Workrite Ergonomics, LLC
Signature:	Signature:
Name:	Name:
Cynthia Shehorn	
Title:	Title:
Procurement Services Manager	
	Signature:
	Name:
	Title:
<b>u</b>	
Approved as to form:	
Thomas L. Geiger, County Counsel	
By:	
Assistant County Counsel	
Attachment:	
Master Contract	



#### State of California

## MULTIPLE AWARD SCHEDULE Workrite Ergonomics, LLC

CMAS NUMBER:	4-17-71-0129B
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	5/02/2017 through 6/27/2026
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342 E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>GS-28F-0030S</u>
BASE SCHEDULE HOLDER:	Workrite Ergonomics, LLC

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and assembly of office furniture. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 6/27/2026. In addition, this supplement replaces in its entirety the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: <a href="Statewide Contract Index Listing">Statewide Contracts Index Listing</a> (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts). This requirement is not applicable to local government agencies.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: www.calpia.ca.gov/products-services/customer-support/exemption-process/. A copy of the approved exemption must be kept with the purchase order for audit purposes.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

#### **CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Workrite Ergonomics
Ergonomic-Accessories
Ergonomic-Keyboard Wristrest
Ergonomic-Mouse Pad Wristrest
Furniture-Computer Worktables
Furniture-Office
Furniture-Work Stations

#### AVAILABLE PRODUCTS AND/OR SERVICES

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the <u>GSA eLibrary</u> at www.gsaelibrary.gsa.gov.

#### EXCLUDED PRODUCTS AND/OR SERVICES

Public works services with a requirement for State contractor licensing and order-level materials are <u>not</u> available under this CMAS.

#### **ISSUE PURCHASE ORDER TO**

Orders may be placed with Workrite Ergonomics, LLC or with an Authorized Reseller as indicated below:

#### Orders placed with Workrite Ergonomics, LLC

#### **SUBMIT ORDERS TO:**

Workrite Ergonomics, LLC 2277 Pine View Way, Suite 100 Petaluma, CA 94954-5827 Attn: Orders - Customer Service

E-mail: orders@workriteergo.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Donna Bobalek Phone: (571) 565-5077

E-mail: dbobalek@workriteergo.com

Orders placed with a Reseller must be addressed as shown below and payment must be made to the Reseller identified on the invoice:

#### Orders placed with a Reseller

# Workrite Ergonomics, LLC c/o Reseller Reseller's Address Contact: Phone: E-mail:

For a list of Authorized Resellers, refer to the last two pages of the CMAS.

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be delayed.

RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO WORKRITE ERGONOICS, LLC FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

#### **TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. **See next paragraph for information.** 

The Franchise Tax Board's list of <u>Top 500 Delinquent Taxpayers</u> is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of <u>Top 500 Sales & Use Tax Delinquencies</u> in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

#### **CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 099330933. Prior to placing an order with this company, agencies must verify that this permit is still valid at the <u>California Department of Tax and Fee Administration</u> website (cdtfa.ca.gov).

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

#### MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

#### **CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

#### PRICE DISCOUNTS

This CMAS contains quantity discounts and significant price discounts off the manufacturer's list price. See the base schedule for the specific percentage of discount.

#### **DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

#### CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a California Civil Rights Law Certification.

#### WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

#### **DELIVERY**

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

#### SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

#### CANCELLATION AND/OR RESTOCKING FEE

Cancellation Fee: Cancellation shall be at no charge prior to production. Once in production the contractor shall be entitled to collect cost incurred if products are not sold within 120 days.

Restocking Fee: Return Authorization shall be obtained in writing prior to return of items. Restocking charges of 20% shall apply. The government shall pay and bear responsibility for transportation. Return credit is subject to inspection and product being in saleable condition.

#### PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the <u>List of State Departments with Approved Purchasing Authority</u> website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

#### **HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- <u>Search for potential CMAS contractors</u> on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

#### **SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) 4819.34.

#### **ORDERING PROCEDURES**

#### 1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

<u>Standard 65 Purchase Documents</u> – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the <u>Standard 65</u> is available at the Department of General Services (DGS), Procurement Division (PD) website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard (STD) Forms.

<u>FISCAL Purchase Documents</u> – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

#### 2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

#### 3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

#### 4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

#### CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

#### SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

<u>CMAS Small Business and Disabled Veteran Partners lists</u> (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

#### SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

#### SMALL BUSINESS/DVBE - SUBCONTRACTING

- The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
- 2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

- b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
  - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
  - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
  - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
  - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
- 3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

#### **WITHHOLD LANGUAGE (SB588)**

#### **Option 1 – Withhold Language**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

- The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
- 2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

#### Option 2 – No Withhold Language

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

#### **PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

#### **NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

#### SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

#### TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

#### STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering 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 per PCC 12200 through 12217.

Contractor will be required to complete and return a <u>Recycled-Content Certification form</u> (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

#### PRODUCT ASSEMBLY

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

#### **NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

- 1. Purchase orders containing only NSP items are prohibited.
- 2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
- 3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
- 4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
- 5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
- 6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

- 1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
- 2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
- 3. Items that do not meet the Productive Use Requirements for information technology products, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.
- 4. Any other item or class of items specifically excluded from the scope of this CMAS.
- 5. Public Works components NOT incidental to the total purchase order amount.
- 6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
- 7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

#### STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding.

See complete <u>PCC 10298</u> language at (leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete <u>PCC 10299</u> language at (leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

#### **UPDATES AND/OR CHANGES**

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that
  constitute a material difference from existing contract terms and conditions. A material
  change has a potentially significant effect on the delivery, quantity or quality of items
  provided, the amount paid to the contractor or on the cost to the State.

#### SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

#### ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

#### **APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

#### **PAYMENTS AND INVOICES**

#### 1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

#### 2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

#### 3. DGS Administrative and Incentive Fees

#### Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

#### **Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

#### 4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

#### 5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

#### 6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

#### 7. Leasing/Financing

California State Agencies are required to utilize the <u>Golden State Financial Marketplace (GS SMart)</u> program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC <u>14937</u>. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

#### 8. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at <a href="mailto:kristopher.bianchini@dgs.ca.gov">kristopher.bianchini@dgs.ca.gov</a> for further information.

#### 9. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

#### OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at <u>Cal eProcure</u> (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

#### CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

#### **AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with GC 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, DGS Office of Legal Services is available to provide services.

#### **CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

#### FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

#### LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

#### **ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

#### **AMERICANS WITH DISABILITY ACT**

To view the <u>DGS Accessibility Policy</u>, please visit www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility.

#### LIST OF AUTHORIZED DEALERS

Company Name	Company Address	Point of Contact Name	Phone Number	Email Address
AAA Business Supplies	325 Mendell Street			
& Interiors	San Francisco, CA 94124	Steve Danziger	(415) 821-4430	steved@aaasolutions.com
California Office	1724 10th Street			
Furniture	Sacramento CA 95814	Sallie Gulaco	(916) 442-6959	sajy@caloffice.com
Campbell Keller	3041 65th St #3 Sacramento, CA 95820	Craig Campbell	(916) 737-3300	ccampbell@campbellkeller.com
COG	931 Cadillac Court Milpitas, CA 95035	Tod Fukishima	(408) 262-6400	todf@cog.com
Corporate Business Interiors, Inc.	3501 Jamboree Rd, S Tower, Ste 400 Newport Beach, CA 92660	Hice Stiles	(800) 767-6759	hice@cbimail.com
CSI Ergonomic Furniture, Inc.	6773 Sierra Ct., Suite C Dublin, CA 94568	Stephen Wolf	(925) 785-3205	cs@creativesupports.com
CSI Fullmer	131 North El Molino Ave., Suite 170 Pasadena, CA 91101	Bill H Baquet	(626) 486-2266	bbaquet@csifullmer.com
Culver Newlin	520 E. Rincon St., Suite 102 Corona, CA 92879	Devyn Goss	(951) 522-6697	devyn@culver-newlin.com
Durst Office Designs, Inc	2750 Cherokee Road Stockton CA 95205	Dan Durst	(209) 463-5734	dan@durstoffice.com
Furnishings Plus	11230 Gold Express Dr #310 -348 Gold River CA 95670	Steve Dean	(916) 212-3288	steve@furnishingsplus.net
MB Contract Furniture, Inc.	1001 Galaxy Way Suite 100 Concord, CA 94520	Jane Mele	(925) 381-8971	jane@mbcf.com
Miles Treaster & Associates	1810 13th St., Ste 100 Sacramento CA 95811	Rob Leslie	(916) 373-1800	rleslie@mtaoffice.com

Company Name	Company Address	Point of Contact Name	Phone Number	Email Address
OFR Group	1900 S Norfolk Street, Suite 350 San Mateo. CA 94403	Lisa Jackson	(650) 579-7962	Lisa@OFRGroup.com
One Workplace	1057 Montague Expressway Milpitas, CA 95035	Jim Pilarski	(408) 263-1001	jpilarski@oneworkplace.com
Parron Hall Office Interiors	9655 Granite Ridge Dr., Ste 100 San Diego, CA 92123	Evelyn Drummand	(858) 268-1212	info@parronhall.com
PeopleSpace Inc.	909 N. Sepulveda Blvd, Suite 970 El Segundo, CA 90245	Holly Rau		hrau@peoplespace.com
Pivot Interiors, Inc.	3355 Scott Blvd, Ste 110 Santa Clara, CA 95054	Dennis Oliver	(408) 432-5600	dolilver@pivotinteriors.com
S. L. Pemberton, Inc.	1125 Jefferson St, Suite B Napa, CA 94559	Susan Pemberton	(415) 990-7506	slp@slpemberton-inc.com
Sam Clar Office Furniture Inc	1221 Diamond Way Concord, CA 94520	Dan Peters	(925) 771-7556	dan@samclar.com
Sierra School Equipment Company	1911 Mineral Ct, P.O. Box 80667 Bakersfield CA 93380-0667	General Information	(661) 399-2993	sales@ssecinc.com
SLM Contract Furniture, Inc.	2165 San Diego Ave, STE 103 San Diego, CA 92110-2907	Susan Lord	(858) 277-9700	susan@slmcf.com
Tangram Flooring, Inc.	9200 Sorenson Ave Santa Fe Springs, CA 90670	David Morgan	(562) 365-5000	dmorgan@tangram.com
The Sheridan Group	2045 Pontius Ave. Los Angeles, CA 90002	Danine Sheridan	(310) 575-664	customerservice@sheridaninc.com
Western Contract Furnishers of Sacramento	11145 Folsom Blvd. Rancho Cordova, CA 95742	Callie Stewart	(916) 638-3338	stewartc@westerncontract.com
Western Office Interiors	500 Citadel Drive, Suite 250 Los Angeles, CA 90040	Mark Smith	(323) 271-1800	info@westernoffice.com



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

File #: 25-3596 Agenda Date: 9/9/2025 Agenda #:

C.174.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum for Motorola Solutions, 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 Motorola Solutions, Inc., in an amount not to exceed \$2,000,000, for the purchase of public safety communications technology and hardware solutions for use by Public Works Facilities, during the period of September 9, 2025 through June 23, 2026 under the terms of the Master Contract awarded by Sourcewell, a State of Minnesota public agency.

#### **FISCAL IMPACT:**

Facilities Maintenance Budget (100% General Fund)

#### **BACKGROUND:**

Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of public safety communications technology and hardware solutions offered through Motorola Solutions, Inc. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota public agency Contract No. 042021-MOT. Approval of the addendum between Contra Costa County and Motorola Solutions, Inc., allows the County to obtain guaranteed pricing available through Sourcewell contract No. 042021-MOT. The purchase will support the Public Works Facilities Division with the purchase of public safety communications technology and hardware solutions and provide discounts from 5% to 27% from list pricing.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval of this agreement, Public Works Facilities would be paying full price on purchase of public safety communications technology and hardware solutions purchases they make today.

#### PARTICIPATING ADDENDUM FOR

#### Public Safety Communications Technology and Hardware Solutions

#### Participating Entity: CONTRA COSTA COUNTY

Contractor: Motorola Solutions, Inc.

This Participating Addendum ("Agreement") is made and entered into as of September 9, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Motorola Solutions, Inc., a Delaware corporation ("Contractor"), whose principal place of business is 500 W. Monroe, Chicago, IL 60661. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

#### Recitals

Whereas, the Contractor public safety communications technology and hardware solutions under a cooperative purchasing agreement, identified as Contract No. 042021-MOT ("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 Contractor may use its contractors, distributors, and suppliers (collectively, "<u>Affiliated Entities</u>," and each an "<u>Affiliated Entity</u>") to fulfill County orders under this Contract through purchaser orders issued by the County.

#### 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 23, 2026, unless sooner terminated as provided herein. If the term of the Master Contract is extended beyond June 23, 2026, the Parties may agree to amend this Agreement to extend the term of this Agreement by 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 any 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 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.

#### PARTICIPATING ADDENDUM FOR

#### Public Safety Communications Technology and Hardware Solutions

- 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 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. Contractor shall not be obligated to create or maintain any documents not created or maintained in the ordinary course of business, nor shall Contractor be obligated to disclose any information that it treats as confidential or proprietary in the ordinary course of its business."
  - 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."
  - d. The following sentence is added to Section 19.B. (Compliance; Licenses) of the Master Contract:
    - "The Contractor shall remain registered in good standing with the California Secretary of State and maintain an agent for service of process in California."
- 4. 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

#### PARTICIPATING ADDENDUM FOR

#### Public Safety Communications Technology and Hardware Solutions

interpreting the Parties' obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.

- 5. <u>Termination</u>. 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. In the event of termination, the County will be liable to pay for all equipment, products, and services delivered or performed up to the date termination becomes effective.
- 6. 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.
- 7. 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 to and the subject matter of the litigation.
- 8. No Joint Venture; No Third-Party Beneficiaries; Subcontractors. 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. <u>Amendment</u>. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
- 10. 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.

#### PARTICIPATING ADDENDUM FOR

#### Public Safety Communications Technology and Hardware Solutions

11. Notices. Notices to the Parties shall be provided to:

#### Contractor:

Jim Lohan, VP Sales and Marketing Terex Utilities, Inc. 3140 15<sup>th</sup> Ave SE Watertown, SD 57201 (612) 730-6927 Email: jim.lohan@terex.com

#### County:

Contra Costa County-Purchasing Services 40 Muir Road, 2<sup>nd</sup> 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.

12. <u>Successors and Assigns; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Except for assignments to an affiliate of Contractor, 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

#### Public Safety Communications Technology and Hardware Solutions

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity:	Contractor:
	Motorola Solutions, Inc.
Contra Costa County	Wiotoroia Solutions, inc.
Signature:	Signature:
Signature,	Signature.
Tr.	
Name:	Name:
Cynthia Shehorn	
Title:	Title:
Procurement Services Manager	
	Signature:
7	Name:
	Title:
	Title.
Approved as to form:	
Thomas L. Geiger, County Counsel	
22	
By:	
Assistant County Counsel	
Attachment:	
Master Contract	



Solicitation Number: RFP #042021

#### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor 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 June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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. Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

#### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor must permit the Equipment and Products to be 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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

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• 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 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 in the United States. 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
  - 2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
  - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

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. Vendor 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;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor'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.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

#### 12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
- 5. 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 vendors which may be used until the next printing). Vendor must return all

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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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
- 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming 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**

- A. REQUIREMENTS. At its own expense, Vendor 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 in accordance with 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 listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. 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.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage \$3,000,000 Personal and Advertising Injury \$5,000,000 aggregate for Products-Completed operations \$5,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor 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 Vendor'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.

Limits:

\$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

#### 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor 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 also require additional requirements based on specific funding specifications. 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 Vendor'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 nonfederal 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. Vendor 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 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.
- 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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

Sourcewell

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.

#### 22. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Motorola Solutions, Inc.

DocuSigned by:	DocuSigned by:
Jeremy Schwartz	Carrie Hemmen
Ву:	By:
Jeremy Schwartz	Carrie Hemmen
Title: Chief Procurement Officer	Title: MSSSI Territory Vice President & Director of Sales
7/3/2021   8:47 AM CDT	7/2/2021   3:56 PM CDT
Date:	Date:
Approved:	
DocuSigned by:  7E42B8F817A64CC	
Ву:	
Chad Coauette	
Title: Executive Director/CEO	
7/4/2021   6:43 PM CDT	
Date:	

Rev. 10/2020 17

# RFP 042021 - Public Safety Communications Technology and Hardware Solutions

#### **Vendor Details**

Company Name: Motorola Solutions, Inc.

500 W Monroe St

Address: Ste 4400

Chicago, IL 60661

Contact: Lane Feingold

Email: lane.feingold@motorolasolutions.com

Phone: 720-338-7624 HST#: 36-1115800

#### **Submission Details**

 Created On:
 Tuesday March 30, 2021 21:05:37

 Submitted On:
 Tuesday April 20, 2021 12:23:07

Submitted By: Lane Feingold

Email: lane.feingold@motorolasolutions.com

Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a

Submitter's IP Address: 140.101.167.250

#### **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 (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	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):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743  Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

## Table 2: Company Information and Financial Strength

Line Item	Question	Response *	ı

7	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.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline.	
		We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.	*
		For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications.	
		In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	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	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.  Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	response.  What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx"	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	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	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States.  The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers.  The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

Vendor Name: Motorola Solutions, II 878 Bid Number: RFP 042021

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

- 1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
- 2. Motorola R56 Certification
- 3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification ASTRO 25® Subscriber Portfolio Overview ASTRO 25® IV&D System Overview Introduction to R56 Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification
MCC7000 Console Maintenance Certification
ASTRO 25® Repeater Site Lifecycle Maintenance Certification
ASTRO 25® Simulcast Site Lifecycle Maintenance Certification
ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	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.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Enjeineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.  Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety Infrastructure in the field:  Training Classes to Track: Antenna System Analysis (SRV2012) Astro Cithernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network- Bootcamp Passive Intermodulation RS6 Installer/Audifor (NST9257) Security- Bootcamp Signal Investigation Techniques  CompTIA Certifications: CompTIA Network+ CompTIA Network+ CompTIA Security- ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Installer (R56) Computer Service Specialist (CSS) Data Cabling Installer (DCI) Information Techniclogy Security (ITS) General Communications Technician II (GCT1) General Communications Technician (IGTT) Master Operation (IRT) Master CET (CETma) Master Specialty (CETms(RF or ITT)) Master CET (CETma) Master Specialty (CETms(RF or ITT)) Mobile Communications and Electronics Installer (MCEI) Network Systems Technician (NCTT)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)  Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*

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## **Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020
		Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021
		Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021
		FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021
		Built In 100 Best Large Companies to Work For, 2021
		Built In Chicago 100 Best Places to Work in Chicago, 2021
		Human Rights Campaign Corporate Equality Index, 2021
		ComputerWorld Best Places to Work in IT, 2020
		Fast Company's 100 Best Workplaces for Innovators, 2020
		Forbes America's Best Employers for Diversity, 2020
		Disability Equality Index Best Places to Work, 2020
		Bloomberg Gender Equality Index, 2019
		WayUp Top 100 U.S. Internship Programs, 2019
		Corporate Responsibility:  We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.
		Barron's 100 Most Sustainable Companies, No. 19, 2020
		Newsweek America's Most Responsible Companies, 2021
		The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020
		Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT
		APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020
		iF Design Award, 20 awards since 2009
		Red Dot Design Award, 19 awards since 2008
		Australia Good Design Award, 19 awards since 2009
		Japan Good Design Award, 3 awards since 2014
		International Design Excellence Awards, 14 awards since 1996
		Chicago Athenaeum Good Design Awards, 5 awards since 2014
		https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications (""LMR"" or ""LMR Mission Critical Communications""), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx"	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications (""LMR"" or ""LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx"	*
19	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?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	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?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

#### **Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

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#### **Table 5: Top Five Government or Education Customers**

Line Item 22. 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 *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

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 *
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13
26	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.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.
		Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.
		The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party
		subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and
		updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.
		The CMSO coordinates with the field service organization that will serve the Customer locally.
		Customer Support Manager

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		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.
		The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.
		The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.
		Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.
		MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
		Security Update Service: View available security updates. Access available security update downloads.
		Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.
		The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.
		Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary.
		We have also included the Mission Critical Operations white paper in our attachments for additional information.
		Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.

Vendor Name: Motorola Solutions, It 884 Bid Number: RFP 042021

	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?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

## **Table 7: Marketing Plan**

Line Item	Question	Response *	
32	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.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	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?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	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.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Vendor Name: Motorola Solutions, II 885 Bid Number: RFP 042021

## **Table 8: Value-Added Attributes**

Line Item	Question	Response*	
36	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.	Motorola Solutions has a Learning experience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training in never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward.  The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	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.	Please find attached the 2019 Corporate Responsibility Report	*
39	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.	Please find attached the 2019 Corporate Responsibility Report	*
40	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.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	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?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

#### **Table 9: 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 *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	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?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	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?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola.  Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

**Table 10: Payment Terms and Financing Options** 

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.	*
		Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	
52	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 we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a 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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	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.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	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.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	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.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

## **Table 12: Pricing Offered**

Lir	The Pricing Offered in this Proposal is: *	Comments
61		Please find our pricing details in the attachments

## **Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	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.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members.  For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.  Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.
63	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.	Total sales in US dollars per category
64	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.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes.	
		Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above	*

#### Table 148: Depth and 8readth 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	
Fire or EMS station alerting or paging systems  Yes. We partner with Mach Alert to provide Fire Station Alerting solutions  No		Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*	
68	Connectivity and interoperability devices, hardware and equipment	€ Yes € No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
Airborne, marine, and underwater communication systems  No.		No.	*	
70	Services related to lines 67, 68 and 69 above	ົດ Yes ົ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

## **Table 15: Industry Specific Questions**

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/, Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html, and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx? SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5.	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

#### **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.

Vendor Name: Motorola Solutions, Ir 890 Bid Number: RFP 042021

#### **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 (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Pricing Sourcewell RFP 042021 Pricing.pdf Monday April 19, 2021 18:16:04
  - Upload Additional Document Sourcewell RFP 042021 Proposal Document.pdf Monday April 19, 2021 18:19:49

#### **Proposer's Affidavit**

#### 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;
  - 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.

M 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. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, 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_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	V	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	₩.	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	M	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	V	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	V	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	V	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	V	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	₩	2

Vendor Name: Motorola Solutions, It 893 Bid Number: RFP 042021



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3597 **Agenda Date: 9/9/2025** Agenda #:

C 175

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Consulting Services Agreement with Consor PMCM, Inc., East Richmond and Kensington

areas.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Consor PMCM, Inc., in an amount not to exceed \$477,162.49 for construction management services for the 2025 East Richmond Heights Fiberized Slurry Seal and 2025 Kensington Fiberized Slurry Seal and Overlays Projects for the period September 9, 2025 through December 31, 2026, East Richmond and Kensington areas. (County Project No.: 0672-6U2119, 0672-6U2121) (District I)

#### **FISCAL IMPACT:**

Work performed under this contract will be funded by 100% Local Road Funds.

#### **BACKGROUND:**

The 2025 East Richmond Heights Fiberized Slurry Seal project consists of placing a type II fiberized slurry seal on various roads in the unincorporated area of East Richmond Heights. Work will involve surface preparation, including; weed spray, crack sealing, pavement failure repair, edge grinding, removing existing thermoplastic stripes and pavement markings, adjusting and setting survey monuments, placement of thermoplastic striping and pavement markings.

The 2025 Kensington Fiberized Slurry Seal and Overlays project consists of placing two types of surface treatments on various roads in the Kensington area and Clark Road in El Sobrante: a type II fiberized slurry seal, and cold plane and overlay with hot mix asphalt (HMA). Work will involve surface preparation, including weed spray, crack sealing, pavement failure repair, edge grinding, removal of existing thermoplastic stripes and pavement markings, removal of existing curb and sidewalk, and placing concrete curb ramps in compliance with the American with Disabilities Act, adjusting and setting survey monuments, and placement of thermoplastic striping and pavement markings.

Consor PMCM, Inc., was selected to provide construction management services for the project after completing a request for proposal solicitation and technical proposal process. Public Works has successfully negotiated with Consor PMCM, Inc., to provide the construction management services.

**Agenda Date: 9/9/2025** Agenda #: File #: 25-3597

C.175.

## 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 Projects will occur, ultimately delaying the completion of the Projects. Projects delay may also result in substantial additional project costs.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3598 Agenda Date: 9/9/2025 Agenda #:

C.176.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract for On-Call Structural Engineering Consulting Services, Countywide

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Consor North America, Inc., in an amount not to exceed \$800,000.00 to provide on-call structural engineering consulting services for various projects for the period from September 1, 2025 through July 31, 2028, Countywide. (Project No.: Various) (All Districts)

#### **FISCAL IMPACT:**

Work performed under this on-call Consulting Services Agreement is funded by local, state and federal funds.

#### **BACKGROUND:**

The Public Works Department is involved in various projects in the County that require structural engineering services for road, flood control, capital facilities and airport projects. After a solicitation process, eight firms were selected to provide structural engineering consulting services on an "on-call" basis. The consultants will be used to provide structural engineering services as in-house expertise is not available. Seven of these on-call contracts were approved by the Board on August 5, 2025. This on-call Consulting Services Agreement will be in effect for thirty-five months.

In accordance with Government Code section 4526, the Design/Construction Division solicited Statements of Qualifications from structural engineering consulting firms. Consor North America, Inc., was determined to be qualified to provide on-call structural engineering consulting services for a three-year contract to assist in complying with federal, state, and local regulations.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of structural engineering consulting services that Consor North America, Inc., provides.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, the Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring structural engineering services will occur. Executing the Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring structural engineering expertise.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3599 Agenda Date: 9/9/2025 Agenda #:

C.177.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Advertisement and CEQA actions for the Ygnacio Valley Library Upgrade Project, 2661 Oak

Grove Road, Walnut Creek

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

- (1) APPROVE the design and bid documents, including the plans and specifications, for the Ygnacio Valley Library Upgrade Project located at 2661 Oak Grove Road, Walnut Creek.
- (2) AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about September 24, 2025, and issue bid addenda, as needed, for clarification of the bid documents, provided the changes do not significantly increase the construction cost estimate.
- (3) DIRECT the Clerk of the Board to publish at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
- (4) DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening.
- (5) DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(a) and (d).
- (6) DIRECT the Director of the 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
- (7) AUTHORIZE the Public Works Director, or designee, to arrange payment of a \$50 fee to the County Clerk for filing the NOE.

#### **FISCAL IMPACT:**

Estimated construction cost \$3,508,671. \$3,008,671 (86%) will be funded through Measure X Funds and \$500,000 (14%) will be funded through Library Funds.

File #: 25-3599 Agenda Date: 9/9/2025 Agenda #:

C.177.

#### **BACKGROUND:**

The Contra Costa County Library Department proposes the renovation of existing building systems at the Ygnacio Valley Library located at 2661 Oak Grove Road, Walnut Creek to upgrade the heating, ventilation, and air conditioning (HVAC) system, roofing system, electrical system and interior lighting upgrades.

The facility is a 17,358 square foot building constructed in 1975. Three building systems are being addressed in this project for replacement and/or upgrades. The roofing system is primarily a built-up roof with several metal standing-seam facia roof elements. The roofing has experienced leaks over the years which has created soffit damage which needs to be repaired. The HVAC system will be completely replaced with an all-electric system that supports the County's sustainability goals and grant funding goals of providing a Clean Air Center for the City of Walnut Creek. The existing system and its components have exceeded the manufacturer's projected useful life span and are showing signs of deterioration and excessive wear and tear. The electrical upgrades include installing a new transformer and higher capacity electrical switchboard to support the new HVAC system. Interior lighting upgrades include replacing fluorescent fixtures to power efficient light emitting diode (LED) fixtures

#### CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors approval, the project will not be constructed. Anticipated building system failures due to the age of the existing infrastructure will increase, resulting in ongoing maintenance costs. Roofing system leaks will become more likely, increasing the possibility of associated damage to the building and its contents. HVAC failure could result in the closure of the library on extreme heat days, thereby denying expanded services to vulnerable residents residing in the City of Walnut Creek. The Ygnacio Valley Library acts as a community center for residents and provides relief services during regional emergencies. If the electrical upgrades are not completed, there will be insufficient power to switch to an all-electric HVAC system, thereby losing an opportunity to advance goals established in the County's Climate Action Plan. Without the electrical upgrade, the Library will not be able to provide additional electrical outlets in the public areas of the library as needed to meet public demand and provide the type of services increasingly important in today's library environment.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3600 Agenda Date: 9/9/2025 Agenda #:

C.178.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** On-Call Contract with Contra Costa Resource Conservation District, 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 Contra Costa Resource Conservation District, in an amount not to exceed \$500,000 for on-call technical assistance and support for a variety of the San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (MRP) requirements for the period of October 1, 2025 through September 30, 2028, Countywide.

#### **FISCAL IMPACT:**

This project is funded by 100% Stormwater Utility Area Assessment Funds.

#### **BACKGROUND:**

This contract is for Contra Costa Resource Conservation District to provide on-call technical assistance and support services related to education, outreach, and other activities required under the current MRP under the NPDES Program. Public Works staff, on behalf of the County, will contact the contractor as necessary to identify the task and determine the cost and schedule.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without the approval of this contract by the Board of Supervisors, Contra Costa County will be out of compliance with the MRP from the California Regional Water Quality Control Board, San Francisco Bay Region.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3601 Agenda Date: 9/9/2025 Agenda #:

C.179.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Lease of Office Space at 2600 Stanwell Drive, Concord

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE a lease with 2600 Stanwell, LLC for approximately 17,415 square feet of office space located at 2600 Stanwell Drive, Suites 100, 104 and 200, Concord, for Health Services Department-Health, Housing and Homeless Services, for a 10-year term at an initial annual rent of \$376,164.00, with annual increases thereafter.

AUTHORIZE the Public Works Director, or designee, to execute the lease and up to two renewal options.

#### **FISCAL IMPACT:**

The lease will obligate the County to pay rent of \$4,312,298.70 over the ten-year term. (100% General Fund))

#### **BACKGROUND:**

The Coordinated Outreach, Engagement and Referral (CORE) program is currently located at 2380 Bisso Lane in Concord in office space that is currently on loan from the Health Services - Information Technology (IT) department. The IT department is now in need of that space due to an increase in employees and has requested that the CORE program be relocated. CORE and the Health, Housing and Homeless (H3) administrative staff, also located at Bisso Lane, need a location as both sites at Bisso (2380 and 2400) are over capacity. The department has grown in full-time employees and the original office configurations do not comfortably seat the additional staff. Currently, there are two - four employees to an office and a converted conference room. There is no space to expand at the Bisso campus.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Not authorizing the lease would require finding another suitable location to locate a growing CORE staff.

# **LEASE**

# HEALTH SERVICES DEPARTMENT HEALTH, HOUSING AND HOMELESS SERVICES 2600 STANWELL DRIVE, SUITES 100,104 & 200 CONCORD, CALIFORNIA

This lease is dated September 9, 2025, and is between 2600 STANWELL, LLC, a California limited liability company ("Lessor") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County").

#### Recitals

- A. Lessor is the owner of the real property located at 2600 Stanwell Drive, Concord, California (the "**Property**"). The Property is improved with a commercial office building consisting of approximately 46,827 square feet (the "**Building**").
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 17,415 rentable square feet known as Suites 100 (approximately 6,024 square feet), 104 (approximately 3,588 square feet) and 200 (approximately 7,803 square feet) (together, the "**Premises**"), as shown in the floor plans attached as <u>Exhibit A</u>, along with the non-exclusive use of 90 parking stalls and two electric vehicle chargers.
- C. The parties estimate that the Premises comprises approximately 37.19% of the total square footage of the Building (the "**Proportionate Share**"). Section 4 of this lease requires the County to pay its proportionate of the amount (if any) by which certain expenses exceed the cost of those expenses in the Base Year. The "**Base Year**" means calendar year 2025.
- D. Simultaneous with the execution of this lease, Lessor and County are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the "Work Letter"). The Work Letter is part of this lease.

The parties therefore agree as follows:

# Agreement

1. <u>Lease of Premises</u>. 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. <u>Term.</u> The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.
  - a. <u>Initial Term</u>. The "**Initial Term**" is ten years, commencing on the Commencement Date, as defined in the Work Letter.
  - b. <u>Renewal Terms</u>. County has two options to renew this lease for a term of two years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth in this lease. County must provide Lessor with written notice of its election to renew, or not renew, the lease not later than six months prior to the expiration of the Term.
    - i. Upon commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
    - ii. County's right to renew is personal to the County and may not be assigned to any entity that is not governed by the Contra Costa Board of Supervisors.
    - iii. County may not exercise its right to renew this lease if it is material breach of this lease after the expiration of applicable cure periods.
- 3. Rent. County shall pay rent to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below. As used in this lease, "Rent" means all amounts due from County to Lessor under this lease.
  - a. Initial Term.

<u>Months</u>	Monthly Rent
1-12	\$31,347.00
13-24	\$32,287.41
25-36	\$33,256.03
37-48	\$34,253.71
49-60	\$35,281.32
61-72	\$36,339.76
72-84	\$37,429.96
85-96	\$38,552.86
97-108	\$39,709.44
109-120	\$40,900.72

b. <u>Renewal Term</u>. Rent during a 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 in the manner described below.

- i. Lessor will provide County with Lessor's good faith estimate of the fair market rental value of the Premises for the next Renewal Term ("Lessor's Proposal") at least 12 months prior to the expiration of the Term.
- ii. Within three months after receiving Lessor's Proposal, the County will either accept, in writing, Lessor's good faith estimate of the fair market rental value of the Premises or submit to Lessor, in writing, the County's good faith estimate of the fair market rental value of the Premises.
- iii. If the parties fail to agree on the fair market rental value of the Premises within four months after County receiving Lessor's Proposal, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market rental value of the Premises. The parties shall each bear one-half of the cost of the appraiser.
- iv. The period between County's receipt of the Lessor's Proposal and the date the County either (x) exercises its option to renew for the Renewal Term at the agreed-upon fair market rental value, or (y) the option expires, is the "Exclusive Negotiating Period." During the Exclusive Negotiating Period Lessor will not engage in negotiations with any other potential tenant for the lease of the Premises.
- v. No real estate commission will be due for a Renewal Term.

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. <u>Additional Rent</u>. In addition to the Rent set forth above, in each year following the Base Year, County shall pay Lessor the amounts set forth below (collectively, "Additional Rent").
  - a. <u>Real Property Taxes</u>. 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 (the "Property"), 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

or the Property. 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.

b. <u>Insurance</u>. County's Proportionate Share of the Excess Amount of Insurance Expense, as defined below.

"Excess Amount of Insurance Expense" means the amount by which the cost of Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the cost of Insurance actually paid by Lessor for an equivalent period of time in the Base Year.

"Insurance" means the All-Risk Property Insurance maintained by Lessor covering the Property, and all 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 Property or that may be required by Lessor's mortgagee, including, but not limited to, earthquake, and flood insurance.

c. <u>Operating Expenses</u>. 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 in any calendar year (or portion thereof)-exceeds the Operating Expenses in the Base Year.

"Operating Expenses" means the actual cost of (i) janitorial and cleaning services and supplies provided to the Building and Property, (ii) the operation, repair and maintenance of the Building and Property, including all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, elevator, and electrical systems, ceiling, flooring and other surfaces, and facilities personnel costs; (iii) pest and rodent control, (iv) landscaping and maintenance services provided to the Property, (v) costs that are included in Operating Expenses in the Base Year and not excluded below, and (vi) an administrative management fee, for services rendered either by Lessor or by a third party manager, that is equal to no more than five percent of the rents earned by the Property.

Notwithstanding any provision of this lease to the contrary, Operating Expenses do not include any of the following expenses incurred by Lessor:

- 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 or on the Property.
- iii. Any capital expenditures.

- iv. Costs and expenses associated with leasing to other tenants, including tenant improvement and the cost of enforcing any other tenant's lease.
- v. Any cost incurred in complying with hazardous materials laws.
- vi. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes, or other taxes that are personal to the Lessor.
- d. <u>Utility Expenses</u>. County's Proportionate Share of the Excess Amount of Utility Expenses, as defined below.
  - "Excess Amount of Utility Expenses" means the amount by which Utility Expenses, as defined below, in any calendar year exceeds the Utility Expenses in the Base Year.
  - "Utility Expenses" means the actual cost of gas and electric service, water, sewer service, and refuse collection services provided to the Property.
- e. Gross-Up Adjustment. If the Building occupancy during any part of any calendar year (including the Base Year) is less than 100%, Lessor may make an appropriate adjustment of the variable components of Operating Expenses and Utility Expenses for the relevant calendar year, as reasonably determined by Lessor using sound accounting and management principles, to reflect the Operating Expenses and Utility Expenses that would have been incurred had the Building been 100% occupied. This grossed-up amount will be considered to have been the amount of Operating Expenses and Utility Expenses for the relevant calendar year. For purposes of this subsection, variable components include only those components that are affected by variations in occupancy levels.

# 5. Payment of Additional Rent.

- a. Annual Estimates for Additional Rent. At the beginning of each year, Lessor shall provide County with a reasonable estimate of the amount of Additional Rent due for the upcoming year (or portion thereof). That amount will be divided by the number of months in the year (or portion thereof) to determine the "Estimated Monthly Excess Expenses."
- b. Monthly Payments. County shall pay the Estimated Monthly Excess Expenses monthly in advance by the tenth day of each month. Estimated Monthly Excess Expenses for any fractional month will be prorated and computed on a daily basis with each day's Estimated Monthly Operating Expenses equal to one-thirtieth (1/30) of the then-current Estimated Monthly Common Area Operating Expenses.
- c. <u>Annual Reconciliation</u>. Within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the term, Lessor shall calculate the actual Excess Expenses due for the relevant period, and provide County with a statement that compares the actual expenses incurred by Lessor for the relevant period with the

total payments of Estimated Monthly Excess Expenses paid by the County during the period (a "Reconciliation Statement").

- i. If County's total payments of Estimated Monthly Excess Expenses for the period are less than the County's Proportionate Share of the Excess Expenses for the period, County shall pay to Lessor the amount of the deficiency within 30 days after receipt of the Reconciliation Statement.
- ii. If County's total payments of Estimated Monthly Excess Expenses for the period exceed the County's Proportionate Share of Excess Expenses for the period, Lessor shall refund the excess to County within 30 days after the County's receipt of the Reconciliation Statement. If Lessor fails to refund the excess to the County within 30 days of the County's receipt of the Reconciliation Statement, the County may deduct the amount owed to the County from subsequent payments of Rent until the County has been fully reimbursed.
- d. <u>Inspection of Books</u>. County has the right to inspect and audit Lessor's books and records relating to the amounts charged to County as Additional Rent and to set forth specific objections to amounts charged to County.
  - i. If the County's inspection and audit reveals the County was overcharged for Additional Rent, Lessor shall remit the amount overcharged to County, with interest at a rate of one-half percent per month from the date of overpayment until the date the overpayment, with interest, is paid to the County in full. Lessor shall pay the full amount due to the County within 30 days of demand therefor. If Lessor fails to refund the amount of overpayment to the County within 30 days after the County's demand therefor, the County may deduct the amount owed to the County from subsequent payments of Rent until the County has been fully reimbursed.
  - ii. Lessor shall retain all relevant records for at least two years.—County shall cause any such inspection to occur within 90 after receipt of the Reconciliation Statement.
- 6. <u>Use</u>. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
- 7. <u>Maintenance and Repairs</u>.
  - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Building 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. <u>Fire Extinguishers</u>; <u>Smoke Detectors</u>; <u>Strobe Alarms</u>. 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. <u>Interior of Premises</u>. 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, but if such alarm system is installed, Lessor may require the County to remove it at the end of the Term and repair any damage caused by the removal.
- d. <u>Utility Systems</u>. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
- e. <u>HVAC</u>. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems, except that the 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, with Lessor's prior written approval that will not be unreasonably withheld. If such supplemental HVAC system is installed, Lessor may require County to remove it at the end of the Term and repair any damage caused by the removal.
- f. <u>Elevators</u>. Lessor shall maintain and repair the elevators in the Building in good order, condition and repair.
- g. <u>Parking</u>; <u>Exterior Lighting</u>; <u>Landscaping</u>. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair. Lessor shall install two electric vehicle charging stations in the parking lot for tenants and visitors to the Building. Lessor shall maintain the electric vehicle charging stations in good order, condition and repair.
- h. 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, the County may request the work be performed by Lessor. If Lessor agrees to perform the work, Lessor shall perform the work at the County's expense; (including expenses due to changes in scope, termination of work, or change of contractor). 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.

- 8. <u>Quiet Enjoyment</u>. 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.
- 9. <u>Subordination, Non-Disturbance and Attornment</u>. 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 B.
- 10. <u>Assignment and Sublease</u>. The County may not, without the prior written consent of Lessor, which consent may not be unreasonably withheld or delayed, assign this lease or sublet the Premises.
- 11. <u>Signage</u>. Lessor shall provide, at its sole cost and expense, Building-standard County identification information at the door to the Premises and on the Building directory.
- 12. <u>Alterations; Fixtures and Signs.</u> 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.
- 13. <u>Prior Possession</u>. Commencing 30 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.

# 14. Insurance.

- a. <u>Liability Insurance</u>. 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. <u>Self-Insurance Exclusion</u>. 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.
- 15. <u>Surrender of Premises</u>. 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.

- 16. <u>Waste, Nuisance</u>. 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.
- 17. <u>Inspection</u>. 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. Lessor, or its proper representative or contractor, may enter the Premises without prior notice in case of emergency.
- 18. 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.

19. <u>Destruction</u>. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, and repairs can be finalized within 60 days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly, unless there are less than 90 days remaining under the Term and the cost of the repair would exceed Seventy-Five Thousand Dollars (\$75,000), in which case, either party may elect to terminate the lease. Such partial destruction will not void this lease, except that, if the lease is not terminated pursuant to terms herein, County will be entitled to a proportionate reduction in Rent while 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 finalized in 60 days, County will have the option to terminate the lease or waive its right in writing to terminate the lease and request that Lessor make the repairs within a reasonable time. If County requests that the repairs be made, Lessor will make the repairs unless there are (i) less than 90 days remaining under the Term or (ii) the cost of the repair would exceed Seventy-Five Thousand Dollars (\$75,000.00), in which case, either party may elect to terminate the lease. 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.

20. <u>Hazardous Material</u>. 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.

# 21. Indemnification.

- a. <u>County</u>. 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. <u>Lessor</u>. 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.

# 22. 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; <u>provided</u>, <u>however</u>, 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 failure 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 a reasonable period of time, up to an aggregate of 90 days, provided County commences the remedy within the 30 day period and thereafter diligently proceeds to complete it.

#### b. Lessor.

- i. Lessor's failure to complete the tenant improvements in accordance with the Work Letter.
- 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.

# 23. 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 and pursue any other remedy available at law.

- b. County. Upon the occurrence of a default by Lessor, and after any applicable cure period, County may terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County; provided, however, if the breach is caused by Lessor's failure to maintain or make repairs, the County may elect to terminate this lease or to correct the failure; provided, further, if the County elects to correct the failure, the County may either (i) deduct the cost from Rent, or (ii) invoice Lessor for the cost, which invoice Lessor shall pay promptly upon receipt
- 24. <u>Survival</u>. Lessor's obligation to pay amounts due to the County under to this lease, including, but not limited to, amounts due pursuant to Section 5 (Payment of Additional Rent), Section 18 (Perilous Condition), and Section 23 (Remedies), shall survive the expiration or termination of this lease.
- 25. <u>Notices</u>. 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: CT Corporation

330 N. Brand Blvd., Suite #700

Glendale, CA 91203

To County: Contra Costa County

Public Works Department 40 Muir Road, Second Floor

Martinez, CA 94553

Attn: Principal Real Property Agent

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. <u>Successors and Assigns</u>. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
- 27. <u>Holding Over</u>. 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, except that County will pay Rent equal to 110% of the Rent for the period immediately preceding the holdover until either the Lease is extended by amendment to a term of years, or terminated.
- 28. <u>Time is of the Essence</u>. In fulfilling all terms and conditions of this lease, time is of the essence.

- 29. <u>Governing Law</u>. The laws of the State of California govern all matters arising out of this lease.
- 30. <u>Severability</u>. 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 Cushman & Wakefield, and the County represents itself. Lessor shall pay a real estate commission to Cushman & Wakefield pursuant to a separate 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 Cushman & Wakefield.

Lessor shall pay to the County a real estate commission of 5% of the amount of the first five years of the Initial Term (\$99,855.29), and 2.5% of the amount of the second five years of the Initial Term (\$57,879.82), for a total commission amount of \$157,735.11 (the "County Commission"). Lessor shall pay one-half of the County Commission upon execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Cushman & Wakefield and the County, can properly claim right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. Lessor and County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including but not limited to, attorney's fees and costs, or the payment of a real estate commission to any party, other than Cushman & Wakefield and County, resulting from any claim for a fee or commission by an broker or finder, in connection with the Building and this lease.

Accessibility Inspection Disclosure. Lessor and County acknowledge and agree that the Premises have not been inspected by a Certified Access Specialist ("CASp") pursuant to Section 1938 of the Civil Code (the "Code"). The parties further agree, pursuant to subdivision (e) of Section 55.53 of the Code that a CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit County from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of County, if requested by the County. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the Premises.

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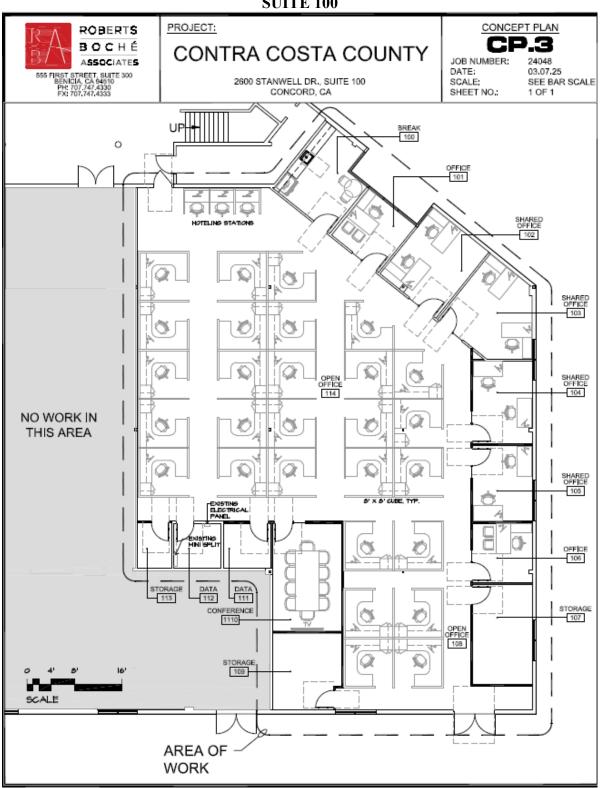
<u>Entire Agreement; Construction; Modification</u>. Neither party has relied on any promise or representation not contained in this lease or the Work Letter. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had 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 as of the date set forth in the introductory paragraph.

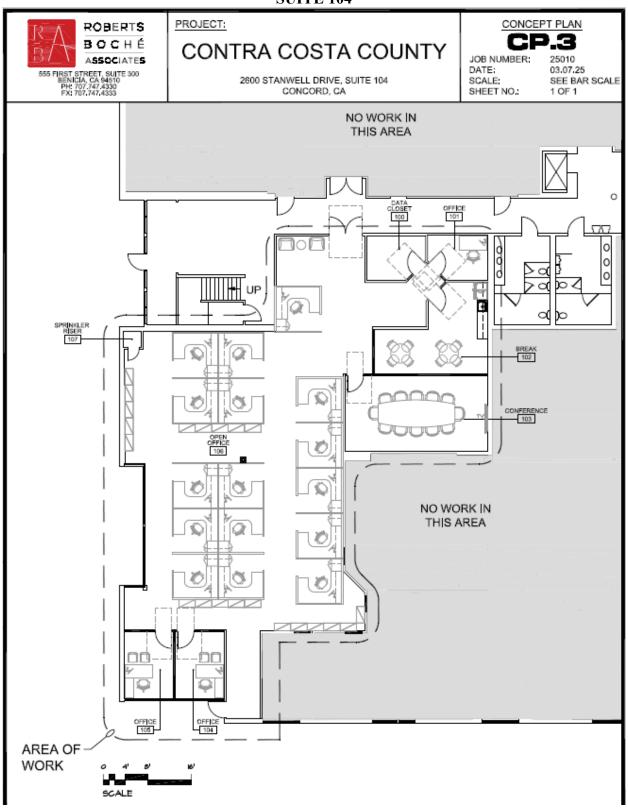
COUNTY OF CONTRA COSTA, a political subdivision of the State of California		2600 Stanwell, LLC, a California limited liability company			
Ву:	Warren Lai Director of Public Works	By:	Mollie Westphal President		
RECO	MMENDED FOR APPROVAL:				
By:	Jessica L. Dillingham Principal Real Property Agent				
By:	Stacey Sinclair Real Property Agent				
	OVED AS TO FORM MAS L. GEIGER, COUNTY COUNSEL				
By:	Kathleen M. Andrus Deputy County Counsel				

# Exhibit A

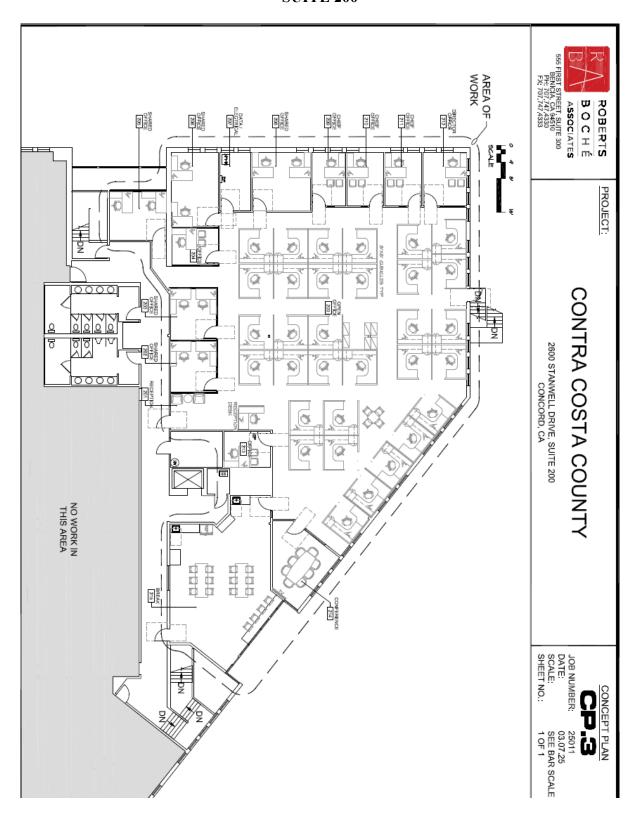
# **SUITE 100**



# **SUITE 104**



**SUITE 200** 



# Exhibit B

Recorded at the	e request of:
Contra Costa C	County
Return to: Contra Costa C Public Works I 255 Glacier Dr Martinez, CA	Department rive
	cel No.
A5505501 5 1 a10	
	Subordination, Non-Disturbance and Attornment Agreement
This ag political subdiv	greement is dated, 20, and is between the County of Contra Costa, a vision of the State of California (the " <b>Tenant</b> "),, a, its successors and assigns (the " <b>Lender</b> ), having its principal place of business a
	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").
В.	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.
	THEREFORE, in consideration of the covenants contained herein and other good onsideration, the receipt and sufficiency of which is hereby acknowledged, the s 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, <u>provided</u> 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.

<u>COUNTY</u>	<u>LENDER</u>
COUNTY OF CONTRA COSTA, a political subdivision of the State of California	Name of Lender., a
By Warren Lai Director of Public Works	ByName Title
	ByName Title

[Attach Notary Forms]

#### WORK LETTER

# HEALTH SERVICES DEPARTMENT HEALTH, HOUSING AND HOMELESS SERVICES 2600 STANWELL DRIVE, SUITES 100, 104 & 200 CONCORD, CALIFORNIA

September 9, 2025

This work letter ("Work Letter") is part of the lease being executed concurrently between 2600 Stanwell, LLC, as landlord ("Lessor"), and the County of Contra Costa, as tenant ("County"), under which the County is leasing approximately 17,415 square feet of space in the building (the "Building") located at 2600 Stanwell Drive, Suites 100, 104 and 200 in Concord, California, as more particularly described in the lease.

Lessor and County mutually agree as follows:

- 1. <u>Supplement to Lease</u>. The provisions of this Work Letter supplement the lease and are specifically subject to the provisions of the lease. If there is a conflict between the provisions of the lease and the provisions of this Work Letter, the provisions of the lease control. Whenever the approval of County is required hereunder, approval is required of the County's Director of Public Works or his or her designee (the "County Representative").
- 2. <u>Defined Terms</u>. All capitalized terms not defined in this Work Letter have the meanings ascribed to them in the lease. For purposes of this Work Letter, the following terms have the following meanings.
  - a. "Architect" means Robert Boche Associates.
  - b. "Budget" means the budget attached to this Work Letter as Schedule 2.
  - c. "Change Order" means a writing signed by both parties that describes a change, addition, or substitution to the work described in the Final Plans.
  - d. "Contractor" means WCI-GC.
  - e. "Excusable Delay" means a delay in the completion of the Tenant Improvements that is attributable to (i) changes requested by a permitting authority, (ii) a Change Order, (iii) County interference with Contractor performing the Tenant Improvements, or (iv) a force majeure event.
  - f. "Final Plans" means the final plans attached to this Work Letter as <u>Schedule 1</u>.

- g. "**Project Schedule**" means the schedule attached to this Work Letter as <u>Schedule 3</u>, which describes the work to be accomplished to complete the Tenant Improvements and the sequence of the work, and sets forth the dates by which certain components of the work are scheduled to be completed.
- h. "Tenant Improvements" means the work that is described in the Final Plans.
- 3. <u>Lessor's Representation and Warranties</u>. Lessor represents and warrants to County that Lessor is the owner of the Building, and the Building is presently zoned to permit its use for the purposes contemplated by this Work Letter and the lease and is free of any covenants, restrictions and other encumbrances that would prohibit construction of the Tenant Improvements. In addition, Lessor represents and warrants that the individuals signing this Work Letter on behalf of Lessor are authorized to do so.

Lessor covenants and agrees that, subject to the occurrence of an Excusable Delay, it will cause the Substantial Completion Date, as defined below, to occur no later than 120 days after Lessor's receipt of all permits required to complete the Tenant Improvements (the "Outside Completion Date".

Lessor covenants and agrees that it shall use due diligence to complete the Tenant Improvements, and shall give County's representative email notice of Lessor's achievement of significant milestones, including (i) the issuance of a permit to the General Contractor for construction of the Tenant Improvements, (ii) the execution of a construction contract with the General Contractor, (iii) the issuance of MEP permits; (iv) Contractor's mobilization date; (v) completion of demolition, (vi) commencement of framing, and (v) the Outside Completion Date upon the issuance of all permits.

- 4. Base Building Work. Lessor, at Lessor's cost and expense, has constructed the Building shell and core (collectively, the "Base Building Work"). The Base Building Work includes, but is not limited to, the following elements of the Building: (a) concrete floors (without floor coverings), (b) finished perimeter walls (including windows, window frames, and doors), (c) finished ceilings, including lights and light fixtures, (d) finished restrooms, (e) closets for telephone and electrical systems (but not the telephone systems themselves), (f) Building mechanical, electrical, and plumbing systems within the Building core only, (g) interior core walls, (h) fire alarms and fire suppression systems on each floor of the Building, (i) all items necessary for the Building to satisfy, as of the date of this lease, the provisions of the Americans with Disabilities Act, including, without limitation, washrooms, elevators, drinking fountains, and the parking area, (j) all coderequired items relating to the other elements of the Base Building Work, such as exit signs, speakers, fire doors, and any other life-safety support system for each floor, and (k) dry wall and tape of interior columns.
- 5. <u>Tenant Improvements</u>. Subject to the conditions set forth below, Lessor shall construct and install the Tenant Improvements to the Premises. Any work on the Premises not included in Schedule 1 or a Change Order is to be performed at County's expense by

- County, or, if requested by County, by Lessor ("**Tenant's Work**"). The Lessor may not charge an administrative fee in connection with Tenant's Work.
- 6. <u>Build Out Allowance</u>. Lessor shall provide the County with an allowance in an amount equal to \$40/Square Foot of leased Premises, for a total of Six Hundred Ninety-Six Thousand Six Hundred dollars (\$696,600.00) (the "Allowance"). The County may use the Allowance for fees and costs connected with the Tenant Improvements that are approved by the County Representative, including, but not limited to: architect and design fees, hard construction costs, demolition fees, contractor fees, engineering fees, and the cost of plans and permits obtained in connection with the Tenant Improvements. Any portion of the allowance not required to complete the Tenant Improvements in accordance with the final plans referred to below is the property of the Lessor. To the extent that the actual costs incurred in the construction exceed the Allowance, County shall be solely responsible for any such costs and expenses and shall reimburse Lessor within 60 days of demand for any such sums.

# 7. Modifications to the Plans.

- a. Any and all modifications of, or amendments to, the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes, are subject to the prior written approval of County. Material "or equal" items or substitute items provided for in the specifications forming part of the Final Plans are subject to the prior written approval of County, which approval may not be unreasonably withheld or delayed. County shall use reasonable efforts to respond to Lessor's request for modification within two business days. Samples of any substitute materials, together with any additional supplemental information that may be necessary for County's review, are to be submitted to County at the time the approval of modification is requested.
- b. The County may request changes, additions, and substitutions to the Final Plans. Any such changes, additions, and substitutions will be documented in a Change Order. If Lessor determines that the change, additions, or substitution will increase the time required to complete the Tenant Improvements, then the length of time available to attain the Substantial Completion Date will be extended by a reasonable period of time to accommodate the change, addition or substitution, as reasonably determined by Lessor. If as a result of one or more Change Orders, the actual cost of completing the Tenant Improvements is greater than the Allowance, the County shall pay the amount of the increase in costs that resulted from the Change Order(s) in accordance with Section 6 (Build Out Allowance).
- 8. <u>Inspections</u>. The County and its representatives may enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements, with at least 24 hours advance written notice. County and its representatives may not enter the Premises unless they are accompanied by a person designated by Lessor, if required by Lessor. During any site visit, the County and its representatives shall (i) comport themselves in accordance with the requirements of all

- relevant insurance policies, (ii) not unreasonably disrupt or delay the construction of the Tenant Improvements, and (iv) not give directions to (or otherwise interfere with) the Contractor or others performing the Tenant Improvements.
- 9. Compliance with Laws; Standards of Performance. Lessor, at its expense, shall (i) obtain all approvals, permits and other consents required to commence, perform and complete the Tenant Improvements, and, if applicable, shall deliver a certificate of occupancy to County, and (ii) cause the Tenant Improvements to be constructed in accordance with the following performance standards: the Tenant Improvements are to be constructed by well-trained, adequately supervised workers, in good and workmanlike manner, free from design, material and workmanship defects in accordance with the Final Plans and all Applicable Laws and Restrictions (the "Performance Standards"). "Applicable Laws and Restrictions" means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters requirements applicable to the Premises and the Tenant Improvements. Lessor warrants that all Tenant Improvements shall be constructed in accordance with the Performance Standards. Notwithstanding anything to the contrary in the lease or this Work Letter, County's acceptance of possession of the Premises does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.
- 10. <u>Completion Notice; Inspection; Substantial Completion Date.</u>
  - a. When Lessor deems construction of the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a "Completion Notice" in substantial conformity with Schedule 4. For purposes of this Work Letter, the phrase "Substantially Complete" means (i) construction of the Tenant Improvements has been substantially completed in accordance with the Performance Standards, (ii) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by County in the Premises.
  - b. Upon receipt of the Completion Notice, a representative of the County, a representative of Lessor, and the Architect will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once County and the Architect are satisfied that the Tenant Improvements appear to be Substantially Complete, both shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that both County and the Architect have countersigned the Completion Notice (the "Commencement Date" and the "Substantial Completion Date").
- 11. <u>Punchlist</u>. County has 30 days after the Substantial Completion Date to provide Lessor with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a "**Punchlist**"). County may augment

the Punchlist at any time on or before ten business days after its issuance of the initial Punchlist. County's failure to specify any item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 60 days after Lessor receives the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 60- day period (exempt as to items, if any, that require more than 60 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 in an amount not to exceed twenty-five percent (25%) of the Rent per month for a period not to exceed six months.

12. Tenant's Work. Tenant's Work may be performed by County through contractors selected by County and approved by Lessor, which approval may not be unreasonably withheld or delayed. The County shall cause any contractor performing Tenant's Work to provide the same insurance coverages as is required of Lessor's contractors and require that such contractors name Lessor as an additional insured on all such policies. Upon a timely request by County, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by County (which approval shall not unreasonably be withheld or delayed). If Lessor performs the Tenant's Work, County shall reimburse Lessor for the full cost of the work upon receipt by County of receipted invoices for work performed or materials supplied. If County performs all or any portion of the Tenant's Work, Lessor shall allow County prompt and reasonable access to the Premises, subject to the same requirements set forth in Section 8 (Inspections) above, provided, in Lessor's reasonable opinion, the Tenant's Work can be performed by County without undue interference with the completion of the Tenant Improvements.

Lessor shall furnish water, electricity, adequate elevator service and HVAC to the Premises during the performance of any of Tenant's Work during normal working hours of the Tenant Improvement project, without charge to County.

# 13. <u>County's Rights if Substantial Completion Delayed.</u>

- a. If the Substantial Completion Date (as adjusted for Excusable Delays) does not occur by the Outside Completion Date, then for each day that the Substantial Completion Date is later than the Outside Completion Date, County is entitled to free rent for the number of days that the Substantial Completion Date is later than the Outside Completion Date.
- b. If the Substantial Completion Date (as adjusted for Excusable Delays) does not occur on or before the Outside Completion Date, the County may serve Lessor written notice of its intent to terminate this lease pursuant to this section, and if the Substantial Completion Date does not occur on or before the day that is 60 days after the date of the notice, the County's termination notice will be effective as of the date that is 60 days after the date of the notice.

c.

# 14. Construction Period Insurance.

- a. Throughout the performance of the Tenant Improvements and, if the Tenant's Work is performed by Lessor, throughout performance of the Tenant's Work, Lessor shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building, and County shall be named as a party assured, together with the Lessor, contractor or subcontractor, as the case may be:
  - i. Lessor, Contractors, and Subcontractors: Workers' compensation insurance in statutory limits;
  - ii. Lessor: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence;
  - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;
  - iv. Contractors and Subcontractors: Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage;
  - v. Contractors and Subcontractors: Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
  - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- b. All insurance required by this Section 14 may be carried in whole or in part under a blanket policy (or policies). Lessor agrees to require each contractor and subcontractor to furnish Lessor with evidence reasonably satisfactory to Lessor of the maintenance of the required insurance coverage, with assurances that it will not be cancelled without fifteen days advance written notice to Lessor, and, in the case of blanket insurance, setting forth that the Building and the work on the Building are covered by the blanket policy and specifying the amount of coverage relating thereto. Upon the request of the County Representative, Lessor shall provide to the County Representative evidence of the required insurance coverage that is reasonably satisfactory to the County Representative.
- 15. <u>Risk of Loss</u>. If a material portion of the Tenant Improvements or a portion of the Building necessary for Tenant's use and enjoyment is damaged or destroyed prior to the Substantial Completion Date, and upon Architect's delivery to the parties its reasonable

opinion that the Building cannot be restored and the Tenant Improvements Substantially Completed prior to 120 days after the Scheduled Completion Date, then either Landlord or Tenant may terminate this Lease by delivering written notice to the other within seven (7) business days of receipt of Architect's determination. If the lease is terminated pursuant to this section, the proceeds of any Builders' Risk insurance paid to Lessor on account of damage to the Tenant Improvements shall be apportioned between Lessor and County based on their respective share of responsibility for the Budget (as amended); provided that if County has not yet contributed the entire amount of Budget in excess of the Tenant Improvement Allowance, such amount due to County shall be appropriately reduced, and funds apportioned based on the amount actually paid for the Tenant Improvements to the date of loss.

If the Premises or the Tenant Improvements are damaged or destroyed prior to the Substantial Completion Date and the lease is not terminated pursuant to this section, Lessor shall promptly and diligently cause its contractor to restore the Premises and complete construction of the Tenant Improvements.

- 16. <u>Pre-Move-In Cleaning</u>. Lessor shall clean and ventilate the Premises immediately prior to County moving into the Premises.
- 17. Move-In. Lessor shall make available to County on any weekday between the hours of 8:00 a.m. and 6:00 p.m. and, in addition, at County's request, (i) either on any three weekends between the hours of 6:00 p.m. on Friday and 8:00 a.m. on Monday, or, (ii) in lieu of any weekend, any four nights between the hours of 7:00 p.m. and 8:00 a.m., and shall make available the electricity and HVAC that County may reasonably require in connection with County's moving into the Premises. County shall provide reasonable security at the Building in the event County moves into the Leased Premises at any time other than normal business hours, and Lessor shall provide a qualified property management employee during County's move-in during normal business hours and make a qualified property management available in person or by phone if such move in is after normal business hours.

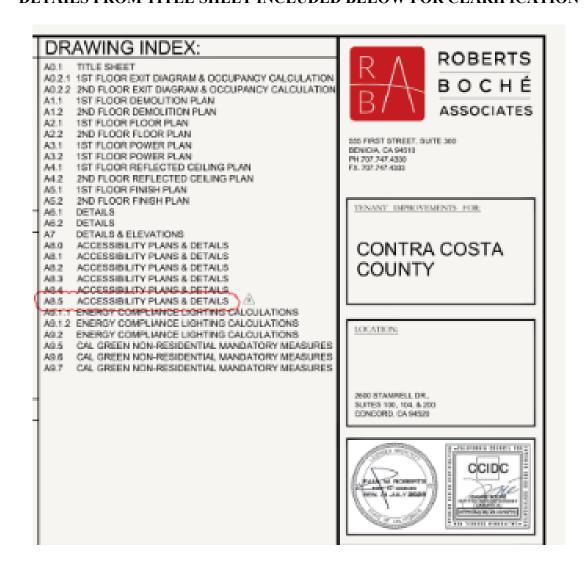
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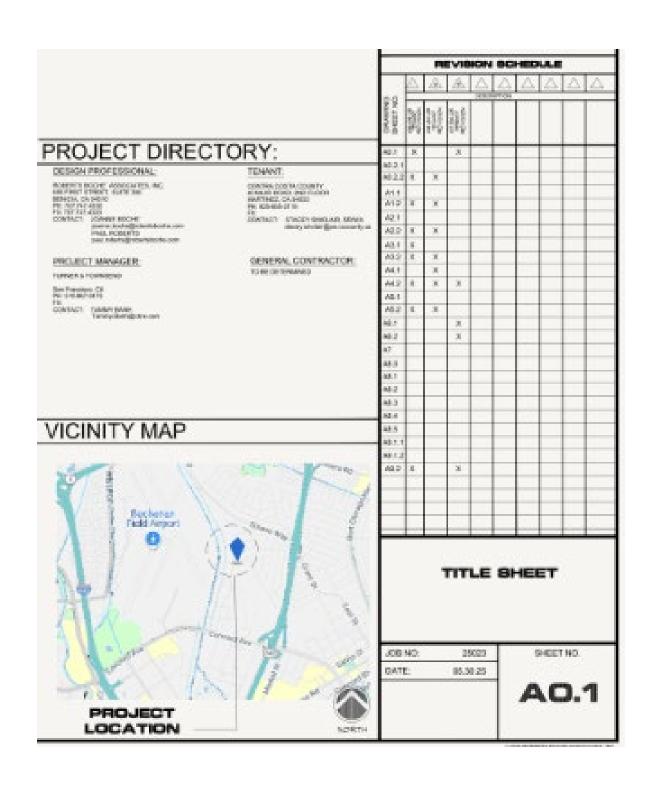
18.	<u>Time of the Essence</u> . Time is of the essence in fulfilling all terms and conditions of this Work Letter.			
	The parties are executing this Work Letter	simulta	neously with the execution of the lease.	
	NTY OF CONTRA COSTA, a cal subdivision of the State of ornia	2600	Stanwell, LLC	
By:	Warren Lai Director of Public Works	Ву:	Mollie Westphal President	
RECO	OMMENDED FOR APPROVAL:			
By:	Jessica L. Dillingham Principal Real Property Agent			
By:	Stacey Sinclair Senior Real Property Agent			
	ROVED AS TO FORM MAS L. GEIGER, COUNTY COUNSEL			
By:				

Kathleen M. Andrus Deputy County Counsel

# **SCHEDULE 1**

# FINAL PLANS INCLUDING THE DOCUMENTS LISTED BELOW, AS UPDATED THROUGH REVISION 3, STAMPED JULY 31, 2025 DETAILS FROM TITLE SHEET INCLUDED BELOW FOR CLARIFICATION





# SCHEDULE 2 BUDGET



Project Management Services

PRO	JECT PRELIMINA	RY B	UDGET SF	HEET	
#:	k Tahara/Tammy Banh	Useable: Rentable: Plan Date: nnh Pages:		7/30/25 Rev 3	
			TI	COMMENTS	
SUBTOTAL HARD COSTS FOR TI SUITE SUBTOTAL SOFT COSTS: SUBTOTAL PERMIT FEE: SUBTOTAL MEP PERMIT ALLOWANCES PM FEE CONTINGENCY @ 5% TOTAL BASE PROJECT COST:		\$ \$ \$ \$	66,956.25 74,697.96 20,000.00 32,773.82	WCI Base Bid Architect Fee City of Concord Permit Fee Budgetary Allowances for MEP Permit PJM Fee Contingency @ 5 %	
TENANT ALTERNATE PM FEE WITH ALTERNATE TOTAL ALTERNATE COSTS		\$ \$	26,599.00 1,329.95 27,928.95	Alternate #1 - HVAC	
TOTAL PROJECT COSTS w/ TENANT A	LTERNATE	\$1,	485,453.93		
Tenant's Signature Date:					
Landlord's Signature Date:	_				



Patrick Tahara Turner & Townsend 2175 N. California Blvd., Suite 300 Walnut Creek, CA 94596

# 2600 STANWELL CCC TI 2600 Stanwell Dr., Suites 100, 104, & 200

Concord, CA 94520

#### Revised Contract Proposal — Aug 22, 2025

TRADES	Cost
General Conditions / Supervision	\$27,445
Demo/Debris Removal	\$44.713
Bathroom Accessories	\$0
Drywall	\$112,776
Acoustical Ceiling	\$74,815
Concrete/Sawcutting	\$0
Carpentry	\$4.247
Doors/Frames	\$54,307
Insulation	\$0
Millwork	\$30,462
Glazing	\$4,675
Sprinklers	\$53,272
Flooring	\$115,364
Painting	\$23,488
Ceramic Tile Allowance	\$0
Plumbing	\$19,250
HVAC	\$219,563
Electrical	\$245,000
Window Covering ALLOWANCE	\$2,500
Cleaning/Protection	\$27,223
ADA Site Work	\$0
Life Safety ALLOWANCE	\$50,000
Appliances	\$0
General Requirements	\$0
Rental Equipment	\$0
Auto Door Actuators	\$0
Structural Steel	\$0
Wallcovering	\$0
Permits	\$0
Contractor's Fee (OH&P)	\$67,903
Contingency (0%)	\$0
Insurance(s) (1.5%)	\$16,688
	Total Cost

\$1,193,691

TOTAL \*\*\* Line Items with \$0 indicate no scope is called for by the drawings and not included in pricing. \*\*\*

ALTERNATES Additional Cost 1. HVAC \$26,559

Alternate add to provide and install (1) new 3-ton ductless high-wall split system including new line-set and reconnection of existing condensate drain.

**Total Cost** 

TOTAL COST OF ALTERNATES \$26,559

101 Ygnacio Valley Rd., Suite 105 Walnut Creek, CA 94596 phone 925 256 5900 fax 925 256 5905 License 603759

1 of 2

Thank you for the opportunity to provide you with this Revised Contract Proposal. Feel free to contact our office should you have any questions.

Sincerely,

Jacob Shepner

Jacob Skepner Project Manager



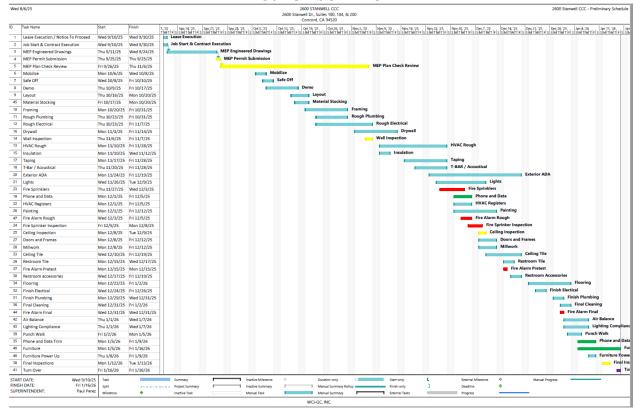
101 Ygnacio Valley Rd, Suite 105 Walnut Creek, CA 94596 925-258-5900 office 925-258-5905 fax www.wci-gc.com

> 101 Ygnacio Valley Rd., Suite 105 Walnut Creek, CA 54596 phone 925 256 5900 fax 925 256 5905 License 603759

2 of 2

# **SCHEDULE 3**

# PROJECT SCHEDULE



# **SCHEDULE 4**

# FORM OF COMPLETION NOTICE

To:	Contra Costa County				
From:	2600 Stanwell, LLC	2600 Stanwell, LLC			
Date:					
Re:	Completion Notice				
	is provided in compliance with Sec yell, LLC, and Contra Costa County	tion 10 of that certain Work Letter dated (the "Work Letter").	between		
All terms no	ot otherwise defined herein have the	e meaning ascribed to them in the Work Letter.			
Tender by I	Lessor				
Lessor here with the Fir		construction of the Tenant Improvements in subst	antial conformity		
Landlord he	ereby tenders the Premises for deliv	ery to Tenant.			
		2600 Stanwell, LLC			
		By: Its:			
Certification	n by Architect				
		ive of [Architect], hereby represents that (s)he habe in substantial conformity with the Final Plans.  [Architect]	s inspected the		
<b>D</b> .		By: Its:			
Date:		Its:			
Certification	n by Contra Costa County				
	Tenant Improvements to be inspecte	ive of Contra Costa County, hereby represents the ed and has determined them to be in substantial co			
		Contra Costa County			
Date:		By:			
Date.		IIS.			



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3602 Agenda Date: 9/9/2025 Agenda #:

C.180.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contracts for On-Call Overhead Door 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 two individual contracts with the following contractors: Contra Costa Door Co. and Nor-Cal Overhead, Inc., in an amount not to exceed \$2,000,000 each, to provide on-call overhead door maintenance and repair services at various County sites and facilities, for the period of September 1, 2025 through August 31, 2028, 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. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. These contractors will be responsible for overhead door maintenance and repair services at County facilities. Services completed will include maintenance, repair, and replacement of County commercial overhead doors, roll-up doors, fire doors, power gates, power doors, parking lot gates, rolling gates, and parking arms.

The Public Works Department recently conducted a formal solicitation for on-call overhead door maintenance and repair services. The Request for Proposal was originally bid on Bidnet Direct #RFP\_F-Contr-0000000006. After thorough evaluation of the bids received, Contra Costa Door Co. and Nor-Cal Overhead, Inc., were two of three contractors awarded for these services. Each contract will have a term of three (3) years with the option of two (2) one-year extensions or one (1) two-year extension, not to exceed five (5) years total. The contract payment limit will be \$2,000,000 for each contract.

Facilities Services is requesting two individual contracts with Contra Costa Door Co. and Nor-Cal Overhead, Inc., for the term September 1, 2025 through August 31, 2028, in the amount of \$2,000,000 each.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If these contracts are not approved, on-call overhead door maintenance and repair services with Contra Costa Door Co. and Nor-Cal Overhead, Inc., will not be able to begin, and future overhead door projects may not be completed timely.

**Agenda Date:** 9/9/2025 File #: 25-3602 Agenda #: C.180.



## CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3603 Agenda Date: 9/9/2025 Agenda #:

C.181.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with J T Lewis, Inc. d/b/a National Garage Door Co. for On-Call Overhead Door

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 J T Lewis, Inc. d/b/a National Garage Door Co. in an amount not to exceed \$800,000, to provide on-call overhead door maintenance and repair services at various County sites and facilities, for the period of September 1, 2025 through August 31, 2028, 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. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. This contractor will be responsible for overhead door maintenance and repair services at County facilities. Services completed will include maintenance, repair, and replacement of County commercial overhead doors, roll-up doors, fire doors, power gates, power doors, parking lot gates, rolling gates, and parking arms.

The Public Works Department recently conducted a formal solicitation for on-call overhead door maintenance and repair services. The Request for Proposal was originally bid on Bidnet Direct #RFP\_F-Contr-0000000006. After thorough evaluation of the bids received, J T Lewis, Inc. d/b/a National Garage Door Co. was one of three contractors awarded for these services. This contract will have a term of three (3) years with the option of two (2) one-year extensions or one (1) two-year extension, not to exceed five (5) years total. The contract payment limit will be \$800,000.

Facilities Services is requesting approval of a contract with J T Lewis, Inc. d/b/a National Garage Door Co. for the term September 1, 2025 through August 31, 2028, in the amount of \$800,000.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, on-call overhead door maintenance and repair services with J T Lewis, Inc. d/b/a National Garage Door Co. will not be able to begin, and future overhead door projects may not be completed in a timely manner.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3604 Agenda Date: 9/9/2025 Agenda #:

C.182.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contracts for On-Call Electrical Inside Wiring Services, Countywide.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute two individual contracts with the following contractors: Ample Electric, Inc., and West Coast Electric Service Company, Inc., in an amount not to exceed \$10,000,000 each, to provide on-call electrical inside wiring services at various County sites and facilities, for the period of September 1, 2025 through August 31, 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. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. These contractors will be responsible for general electrical services, installing and maintaining electric vehicle charging infrastructure, ARC flash studies, emergency electrical services, and energy-saving projects.

The Public Works Department recently conducted a formal solicitation for on-call electrical inside wiring services. The Request for Proposal was originally bid on Bidnet Direct #RFP\_F-Contr-0000000015. After thorough evaluation of the bids received, Ample Electric, Inc., and West Coast Electric Service Company, Inc., were the two contractors awarded for these services. Each contract will have a term of five (5) years. The contract payment limit will be \$10,000,000 for each contract.

Facilities Services is requesting two individual contracts with Ample Electric, Inc. and West Coast Electric Service Company, Inc., for the term September 1, 2025 through August 31, 2030, in the amount of \$10,000,000 each.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If these contracts are not approved, on-call electrical inside wiring services with Ample Electric, Inc. and West Coast Electric Service Company, Inc., will not be available, and future electrical inside wiring projects may not be completed timely.

**Agenda Date:** 9/9/2025 File #: 25-3604 Agenda #: C.182.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3605 Agenda Date: 9/9/2025 Agenda #:

C.183.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Advertisement and CEQA actions for the Brookside Mental Health Rehabilitation Center located at 847B Brookside Drive, Richmond, CA

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

- (1) APPROVE the design and bid documents, including the plans and specifications, for the Brookside Mental Health Rehabilitation Center located at 847B Brookside Drive, Richmond, CA.
- (2) AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about November 12, 2025, and issue bid addenda, as needed, for clarification of the bid documents, provided the changes do not significantly increase the construction cost estimate.
- (3) DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
- (4) DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening.
- (5) DETERMINE the project is not subject to the California Environmental Quality Act (CEQA), pursuant to the California Welfare and Institutions Code Sec. § 5960.3, because it meets the nine required categories under the statute.
- (6) DIRECT the Director of the Department of Conservation and Development (DCD), or designee, to file a Notice of Exemption with the County Clerk, and the State Clearinghouse.
- (7) AUTHORIZE the Public Works Director, or designee, to arrange payment of a \$50 fee to the County Clerk for filing the Notice of Exemption.

#### **FISCAL IMPACT:**

Estimated construction cost \$26,550,000. \$18,602,356 (70%) will be funded through the Behavioral Health Continuum Infrastructure Program (BHCIP) state grant and the remainder (30%) will be funded through Mental Health Realignment Fund.

File #: 25-3605 **Agenda Date: 9/9/2025** Agenda #: C.183.

#### **BACKGROUND:**

On July 12, 2022, the Board of Supervisors authorized Contra Costa Health - Behavioral Health (CCH-BH) to apply for grant funding through the Behavioral Health Infrastructure Program (BHCIP) to expand communitybased treatment facilities.

On November 15, 2023, CCH-BH received a Conditional Notice of Award (NoA) of grant funds to renovate and convert a County-owned facility located at 847B Brookside Drive in Richmond into Contra Costa County's first in-County Mental Health Rehabilitation Center (MHRC). The facility will serve up to 45 clients in need of treatment in a secured setting as they recover from acute psychiatric episodes.

On June 25, 2024, the Board of Supervisors authorized the Health Services Director, or designee, to execute a project funding agreement with Advocates for Human Potential, in an amount not to exceed \$18,602,365 through June 30, 2027, for the renovation of County-owned property located at 847B Brookside in Richmond and authorized the Public Works Director, or designee, to execute all property related transactions as required by the grant including, but not limited to, filing a Declaration of Restrictions for the portion of the County property to be improved by the granted funds.

CCH-BH proposes the retrofit and adaptive reuse of an existing one-story, wood-frame institutional building at the location identified above, for conversion into a 45-bed MHRC. The project consists of a full interior remodel and seismic upgrade of the approximately 20,000 square foot facility, which will provide 24/7 care and rehabilitation services for adult Medi-Cal beneficiaries with serious mental illness. The remodeled building will include care suites, sleeping rooms, restrooms, medical and wellness spaces, administrative offices, and recreational, dining, and amenity areas, all designed to meet applicable building and energy codes as well as anti-ligature requirements.

The scope includes new mechanical, electrical, and plumbing systems; installation of fire sprinkler and alarm systems; access control and security systems; and replacement of all doors, windows, roofing, and interior/exterior finishes. Site work will include grading, utility trenching, and construction of bioretention planters. Additional improvements include a new emergency generator, accessible sidewalks, resurfaced and restriped parking areas, installation of electric vehicle charging stations, new irrigation and lighting systems, and low-maintenance landscaping. Secure perimeter fencing and outdoor recreation areas will also be provided.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without Board of Supervisors approval, the project will not be constructed, the County will not be able to provide planned expanded services to approximately 95 residents per year struggling with severe mental health issues and will lose the BHCIP grant funding.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3606 Agenda Date: 9/9/2025 Agenda #:

C.184.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum for Kahua, 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 Kahua, Inc., in an amount not to exceed \$1,350,000, for the purchase of capital project management software and services for use by the Public Works Department, during the period of September 9, 2025 through May 22, 2029 under the terms of the Master Contract awarded by CA Department of General Services, and the State of California.

#### **FISCAL IMPACT:**

Product and service costs will be funded by the General Fund. Future costs will be funded through the Public Works Department's charge out rates for capital project delivery services.

#### **BACKGROUND:**

Contra Costa Purchasing Services is requesting approval of a Participating Addendum for the purchase of capital project management software and services offered through Kahua, Inc. Products are guaranteed through the master contract awarded by CA Department of General Services, and the State of California Contract No. 3-22-01-1027. Approval of the addendum between Contra Costa County and Kahua, Inc., allows the County to obtain guaranteed pricing available through the CA Department of General Services, and the State of California contract No. 3-22-01-1027. The purchase will support the Public Works Department with the purchase of capital project management goods and services to improve capital project service delivery. The purchase provides significant discounts from list pricing.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval of this agreement, the Public Works Department would be paying full price on capital project management software and services purchased today.

for

**Information Technology Goods and Services** (State of Calif. CMAS Contract No. 3-22-01-1027)

# Participating Entity: CONTRA COSTA COUNTY

Contractor: Kahua, Inc.

This Participating Addendum ("<u>Agreement</u>") is made and entered into as of September 9, 2025 ("<u>Effective Date</u>"), by and between Contra Costa County, a political subdivision of the State of California ("<u>County</u>"), and Kahua, Inc., a Georgia corporation, ("<u>Contractor</u>") whose principal place of business is 10000 Avalon Blvd., Suite 600, Alpharetta, GA 30009 ("<u>Contractor</u>"). The County and Contractor are sometimes referred to herein together as the "<u>Parties</u>," and each as a "<u>Party</u>."

#### Recitals

Whereas, the Contractor sells ergonomic office furnishings, workstations, equipment, and accessories under CMAS Contract No. 3-22-01-1027 between the State of California and the Contractor ("Master Contract"). The Master Contract includes the terms and conditions included in "Federal Supply Service Authorized Information Technology Schedule Pricelist, to the extent applicable to the County's purchases, a copy of which is included with and made a part of the Master Contract attached as Exhibit A.

Whereas, the Master Contract is made available to public agencies in the State of California. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County.

Whereas, in the event the Contractor relies on any dealers, distributors, resellers, or other third parties (collectively, "<u>Affiliated Entities</u>," and each an "<u>Affiliated Entity</u>") 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. <u>Term.</u> The term of this Agreement begins on the Effective Date, and it expires on May 22, 2029, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term of this Agreement, 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 \$1,350,000 ("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

for

# **Information Technology Goods and Services** (State of Calif. CMAS Contract No. 3-22-01-1027)

County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

- 3. <u>Incorporation of the Master Contract</u>. The Master Contract, a copy of which is attached as <u>Exhibit A</u>, is hereby incorporated in and made a part of this Agreement. The Contractor shall sell all products, perform all services, extend all warranties, guarantee all pricing, provide the County insurance and indemnity and defense, and satisfy all other obligations under this Agreement on the same or more favorable terms as those set forth in the Master Contract.
- 4. Registration with California Secretary of State. Throughout the term of this Agreement, the Contractor shall remain register to do business in the State of California and in good standing with the California Secretary of State. Contractor shall maintain an agent for service of process in California who shall accept service of process on behalf of Contractor. Contractor shall ensure that all Affiliated Entities that fulfill orders under this Agreement are registered to do business in the State of California and in good standing with the California Secretary of State.
- 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. Public Records. Notwithstanding anything to the Contrary in the Master Contract, including but not limited to Section 21 (Confidentiality) of the "Terms and Conditions Applicable to Software Licenses (Special Item 511210) of General Purpose Commercial Information Technology Software," and Section 3 (Confidentiality) of the DocuSign, Inc. "Terms and Conditions for Reseller Customers," this Section 6 shall govern the release of records after the County receives a California Public Records Act request, subpoena, discovery request (e.g., request for documents), or court.
  - a. Applicable Law. 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)," state and federal laws governing responses to third-party subpoena and discovery requests, and orders of state and federal courts (each a "Records Request"). The County cannot contract away its obligation to comply with local, state, and federal laws when responding to a Records Request.
  - b. <u>Identifying Confidential Records</u>. If the Contractor believes that any record it provides the County is confidential, the Contractor shall label the record as "confidential" on each page of the writing, using red, bold typeface.
  - c. <u>Parties' Obligations in Response to a Records Request</u>. If the County receives a Records Request demanding copies of any records that the County receives from the Contractor or

for

**Information Technology Goods and Services** (State of Calif. CMAS Contract No. 3-22-01-1027)

any Affiliated Entity, the County will promptly provide written notice to the Contractor that includes a copy of the Records Request and that indicates whether the County intends to produce records to the requester in response to the Records Request (the "Records Response Notice"). If the Contractor desires to prevent the County from disclosing any records in response to the Records Request, then, within 10 days after receiving the County's Records Response Notice, the Contractor shall seek an order from the Contra Costa County Superior Court preventing the County from disclosing the records, and, if the order is issued, the Contractor shall immediately serve a copy of the order on the County. If, within 14 days after the County gives Contractor the Records Response Notice, the County has not received a copy of a court order preventing disclosure of records, the County may produce any records that are responsive to the Records Request, and such production shall not constitute a breach of this Agreement. Additionally, if the court orders a partial withholding, the County may produce any records that are responsive to the Records Request and that are not expressly ordered withheld by the court order, and such partial production shall not constitute a breach of this Agreement.

- d. <u>Agreement a Public Record</u>. Notwithstanding anything to the contrary herein or in the Master Contract, this Agreement is a disclosable public record that will be produced upon request following a Records Request seeking a copy of this Agreement. At County's discretion, this Agreement may be attached to a public agenda item before the Contra Costa County Board of Supervisors seeking approval to enter into this Agreement.
- e. <u>Attorney's Fees</u>. In any action seeking to prevent the disclosure of any records that are responsive to a Records Request, the Contractor shall bear its own costs and attorney's fees.
- f. <u>Survival</u>. The requirements of this Section 6 shall survive the termination or expiration of this Agreement.
- 7. <u>Termination.</u> 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.
- 8. Governing Law. 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.
- 9. 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

for

# **Information Technology Goods and Services** (State of Calif. CMAS Contract No. 3-22-01-1027)

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.

- 10. <u>Affiliated Entities</u>. 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 the 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.
- 11. <u>Amendment</u>. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
- 12. 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.
- 13. Notices. Notices to the Parties shall be provided to:

for

**Information Technology Goods and Services** (State of Calif. CMAS Contract No. 3-22-01-1027)

#### **Contractor:**

Kahua, Inc.

10000 Avalon Blvd., Suite 600

Alpharetta, GA 30009 Attn: Sally Gunter

Email: vendorcontact@kahua.com

County:

Contra Costa County-Purchasing Services

40 Muir Road, 2<sup>nd</sup> 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.

14. <u>Successors and Assigns; Assignment</u>. 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.

for

# Information Technology Goods and Services (State of Calif. CMAS Contract No. 3-22-01-1027)

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity:	Contractor:		
Contra Costa County	Kahua, Inc.		
Signature:	Signature:		
Name:	Name:		
Cynthia Shehorn			
Title:	Title:		
Procurement Services Manager			
	Signature:		
	Name:		
	Title:		
Approved as to form:			
Thomas L. Geiger, County Counsel			
By:			
Assistant County Counsel			
Attachment:			
Exhibit A Master Contract together wi	ith the additional terms and conditions		

Page 6 of 6



## State of California

# MULTIPLE AWARD SCHEDULE

# **NON-MANDATORY**

# Kahua, Inc.

CMAS NUMBER:	3-22-02-1027	
SUPPLEMENT NUMBER:	1	
CMAS TERM DATES:	02/22/2022 through 05/22/2029	
EFFECTIVE DATE:	05/21/2024	
CMAS CATEGORY:	Information Technology Goods and Services	
APPLICABLE CMAS	March 1, 2023	
TERMS & CONDITIONS:		
	State Agencies: See Purchasing Authority	
MAXIMUM ORDER LIMIT:	Dollar Threshold provision	
	Local Government Agencies: Unlimited	
FOR USE BY:	State & Local Government Agencies	
BASE SCHEDULE #:	47QTCA19D00CF	
BASE SCHEDULE HOLDER:	Kahua, Inc.	
DDOCDAM ANALYST	John Dickinson	
PROGRAM ANALYST	John.Dickinson@dgs.ca.gov	

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of software and Information Technology (IT) consulting services. (See page 3 for the job titles and restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 05/22/2029. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: <a href="State Contracts Index Listing">State Contracts Index Listing</a>. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

#### **CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

IT Consult-Change Mgmt

IT Consult-Project Mgmt

IT Consult-Software Develop

IT Consult-Training Develop

Software

Software-Application

Software-Asset Management

Software-Document Mgmt

Software-Electronic Signature

Software-Financial

Software-Operating System

Software-Software as a Service

#### **AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the software and Information Technology (IT) consulting services.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

All of the IT consulting job titles in the base schedule are available within the scope of this CMAS.

The ordering agency must verify the following current information about the job titles available in the base schedule at the <u>General Services Administration (GSA) eLibrary</u>:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

#### FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

#### **EXCLUDED PRODUCTS AND/OR SERVICES**

Temporary staffing services, staff recruiting services, and order-level materials are <u>not</u> available under this CMAS.

#### **ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

Kahua, Inc. 10000 Avalon Blvd, Suite 600 Alpharetta, GA 30009 Attn: Sally Gunter

E-mail: vendorcontact@kahua.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Tyler Samuel Phone: (770) 641-9994

E-mail: tsamuel@kahua.com Website: www.kahua.com

#### **TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of <u>Top 500 Delinquent Taxpayers</u> is available at their website. The California Department of Tax and Fee Administration's list of <u>Top 500 Sales & Use</u> Tax Delinquencies in California is available at their website.

#### CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 238217408. Prior to placing an order with this company, agencies must verify that this permit is still valid at the <u>California Department of Tax and Fee Administration</u> website.

#### MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

#### **CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

#### **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 agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

#### CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

#### <u>WARRANTY</u>

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

#### **DELIVERY**

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

#### LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

#### **SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

#### PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the <u>List of State Departments with Approved Purchasing</u> Authority website.

#### **HOW TO USE CMAS**

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A
  defined service, or set of services, performed by Contractor in response to a defined task, or
  set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When
  using FP/D the Statement of Work must describe in detail the particular project and the work
  that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."

- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able
  to supply the goods and/or provide the services. Neither a lack of sufficient CMAS
  contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM
  Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can
  establish and document that the price is fair and reasonable. The fair and reasonable
  method can only be used for non-customizable purchases. See SCM Volume 2, Section
  1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the <u>Local</u> Agency packet available online.

### AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

#### **CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

#### **SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

#### **ORDERING PROCEDURES**

#### 1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

#### a. State Departments:

<u>Standard 65 Purchase Documents</u> – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the <u>Standard 65</u> is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

<u>FISCAL Purchase Documents</u> – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

### b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

## 2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

### 3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

### 4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

#### **CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

#### SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

<u>CMAS Small Business and Disabled Veteran Partners</u> can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

### **SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

#### SMALL BUSINESS/DVBE - SUBCONTRACTING

- 1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
- 2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
- 3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

#### **CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

### **WITHHOLD LANGUAGE (SB588)**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

- The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
- 2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

#### **PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer/publisher at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

#### **ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

#### PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month
• • •		•

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM 4819.2.

Cost	Installation	Final Bid Submission
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

#### **INTEGRATED SERVICES**

Agencies are prohibited from using CMAS for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

#### **CONSULTING OR PERSONAL SERVICES**

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base schedule.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated start date, the scheduled completion date, and a fixed cost for each task. A Work Order Authorization may be submitted by the CMAS Contractor to document completion of tasks identified in the SOW; authorizing the CMAS Contract to proceed to the next documented tasks.

The combined fixed cost for all tasks establishes the fixed maximum price for all tasks as described.

#### 1. Progress Payments

For an IT service CMAS see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

### 2. Outsourcing Services

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

GC 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in GC 19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (GC 19130.b (3)).

**Option 2.** CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to 9 months (1,548 hours) per consultant within a twelve consecutive month period (GC 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (GC 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in (GC 19130(b)).

#### 3. State Personnel Board Requirements

State Personnel Board approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

#### 4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each purchase order.

#### 5. Follow-on Contracts Are Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (PCC 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

#### **CONTRACTOR EVALUATIONS**

Pursuant to <u>PCC 12102.3</u>, a post evaluation must be completed for all IT services \$500,000 and over related to an IT project as defined in the <u>SAM 4819.2</u>. A copy of the post evaluation and subsequent comments from the contractor must be sent to Form971@state.ca.gov. A post evaluation and contractor response pursuant to PCC 12102.3 is exempt from the Public Records Act.

Buyers must complete a Post Evaluation for IT Services Contracts (<u>STD 971</u>) for each completed IT services contract totaling \$500,000 or more AND related to an IT project (both delegated and non-delegated IT projects as defined by the State Administrative Manual).

#### STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete <a href="PCC 10298">PCC 10298</a> language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

#### SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

#### ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

#### <u>APPLICABLE CODES, POLICIES AND GUIDELINES</u>

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

#### **PAYMENTS AND INVOICES**

#### 1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

## 2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

#### 3. DGS Administrative and Incentive Fees

#### Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

### **Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

#### 4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

#### 5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

#### 6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

#### 7. Leasing/Financing

California State Agencies should use the <u>Golden State Financial Marketplace (GS SMart)</u> program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to <u>PCC 14937</u>. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

#### 8. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

#### **OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at <u>Cal eProcure</u>. Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

#### FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### **CONTRACTOR TRAVEL**

Travel costs are not included in the contractor's awarded hourly rates. If an agency purchase order allows for travel costs, reimbursement for contractor's personnel for travel, per diem, lodging, meals, and incidentals shall not exceed State rates current at the time of purchase as defined in the <u>California Department of Human Resources Rules 599.615 to 599.635</u>. Travel costs allowed by the agency shall be itemized separately on the purchase order.

#### **AMERICANS WITH DISABILITY ACT**

To view the <u>DGS Accessibility Policy</u>, please visit the DGS website.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3607 Agenda Date: 9/9/2025 Agenda #:

C.185.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** Participating Addendum with Allsteel, 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 Allsteel, LLC, in an amount not to exceed \$5,000,000, for the purchase of furniture, installation, and related services for use by the County, during the period of September 9, 2025 through December 17, 2027, 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 paid by County Departments. (100% User Departments)

#### **BACKGROUND:**

Contra Costa County Purchasing Services is requesting approval of a Participating Addendum for the purchase of furniture, installation and related services offered through Allsteel, LLC. 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 Allsteel, LLC, 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 County Departments with a variety of furniture, installation and related services, required by County Departments and provide discounted products and services off published list prices.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without approval of the participating addendum, the County would be paying full price on furniture, installation and related service purchases they make today.

#### for

#### Furniture, Installation, and Related Services

# Participating Entity: CONTRA COSTA COUNTY

Contractor: Allsteel LLC (Contract #R240102)

This Participating Addendum ("Agreement") is made and entered into as of September 9, 2025, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Allsteel LLC, an Illinois limited liability company, ("Contractor") whose principal place of business is 600 E. Second St., Muscatine, IA 52761. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

#### Recitals

Whereas, the Contractor offers furniture, installation, and related services under a cooperative purchasing contract, Contract No. R240102 ("Master Contract"), awarded by Region 4 Education Service Center, a Texas public agency, after a competitive bid process, and made available to public agencies nationally. (The Master Contract includes all materials and exhibits attached thereto, including but not necessarily limited to Region 4 ESC's Request for Proposals and Contractor's response to said request for proposals.)

Whereas, the County has determined that entering into a Participating Addendum to participate in the Master Contract under the OMNIA Partners cooperative purchasing program will provide 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 as a California public agency.

Whereas, in the event the Contractor relies on any dealers, distributors, or other third parties (collectively, "<u>Affiliated Entities</u>," and each an "<u>Affiliated Entity</u>") 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. <u>Term.</u> The term of this Agreement begins on the Effective Date and runs concurrently with the Master Agreement, unless terminated sooner as provided in this Agreement.
- 2. Payment Limit. The County's total payments to the Contractor and any Affiliated Entities under this Agreement shall not exceed \$5,000,000 ("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. 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. <u>Changes to Master Contract</u>. For the purposes of this Agreement between the County and the Contractor, the terms of the Master Contract are incorporated in, and made a part of, this

#### for

#### Furniture, Installation, and Related Services

Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:

- a. <u>Parties</u>. Each reference to "Region 4 ESC" in the Master Contract is replaced with "Contra Costa County."
- b. <u>Audit Rights</u>. The third sentence in Section 18 (Audit Rights) of the Master Contract is deleted and replaced with the following:
  - "The audit right shall survive for three years following termination or expiration of this Contract."
- c. <u>Indemnity</u>. Section 30 (Indemnity) of the Master Contract is deleted in its entirety and replaced with new Section 30, to read:
  - "30. Indemnity. The Contractor shall indemnify, defend, and hold harmless Contra Costa County, its officers, employees, agents, and representatives (collectively, "County Parties") from and against all claims, demands, damages, losses, expenses, judgments, costs, penalties fees, including attorney's fees and attorney's fee awards, (collectively, "Liabilities") to the extent caused by the negligent actions or willful misconduct of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or Affiliated Entities, or any Affiliated Entity's officers, employees, agents, or representatives, while performing services under this Contract. Nothing herein requires the Contractor to indemnify any County Parties from the proportion of any Liabilities that arises from the negligence or willful misconduct of the County. This section shall survive the termination or expiration of this Contract."
- d. For clarification, the County's purchase of products and services are based upon the discounts, list prices, service rates, available products and services, and terms and conditions set forth in the Master Contract. The discounts, list prices, service rates, products and services, and terms and conditions of the Master Contract may be amended, revised, or renewed from time to time pursuant to the terms of the Master Contract, and all such amendments, revisions, and renewals are incorporated by reference herein without need to formally amend this Agreement.
- 4. 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.

#### for

#### Furniture, Installation, and Related Services

- 5. Governing Law and 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. During the term of this Agreement, the Contractor shall ensure that it and its Affiliated Entities, if any, remain registered in good standing with the California Secretary of State and maintain an agent for service of process in California. The interpretation of this Agreement, the Master Contract, and any purchase order issued under this Agreement for the acquisition of goods or services 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.
- 6. No Joint Venture. 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.
- 7. <u>Amendment</u>. This Agreement may be amended or modified at any time by mutual written agreement of the Parties.
- 8. <u>Termination</u>. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement at any time upon sixty (60) days' advance written notice to the other Party at the other Party's address specified in paragraph 10 (Notices).
- 9. <u>Performance</u>. 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 Affiliated Entities, such as dealers, distributors, or subcontractors, perform in accordance with this Agreement.
- 10. Notices. Notices to the Parties shall be provided to:

for

#### Furniture, Installation, and Related Services

Contractor

For orders: Allsteel LLC

600 East 2<sup>nd</sup> Street Muscatine, IA 52761 Attn: Order Entry

Email: asigovtsif@allsteeloffice.com

For all others: Cindy Hermann

600 East 2<sup>nd</sup> Street Muscatine, IA 52761 Phone: (563) 316-9655

Email: allsteelgovcontracts@allsteeloffice.com

#### County

Contra Costa County – Purchasing Services 40 Muir Road, 2<sup>nd</sup> 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 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 (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.

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 or Contractor's Affiliated Entity 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.

#### for

## Furniture, Installation, and Related Services

12. <u>Successors and Assigns: Assignment</u>. 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:	Contractor:
Contra Costa County	Allsteel LLC
Signature:	Signature:
Name:	Name:
	Eric Schroeder
Title:	Title:
	Vice President, Finance
	Signature:
	Name:
	Title:
Approved as to form:	
Thomas L. Geiger, County Counsel	
By:	
Stephen M. Siptroth Assistant County Counsel	
Attachments:	

Page 5 of 5

Exhibit A – Master Contract

## **REGION 4 EDUCATION SERVICE CENTER (ESC)**

**Contract # R240102** 

for

## FURNITURE, INSTALLATION, AND RELATED SERVICES

with

**ALLSTEEL LLC** 

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

#### **APPENDIX A**

#### **CONTRACT**

This Contract ("Contract") is made as of December 17, 2024 by and between Allsteel

("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of FURNITURE, INSTALLATION, AND RELATED SERVICES
("the products and services").

#### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time:
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
  - Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

- moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

- or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

#### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Allsteel LLC	
Address	600 East 2nd Street	
City/State/Zip	Muscatine, IA 52761	
Telephone No.	(563) 272-4800	
Email Address	allsteelgovcontracts@allsteeloffice.com	
Printed Name	Eric Schroeder	
Title	Vice President, Finance - HNI Workplace Furnishings	
Authorized signature	SAS-	
Accepted by Region 4 ESC:	DS Initial	
Contract No. R240102	Corrected to 12/31/2027	
Initial Contract Term12/	17/2024 to 10/31/2027	
Region 4 ESC Authorized Boa		
Linda Tinnerman Print Name	7	
Region 4 ESC Authorized Boa	12/17/2024	
Victor F. White Print Name		

#### Appendix B

#### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Allsteel 10/15/24\_Per Region 4 - all Region 4 exceptions approved

Section/Page	Term, Condition, or Specification	Exception/Proposed  Modification	Accepted (For Region 4 ESC's use)
Authorized	Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	Contractor is prohibited from authorizing aAdditional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer is added to their dedicated website. Purchase orders and payment can only may be made to the Contractor or authorized dealer unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	

Contractor Deficiency, P.2-3	Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	New: Reasonable request
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	New: Reasonable red
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress.	New: Reasonable request
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency 7 days of receipt of Purchase-Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Acceptable and und current agreement

Appendix A,
Section 28 Stored
Materials, P.6

Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

between the Contractor and Region 4
ESC, payment may be made for
materials not incorporated in the work
but delivered and suitably stored at
the site or some other location, for
installation at a later date. An
inventory of the stored materials must
be provided to Region 4 ESC prior to
payment. Such materials must be
stored and protected in a secure

Upon prior written agreement

location and be insured for their full value by the Contractor party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC.

Contractor The insuring party agrees to

provide proof of coverage and

additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance delivery into Region 4 ESC control by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery final acceptance.

Acceptable and under current agreement

Appendix A, Section 30 Indemnity, P.6 Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by arising out of or resulting from the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

New: Region 4 usually does not accept Indemnity exceptions

	T		1
Exhibit A, Section	All transactions, purchase orders,	All transactions, purchase orders,	OMNIA Partners
1.1 Requirement,		invoices, payments etc., will occur	section: This
P.31	directly between the Supplier and	directly between the Supplier or	method is done by
	each Participating Public Agency	Supplier's Authorized Dealer and each	many of the curren
	individually, and neither OMNIA	Participating Public Agency	Region 4 furniture
	Partners, any Principal Procurement	individually, and neither OMNIA	suppliers
	Agency nor any Participating Public	Partners, any Principal Procurement	
	Agency, including their respective	Agency nor any Participating Public	
	agents, directors, employees or	Agency, including their respective	
	representatives, shall be liable to	agents, directors, employees or	
	Supplier for any acts, liabilities,	representatives, shall be liable to	
	damages, etc., incurred by any other	Supplier or Authorized Dealer for any	
	Participating Public Agency. Supplier	acts, liabilities, damages, etc., incurred	
	is responsible for knowing the tax	by any other Participating Public	
	laws in each state.	Agency. Supplier and/or Authorized	
		Dealer is responsible for knowing the	
		tax laws in each state.	
Exhibit A, Section	Supplier commits the not-to-exceed	Supplier commits the not-to-exceed	Same language as
2.2 Pricing	pricing provided under the Master	pricing provided under the Master	current agreement
Commitment,	Agreement pricing is its lowest available		OMNIA Partners wi
P.34	(net to buyer) to Public Agencies	available (net to buyer) to Public	discuss with Allstee
	nationwide and further commits that if a		uiscuss With Alistee
	Participating Public Agency is eligible for		
	lower pricing through a national, state,	Agency is eligible for lower pricing	
	regional or local or cooperative contract,		
	the Supplier will match such lower	local or cooperative contract, the	
	pricing to that Participating Public	Supplier will match such lower pricing	
	Agency under the Master Agreement.	to that Participating Public Agency	
		under the Master Agreement.	
		Supplier commits that price shall be	
		equivalent to other cooperative state	
		and local contracts held by the	
		Supplier, buying the same product	
		mix, for the same geographical areas,	
		under the same terms and conditions.	

Fee Reporting, P.44

Exhibit B, Section Supplier shall provide OMNIA Partners 13 Administrative with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty constitute a material breach of this (30) days of written notice to Supplier shall be deemed a cause for termination thirty (30) days of written notice to of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 150th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall Agreement and if not cured within Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

OMNIA Partners will discuss with Allsteel

Exhibit B, Section Administrative Fee payments are to be

14 Administrative paid by Supplier to OMNIA Partners at Fee Payment, P.44the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Administrative Fee payments are to be OMNIA Partners designated financial institution identified in Exhibit D. Failure (ACH) to the OMNIA Partners to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute provide a payment of the a material breach of this Agreement and Administrative Fee within the time if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. made via Automated Clearing House designated financial institution identified in Exhibit D. Failure to and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not baid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

OMNIA Partners will discuss with Allsteel...Is Allsteel current in this manner? Will check with Accounting

Funds Certifications, Overview P.53	24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	Acknowledged on a Appendix B Exhibit I Federal Funds Certifications - Exhibit F form has been completed by Allsteel.
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the	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, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Funds Certifications, Record Retention Requirements for Contracts	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

·			
Exhibit F, Federal	When Participating Agency expends	When Participating Agency expends	
Funds	federal funds for any contract resulting	federal funds for any contract	
Certifications,		resulting from this procurement	
Certification of	certifies that it will comply with the	process, offeror certifies that it will	
Compliance with	mandatory standards and policies	comply with the mandatory standards	
<b>Energy Policy and</b>	relating to energy efficiency which are	and policies relating to energy	
Conservation Act,	contained in the state energy	efficiency which are contained in the	
P.60	conservation plan issued in compliance	state energy conservation plan issued	
	with the Energy Policy and Conservation	in compliance with the Energy Policy	
	Act (42 U.S.C. 6321 et seq.; 49 C.F.R.	and Conservation Act (42 U.S.C. 6321	
	Part 18).	et seq.; 49 C.F.R. Part 18). It is the	
	,	responsibility of the authorized	
		Participating Agency to notify the	
		offeror if federal funds will be utilized	
		to procure items under the resulting	
		contract and/or purchase order prior	
		to offeror's acceptance of the order.	
Exhibit F, Federal	To the extent purchases are made with	To the extent purchases are made	
Funds	Federal Highway Administration, Federal	with Federal Highway Administration,	
Certifications,	Railroad Administration, or Federal	Federal Railroad Administration, or	
Certification of	Transit Administration funds, offeror	Federal Transit Administration funds,	
Compliance with	certifies that its products comply with all	offeror certifies that when requested	
Buy America	applicable provisions of the Buy America	prior to offeror's acceptance of an	
Provisions, P.60	Act and agrees to provide such	order, offeror will certify whether its	
	certification or applicable waiver with	individual products comply to with all	
	respect to specific products to any	applicable provisions of the Buy	
	Participating Agency upon request.	America Act and agrees to provide	
		such certification or applicable waiver	
	Buy America Act must still follow the	with respect to specific products to	
	I -	any Participating Agency upon	
	free and open competition.	request. Purchases made in	
		accordance with the Buy America Act	
		must still follow the applicable	
		procurement rules calling for free and	
		open competition.	

Exhibit F, Federal	The Contractor agrees to comply with 49	The Contractor agrees, that when	
Funds		requested prior to Contractor's	
Certifications,	provide that federal funds may not be	acceptance of an order, to certify	
Certification of	obligated unless steel, iron and	whether its individual products	
Compliance with	manufactured products used in FTA-	comply with 49 USC 5323(j) and 49	
Buy America	funded projects are produced in the	CFR Part 661, which provide that	
Provisions, (1)	United States, unless a waiver has been	federal funds may not be obligated	
P.60	granted by FTA or the product is subject	unless steel, iron and manufactured	
	to a general waiver. General waivers are	products used in FTA-funded projects	
	listed in 49 CFR 661.7.A general public	are produced in the United States,	
	interest waiver from the Buy America	unless a waiver has been granted by	
	requirements applies to	FTA or the product is subject to a	
	microprocessors, computers,	general waiver. General waivers are	
	microcomputers, software or other such	listed in 49 CFR 661.7.A general public	
	devices, which are used solely for the	interest waiver from the Buy America	
	purpose of processing or storing data.	requirements applies to	
	This general waiver does not extend to a		
	product or device that merely contains a	I	
	microprocessor or microcomputer and is	I	
		the purpose of processing or storing	
		data. This general waiver does not	
		extend to a product or device that	
		merely contains a microprocessor or	
		microcomputer and is not used solely	
		for the purpose of processing or	
		storing data. Separate requirements	
		for rolling stock are set out at	
		5323(j)(2)(C) and 49 CFR 661.11.	
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds		when requested prior to proposer's	
Certifications,	U.S.C. 5323(j), and the applicable	acceptance of an order, it will certify	
Certification of	regulations of 49 CFR 661.11.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j), and the applicable	
Provisions,		regulations of 49 CFR 661.11.	
Certificate of			
Compliance, P.60			
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j)(1), and the applicable	acceptance of an order, it will certify	
Certification of	regulations in 49 CFR part 661.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j)(1), and the applicable	
Provisions,		regulations in 49 CFR part 661.	
Certificate of			
Compliance, P.61			
Exhibit F, Federal	_	Offeror agrees that all dealer	
Funds	awards pursuant to the Contract shall be		
Certifications,		Contract shall be bound by the	
Certification of	conditions.	foregoing terms and conditions.	
Applicability to			
Subcontractors, P.62			

Exhibit F, Federal	Purchases made under this contract may	Purchases made under this contract	
Funds	be partially or fully funded with federal	may be partially or fully funded with	
Certifications,	grant funds. Funding for this work may	federal grant funds. Funding for this	
Community	I =	work may include Federal Funding	
-	_ · · · · · · · · · · · · · · · · · · ·	sources, including Community	
	1	Development Block Grant (CDBG)	
		funds from the U.S. Department of	
	Development. When such funding is	Housing and Urban Development.	
		When such funding is provided and	
	terms, conditions and requirements	Offeror is notified prior to order	
	enumerated by the grant funding	placement, Offeror shall comply with	
	source, as well as requirements of the State statutes for which the contract is	all terms, conditions and requirements enumerated by the grant funding	
	utilized, whichever is the more	source, as well as requirements of the	
	restrictive requirement. When using	State statutes for which the contract is	
	Federal Funding, Offeror shall comply	utilized, whichever is the more	
	with all wage and latest reporting	restrictive requirement. When using	
	provisions of the Federal Davis-Bacon	Federal Funding, Offeror shall comply	
	Act. HUD-4010 Labor Provisions also	with all wage and latest reporting	
	applies to this contract.	provisions of the Federal Davis-Bacon	
		Act. HUD-4010 Labor Provisions also	
		applies to this contract.	
	Offeror agrees to comply with all	Offeror agrees to comply with all	
Funds	federal, state, and local laws, rules,	federal, state, and local laws, rules,	
Certifications,	regulations and ordinances, as	regulations and ordinances, as	
Community	applicable. It is further acknowledged	applicable. It is further acknowledged	
1	1	that offeror certifies compliance with	
	provisions, laws, acts, regulations, etc. as specifically noted above.	all provisions, laws, acts, regulations, etc. as specifically noted above and as	
	as specifically floted above.	applicable.	
		аррисавте.	
Exhibit F, Federal	(Initial Paragraph to this Section)	(Initial Paragraph to this Section)	
Funds	By submitting a proposal, the Supplier is	By submitting a proposal, the Supplier	
Certifications,	accepted these FEMA and Additional	is accepted these FEMA and	
FEMA and	Federal Funding Special Conditions	Additional Federal Funding Special	
Additional Federal	required by the Federal Emergency	Conditions required by the Federal	
	Management Agency (FEMA) and other	Emergency Management Agency	
Conditions, P.64	federal entities.	(FEMA) and other federal entities,	
		when applicable, federal funding is	
		utilized, and Supplier is notified prior	
		to order placement that the product	
		and services are needed for a disaster	
		or emergency situation.	
Exhibit F, Federal	Federal Requirements	Federal Requirements	
	If products and services are issued in	If products and services are issued in	
	response to an emergency or disaster	response to an emergency or disaster	
	recovery the items below, located in this		
	I	this FEMA Special Conditions section	
	Federal Funds Certifications, are	of the Federal Funds Certifications, are	
		activated and required when	
	funding may be utilized.	applicable, federal funding <del>may be</del> is	
		utilized, and Contractor is notified	
		prior to order placement.	
		1	

	The contractor will include the portion	The contractor will include the portion	
Funds	,	of the sentence immediately	
Certifications,	paragraph (1) and the provisions of	preceding paragraph (1) and the	
FEMA and	paragraphs (1) through (8) in every	provisions of paragraphs (1) through	
Additional Federal	subcontract or purchase order unless	(8) in every <mark>dealer</mark> subcontract <del>or</del>	
Funding Special	exempted by rules, regulations, or	<del>purchase order</del> unless exempted by	
Conditions, 3.	orders of the Secretary of Labor issued	rules, regulations, or orders of the	
Equal	pursuant to section 204 of Executive	Secretary of Labor issued pursuant to	
Employment	Order 11246 of September 24, 1965, so	section 204 of Executive Order 11246	
Opportunity, Item	that such provisions will be binding	of September 24, 1965, so that such	
8, P.68	upon each subcontractor or vendor. The	provisions will be binding upon each	
	contractor will take such action with	<mark>dealer</mark> subcontractor <del>or vendor</del> . The	
	respect to any subcontract or purchase	contractor will take such action with	
	order as the administering agency may	respect to any dealer subcontract or-	
	direct as a means of enforcing such	purchase order as the administering	
	provisions, including sanctions for	agency may direct as a means of	
	noncompliance:	enforcing such provisions, including	
	·	sanctions for noncompliance:	
	Provided, however, that in the event a	·	
	contractor becomes involved in, or is	Provided, however, that in the event a	
	threatened with, litigation with a	contractor becomes involved in, or is	
	subcontractor or vendor as a result of	threatened with, litigation with a	
	such direction by the administering	dealer subcontractor or vendor as a	
	agency, the contractor may request the	result of such direction by the	
	United States to enter into such	administering agency, the contractor	
	litigation to protect the interests of the	may request the United States to	
	United States.	enter into such litigation to protect	
	J	the interests of the United States.	
Exhibit F, Federal	Offeror agrees to comply with all terms	Offeror agrees to comply with all	
Funds	and conditions outlined in the FEMA	terms and conditions outlined in the	
Certifications,	Special Conditions section of this	FEMA Special Conditions section of	
FEMA and	solicitation, as applicable.	this solicitation <del>.</del> , as applicable.	
Additional Federal			
Funding Special			
Conditions, Sign-			
Off, P.81			



# 24-01 Addendum 6 Allsteel LLC Supplier Response

#### **Event Information**

Number: 24-01 Addendum 6

Title: Furniture, Installation, and Related Services

Type: Request for Proposal

Issue Date: 4/11/2024

Deadline: 6/13/2024 02:00 PM (CT)

Notes: Oral communications concerning this RFP shall not be binding and

shall in no way excuse an Offeror of the obligations set forth in this

proposal.

Only online proposals will be accepted. Proposals must be submitted

via Region 4 ESC's online procurement system:

region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

Meeting to be held on

Wednesday, May 1, 2024 at 10:00 am CST

via ZOOM. Click here to join.

Meeting to be held on

Wednesday, April 24, 2024 at 10:00 am

via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

## **Contact Information**

Address: Finance and Operations

7145 West Tidwell Road

TX 77092

Email: questions@esc4.net

June 3, 2024

Region 4 Education Service Center 7145 West Tidwell Road Houston, TX 77092

RE: Solicitation Number RFP 24-01 Furniture, Installation, and Related Services

To Whom It May Concern,

On behalf of Allsteel, we would like to thank you in advance for the opportunity to submit the following proposal for the Region 4 Education Service Center (ESC) Furniture, Installation, and Related Services contract. We are honored to participate in your RFP process, and you have our personal assurance that all our members and partners are committed to exceeding your expectations. We are very confident in our products' ability to provide the right combination of the desired image, quality, and durability, along with unparalleled functionality.

We have answered the required Attribute Tab questions and uploaded the required Response Attachments to Region 4 ESC's online procurement site per the instructions outlined in the RFP Solicitation 24-01.

We kindly request that OMNIA and Region 4 ESC agree to a start date of May 1, 2025, to coincide with our current contract's April 30, 2025 expiration date. We have many riders and piggyback agreements tied to OMNIA. Allowing ample time between the award date and the new contract start date will allow us to seamlessly transition these agreements and reduce the risk of any lapse in coverage for our mutual customers.

On behalf of the entire Allsteel team, we are pleased to respond to your request for proposal and we look forward to the next step in the evaluation process.

Sincerely,

Eric Schroeder

Vice President, Finance - HNI Workplace Furnishings

#### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Alisteel LLC	
Address	600 East 2nd Street	
City/State/Zip	Muscatine, IA 52761	
Telephone No.	(563) 272-4800	
Email Address	allsteelgovcontracts@allsteeloffice.com	
Printed Name	Eric Schroeder	
Title	Vice President, Finance - HNI Workplace Furnishings	
Authorized signature	SAS	
Accepted by Region 4 ESC:		
Contract No	_	
nitial Contract Term	to	-00
Region 4 ESC Authorized Boa	ard Member Date	
Print Name		
Davis A FOO As the size of Doo	ard Member Date	
Region 4 ESC Authorized Boa	ard Member Date	
Print Name		

#### **Allsteel LLC Information**

Address: 600 East 2nd Street

Muscatine, IA 52761

Phone: (888) 255-7833

Email: allsteelgovcontracts@allsteeloffice.com

Web Address: www.allsteeloffice.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Schroeder AllsteelGovContracts@allsteeloffice.com

Signature Email

Submitted at 6/10/2024 10:50:29 AM (CT)

## **Requested Attachments**

#### OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT SIGNATURE FORM\_Allsteel.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

#### **Appendix B - Terms & Conditions Acceptance Form**

Appendix B - Terms Conditions

Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

# Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

#### OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds

Redlined\_ASI.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

Value Add
Attribute 52\_Value
Add Allsteel.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

#### **Antitrust Certification Statements**

Antitrust Certification Statements\_Allsteel.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

## **Certificate of Interested Parties (Form 1295)**

Certificate of Interested Parties (Form 1295)\_Allsteel.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

## **Diversity Program Certifications**

No response

If there are any diversity programs, provide a copy of their certification.

## **Minority Women Business Enterprise Certification**

No response

Please upload Minority Women Business Enterprise Certification if applicable.

#### Submit FEIN and Dunn & Bradstreet report.

Upload FEIN and Dunn & Brandstreet report here.

FEIN and Dunn & Bradstreet

report\_Allsteel.pdf

## **Products and Pricing**

Products and Pricing\_Allsteel

Gunlocke.zip

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

# Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Enterprise (DBE) Certification

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

#### Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

#### **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form\_Allsteel.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

## Additional Agreements Offeror will require Participating Agencies to

No response

sign.

Upload any additional agreements offeror will require Participating Agencies here.

#### **Historically Underutilized Business Zone Enterprise (HUBZone)**

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

#### Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

#### **OMNIA Partners - Exhibit F Federal Funds Certifications**

Exhibit F - Federal Funds

Redlined\_ASI.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

## **OMNIA Partners - Exhibit G New Jersey Business Compliance**

OMNIA Partners - Exhibit G New

Jersey Business

Compliance Allsteel.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

## **Response Attachments**

## Attribute 12\_Warranty\_Allsteel Gunlocke.pdf

Warranty

## Attribute 47\_Authorized Distributors Dealers Listing\_Allsteel.pdf

Authorized Distributors Dealers Listing & Location of Support Centers and Location of Corporate Office

## HNI\_2022\_CSR\_Report.pdf

HNI 2022 CSR Report

#### Products and Pricing\_Allsteel Discount Matrix.pdf

**Discount Matrix** 

#### Allsteel COI.pdf

Allsteel Certificate of Insurance

#### Allsteel Cover Letter.pdf

Allsteel Cover Letter

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#### **Bid Attributes**

#### 1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

✓ I have read and agree.

#### 2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

✓ I have read and agree.

#### 3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

✓ I have read and agree.

#### 4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

## 5 Is pricing available for all products and services?

✓ Yes

☐ No

## 6 List the category or categories you are offering.

Allsteel offers a broad range of products to support the furniture categories the Region 4 and OMNIA Partners is seeking to provide to agencies nationwide. We are proposing our complete catalog of products and services including, but not limited to freestanding furniture; seating/chairs; soft seating; filing systems, storage and equipment; wall and ceiling solutions; related and ancillary products, accessories, and solutions; and services and support solutions.

## 7 Furniture Offerings

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

Our proposal includes access to all new Allsteel products and accessories; these products are offered based upon a discount off of list pricing. If you're interested in purchasing parts for our products, our Customer Support or an approved authorized dealer can provide pricing and support. Used furniture, trade-ins, leasing/financing options, service and repairs not covered by our warranty are not offered by Allsteel. Our authorized dealers may provide a quote a case-by-case basis, however, these offerings will not be included as part of our contract offering.

#### 8 Minimum Quantities

Describe any minimums quantities.

There are no minimum quantity requirements for the OMNIA Region 4 contract. We offer an attractive discount structure which provides higher discounts based upon the list size of the order, including a negotiated tier for large projects.

#### 9 Custom or special orders

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

Allsteel offers a wide array of product choices from tables to seating to systems components.? However, in the instance you cannot find a solution that works for your project, we offer the option to customize our standard products.??Pricing for our customized products is dependent upon the modification requested; list pricing for the custom item will be provided at time of request on a case-by-case basis. Customized list prices are not included in our standard list pricer. ? HNI and Allsteel are well versed in creating solutions to meet a customer's specific needs. Approximately 85% of our large projects contain customs that range from fabrics and finishes to the use of new materials, or alterations to existing products, or the creation of new solutions. We have a dedicated Tailored Products Group (TPG) who works closely with our sales team and customers to confirm the quality and safety of our customized products. Our Close the Deal (CTD) team physically mocks-up a sample of commonly large orders and significant specials, allowing us to evaluate the custom product itself and in the context of its eventual environment to ensure it meets all requirements.? Custom product for large jobs is essentially a single customer standard. All prints and bills of material are executed at the same level as a standard product. Once they are initially completed, they flow seamlessly thereafter. Our TPG team meets daily with Operations and Supply Chain to ensure the custom requests in house advance as planned, and to review new requests to make sure the entire team is prepared and committed.? We offer an ability to deliver tailored product solutions in a seamless manner. Because Allsteel manufactures our special applications products in-house, we have much better control of quality, cost, lead times, and warranty than other manufacturers. It's the best of both worlds: the responsiveness of a custom shop, with the resources of a large manufacturer.? Specials may include:? • Custom sizes? • Special laminate requests – fulfilling requests for laminates not available in our standard offering • Special paint finishes assisting with requests for competitor's paint colors • Special fabric applications – accommodating requests for products with more than two fabrics • And MORE!? Please contact your dealer partner or salesperson, to start the custom process. If the special is approved, a list price will be provided, and it will be assigned a "SPL" model number to manage the product through the order process.

## Describe ordering methods, tracking, and reporting.

Allsteel will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery, and services to our mutual customers. Summary of the ordering process: contact an authorized dealer, who will provide a detailed quote and instructions on how to create a PO; send the completed PO to the authorized dealer, who will review your order for accuracy and submit it directly to Allsteel; Allsteel and our authorized dealer, will work through delivery, installation, and issue resolution. Allsteel and HNI use a supply-chain visibility platform named FourKites for tracking Allsteel shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

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#### **Shipping Costs**

Describe any shipping charges.

- 1. Describe delivery charges along with definitions for:
  - a. Dock Delivery
  - b. Inside Delivery
  - c. Deliver and Install

Deliveries shall be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise stated in writing. Direct drop ship or dock delivery to an authorized dealer warehouse are included in all prices that meet List dollar thresholds. Drop ship requests require dock delivery and proper trailer clearance, typical 53' trailer. Off loads are the responsibility of the purchaser. Inside delivery includes the authorized dealer off-loading the product into the facility. Deliver and Install includes receipt, inspections, and assembly of items delivered to specified areas of the facility by the authorized dealer. Additional charges will apply for inside delivery and installation which will be quoted on a project-by-project basis.

## **Warranty Pricing**

3

Provide pricing for warranties on all products and services.

Allsteel's dedication to quality products is one of the ways we show our commitment to our customers. We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why each of our products is rigorously tested and certified to meet the highest industry standards. In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel will help fix it at no additional cost to the customer. The complete terms of the warranty are available at https://www.allsteeloffice.com/information/warranty or contact your Authorized Dealer. View Attribute 12\_Warranty attachment for a printed version of our warranty.

## Describe any return or restocking fees.

Allsteel's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most Allsteel products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, Allsteel will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

#### Discounts or Rebates

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

We offer an initial discount up to \$100,000 list with additional discounting for orders ranging between \$100,001 - \$400,000. For project pricing, we offer a negotiated tier to ensure we are offering the best pricing available to Region 4 based on products selected and volume of order.

## Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to Allsteel. There are multiple ways in which we approach compliance. For example, our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. We have developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass, our online pricing tool made available to dealers, and the Contract Summary Document. Please view Attribute #82 for more information about ensuring accurate contract pricing.

## Payment Methods

Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Allsteel invoices at time of shipment, with Net 30 Day payment terms. If contracts allow, terms may be 1.5% 20, N30 (terms are contract-driven). We accept, check, wire, ACH, Visa, Mastercard, or American Express. For payments by credit card, please contact our Customer Support Team at 888-255-7833. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

## 1 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

Pricing adjustments are generally requested on an annual basis. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed list price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will discounting to Region 4 and OMNIA Partners increase during the term of the contract. Price increases will be proposed to list price only and will be based on supplier and material cost increases.

#### **Future Product Introductions**

Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

Our product development efforts create end-user solutions that are relevant, differentiated, and focused on quality, aesthetics, style, sustainable design, and reducing manufacturing costs. We also continuously improve and enhance existing products through ergonomic research, improved manufacturing processes, alternative materials, and engineering support and training in each of our operating units. New products, improvements, and enhancements are generally introduced quarterly and will be priced similarly to like products within a product category. For instance, new task seating products will receive the same discount as current task seating products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria. Allsteel will follow the requirements of the contract for new product introductions.

## Are repurpose or end of life programs offered? If so, explain the process.

In the effort to keep HNI products out of the landfill, even after years of regular use, our company is actively researching ways to give our products a second life. To this end, we have partnered with Asset Network for Education Worldwide® (ANEW®), a non-profit founded in 2004 to repurpose used office furnishings. Through HNI's partnership with ANEW®, customers can repurpose their products, support local and national organizations, and reduce waste. Many of our dealers have Furniture Take Back, Pre-Owned Furniture, and Decommissions Programs to help with these efforts and support their local communities, such as donating furniture to local organizations. Additionally, we provide disassembly diagrams and environmental data sheets for our products. These documents detail information on product materials and recyclability. They are intended to inform and support our customers on how to effectively recycle our products at the end of their useful life.

## Are product loaner programs available? If so, explain the requirements.

Product loaner programs are not available at this time. Should we introduce this as an option in the future, we will work with OMNIA to understand if it is mutually beneficial to this service to our contract. In certain circumstances, such as back ordered or late product shipments, our authorized dealers may have the capacity to provide loaner furniture. These services that would be negotiated on a case by case basis and additional fees may apply.

## Describe experience with Prevailing Wage and Bacon-Davis.

Allsteel, utilizing our authorized dealer partners, has decades of experience servicing public sector agencies. Prevailing wage and Davis-Bacon Act requirements are familiar provisions found in many of Allsteel's public sector contracts. Allsteel monitors and maintains contract compliance with applicable federal and state regulations. Since Authorized Dealers perform or facilitate services on behalf of Allsteel, we flow down prevailing wage and Davis-Bacon Act contract requirements to our Authorized Dealers and require each to certify compliance with such provisions prior to receiving authorization to service Allsteel's public sector contract.

## 2 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

## **Special Offers/Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-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.

## Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

✓ Agree

Disagree

## Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

## Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

## Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

### 2 Emergency Orders

Describe how Offeror responds to emergency orders.

We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or Allsteel's error such as shortage, damage, etc. Allsteel will make every effort to expedite the product at no cost to the OMNIA Partner member. When you work with Allsteel, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. Our team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order.

### 2 What is Offeror's average Fill Rate?

For HNI, fill rate equates to lead time. Our Compass software allows dealers to create quick and accurate quotes that immediately provide them with estimated lead times. Should a product have extended lead times, our authorized dealer will work with the customer to provide alternative solutions rapidly. On average, our lead times range from 4-6 weeks, at times as fast as 3 weeks. Our promise to deliver durable, reliable products efficiently and quickly remains intact. Like most manufacturers, our business has been impacted by the market dynamics effecting demand, supply chain and logistics, and labor. HNI has developed and deployed a strategic response plan to address these dynamics and mitigate the impact to our valued clients.

### What is Offeror's average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries. Transit times and conditions vary based on size, distance and final destinations. Allsteel and HNI use a supply-chain visibility platform named FourKites for tracking Allsteel shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

### Describe Offeror's history of meeting the shipping and delivery timelines.

The Allsteel and HNI delivery model is unequaled for on-time delivery performance using a measurement called Complete and On-time (COT) to assess delivery performance. Our COT is tracked on a daily basis in all of our manufacturing facilities. The industry standard for on-time performance is to be measured in weekly increments however, this type of approach overlooks daily performance failures and disguises the true impact on the client. We calculate COT by dividing units produced by units scheduled to get a daily score. Examples of these metrics are below: Measuring COT for Production: Units produced divided by units scheduled equals percent complete. Distribution COT: Orders shipped divided by orders dispatched by hour equals percent COT. We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries.

### Describe Offeror's return and restocking policy.

Allsteel's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most Allsteel products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, Allsteel will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

### Describe Offeror's ability to meet service and warranty needs.

Please reference our complete warranty information on https://www.Allsteeloffice.com/information/warranty or in the attachment Attribute 12\_Warranty. In the event of a warranty issue, the process begins with the Authorized Dealer using the Quick Claim Tool. The dealer will enter the required information into the Quick Claim Tool, which creates a work order for the warranty issue at hand. Once this work order is approved, Allsteel will work with the manufacturing and other necessary teams to quickly find a resolution to the issue. After reviewing the information, a decision will be made to resolve the issue by sending replacement parts or full replacement of the product. Customer Support will notify the dealer of the resolution plan and any additional information (including order numbers).

# Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Our Customer Service team can provide sales, product information, and warranty services between the hours of 8:00 am and 5:00 pm CST, Monday through Friday. In addition, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 8 hours of receipt during normal business hours, striving for complete resolution in 48 hours or less. General inquiries and warranty claims are processed by a team of service professionals following a 'Quick Claim' process. Orders greater than \$500K list are assigned to a project coordinator to streamline order entry, align production and delivery schedules based on your requirements, and monitor for speedy punch resolution. The dedicated project coordinator maintains close contact with the servicing dealer from the time of award until completion, supporting the planned installation timeline. If an issue is unresolved in a timely manner, we involve our CS leadership team to get resolution.

# Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoices are created and released at the time of order shipment with payment terms of Net 30 days. Agencies and dealers both have the capability to monitor and pay invoices within Allsteel's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices. There are no additional fees when using a credit card/p-card for payment. Please note that payment terms and acceptable methods of payment can be found in Attribute 16.

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#### **Transition Plan**

Describe Offeror's contract methodology/implementation/customer transition plan.

Allsteel will immediately implement the OMNIA Region 4 contract as one of our primary market strategies for Public Agencies nationwide. Our National Sales Manager, Government, will announce the contract award within 10 days of notification to our members, and we will educate our sales teams through the following: Education and Training: 1. National launch of contract specifics on monthly field sales calls to include all employees 2. Educate Allsteel field sales members on OMNIA Region 4 Contract 3. Develop a market specific sales plan with our regional managers for dealer partners 4. Train all Public Sector Managers on products and process 5. Leverage our teams of Market Managers, Business Development Managers (BDM), and Dealer Sales Representatives to educate clients on advantages of using OMNIA Region 4 Contract 6. Retrain dealer sales representatives to drive business through cooperative purchasing agreements and OMNIA Region 4 Contract We will actively market to State, City, and County agencies as well as to Colleges, Universities, and Nonprofit Organizations through the effective use of the OMNIA Region 4 contract. This will be accomplished as follows: Sales Activities: 1. Conduct focused selling events targeting new OMNIA customers in every Allsteel region with appropriate BDM's and authorized dealers 2. Focus selling efforts in specific target regions (such as Texas). Determined by National Sales Manager Government, Regional Managers, and OMNIA Partners/Region 4 3. Attend Regional Summits to increase exposure to Public Agencies in targeted regions Marketing Activities: 1. Communicate OMNIA Region 4 Contract award in press release within first 15 days 2. Announce award through Allsteel social media platforms within first 15 days 3. Review trade events that Allsteel should attend with our partners 4. Re-launch OMNIA Partners National Catalog to include OMNIA Region 4 contract info to dealer partners 5. Update single page OMNIA Partners/Allsteel selling sheet 6. Refresh Allsteel info on OMNIA Partners website to link to Allsteel selling materials and Allsteel website 7. Update the dedicated Allsteel website to include link to OMNIA Partners contract materials and OMNIA Partners website (https://www.allsteeloffice.com/contracts/omnia-partners) Our government services and higher education programs make it easy and efficient to specify, order, receive, and install the right workplace solutions to meet your office furniture needs today while providing lasting value for years to come. Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty.

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#### Describe the financial condition of Offeror.

Allsteel is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years: 2023 \$2,434,000,000 2022 \$2,361,800,000 2021 \$2,246,947,000 In fiscal 2023, HNI Corporation had net sales of \$2.4 billion, of which \$1.7 billion was attributable to the workplace furnishings portion of our business. HNI Corporation has a financial rating of 5A2 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

https://www.allsteeloffice.com/contracts/omnia-partners This dedicated webpage provides access to the most current price list, discount matrix, contract requirements, authorized dealer list, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Our website also provides digital design tools and resources to make the specifying and purchasing process easier, such as our Product Configurator, Idea Starters, Product Symbols, Textiles & Finish library, and product usage literature and videos. Our Insights tab contains articles related to sustainability, wellness, technology integration, and changing workplace trends. Allsteel's 'Tell Me More' podcast provides insightful discussions, trend analyses, and narratives that unravel the stories behind innovative workplace solutions, to inspire productivity, collaboration, and well-being.

### Describe the Offeror's safety record.

In 2022, HNI set ergonomic goals for manufacturing for the first time in company history. Members are empowered to recognize ergonomic hazards, identify early warning signs of work stress, and apply principles of prevention from product development through product manufacturing and product delivery. HNI members consistently work safer than the industry average. With our insistence that members report all concerns, including strain/sprain discomfort, our Restricted Duty Incident Rate is higher than the industry average but has resulted in a significantly lower Recordable Lost Time Incident Rate. Current HNI Workplace Furnishings rates: • 12-month OSHA Recordable Incident Rate 2.72 • 12-month OSHA Restricted Duty Rate 1.48 • 12-month OSHA Recordable Lost Time Incident Rate 0.47

# Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

We continue to build on our strong foundation and launch new initiatives to lead HNI into the future. These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products. Our CSR report is updated every two years and can be viewed publicly on HNICorp.com. Additionally, ad-hoc environmental reporting and reviews can be provided upon agency's request. Please review attribute 63, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

### Describe any social diversity initiatives.

HNI and Allsteel are dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Please review attribute 64, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

# Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

We are firm believers that effective communication plays a vital role in the successful implementation of new policies, processes, and procedures. Allsteel has a dedicated Public Sector team that works directly with Compliance, Learning & Development and Sales teams to ensure the successful adoption of any new processes or policies. Furthermore, we will ensure that the dedicated OMNIA website, accessible to our sales members, Customer Support team, and dealer partners, is regularly updated with the latest information.

### Provide a brief history of the Offeror, including year it was established and corporate office location.

HNI is a global family of industry-leading brands for the workplace and home. Founded in 1947 in Muscatine, Iowa, by visionaries C. Maxwell Stanley, Clement Hanson, and H. Wood Miller, HNI opened its doors under a new premise where all employees would be treated equally and respectfully as members and owners of a productive industrial enterprise. In 1997, HNI acquired Allsteel, an early entrant in the emerging power industry. Allsteelequip Co. was established in 1912 producing metal enclosures and would go on to manufacture lockers and steel cabinets and revolutionize records management with the lateral file. Today, bigger than one brand, Allsteel continues to transform the ways we all work. With a growing portfolio of workplace furnishings designed and manufactured around the world, Allsteel members and owners are driven by accountability and integrity in all they do. HNI and Allsteel headquarters is at 600 East Second Street Muscatine, IA 52761.

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### Describe Offeror's reputation in the marketplace.

Allsteel is recognized as one of largest manufacturers of office furniture in the industry. As an operating company within the HNI family, we have access to cutting-edge manufacturing techniques and are financially sound. We are well known for offering high-quality products at a competitive price. In addition, our clients have come to rely on a customer service experience second to none. We work every day to help transform workplaces for the better. It starts with a focus on collaboration, and putting people at the center of the experience. With design methods like Work Geometry, we are bringing a human-centric, researched-backed approach to creating the physical and perceived elements of workplaces. Our warm modern aesthetic is designed for humans—drawing from organic elements and bringing residential features into the workplace that promote employee wellness, productivity, and retention.

### Describe Offeror's reputation of products and services in the marketplace.

Allsteel is the first office furniture manufacturer to have all products certified either Indoor Advantage or Indoor Advantage Gold and BIFMA level, and the majority of our lines can contribute to LEED-CI credits. Clients, dealers, and suppliers understand Allsteel believes in working alongside our partners to create meaningful solutions for everyday workplace issues. Our clients rely on our commitment to improving productivity, enhancing efficiency, and supporting well-being for all. Additionally, our products are competitively priced and have some of the longest life cycles in the industry. Allsteel is well known for its responsive and empowered customer support teams that ensure orders for Region 4 and public agencies nationwide are shipped on time and complete. We also have a reputation for minimizing punch lists through our dedicated Project Coordinator services. We make these services available for mid-size projects and larger to meet clients' critical dates.

### Describe the experience and qualifications of key employees.

Allsteel has a dedicated Public Sector team who are familiar with the Region 4/OMNIA Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives, ranging from 9-21 years. Ann Shieder, Government National Sales Manager, is supported by four regional public sector BDMs. In addition to our sales team, HNI's contract and compliance team has 11-21 years of experience creating marketing/sales strategies and contract reporting, ensuring our contracts are performing. Dealers that sell on our contracts are trained regularly by these teams. Much of the training surrounds compliance and understanding of contract requirements. We also provide training sessions and webinars covering product introductions, enhancements, and order and logistics improvements.

### Authorized Distributors/Dealers Listing

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

- 1. Propose the frequency of authorized distributor/dealer updates.
- 2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

Please view attachment Attribute 47\_Authorized Distributors Dealers Listing for our list of authorized dealers. Allsteel is proposing to add dealers without prior written approval from Region 4. We are committed to keeping an updated dealer list on our dedicated website and notifying Region 4 and OMNIA when any adjustments occur.

### Describe Offeror's experience working with the government sector.

Allsteel has a dedicated Public Sector team who are committed to increasing the sales and growth of our local, state, and federal government contracts and cooperatives. We understand that Public Agencies are responding to major shifts happening in their workplaces. The increased focus on attracting the next generation of employees while keeping existing employees engaged demands an agile workplace. We recognize that public agencies have to manage and balance large real estate concerns. We need to understand the ever-changing "workplace of the future" in order to create a workplace strategy unique and specific to your requirements. Knowing the complex buying cycle of public sector agencies, we work with balancing the needs of various stakeholders to ensure a project meets with everyone's approval within contract compliance. We have extensive experience in helping governmental agencies do exactly that. We have been working with government agencies for over 80 years.

# Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Allsteel is a wholly owned subsidiary of the HNI Corporation. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes, and other claims. It is the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

#### 5 References

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

State of California | Erin Safford | Central California Planning Manager | (916) 375-4139 | Erin.Safford@dgs.ca.gov | 707 West 3rd Street, West Sacramento, CA 95605 | 2001 – Present State of California purchases \$15M - \$40M annually, within approximately 50 individual projects. Predominantly use Terrace Systems line, also purchases ancillary products not to exceed 40% of the overall project. Current Complete and On Time (COT) rate with the State is 98%. City of Virginia Beach | Shawn Rockwell - Department of Public Works - Facilities Design & Construction | (757) 385-8700 | SRockwell@vbgov.com | Years Serviced – Since 2017 | Description of Services - Design, Project management, Installation of Allsteel/HON furniture. Workstations, private offices, collaborative, training, conferencing, seating, demountable walls. \$8 Million with CVB on the OMNIA contract City of Denton Police Department Headquarters | Sandi Richardson / PD Accounts Payable Specialist | 940-349-7972 | Sandi.Richardson@cityofdenton.com | 3 Years Serviced | New Police Department Headquarters, New Police Substation, and New Police Firing Range | \$200-\$250K per year

#### Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

We transform workplaces for the better, in a collaborative and human-centric way, by designing for real people and their ambitions. Work geometry is our human-centric consideration for your posture, fit, and the tools you use to be productive and comfortable. Our portfolio of products and materials are designed to compliment the architecture, and don't overpower the space. Versatile designs allow the client's brand and culture to shine through. We believe in co-solutioning—this means we don't come to the table with a prescribed solution. Instead, we work alongside our unique dealer network, using research-backed insights to create an application that is best for the client. Within our Value Add attachment we have outlined our core beliefs, product overviews, project management, and additional sustainability information.

### 5 Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

### Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

#### Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

### 5 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

### Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Brief history and description of Supplier to include experience providing similar products and services.

Allsteel was established as Allsteelequip Co. in 1912 and produced metal enclosures. By the time Allsteel was acquired by HNI Corporation in 1997 we manufactured desks and lateral files. Today, bigger than one brand, Allsteel continues to transform the ways we all work. With a growing portfolio of workplace furnishings designed and manufactured around the world, Allsteel members and owners are driven by accountability and integrity in all they do. Allsteel is designed to do more. Allsteel is recognized as one of largest manufacturers of office furniture in the industry. As part of HNI Corporation, we have access to cutting edge manufacturing techniques and are financially sound. We are well known for offering high quality products at a competitive price that are thoughtfully curated for customers through a consultative and collaborative approach. In addition, our clients have come to rely on a customer service experience second to none.

Total number and location of salespersons employed by Supplier.

Allsteel is a nationally distributed company with 5 regions. We currently employ over 60 salespersons; please see the number of members per region below: • West: 15 members • Central: 11 members • Midwest: 9 members • Southeast: 16 members • Northeast: 20 members Allsteel has a dedicated Public Sector team who are familiar with the OMNIA/Region 4 Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives. Ann Shieder, Government National Sales Manager, is supported by Allsteel's sales, including Brooke Julien, Leonard Sperandeo, Stephanie Mele, and Tiffany Peebles.

Number and location of support centers (if applicable) and location of corporate office.

The location of the HNI Corporation and Allsteel LLC corporate office is 600 East 2nd Muscatine, IA 52761. Please see the Attribute 47\_Authroized Distributors Dealers Lists for additional showroom and support center locations.

6 Annual sales for the three previous fiscal years.

\$2,434,000,000

Annual sales for the three previous fiscal years.

\$2,361,800,000

6 Annual sales for the three previous fiscal years.

\$2,246,947,000

#### Describe any green or environmental initiatives or policies.

HNI's corporate social responsibility mission drives us to respect people, reduce our impacts, and redefine tomorrow by fostering transparency and empowering our members to do and be better. In 2020, HNI developed our first carbon emission reduction targets that were approved by the Science Based Targets initiative (SBTi). These targets are in line with the GHG reductions required to meet the Paris Agreement goal of keeping global warming below 1.5 degrees Celsius. HNI is working to reduce absolute combined Scope 1 and 2 GHG emissions 35% by 2025 from 2018 baseline and reduce Scope 3 GHG emissions 40% per ton of products sold by 2035 using innovative product life cycle assessments. Since 2020, HNI has sourced 100% renewable electricity for global operations. Since 2018, we reduced combined Scope 1 and 2 GHG emissions by 64%. HNI joined RE100, a global corporate leadership initiative led by the Climate Group in partnership with CDP. As a member, HNI pledged to source 100% renewable electricity annually by 2030, which we met in 2020 and will continue to meet annually. We were recognized as one of the EPA Green Power Partnership's National Top 100 green power users for our efforts. Our goal is to cut our energy intensity by 50% by 2035. In our 2022 baseline energy audit, we discovered that our intensity has risen since 2018, and our total energy usage has declined. Absolute energy has decreased almost 8% from 2018. By 2030, HNI aims to achieve zero waste to landfill for all facilities. We diverted over 70,000 tons of waste from the landfill in 2021 and 2022. The first step in reducing waste is completing waste-mapping exercises and developing solutions for hard-to-recycle materials such as particleboard, wood waste, and paint waste, among others. The majority of HNI waste (63%) is now recycled or diverted from the landfill. The solid waste produced in our facilities (37%) goes to the landfill. Since 2018, our total water consumption has decreased by 30%. We design products to be repairable by providing replaceable parts, and we educate our customers, dealers, and installers on ways to fix or retrofit products to make them last longer. Our products meet or exceed industry performance standards, which typically represent a 10-year lifespan. When our products do finally reach the end of their useful lives, we want to see component materials recycled locally and kept out of landfills. We provide environmental data sheets and disassembly diagrams to our customers, which detail the materials used in the products and provide guidance on which components can be recycled. As of 2022, we have 34 Environmental Product Declarations and plan to continue this work annually. By 2025, we are aiming to understand the chemical constituents down to 100 parts per million (ppm) for 100% of our materials by spend across the portfolio. As of 2022, we have analyzed 40% of our materials in HNI Workplace Furnishings by spend. Our packaging is the first point of contact between customers and our products. HNI is focused on eliminating all non-recyclable packaging materials by 2025, including eliminating Styrofoam. As of the end of 2022, our HNI Workplace Furnishings division omitted nearly 3.2 million parts of EPS from product packaging and achieved over 46% reduction. Our product development teams continue to identify packaging solutions, and in the process, have found several types of nonrecyclable foam beyond EPS that are used in our product packaging. In several cases, we have been able to replace the non-recyclable foam with recycled corrugated cardboard, and we are continuing to research alternative materials. This requires engineering design and testing to ensure uncompromised product delivery and quality. Please review the attached HNI 2022 CSR Report or visit https://www.hnicorp.com/social-responsibility for more information.

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### **Diversity Programs**

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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

HNI comprises the brands of Allsteel, Gunlocke, HBF, and HON. HNI maintains various levels of supplier diversity, for both direct and indirect supply chain requirements. At HNI, we recognize the value of offering opportunities to small, minority, woman-owned, SDVOB, HUB, HubZone and other historically disadvantaged businesses that meet our primary objective of unrivaled product quality. HNI actively evaluates global supply sources and their abilities to offer total cost reduction, without sacrifice to our primary objective of supreme product quality. Our philosophy is to select trading partners based on capabilities and essential business criteria. HNI and Allsteel plan to maximize MWBE participation in the OMNIA Region 4 contract by partnering with our local trade partner for services such as project management, design, delivery, installation, and service after the sale. We are confident that the model we propose will be both relevant and authentic based on service level capabilities, proven track record, and strong infrastructure to support this contract. It is our goal to seek true partnerships with diverse suppliers, distributors, and service providers that provide us the opportunity to deliver the best quality, value, and performance. We have dealers with the Small Business, HubZone, SDVOB, MWBE certifications nationwide. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies. There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

65	Minority Women Business Enterprise  ☐ Yes ☑ No				
6	If yes, list certifying agency:  No response				
67	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise  ☐ Yes ☑ No				
68	If yes, list certifying agency:  No response				
69	Historically Underutilized Business (HUB)  ☐ Yes ☑ No				
7	If yes, list certifying agency:  No response				
7	Historically Underutilized Business Zone Enterprise (HUBZone)  ☐ Yes ☑ No				
7 2	If yes, list certifying agency:  No response				
7 3	Other recognized diversity certificate holder  ☐ Yes ☑ No				
7	If yes, list certifying agency:  No response				
75	Contractor Relationships  List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.  Allsteel supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies.				

### Describe how supplier differentiates itself from its competitors.

Allsteel exceeds clients' expectations through collaboration, customer support, sustainability and quality standards, and dedication. Allsteel co-solutions with our unique dealer network to solve for clients' specific business needs in a human-centric way. From specification to installation, we will maintain an open line of communication through a single point of contact, a dedicated resource that focuses on direct customer input to provide customized solutions for specific needs. Exceptional Service? By focusing on creating a unique and memorable experience for every customer, Allsteel gives guidance to help clients make investments that work today and can adapt for tomorrow. Our clients are buying furniture for premium commercial spaces, and we deliver on those complex workplace initiatives. We partner with interior designers and architects to bring creative visions for office spaces to life. Operational Excellence? For more than three decades, HNI has practiced Rapid Continuous Improvement (RCI), a methodology through which we support employee members' efforts to better every area of our business. The agile approach allows us to mitigate supply chain risks and add business value.? HNI offers the RCI process to interested dealers and customers, working with them to identify areas of improvement. Using data and cost information, we select targets, set team goals, and track progress to produce quantifiable results. Advancing Diversity & Inclusion HNI is dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Sustainability At Allsteel, we are focusing our commitment to sustainability by building a better portfolio with better impact that can create a better experience. Humans are at the heart of everything we do, and caring for people is what makes us human. Before we make decisions or act, we start with a question: how can we do better? By designing to do better, we enhance experiences, increase confidence, and help sustain a better world for us all. At Allsteel, ergonomic considerations are primary in our product development process. We strive to develop products with intuitive ergonomics that encourage and support movement throughout the day and are inclusive for all workers. Many of our products go beyond ANSI/BIFMA requirements to cater to the broadest range of users possible and are verified by third-party certifications to support clients' sustainable building goals.

### 7 Litigation, Bankruptcy or reorganization

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Allsteel is a wholly owned subsidiary of the HNI Corporation. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes, and other claims. It is the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

#### **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

No

### Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Allsteel is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. Allsteel was placed on the Excluded Parties List System in error on September 3, 2009. The matter was quickly corrected, and Allsteel was removed from the list on September 10, 2009. The fact that Allsteel was removed from the list after only one week confirms that Allsteel should not have been on the list and is a responsible government Contractor.

#### **Distribution, Logistics**

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Our complete product offering will be on contract. Allsteel manufactures a full line of contract office furnishings, including seating, workspaces, tables, storage, architectural products, and accessories. Task Seating - Whether it's an ergonomic chair for your workspace or private office, an office chair for your home office, or a universal task chair for hoteling workstations, Allsteel's portfolio of task chairs are expertly designed to support your every move. Lounge Seating & Social Collaborative Tables - Curated ancillary settings create dynamic environments for office, healthcare, and higher education spaces. Our collection of lounge chairs, modular sofas, benches and ottomans provide endless configurations to support teams and individuals. Providing comfortable setting promotes conversation, idea sharing, and team building for short-duration interactions or longer, more formal gatherings with a variety of table sizes, shapes, and heights. Workspaces – Systems, Desking, & Benching – Comprehensive workplace solutions that successfully address everyday challenges of the modern workplace. From technology to ergonomics to adaptability, Allsteel's workspace solutions are designed to support the work of individuals, teams, and organizations. Café, Conference, & Collaborative Tables - What you place your work on and where you spend your time working, eating, or taking a meeting should not be overlooked. The Allsteel portfolio of tables addresses the unique challenges of modern workspaces, designed to tackle any problem, from a lack of power sources to the desired flexibility of table-height, and everything in between. Storage - For the things we need, but don't need in front of us. Allsteel's collection of storage solutions allows you to customize the right fit to store the important things, while always giving you space to adapt and grow. Architectural Products - In response to today's modern offices, Allsteel has developed a large collection of architectural solutions, tools, and structures. This allows you to adjust accordingly to new demands and adapt appropriately to today's ever-changing workplace needs. Ergo Accessories & Tools - We believe there is no detail too small, or too large, that can be overlooked. For all the extras we need –such as task lighting, monitor arms, keyboard trays, etc– with the aesthetics we want, there is the expertly curated Allsteel collection of accessories, so that no detail is left untouched. Allsteel authorized dealers have the capability to design and create drawings with the latest furniture design specification software. They are familiar with local codes and can conduct an onsite walk-through of the space to ensure the design meets the end customer's needs and complies with building requirements. In addition, our dealers will work directly with the end user to create a schedule, accommodate any changes within the design plan, work with consultants/architects and provide solutions to issues that may arise. Allsteel has an internal Design team that works directly with our authorized dealers to assist in the creation of design packages that offer our end customers the best overall solution. Our design professionals provide the following services: auditing, value engineering, ergonomic options, 3-D Drawings, complete parts list, product compatibility. Allsteel has an extensive network of certified Authorized Dealers, providing coverage to support our high standards for service and delivery, regardless of geographic location. Our well-trained, dedicated Authorized Dealers are skilled at managing deliveries and installation and providing a full range of services. The staff at each dealership participates in training modules, as well as other on-line training to ensure that the people that specify and sell Allsteel products are knowledgeable. Installers are required to attend and pass product installation certification training in order to be considered 'Certified" installers.

#### 8 Distribution

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.

Allsteel distributes products and services through an extensive network of authorized dealers, providing coverage to support our high standards for service and delivery, regardless of geographic location. We have over 200 dealers and at least 1-2 in every state. Allsteel dealer coverage spans major markets throughout the U.S. including Puerto Rico, Alaska, Hawaii, and Guam. Allsteel has chosen our extensive dealer network based upon our evaluation of the dealer's form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. The staff at each dealership participates in professional training to ensure that the people who specify and sell Allsteel products are knowledgeable. Installers are required to attend and pass product installation certification training in order to be considered certified installers. Our well-trained, dedicated dealer partners are skilled at managing deliveries and installation. Our dealer partners have a full range of services including space planning, design and specification, installation, warehousing, inventory management, asset management, corporate standards programs, ecommerce, buy-back, project management, and customer support services. We refer to our dealers as partners because the relationship is truly a partnership between the manufacturer and the dealer at the local level. This partnership is one of the reasons that Allsteel continues to gain market share. Allsteel supports each dealership with ongoing training, product literature, a customer support team, a dealer development group, and a local Allsteel Account Manager.

#### **Distribution**

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to us. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance with the Master Agreement. Through our authorized dealers: Our dedicated Public Sector team and Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. Allsteel has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and Contract Summary Document. Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible products, based upon order size, discounts, and list prices approved on the contract. Compass allows dealers the ability to create quick and accurate price quotes for customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products - reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact Allsteel directly. Our contract summary document provides our dealers with an overview of the pricing, products, and terms and conditions, including an overview of eligible customers, products approved under our contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum. Through our Government Customer Support Team: Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our end customers and our nationwide network of dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. – 6:00 p.m. Monday through Friday CST. Through Systematic Parameters (Oracle EBS): Allsteel uses an Order Entry system called Oracle EBS. Each participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the agreement. The 4-digit code also aligns with the pricing, product, and terms and conditions of each individual contract ensuring each order receives accurate, real-time, contract pricing. The 4-digit code will support only those products identified as eligible on the contract.

#### Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Allsteel's breadth of products and services, the scale and capability of our manufacturing, and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of products to public agencies nationwide. We will utilize our nationwide network of authorized dealer to supply quoting, ordering, delivery, installation and services. Allsteel enters into an agreement with our authorized dealer based upon the evaluation of their form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. authorized dealers are required to sign commitments that ensure servicing levels, standards, and terms and conditions are maintained. HNI uses truckload, LTL (less-than-truckload) and FedEx to carry deliveries. The carrier pool varies by shipping location. HNI also uses a third-party logistics provider to load plan deliveries, Schneider Logistics.

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#### Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Allsteel is a wholly owned subsidiary of HNI Corporation and maintains its corporate headquarters in Muscatine, lowa, and conducts operations at locations throughout the United States as well as in India and Mexico, which house manufacturing, distribution, and retail operations and offices totaling an aggregate of approximately 11.6 million square feet. Of this total, approximately 3.2 million square feet are leased. In addition, many of our authorized dealers have showrooms where Allsteel furniture can be viewed. Cedartown, GA 555,000 sq ft | Garland, TX 211,000 sq ft | Hickory, NC 210,000 sq ft | 6 locations Muscatine, IA 2,211,000 sq ft | Wayland, NY 750,000 sq ft | Saltillo, MX 540,000 sq ft | Mechanicsburg, PA 252,000 sq ft | Iowa City, IA 300,000 sq ft | Salt Lake City, UT 109,000 sq ft | Ontario, CA 179,544 sq ft

#### Marketing and Sales

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:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- 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.

i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, contract details and contract information published on the Allsteel 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 Allsteel specific trade shows, conferences, and meetings throughout the term of the Master Agreement. Except for the NISP show, attendance at all other Allsteelspecific trade shows, conferences, and meetings as specified shall be at Allsteel's discretion. Allsteel will attend OMNIA Partner shows, summits, conferences, etc. as able based on cost and available personnel. 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 Allsteel. In addition, Allsteel commits to providing 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, Public Sector Internet web-based homepage on Company's website with: • OMNIA Partners, Public Sector standard logo; Copy of original Request for Proposal
 Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing materials; • Electronic link to OMNIA Partners, Public Sector website including the online registration page; and • A dedicated toll-free number and email address for OMNIA Partners, Public Sector. Allsteel will actively market to State, City, and County agencies as well as to Colleges, Universities, and Nonprofit Organizations through the effective use of the OMNIA Region 4 contract. This will be accomplished as follows: Sales Activities 1. Conduct focused selling events targeting new OMNIA customers in every Allsteel region with appropriate BDM's and Dealers 2. Focus selling efforts in specific target regions (such as Texas). Determined by National Sales Manager Government, Regional Managers, and OMNIA Partners/Region 4 3. Attend Regional Summits to increase exposure to Public Agencies in targeted regions Marketing Activities 1. Communicate OMNIA Region 4 Contract award in press release within first 15 days 2. Announce award through Allsteel social media platforms within first 15 days 3. Review trade events that Allsteel should attend with our partners 4. Re-launch OMNIA Partners National Catalog to include OMNIA Region 4 contract info to dealer partners 5. Update single page OMNIA Partners/Allsteel selling sheet 6. Refresh Allsteel info on OMNIA Partners website to link to Allsteel selling materials and Allsteel website 7. Update Allsteel website to include link to OMNIA Partners contract materials and OMNIA Partners website

#### 90-day Plan

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- 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
- 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - •OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement 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

Allsteel will immediately implement the OMNIA Region 4 contract as one of our primary market strategies for Public Agencies nationwide. Our National Sales Manager, Government, will announce the contract award within 10 days of notification to our members, and we will educate our sales teams through the following: Education and Training 1. National launch of contract specifics on monthly field sales calls to include all employees 2. Educate Allsteel field sales member on OMNIA Region 4 Contract 3. Develop a market specific sales plan with our regional managers for dealer partners 4. Train all Public Sector Managers on products and process 5. Leverage our teams of Market Managers, Business Development Managers, and Dealer Sales Representatives to educate clients on advantages of using OMNIA Region 4 Contract 6. Retrain dealer sales representatives to drive business through cooperative purchasing agreements and OMNIA Region 4 Contract

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#### **Transition**

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.

Allsteel will work to position OMNIA Region 4 as one of our premier cooperative agreements. Our government services and higher education programs make it easy and efficient to specify, order, receive, and install the right workplace solutions to meet your office furniture needs today while providing lasting value for years to come. Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We take environmental sustainability into account at every step, from design and manufacturing to use and reuse. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty. Allsteel holds the following cooperative contracts: • Illinois Public Higher Education Cooperative (IPHEC) • OMNIA Partners, Region 4 • NASPO in 11 Western States • Region 14 - NCPA in Texas • Massachusetts Higher Education Consortium (MHEC)

88	Logo 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.  ☑ Yes ☐ No
89	Sales  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:  • Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency • Best government pricing • No cost to participate • Non-exclusive  ✓ Yes  □ No
•	
90	Training  Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:  • Key features of Master Agreement • Working knowledge of the solicitation process • Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners • Knowledge of benefits of the use of cooperative contracts
	☑ Yes □ No
9	Responsibility
1	Provide the name, title, email and phone number for the person(s), who will be responsible for:
	<ul> <li>Executive Support</li> <li>Marketing</li> <li>Sales</li> </ul>

- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Jason Hagedorn Allsteel President hagedornj@hnicorp.com 563-299-3153 | Marketing: Reese Higgins Associate Marketing Manager higginsr@hniworkplacefurnishings.com 585-695-2483 | Sales & Sales Support: Ann Shieder National Sales Manager, Government shiedera@allsteeloffice.com 301-751-3171 Ann will be OMNIA main POC and will engage regional and additional sales support as needed. | Accounts Payable: Holly Van Den Berghe and the Accounts Payable Team will be responsible for the OMNIA contract. accountspayable@hnicorp.com (866) 514-5882 Option 1 | Financial Reporting & Contracts: Cindy Hermann Contract Analyst AllsteelGovContracts@allsteeloffice.com 563-316-9655

### 9 Sales Force

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.

Allsteel is a nationally distributed company with 5 regions. We currently employ over 60 salespersons; please see the number of members per region below: • West: 15 members • Central: 11 members • Midwest: 9 members • Southeast: 16 members • Northeast: 20 members Each region is made up of the following sales members: • Market Managers: focus on dealer distribution and development • Business Development Managers (BDM), Strategic Account Managers (SAM), and National Account Managers: focus on developing new end-user customers (including state agencies and universities and working with our dealer partners to close the sale) • A&D Representatives: focus on A&D firms to develop specifications for Allsteel projects • Resource Managers: manage the Allsteel showrooms throughout the U.S. • Regional Managers: focus on developing their team of sellers to penetrate existing and new clients in a given geographic area Allsteel has a dedicated Public Sector team who are familiar with the OMNIA/Region 4 Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives. Ann Shieder, Government National Sales Manager, is supported by Allsteel's sales, including Brooke Broshears Julien, Leonard Sperandeo, Stephanie Mele, and Tiffany Peebles. Carla Galli, Vice President of Sales, leads the Allsteel sales team to deliver our customers' brand visions, enhance selling capabilities, and accelerate key strategic initiatives. Carla will serve as an executive sponsor ensuring that the team is properly resourced and executing for the OMNIA Region 4 Contract. Jason Hagedorn, Allsteel President hagedorni@hnicorp.com Carla Galli, Vice President of Sales gallic@allsteeloffice.com Ann Shieder, National Sales Manager, Government shiedera@allsteeloffice.comshiedera@allsteeloffice.com Leonard Sperandeo, National Account Manager, Public Sector sperandeol@allsteeloffice.com Brooke Broshears Julien, SAM, Public Sector julienb@allsteeloffice.com Tiffany Peebles, Business BDM, Public Sector peeblest@allsteeloffice.com Stephanie Mele, BDM, Public Sector meles@allsteeloffice.com

### Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The OMNIA Partners contract is a key component of our Public Sector sales strategy and receives the full support of Allsteel leadership. During the term of the Master Agreement, we will manage the overall national program through contractual compliance, monthly and quarterly reports, and the combined efforts of our HNI Contracts and Compliance team and Government Sales Team led by Ann Shieder who supports our OMNIA Partners relationship nationwide. Ann Shieder leads our State/Local and Education sales efforts, manages the OMNIA Partners contract day to day, and ensures it remains a priority for our regional sales teams. Reese Higgins leads our marketing support of the OMNIA contract through website development and promotions. They work with OMNIA Partners sales and marketing teams to ensure the growth of the Region 4/OMNIA Partners contract. At the field level, we will work to develop strong relationships between our teams with monthly calls and marketing campaigns.

### **Program Management**

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.

Allsteel will manage the overall national program through a team of individuals within our government accounts administration team and our dedicated Government Sales Team. This group will oversee the OMNIA Partners agreement to ensure proper client additions, new product additions, promotions, website development/maintenance and reporting on a monthly basis.

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#### **Supplier's Customer List**

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.

Allsteel is wholly-owned by HNI Corporation and HNI does not disclose financial information about its sales by operating company. In fiscal 2023, HNI Corporation had net sales of \$2.4 billion, of which \$1.7 billion was attributable to the workplace furnishings. Federal, state and local government business represent significant sales for HNI Corporation. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

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#### **System Capabilities and Limitations**

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.

HNI continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. HNI utilizes an Oracle ERP Enterprise system to manage its entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR, and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur. Eligible customers can submit their orders directly to Allsteeloffice.com, or our preferred method is through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information prior to order. Dealers can place an order directly through The Community powered by Salesforce, via email, or EDI. Online resources are available to our dealers 24 hours a day, 7 days a week. HNI has a fully integrated order entry platform that allows us to receive and enter purchase orders directly from the participating entity. The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details. Once the order is acknowledged, dealers or customers has access to real-time order status updates. Invoices are created and released at the time of order shipment. Agencies and Dealers both have the capability to monitor and pay invoices within HNI's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

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#### **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

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#### **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

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## **Projected Sales Year Three** Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. Attribute deleted as part of an Addendum 0 **General Terms and Conditions** Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. ✓ I certify compliance with this attribute. **Felony Conviction Notification** State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". Subsection (c) states "this section does not apply to a publicly held corporation". Use the checkbox associated with this item to identify your status as it relates to this legal requirement. Non-Felon - person/owner IS NOT a convicted felon ✓ Not Applicable-firm is a publicly held corporation Felon - person/owner IS a convicted felon

### Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

### Criminal History Records Review of Certain Contract Employees

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity <u>and</u> have or will have direct contact with students. The school entity will be the final arbiter of what constitutes continuing duties and direct contact with students at their school.

✓ I certify compliance with this attribute.

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#### **Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options:

**OPTION A**: My business has NOT been certified as HUB.

**OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

**✓** OPTION A

**✓** OPTION B

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#### **Disclosure of Interested Parties**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- · a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- · any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

#### Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a quest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <a href="https://www.esc4.net/about/about-region-4">https://www.esc4.net/about/about-region-4</a>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

<u>Texas Local Government Code, Section 176</u> Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking: <a href="https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf">https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</a>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

✓ I certify compliance with this attribute.

#### **Entities that Boycott Israel**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

✓ I certify compliance with this attribute.

### **Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

✓ I certify compliance with this attribute.

#### **Firearm Entities and Trade Associations Discrimination**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

<u>APPLICABILITY</u>: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

✓ I certify compliance with this attribute.

### **Energy Company Boycott Prohibited**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

✓ I certify compliance with this attribute.

#### Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

<u>EXCEPTION</u>: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

✓ I certify compliance with this attribute.

### **Open Records Policy**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

✓ OPTION A - No proprietary information

OPTION B - Proprietary information marked

### **Consent to Release Proposal Tabulation**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

✓ I certify compliance with this attribute.

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### **Contracting Information**

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
  - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
  - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.
- ☑ I certify compliance with this attribute.

#### **Anti-Trust Certification Statement**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
- ✓ I certify compliance with this attribute.

#### Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.

✓ I certify compliance with this attribute.

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#### Federal Rule (B) - Termination Conditions

**(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

✓ I certify compliance with this attribute.

### Federal Rule (C) - Equal Employment Opportunity

(C) 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 FR 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."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☑ I certify compliance with this attribute.

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### Federal Rule (D) - Davis Bacon Act/Copeland Act

(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

✓ I certify compliance with this attribute.

### Federal Rule (E) - Contract Work Hours and Safety Standards Act

**(E)** (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

✓ I certify compliance with this attribute.

### Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

**(F)**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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**F**) above.

✓ I certify compliance with this attribute.

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#### Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

**(G)** The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule ( $\mathbf{G}$ ) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule ( $\mathbf{G}$ ) above.

☑ I certify compliance with this attribute.

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### Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☑ I certify compliance with this attribute.

#### Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☑ I certify compliance with this attribute.

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### Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (*J*) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☑ I certify compliance with this attribute.

### Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,

- (2) extend or renew a contract to procure or obtain, or
- (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

✓ I certify compliance with this attribute.

### Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

✓ I certify compliance with this attribute.

### Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- I certify compliance with this attribute.

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#### Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

✓ I certify compliance with this attribute.

### **Federal Rule - Profit Negotiation**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

✓ I certify compliance with this attribute.

#### Federal Rule - Solid Waste Disposal Act

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 Sold 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 CFR Part 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 exceed \$10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

### Federal Rule - Never Contract with the Enemy - 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

### **Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

### **Compliance with the Energy Policy and Conservation Act**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

I certify compliance with this attribute.

Page 40 of 42 pages Vendor: Allsteel LLC 24-01 Addend 1039

#### Indemnification

### **Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

#### <u>Infringements</u>

- a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.
- b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

#### Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity

- a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.
- ✓ I certify compliance with this attribute.

## 1

#### **Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

✓ I certify compliance with this attribute.

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#### **Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

✓ I certify compliance with this attribute.

#### Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☑ I certify compliance with this attribute.

#### Appendix B

#### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### Check one of the following responses:

Ш	Offeror takes no	exceptions to	the terms	and conditions	of the RFP	and draft	Contract.
	(Note: If none are	e listed below,	, it is under	stood that no e	xceptions/de	viations ar	e taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A,	Contractor is prohibited from	Contractor is prohibited from	
Section 10. Adding	authorizing additional distributors or	authorizing a Additional distributors or	
Authorized	dealers, other than those identified	dealers, other than those identified at	
Distributors/Deale	at the time of submitting their	the time of submitting their proposal,	
rs, P.2	proposal, to sell under the Contract	can be added by Contractor to sell	
	without notification and prior	under the Contract without	
	written approval from Region 4 ESC.	notification and prior written approval	
	Contractor must notify Region 4 ESC	from Region 4 ESC. Contractor must	
	each time it wishes to add an	notify Region 4 ESC each time it wishes	
	authorized distributor or dealer.	<del>to add</del> an authorized distributor or	
	Purchase orders and payment can	dealer is added to their dedicated	
	only be made to the Contractor	website. Purchase orders and payment	
	unless otherwise approved by	<del>can only</del> may be made to the	
	Region 4 ESC. Pricing provided to	Contractor or authorized dealer-unless	
	members by added distributors or	otherwise approved by Region 4 ESC.	
	dealers must also be less than or	Pricing provided to members by added	
	equal to the Contractor's pricing.	distributors or dealers must also be	
		less than or equal to the Contractor's	
		pricing.	

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non- Performance or Contractor Deficiency, P.2-3	Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress.	
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency 7 days of receipt of Purchase-Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	

Appendix A, Section 28 Stored Materials, P.6

Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the <del>Contractor</del> party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. Contractor The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance delivery into Region 4 ESC control by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials

Appendix A, Section 30 Indemnity, P.6 Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by arising out of or resulting from the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery final acceptance.

	1	1	
Exhibit A, Section	All transactions, purchase orders,	All transactions, purchase orders,	1
1.1 Requirement,	invoices, payments etc., will occur	invoices, payments etc., will occur	1
P.31	directly between the Supplier and	directly between the Supplier or	1
	each Participating Public Agency	Supplier's Authorized Dealer and each	1
	individually, and neither OMNIA	Participating Public Agency	1
	Partners, any Principal Procurement	individually, and neither OMNIA	1
	Agency nor any Participating Public	Partners, any Principal Procurement	1
	Agency, including their respective	Agency nor any Participating Public	1
	agents, directors, employees or	Agency, including their respective	1
	representatives, shall be liable to	agents, directors, employees or	1
	Supplier for any acts, liabilities,	representatives, shall be liable to	1
	damages, etc., incurred by any other	Supplier or Authorized Dealer for any	1
	Participating Public Agency. Supplier	acts, liabilities, damages, etc., incurred	1
	is responsible for knowing the tax	by any other Participating Public	1
	laws in each state.	Agency. Supplier and/or Authorized	1
		Dealer is responsible for knowing the	1
		tax laws in each state.	1
Exhibit A, Section	Supplier commits the not-to-exceed	Supplier commits the not-to-exceed	i
2.2 Pricing	pricing provided under the Master	pricing provided under the Master	1
Commitment,	Agreement pricing is its lowest available		1
P.34	(net to buyer) to Public Agencies	available (net to buyer) to Public	1
1.54	nationwide and further commits that if a	` , ,	1
	Participating Public Agency is eligible for	_	1
		Agency is eligible for lower pricing	1
	regional or local or cooperative contract,		1
	the Supplier will match such lower	local or cooperative contract, the	1
	pricing to that Participating Public	Supplier will match such lower pricing	1
	Agency under the Master Agreement.	to that Participating Public Agency	1
	, general and the master rigidement.	under the Master Agreement.	1
			1
		Supplier commits that price shall be	1
		equivalent to other cooperative state	1
		and local contracts held by the	1
		Supplier, buying the same product	1
		mix, for the same geographical areas,	1
		under the same terms and conditions.	1

Fee Reporting, P.44

Exhibit B, Section Supplier shall provide OMNIA Partners 13 Administrative with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty constitute a material breach of this (30) days of written notice to Supplier shall be deemed a cause for termination thirty (30) days of written notice to of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 150th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall Agreement and if not cured within Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

Exhibit B, Section Administrative Fee payments are to be

14 Administrative paid by Supplier to OMNIA Partners at Fee Payment, P.44the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Administrative Fee payments are to be OMNIA Partners designated financial institution identified in Exhibit D. Failure (ACH) to the OMNIA Partners to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute provide a payment of the a material breach of this Agreement and Administrative Fee within the time if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. made via Automated Clearing House designated financial institution identified in Exhibit D. Failure to and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not baid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Exhibit F, Federal Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Part 200, P.57	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.	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, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Funds Certifications, Record Retention Requirements for Contracts Involving Federal	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

	<del>_</del>		
	When Participating Agency expends	When Participating Agency expends	
Funds	,	federal funds for any contract	
Certifications,	from this procurement process, offeror	resulting from this procurement	
Certification of	certifies that it will comply with the	process, offeror certifies that it will	
Compliance with	mandatory standards and policies	comply with the mandatory standards	
Energy Policy and	relating to energy efficiency which are	and policies relating to energy	
Conservation Act,	contained in the state energy	efficiency which are contained in the	
P.60	conservation plan issued in compliance	state energy conservation plan issued	
	with the Energy Policy and Conservation	in compliance with the Energy Policy	
	Act (42 U.S.C. 6321 et seq.; 49 C.F.R.	and Conservation Act (42 U.S.C. 6321	
	Part 18).	et seg.; 49 C.F.R. Part 18). It is the	
	·	responsibility of the authorized	
		Participating Agency to notify the	
		offeror if federal funds will be utilized	
		to procure items under the resulting	
		contract and/or purchase order prior	
		to offeror's acceptance of the order.	
Exhibit F, Federal	To the extent purchases are made with	To the extent purchases are made	
Funds	Federal Highway Administration, Federal	with Federal Highway Administration,	
Certifications,	Railroad Administration, or Federal	Federal Railroad Administration, or	
Certification of	Transit Administration funds, offeror	Federal Transit Administration funds,	
Compliance with	certifies that its products comply with all	offeror certifies that when requested	
Buy America	applicable provisions of the Buy America	prior to offeror's acceptance of an	
Provisions, P.60	Act and agrees to provide such	order, offeror will certify whether its	
	certification or applicable waiver with	individual products comply to with all	
	respect to specific products to any	applicable provisions of the Buy	
	Participating Agency upon request.	America Act and agrees to provide	
	Purchases made in accordance with the	such certification or applicable waiver	
	Buy America Act must still follow the	with respect to specific products to	
	· ·	any Participating Agency upon	
	free and open competition.	request. Purchases made in	
	·	accordance with the Buy America Act	
		must still follow the applicable	
		procurement rules calling for free and	
		open competition.	
1	T. Control of the con	for the contract of the contra	

Exhibit F, Federal	The Contractor agrees to comply with 49	The Contractor agrees, that when	
Funds	USC 5323(j) and 49 CFR Part 661, which	requested prior to Contractor's	
Certifications,	provide that federal funds may not be	acceptance of an order, to certify	
Certification of	obligated unless steel, iron and	whether its individual products	
Compliance with	manufactured products used in FTA-	comply with 49 USC 5323(j) and 49	
Buy America	funded projects are produced in the	CFR Part 661, which provide that	
Provisions, (1)		federal funds may not be obligated	
P.60	granted by FTA or the product is subject		
	to a general waiver. General waivers are	ļ:	
	listed in 49 CFR 661.7.A general public	are produced in the United States,	
	interest waiver from the Buy America	unless a waiver has been granted by	
	requirements applies to	FTA or the product is subject to a	
	microprocessors, computers,	general waiver. General waivers are	
	microcomputers, software or other such		
	devices, which are used solely for the	interest waiver from the Buy America	
	purpose of processing or storing data.	requirements applies to	
	This general waiver does not extend to a		
	product or device that merely contains a		
	microprocessor or microcomputer and is	· ·	
		the purpose of processing or storing	
	processing or storing data. Separate requirements for rolling stock are set	data. This general waiver does not extend to a product or device that	
	out at 5323(j)(2)(C) and 49 CFR 661.11.	merely contains a microprocessor or	
		microcomputer and is not used solely	
		for the purpose of processing or	
		storing data. Separate requirements	
		for rolling stock are set out at	
		5323(j)(2)(C) and 49 CFR 661.11.	
		5525()/(2/(6/ 4/14 15 6/ 1/ 552/121.	
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j), and the applicable	acceptance of an order, it will certify	
Certification of	regulations of 49 CFR 661.11.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j), and the applicable	
Provisions,		regulations of 49 CFR 661.11.	
Certificate of			
Compliance, P.60			
Exhibit F, Federal	The proposer hereby certifies that it will	1	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j)(1), and the applicable	acceptance of an order, it will certify	
Certification of	regulations in 49 CFR part 661.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j)(1), and the applicable	
Provisions, Certificate of		regulations in 49 CFR part 661.	
Compliance, P.61			
Compliance, F.01			
Exhibit F, Federal	Offeror agrees that all contracts it	Offeror agrees that all dealer	
Funds	awards pursuant to the Contract shall be	_	
Certifications,	bound by the foregoing terms and	Contract shall be bound by the	
Certification of	conditions.	foregoing terms and conditions.	
Applicability to			
Subcontractors,			
P.62			
			I

Exhibit F, Federal	Purchases made under this contract may	Purchases made under this contract	
Funds	be partially or fully funded with federal	may be partially or fully funded with	
Certifications,	grant funds. Funding for this work may	federal grant funds. Funding for this	
Community	I =	work may include Federal Funding	
-	_ · · · · · · · · · · · · · · · · · · ·	sources, including Community	
	1	Development Block Grant (CDBG)	
		funds from the U.S. Department of	
	Development. When such funding is	Housing and Urban Development.	
		When such funding is provided and	
	terms, conditions and requirements	Offeror is notified prior to order	
	enumerated by the grant funding	placement, Offeror shall comply with	
	source, as well as requirements of the State statutes for which the contract is	all terms, conditions and requirements enumerated by the grant funding	
	utilized, whichever is the more	source, as well as requirements of the	
	restrictive requirement. When using	State statutes for which the contract is	
	Federal Funding, Offeror shall comply	utilized, whichever is the more	
	with all wage and latest reporting	restrictive requirement. When using	
	provisions of the Federal Davis-Bacon	Federal Funding, Offeror shall comply	
	Act. HUD-4010 Labor Provisions also	with all wage and latest reporting	
	applies to this contract.	provisions of the Federal Davis-Bacon	
		Act. HUD-4010 Labor Provisions also	
		applies to this contract.	
	Offeror agrees to comply with all	Offeror agrees to comply with all	
Funds	federal, state, and local laws, rules,	federal, state, and local laws, rules,	
Certifications,	regulations and ordinances, as	regulations and ordinances, as	
Community	applicable. It is further acknowledged	applicable. It is further acknowledged	
1	1	that offeror certifies compliance with	
	provisions, laws, acts, regulations, etc. as specifically noted above.	all provisions, laws, acts, regulations, etc. as specifically noted above and as	
	as specifically floted above.	applicable.	
		аррисавіс.	
Exhibit F, Federal	(Initial Paragraph to this Section)	(Initial Paragraph to this Section)	
Funds	By submitting a proposal, the Supplier is	By submitting a proposal, the Supplier	
Certifications,	accepted these FEMA and Additional	is accepted these FEMA and	
		Additional Federal Funding Special	
	required by the Federal Emergency	Conditions required by the Federal	
		Emergency Management Agency	
Conditions, P.64	federal entities.	(FEMA) and other federal entities,	
		when applicable, federal funding is	
		utilized, and Supplier is notified prior	
		to order placement that the product	
		and services are needed for a disaster	
		or emergency situation.	
Exhibit F, Federal	Federal Requirements	Federal Requirements	
	If products and services are issued in	If products and services are issued in	
	response to an emergency or disaster	response to an emergency or disaster	
	recovery the items below, located in this		
	I	this FEMA Special Conditions section	
	Federal Funds Certifications, are	of the Federal Funds Certifications, are	
		activated and required when	
	funding may be utilized.	applicable, federal funding <del>may be</del> is	
		utilized, and Contractor is notified	
		prior to order placement.	
i de la companya de	•	1	

Exhibit F, Federal	The contractor will include the portion	The contractor will include the portion	
Funds	of the sentence immediately preceding	of the sentence immediately	
Certifications,	paragraph (1) and the provisions of	preceding paragraph (1) and the	
FEMA and	paragraphs (1) through (8) in every	provisions of paragraphs (1) through	
Additional Federal	subcontract or purchase order unless	(8) in every <mark>dealer</mark> subcontract <del>or</del>	
Funding Special	exempted by rules, regulations, or	<del>purchase order</del> unless exempted by	
Conditions, 3.	orders of the Secretary of Labor issued	rules, regulations, or orders of the	
Equal	pursuant to section 204 of Executive	Secretary of Labor issued pursuant to	
Employment	Order 11246 of September 24, 1965, so	section 204 of Executive Order 11246	
Opportunity, Item	that such provisions will be binding	of September 24, 1965, so that such	
8, P.68	upon each subcontractor or vendor. The	provisions will be binding upon each	
	contractor will take such action with	<mark>dealer</mark> subcontractor <del>or vendor</del> . The	
	respect to any subcontract or purchase	contractor will take such action with	
	order as the administering agency may	respect to any <mark>dealer</mark> subcontract <del>or</del>	
	direct as a means of enforcing such	<del>purchase order</del> as the administering	
	provisions, including sanctions for	agency may direct as a means of	
	noncompliance:	enforcing such provisions, including	
		sanctions for noncompliance:	
	Provided, however, that in the event a		
	contractor becomes involved in, or is	Provided, however, that in the event a	
	threatened with, litigation with a	contractor becomes involved in, or is	
		threatened with, litigation with a	
	such direction by the administering	<mark>dealer</mark> subcontractor <del>or vendor</del> as a	
	agency, the contractor may request the	result of such direction by the	
	United States to enter into such	administering agency, the contractor	
	litigation to protect the interests of the	may request the United States to	
	United States.	enter into such litigation to protect	
		the interests of the United States.	
Exhibit F, Federal	Offeror agrees to comply with all terms	Offeror agrees to comply with all	
•	and conditions outlined in the FEMA	terms and conditions outlined in the	
	Special Conditions section of this	FEMA Special Conditions section of	
	solicitation, as applicable.	this solicitation-, as applicable.	
Additional Federal			
Funding Special			
Conditions, Sign-			
Off, P.81			

### **OMNIA Partners Region 4 Education Service Center Discount Matrix**

Furniture, Installation, and Related Services

Products	Tier Discount List per Order	Discount From List
<b>Systems &amp; Universal</b> (Stride Systems, Terrace Systems, Optimize Systems, Align Systems Components, Concensys & Cadence Systems Components, Essentials & Align Pedestals,	\$1-\$100,000	69.5%
Overheads/Shelves, Worksurfaces, Electrical, Undermount Power Module, Accessories, and	\$100,001-\$400,000	71.0%
Cable Management Tray)	\$400,001+	Negotiable
Desking & Benching (Universal Screens, Stride Benching, Stride Desking, Stride Veneer,	\$1-\$100,000	67.0%
Stride Veneer Tiles, Further, Futher Adaptive Supports, Involve, Mural, Fit Gallery Panels,	\$100,001-\$400,000	68.5%
Daybook, Altitude Tables, and Approach)	\$400,001+	Negotiable
Storage (Involve Storage, Radii Storage, Vertical Files, Essentials Metal Storage (Laterals,	\$1-\$100,000	64.0%
Storage Cabinets, Personal Files, Bookcases), Align Metal Storage (Personal Towers,	\$100,001-\$400,000	65.0%
Laterals, Storage Towers, Credenzas, & Lockers))	\$400,001+	Negotiable
<b>Tables &amp; Ergo</b> (Admix Tables, Aware Tables, Aware (Credenzas, Lectern, Markerboards),	\$1-\$100,000	64.0%
Structure Tables, Ergonomic Tools, Wand Lights & Splitty Lights)	\$100,001-\$400,000	64.0%
Structure Tables, Ergonomic Tools, Waria Eights & Spirity Eights)	\$400,001+	Negotiable
	\$1-\$100,000	59.0%
Task Seating (Acuity, Evo, Inspire, Lyric, Mimeo, O6, Pli, Quip, Relate, Seek, & Svelte)	\$100,001-\$400,000	60.0%
	\$400,001+	Negotiable
Social Collaborative (Clarity, Two-Thirds, Retreat, Park by Norm Architects, Conventional	\$1-\$100,000	51.0%
Lounge (Parallel), All Around Tables, Belong Tables, Harvest Tables, Harvest Veneer, Townhall Collection (Rock, Wedge, Peak, Summit, Picnic, & Cloud), Gather Multi-Purpose	\$100,001-\$400,000	54.0%
Seating (Clubhouse, Jetty:Mod, Recharge, Reflect, Rise, Linger, Vicinity, Vicinity Lounge))	\$400,001+	Negotiable
Aughite stored Well- /Asia ashirt/tret	\$1-\$250,000	62.8%
Architectural Walls (Aspect)**/****	\$250,000+	Negotiable
Architectural Walls (Beyond)**/****	\$1-\$250,000	59.8%
Architectural waits (beyond)/	\$250,000+	Negotiable
Gunlocke	\$1-\$250,000	55.6%
Guillocke	\$250,000+	Negotiable

Service	Charge
Basic Installation/Assembly***	Basic Installation will be a minimum of \$90 per hour with a not to exceed maximum charge of \$150 per hour.  Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation
Expanded Installation/Assembly***	Expanded Installation will be a minimum of \$100 per hour with a not to exceed maximum charge of \$350 per hour.  Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor, overtime, and major metropolitan areas.
Minimum Installation/Assembly***	Minimum of \$200 per order may apply

Design	Design Services will be a minimum of \$85 per hour with a not to exceed maximum charge of \$125 per hour.
Reconfiguration	Reconfiguration will be a minimum of \$125 per hour with a not to exceed maximum charge of \$200 per hour.
Project Management	Project Management will be a minimum of \$80 per hour with a not to exceed maximum charge of \$200 per hour.
Storage	Not to Exceed \$5/sq ft/month after 30 days
Inside Delivery	Inside Delivery will be a minimum of \$90 per hour with a not to exceed maximum charge of \$125 per hour.  Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, preapproved access pointand site free and clear for delivery. Minimum charge of \$200.

Enhanced Services	Yes
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### **Architectual Product**

Service	Charge
Basic Installation/Assembly***	Basic Installation will be a minimum of \$90 per hour with a not to exceed maximum charge of \$150 per linear foot.  Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation.
Expanded Installation/Assembly***	Expanded Installation will be a minimum of \$100 per hour with a not to exceed maximum charge of \$350 per linear foot.  Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor, overtime, and major metropolitan areas.
Design	Design Services will be a minimum of \$85 per hour with a not to exceed maximum charge of \$125 per hour.
Reconfiguration	Reconfiguration will be a minimum of \$125 per hour with a not to exceed maximum charge of \$200 per hour.
Project Management	Project Management will be a minimum of \$80 per hour with a not to exceed maximum charge of \$200 per hour.

<sup>\*\*</sup>Due to the extremely custom nature of demountable walls, list prices are part of the CET Designer software.

<sup>\*\*\*</sup>Assembly/Installation costs noted are for normal work hours, non-union wages. Union, prevailing wage, overtime, weekend work, and metropolitan area labor will be negotiated on a case-by-case basis.

<sup>\*\*\*\*</sup>Prices for Allsteel Architectural Walls Product do not include applicable sales taxes or freight. These charges will be listed as separate line items on the quote, purchase order, and invoice, unless otherwise agreed to in writing, and each charge is contingent upon final destination of product. All applicable taxes and freight charges will be added to Allsteel's invoice, and customer agrees to pay the same.

# Allsteel®

# Designed to do more.

We transform workplaces for the better, in a collaborative and human-centric way, by designing for real people and their ambitions.





The way we work is always changing. Together, apart, or somewhere in between, our workplaces—like our work behaviors—are evolving. At Allsteel, we work every day to help transform workplaces for the better. It starts with a focus on collaboration, and it starts with putting people at the center of the experience.

With design methods like Work Geometry, we are bringing a human-centric, researched-backed approach to creating the physical and perceived elements of workplaces.

Offices are for people, and Allsteel's warm modern aesthetic is designed for humans—drawing from organic elements and bringing residential features into the workplace that promote employee wellness, productivity, and retention. We are designing products and workplace solutions for real people and their ambitions.

At Allsteel, we are designed to do more.

# Three Beliefs at the Core of Who We Are

### **HUMAN-CENTRIC**

### Engagement Experience | Sustainability | Work Geometry

Humans are at the heart of everything we do at Allsteel—from our inception to who we are today. The Allsteel brand believes in a human-centric approach. This is evidenced in the way we work with others throughout the entire experience. We put the client in the center of the process and truly understand their needs before creating a plan.

Our sustainability efforts are all focused on doing the right thing for people and the environment. Allsteel is Designed to Do Better with our experiences and our portfolio.

Work geometry is Allsteel's human-centric consideration for your posture, fit, and the tools you use to be productive and comfortable.

### **VERSATILE DESIGN**

### Product + Material Portfolio | Partnership Brands | People + Process

We believe in versatile design. Our solutions are purposely designed to do more than one thing—allowing the client to evolve as the business environment changes.

Our portfolio of products and materials are designed to compliment the architecture, let the professional design intent have a strong presence, and don't overpower the space. Versatile designs allow the client's brand and culture to shine through.

Allsteel's products solve for the versatility that our target clients wants. We have product designs, materials, and partnership brands that are adaptable and meet the needs of the changing workplace. We have created partnerships with key brands to bring the versatility to the solution, meeting the needs of our client. We invest in CET, Parametric Design, and products with a kit of parts—keeping the client in the center of the process.

### CO-SOLUTIONING

### Allsteel Experience Center | Applied Workplace | Solutions Unique Dealer Network

We believe in co-solutioning—this means we don't come to the table with a prescribed solution. Instead, we work alongside our unique dealer network, using research-backed insights to create an application that is best for the client.

Allsteel approaches projects through co-solutioning with our unique dealer network. Through our applied workplace solutions (such as Tailored Products, Workplace Advisory, Product Application), we work together, alongside the dealer and client, to create winning solutions.

Our new Allsteel Experience Center in Fulton Market was designed with the ability to co-solution in mind. We have created new experiences which will allow us to roll up our sleeves and solution alongside the dealer and the client every step of the way.

# Allsteel Product Overview

Allsteel manufactures a full line of contract office furnishings, including seating, workspaces, tables, storage, architectural products, and accessories.

### Seating

We believe seating should unlock a user's productivity the moment they take a seat. The Allsteel seating portfolio is curated to solve for a variety of workplace and ergonomic challenges.

### Workspaces

Comprehensive workplace solutions that successfully address everyday challenges of the modern workplace. From technology to ergonomics to adaptability, Allsteel's workspace solutions are designed to support the work of individuals, teams, and organizations.

### **Tables**

What you place your work on and where you spend your time working, eating, or taking a meeting should not be overlooked. The Allsteel portfolio of tables addresses the unique challenges of modern workspaces, designed to tackle any problem, from a lack of power sources to the desired flexibility of table-height, and everything in between.

### Storage

For the things we need, but don't need in front of us. Allsteel's collection of storage solutions allows you to customize the right fit to store the important things, while always giving you space to adapt and grow.

### **Architectural Products**

In response to today's modern offices, Allsteel has developed a large collection of architectural solutions, tools, and structures. This allows you to adjust accordingly to new demands and adapt appropriately to today's ever-changing workplace needs.

### Accessories

We believe there is no detail too small, or too large, that can be overlooked. For all the extras we need, and the aesthetics we want, there is the expertly curated Allsteel collection of accessories, so that no detail is left untouched.









# Allsteel's Management & Project Approach

Allsteel's Management Approach is designed around six core elements of a project: **Team, Process, Communication, Design Planning, Execution/Implementation, Close Out + Day 2 Service**. Proven through many years and contracts, these core elements position Allsteel and our dealer partners for a successful execution of the contract and an efficient ongoing support system. We place an enormous emphasis on our process and provide a rigorous, planned, and disciplined approach to ensure the success of all. Our goal is to implement an infrastructure that includes experience and knowledge, providing quick access to product and service information while responding to the needs of the OMNIA in the most timely and efficient manner. The Management Approach is based on a centralized administration which creates efficiencies related to design, order preparation, coordination, and delivery planning.

### TEAM

A successful project begins with a clear understanding of your goals. Our dedicated Public Sector team ensures that each member is educated and well-versed in all aspects of the requirements of each project. Allsteel has Public Sector dedicated BDM's in place regionally that are supported by a dealer partner most closely aligned to the territory. Allsteel created this infrastructure to provide quick access to project, product, and service information and allow us to respond to all needs in the most judicious manner. Allsteel offers and requires our dealers to participate in ongoing online training opportunities and instructor-led regional product and specification classes to ensure adequate product knowledge.

### COMMUNICATION

The most important task at this stage is to develop the communication pathway to ensure project success while developing provisions for schedule deviations and risk. Our dealer team supported by their local Allsteel BDM, will minimize risk by communicating lead times, ship dates, and expectations on a regular basis to the project team. Having standards in place for internal processes, understanding the importance of detailed steps, and measuring adherence to those details mitigate risk on projects of all sizes. A detailed task list will be outlined in the customer Project Gantt Chart to highlight deliverables and key milestones. It will also create a project baseline for progress and performance reporting.

### PROCESS

This process involves developing a plan that allows our dealer partner to manage the project scope by defining and controlling the project's constituents. A cross-functional project team is established, initial roles/responsibilities are identified, and technical requirements are reviewed. Our trusted dealer partners will develop, enforce, and maintain a strong Quality Control Plan alongside an extensive network of certified Servicing Partners and other qualified Allsteel dealer partners that provide coverage to support our high standards for service and delivery, regardless of geographic location.

### DESIGN PLANNING

Expert project management and consistent design are key to the success of complex interior projects. Each project goes through extensive assessment, which provides the foundation for flawless execution. Our experienced designers follow a robust design process to include several accuracy checks and manage requests for changes that may be outside the scope of the contract.

Allsteel has an internal Design Solutions team that works directly with our authorized dealers to assist in the creation of design packages that offer our end customers the best overall solution. Our design professionals provide the following services: auditing and specification accuracy, value engineering, ergonomic options, 3-D drawings, complete parts lists, product compatibility, CAD furniture plans, photorealistic renderings to help with visualization, and furniture plan finishes.

# Allsteel's Management & Project Approach

### EXECUTION + IMPLEMENTATION

The Execution and Implementation phase includes order entry, production, delivery, installation, and preparation for closeout of the project.

During production, the Dealer Support team will process and complete any necessary access and security documents and any other regulations. The dealer PM will be on-site regularly to monitor project progress, inspect the quality of furniture installation, and check third-party contractors' work to ensure successful integration of wiring and cabling.

Installation Manager and Project Managers will work with the Allsteel logistics team on packaging efficiencies, site conditions, and optimal communication strategies to ensure optimal delivery and receiving methods. All deliveries will be coordinated through building management to ensure no delays. Prior to delivery and installation, the dealer PM will perform a walk through with the agency representative to jointly note the condition of the facility and areas that require extra protection.

To reduce punch list items, Allsteel will provide a project 'care package' once installation begins, at no cost to the customer. This customized care package includes extra parts, touch up material, or any other items particular to the punch list process. The Project Manager and Installation crew will be conducting ongoing pre-punch walkthroughs and resolve any issues utilizing the punch kit.

We believe that the strong quality assurance measures incorporated into our process reduce overall project risk. At Allsteel, customer satisfaction is measured through a series of Key Performance Indicators (KPIs). These metrics allow us to hold both ourselves and our dealer partners accountable. We create monthly performance matrices that benchmark our client's expectations and measure turn-around and lead time for every order, service, or design request. This data is integrated into an overall scorecard to measure ongoing performance, identify areas of improvement, and implement corrective action.

### CLOSE OUT + DAY 2

The close-out of the customer project is critical to successful move-in and long-term tenant satisfaction. Items completed during the closing process can include but aren't limited to:

- Conduct a formal punch walk-through
- Schedule a final project close-out meeting to ensure completion of all project activities and contractual obligations including post-project review
- Provide on-site user training sessions during the first five days of occupancy
- Submit the final close-out package that includes, but is not limited to, warranty, assembly instructions, maintenance handbooks, and a complete set of detailed as-built drawings with part numbers and a key plan.

We believe that communication is a key component to a successful project. The Allsteel and Dealer Support teams have years of experience with similar projects of this scope and complexity for both commercial and government clients. We are fully prepared to manage concurrent installations on multiple floors, multiple buildings, and multiple sites. Our overall driving vision and standard practices will provide a structure for the total project whilst allowing the flexibility to manage and address the unique complexities at each local level.

# Additional Sustainability

### **Textile Innovations & Sustainability**

PFAS Removal from Standard Finish Offerings

HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

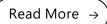
### Sustainability

- We are researching, developing, and testing the following sustainable materials.
- Biobased foam that uses landfill diverted biomass from food processing wastes.
- Recycled PET resin in powdered coated paint.
- Carbon negative materials made from Biochar and woody fiber plants.
- Circular materials made from our products and wastes.



### **2024 DOE Better Projects**

The Better Project Award acknowledges HNI's exceptional achievements in executing energy-efficient initiatives within its manufacturing operations, particularly concerning the optimization of paint booth ovens. Through the addition of air curtains designed by HNI, it was able to reduce oven energy demand by up to 30% per oven while also stabilizing oven temperatures. These improvements help increase efficiency, reduce overall greenhouse gas emissions, and provide a better working environment for members.





### **HNI Product Sustainability**

At HNI, sustainability is more than just a manufacturing practice. We strive to design and build furniture that not only increases your team's productivity, but also protects the natural environment. Our commitments—to lean manufacturing, environmentally conscious product development, responsible sourcing and distribution, and reduced emissions and material waste—drive our practices and reflect our beliefs.

Whether you're looking to educate your team on sustainable best practices or searching for information on environmental standards, we can help. Explore our Ecomedes sustainability site to learn more about our products, how they safeguard you, and the ways they can contribute to LEED and WELL certifications.

HNI ecomedes →

# Contracts & Cooperatives Allsteel Supports

Our government services and higher education programs make it **easy and efficient to specify**, **order**, **receive**, **and install the right workplace solutions** to meet your office furniture needs today while providing lasting value for years to come.

Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We take environmental sustainability into account at every step, from design and manufacturing to use and reuse. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty.

Please click to view current contracts on Allsteeloffice.com.

Allsteel Contracts →

















# DESIGN PUBLIC GROUP

AN HNI BRAND

### **About Us**

The ancillary furniture process can be challenging. Finding products from multiple brands and then communicating, specifying, ordering, and managing the shipments through multiple channels is a lot to manage. With Design Public Group, you get a single source to help you manage all of this.

We partner with hundreds of international, design-focused brands, offering their portfolio of contract grade products to you via our platform and knowledgeable sales team. With DPG, you get exclusive pricing and the ability to specify by brand, product category, budget, and lead times. In addition, we offer architect files and other tools that can seamlessly integrate into your workflow, all on our easy-to-use platform.

### The DPG Benefit



# LARGEST CATALOGUE OF ANCILLARY PRODUCTS

Design Public Group is proud to work with hundreds of international brand partners, offering thousands of SKUs.



# VISIBILITY INTO REAL-TIME SHIPPING

Order tracking for multiple brands on one order is as easy as a click.



# REDUCE THE FRICTION IN ANCILLARY SPECIFICATION

Eliminate the need to work with multiple contacts and purchase orders. At DPG, you have one point of contact and one PO.



### WE ARE CLIENT-CENTRIC

We know there will always be a need for a person on the other end. Our team of contract sellers & client support are always ready to help.

# **DESIGN PUBLIC GROUP**

AN HNI BRAND

## Program Brand Contract Grade Partners







NORR11



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### Pricing

Products offered are 20% off Manufacturers Advertised Price. Pricing does not include dealer installation.

### Warranty

Highlighted Manufacturers 5-year warranty

### **Product**

Wide selection of contract grade product from high-design European manufacturers. Additional brands can be added to the offering based on OMNIA selection.

# **Enhanced Services**

We are excited to introduce Enhanced Services, the ability to order additional services right along with your Allsteel products. We understand that some orders are unique and have special requirements that are not included in our standard services and want to make that an easy process for you. As a result, we are offering two different types of enhanced services. The orderable services will have a fixed fee per purchase order while the service requests are more unique and will require a quote from Customer Support. The ultimate goal for Allsteel's Enhanced Services is to make it easier for you to provide an exceptional experience for your customers while increasing profitability.

Please direct any questions to Customer Support at <a href="mailto:GeneralSupport@hniworkplacefurnishings.com">GeneralSupport@hniworkplacefurnishings.com</a>.

Orderable Services  Customer may order in eOrdering or submit PO  without pre-approval for service	Cost for Service
Lift Gate (Limited to orders less than 250 cubes)	\$250/Order
Proof of Delivery	\$20/Order
Professional Protective Equipment (minimum order size of 250 cubes)	\$50/Order
US Citizen Driver	\$50/Order
Inside Delivery (Limited to orders less than 250 cubes)	\$250/Order
Services Requiring Approval  Customer must receive approval for service before ordering service. In some cases, these services may not be available after order is placed.	Cost for Service
Specific Delivery Date/Time	Actual Charges Apply
Dedicated Truckload Delivery	Actual Charges Apply
Ocean Container	Actual Charges Apply (\$2,000 minimum)
Trailer Length Maximum	Actual Charges Apply
Advanced Clearance	Actual Charges Apply
Carrier Insurance	\$50/Order
Expedited Transit	Actual Charges Apply
Palletization	Actual Charges Apply (\$1,000 minimum)
Special Permits	\$50/Order + Permit Fees

# ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/3/2024	
Date	authorized Signature & Title
	Eric Schroeder

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Allsteel LLC	Contact	Melina Giricoln
	Alisteel LLC		
			Signature
			Melissa Lincoln
			Printed Name
			Public Sector Sr. Program Manager
Address			Position with Company
	600 East 2nd Street		
	Muscatine, IA 52761	Official Authorizing Proposal	SAS
			Signature
			Eric Schroeder
			Printed Name
Phone	(563) 272-4800		Vice President, Finance - HNI Workplace Furnishings
			Position with Company
Fax			

### CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: 2024-1159505 of business. Allsteel LLC Date Filed: Muscatine, IA United States 05/10/2024 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Region 4 Education Service Center Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Solicitation Number RFP 24-01 Furniture, Installation, and Related Services Nature of interest 4 (check applicable) City, State, Country (place of business) Name of Interested Party Controlling Intermediary X Muscatine, IA United States **HNI** Corporation 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION My name is <u>Eric Schroeder</u> \_\_\_, and my date of birth is \_ 52761 USA 600 E 2nd Street Muscatine My address is \_\_\_\_ (city) (zip code) (street) I declare under penalty of perjury that the foregoing is true and correct. on the 3rd day of \_ County, State of Iowa Executed in Muscatine **CINDY HERMANN** Commission Number 756350

Forms provided by Texas Ethics Commission

My Commission Expires
December 26, 2026

ermann

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V4.1.0.e4187d4a

### **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the

Texas Government Code to add Subchapter F, prohibits contracting with business with Iran, Sudan or a foreign terrorist organization identified o Texas Comptroller.	a cor	mpany st prep	engaged in pared by the			
I, Eric Schroeder Vice President Finance	as	an	authorized			
representative of						
Allsteel LLC	1	а	contractor			
engaged by						
Insert Name of Company						
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.						
Also, our company is not listed on and we do not do business with con Texas Comptroller of Public Accounts list of Designated Foreign Terrori at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a> .	mpani sts Oi	es tha rganiz	t are on the ations found			
I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.						
I swear and affirm that the above is true and correct.						
SASS-	6/	3/202	4			

Signature of Named Authorized Company Representative

Date



### CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY) 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

11113 001	undate does not conici rights to the certificate notice in hea or si	ion endorsement(s).	
PRODUCER	Lockton Companies	CONTACT NAME:	
	444 W. 47th Street, Suite 900	PHONE FAX (A/C, No, Ext): (A/C, No):	
	Kansas City MO 64112-1906	E-MAIL ADDRESS:	
	(816) 960-9000 kcasu@lockton.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	100000000000000000000000000000000000000	INSURER A: Arch Insurance Company	11150
INSURED 1062840	ALLSTEEL LLC.	INSURER B: Arch Indemnity Insurance Company	30830
	HNI CORPORATION, PARENT	INSURER C: Everest National Insurance Company	10120
	600 E. 2ND STREET	INSURER D: Travelers Casualty and Surety Co of America	31194
	MUSCATINE IA 52761	INSURER E :	
		INSURER F:	·

 COVERAGES
 CERTIFICATE NUMBER:
 17480750
 REVISION NUMBER:
 XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	INSR ADDLISUBR POLICY EFF POLICY EFF POLICY EXP								
INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X	COMMERCIAL GENERAL LIABILITY	N	N	41GPP1010205 (PREMISES)	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
$ _{A}$		CLAIMS-MADE X OCCUR			41GPP1010305 (PRODUCTS)	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
1	X	\$250,000 DED			,			MED EXP (Any one person)	\$ 10,000
	X	PROD/COMPOPS \$2M SIR						PERSONAL & ADV INJURY	\$ 1,000,000
1	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
1		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	X	OTHER: CONTRACTUAL LIAE	3.						\$
Ą	AUT	OMOBILE LIABILITY	N	N	41CAB1010505	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A	X	ANY AUTO			41CAB1010605	7/1/2023	7/1/2024	BODILY INJURY (Per person)	\$ XXXXXXX
1		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$ XXXXXXX
1		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
	X	\$500,000 DED							\$ XXXXXXX
Α	X	UMBRELLA LIAB X OCCUR	N	N	41UFP1055005 (\$5M)	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 15,000,000
C	X	EXCESS LIAB CLAIMS-MADE			XC8CU00030-231 (\$10M)	7/1/2023	7/1/2024	AGGREGATE	\$ 15,000,000
		DED RETENTION \$							\$ XXXXXXX
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY		N	41WCI1009905 (PA & FL)	7/1/2023	7/1/2024	X PER OTH-ER	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE   T / N	N/A		44WCI1010005 (AOS)	7/1/2023	7/1/2024	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ndatory in NH)	117.7					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER	CANCELLATION

17480750

Omnia Partners c/o Global Risk Management Solutions 5271 California Ave., Suite 290 Irvine CA 92617 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Allsteel®

Limited
Lifetime Warranty

Allsteel's dedication to quality products is one of the ways we show our commitment to our customers.

We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why many of our products are rigorously tested to meet the highest industry standards.

In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel will help fix it.

Because taking care of *people* is how Allsteel takes care of business.

### Limited Lifetime Warranty



Allsteel warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after March 1, 2021, that fails under normal commercial office use, in accordance with the terms of this warranty. For products or components manufactured prior to this date, please contact your Allsteel trade partner for warranty information.

The materials and components listed below are covered according to the following schedule from the date of invoice:

All Allsteel products, materials, and components are covered under the Allsteel Limited Lifetime Warranty, subject to the following exceptions

### 12 YEARS

Veneer and laminate surfaces; wood seating; electrical components; seating controls; pneumatic cylinders; glides; casters; arm caps; foam; all seating mesh not limited to 5 years below; polymer side-chair shells

### 10 YEARS

Beyond® and Aspect™ demountable partitions; painted-wood surfaces; wood-frame seating and lounge products; Altitude® A6 height-adjustable worksurface mechanisms and metal bases purchased after March 1, 2021 (7 years on mechanisms and 10 years on bases prior to this date)

Altitude® A5 and Altitude® A8 height-adjustable worksurface mechanisms and metal bases

### **5 YEARS**

Tablet arm mechanisms; mesh on Quip™, Scout®, and Mimeo®; panel and seating upholstery fabrics; other covering materials; upholstery on tackboards and storage cushions; freestanding LED task lights; Beyond® and Aspect™ moving parts such as door hardware and door mechanisms; monitor arms; keyboard trays; Altitude® Basic height-adjustable worksurface mechanisms and metal bases

### 3 YEARS

Marker board surfaces; upholstery on lounge products; undercabinet LED lights; USB power modules

### 2 YEARS

Keyless electronic locks

### 1 YEAR

Traceless laminates

Allsteel does not warrant:

- Customer's Own Materials (COM) or Customer's Own Laminates (COL)
- Natural variations occurring in wood, leather, or other natural materials, which are inherent to their character and not considered defects

Allsteel Inc.

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allsteeloffice.com Form # A7518.H1 (03/21)

- · Colorfastness of textiles or surface finishes
- · Matching of colors, grains, textures, or edge bands to natural materials such as veneer and leather
- · Damage caused by the carrier in-transit or installer
- Products not installed, used, or maintained in accordance with product specifications, instructions, and warnings
- Modifications or attachments to the product not approved by Allsteel
- Products used for rental purposes
- Beyond® and Aspect™ doors used in suite entry
- Beyond® and Aspect™ customer's own hardware, which is subject to the supplier warranty
- Third-party products acquired through the Tailored Products Group
- Partner, third-party, and other manufacturers' products Allsteel, to the extent possible, will pass through any warranty received with respect to other manufacturers' branded products
- Consumables (e.g. batteries, bulbs, lamps, and ballasts)

This warranty applies only to the original purchaser and is non-transferrable.

Warranty is void if integrated components or features are substituted with non-Allsteel or unauthorized components without previous authorization.

This warranty will not be valid if damage to the product is caused by (1) normal wear and tear over the course of ownership, including puddling and pilling in materials; (2) sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys); (3) extreme environmental conditions; (4) unintended usage or; (5) the use or storage of product in unsuitable environments or conditions.

This warranty applies only to products purchased from authorized Allsteel trade partners and delivered within the United States and Canada. This warranty is valid for unlimited shift usage. Please contact your Allsteel trade partner with any warranty requests.

To the extent allowed by law, Allsteel makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Allsteel will not be liable for any consequential or incidental damages.

### NOTICE TO PURCHASER FOR HOME OR PERSONAL USE

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. However, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty.

# Gunlocke<sup>®</sup>

### 12 YEAR WARRANTY

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in this price list to be free from defects in material and workmanship for a twelve year period from the date of shipment. This 12-year warranty applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

- High wear components such as casters and glides are warrantied for five years after date of shipment to original owner.
- Electrical components are warrantied 10 years from date of manufacture with exception of lamps and ballasts which are not warrantied. This includes Fluorescent Tasklights.
- LED tasklights are warrantied for 3 years from date of shipment to original
- Drawer suspensions are warrantied for lifetime of product after shipment to original owner.
- Personal Corners including covering (leather) are warrantied for three years of single shift and normal use after shipment to original owner.
- Height adjustable electrical components are warrantied for five years of single shift and normal use after shipment to original owner.

Any non-standard material selected by the customer is not warrantied. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

### WOOD FURNITURE

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color.

These finishes do not cover any of the natural characteristics of the wood, including nature's colorations, pitch pockets, and the variations of steambent wood. Merchandise will not be replaced because of these natural variations. It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original owner. Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. Warranty claims may be submitted on the Gunlocke website. https://apps.gunlockeadvantage.com/QualityFeedback/

As stated and illustrated on the website, serial numbers are required to process a warranty claim. No person, firm or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above.

All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.



# Corporate Office & Support Center Locations

The location of the HNI Corporation and Allsteel corporate office is 600 East 2nd Street, Muscatine, IA, 52761.

Allsteel New York Showroom: 257 Park Ave. South 14th Floor New York, NY 10010

Allsteel Boston Showroom: 200 State Street 4th Floor, Suite 4A Boston, MA 02109

Allsteel Chicago Showroom: 345 N Morgan Fulton Market District Chicago, IL 60607

Allsteel San Francisco Showroom: Four Maritime Plaza San Francisco, CA 94111

Allsteel Los Angeles Showroom: 555 South Flower Street Suite 3420 Los Angeles, CA 90071

Many of our dealer partners have showrooms showcasing our product solutions as well. Please see the included dealer list to identify additional showroom locations.

### ALABAMA:

Interior Elements LLC 2320 1st Ave N Ste 110 Birmingham, AL 35203

A-Z Office Resource, Inc 113 Jetplex Cir. Ste A1 Madison, AL 35758

### ALASKA:

Arctic Office Products 100 W Fireweed Lane Corner of Fireweed & 'A' St Anchorage, AK 99503

Juneau Business Interiors 2808 Marsha Ave Juneau, AK 99801

### ARIZONA:

Forward Tilt LLC 6340 E Thomas Rd Ste 200 Scottsdale, AZ 85251

### **ARKANSAS**:

Moser Sales Corporation 601 N 13th St Rogers, AR 72756

L&M Office Furniture 2207 Cantrell Rd Little Rock, AR 72202

### CALIFORNIA:

Cal & Stan Inc. dba Cal Bennett's Inc. 615 North Plaza Dr Visalia, CA 93291

Corporate Business Interiors 3501 Jamboree Rd South Tower, Ste 400 Newport Beach, CA 92660

InsideSource – Sacramento 100 Howe Ave Ste 197 Sacramento CA 95825 InsideSource - Concord 1221 Diamond Way Concord, CA 94520

InsideSource - San Carlos 985 Industrial Rd, Ste 101 San Carlos, CA 94070

InsideSource - San Francisco 2 Embarcadero Ctr Ste R2308 Promenade Level San Francisco, CA 94111

InsideSource - San Jose 300 Park Ave, Ste 150 San Jose, CA 95110

Parron Hall 9655 Granite Ridge Dr, Ste 100 San Diego, CA 92123

Sam Clar Office Furniture 1221 Diamond Way Concord, CA 94520

Westfall Commercial Furniture Inc 444 S. Flower Street, Ste 4280 Los Angeles, CA 90071

### **COLORADO:**

IE Connect 1331 19th St Denver, CO 80202

### **CONNECTICUT:**

Inside Source 401 Merrit 7, Plaza Level Norwalk, CT 06851

W.B. Mason Company 2460 State St Hamden, CT 06517

W.B. Mason Company 151 Woodward Ave Norwalk, CT 06854 W.B. Mason Company 2 Consumers Ave Norwich, CT 06360

W.B. Mason Company 43 N Rd East Windsor, CT 06088

### **DELAWARE:**

Douron 220 Continental Dr, Ste 106 Newark, DE 19713

W.B. Mason Company 113 Interchange Blvd Newark ,DE 19711

### **DISTRICT OF COLUMBIA:**

Henricksen 1725 1st St NW Ste 550 Washington, DC 20006

### FLORIDA:

Align 1 Solutions 1301 E Broward Blvd, Ste 320 Fort Lauderdale, FL 33301

Commercial Design Services 5805 Barry Road Tampa, FL 33634

Commercial Design Services Inc 8172 Baymeadows Way W Jacksonville, FL 32256

Commercial Design Services Inc 640 Douglas Avenue, Ste 1514 Altamonte Springs, FL 32714

Commercial Design Services 508 Capital Circle SE, Unit 508-C Tallahassee, FL 32301

### FLORIDA (CONTINUED):

Compass Office Solutions 3320 Enterprise Way Miramar, FL 33025

W.B. Mason Company 1673 Mason Ave Daytona Beach, FL 32117

W.B. Mason Company 11741 Phillips Hwy Jacksonville, FL 32256

W.B. Mason Company 10801 NW 103rd St Miami, FL 33178

W.B. Mason Company 2405 Commerce Park Dr Orlando, FL 32819

W.B. Mason Company 9945 Currie Davis Dr Tampa, FL 33619

Emerald Coast Office Products Inc 3355 Copter Rd Ste 3 Pensacola, FL 32514

### **GEORGIA:**

Interior Environments Atlanta LLC 3344 Peachtree Rd NE Ste 800 Atlanta, GA 30326

Malone Office Environments 1345 Thirteenth Ave Columbus, GA 31901

Office Creations Inc 5250 Brook Hollow Pkwy Norcross, GA 30071

### HAWAII:

Infinium Interiors 850 Mililani St Fl 2 Honolulu, Hl 96813

### **IDAHO:**

IE Connect LLC 1290 W Myrtle St Ste 160 Boise, ID 83702

### **ILLINOIS:**

Henricksen 121 W Wacker Dr Ste 1450 Chicago, IL 60601

Henricksen 1101 West Thorndale Avenue Itasca, IL 60143

Henricksen 401 SW Water Street, Ste 205 Peoria, IL 61602

Henricksen 716 E Empire St Ste 2 Bloomington, IL 61701

Midwest Office Interiors 10330 Argonne Woods Dr, Ste 600 Woodridge, IL 60517

Stocks Business Furniture Inc. 602 South Country Fair Drive Champaign, IL 61821

The Ellison Group 5802 N Washtenaw Ave Chicago, IL 60659

### INDIANA

RJE Interiors Inc. 621 E Ohio St Indianapolis, IN 46202

### **IOWA**:

All Makes Office Equipment 500 E Court Ave, Ste 150 Des Moines, IA 50309

Office Elements 1102 Historic 4<sup>th</sup> Street Sioux City, IA 51101 Office Elements 1280 N Lake Ave, Ste 1 Storm Lake, IA 50588

Office Elements 1401 South Harrison, Unit 3 Mason City, IA 50401

Paragon Commercial Interiors 1559 Grant St Ste 101 Bettendorf, IA 52722

### KANSAS:

Spaces Inc 14950 W 86<sup>th</sup> St Lenexa, KS 66215

### **KENTUCKY:**

Munson Business Interiors Inc 2307 River Rd Ste 100 Louisville, KY 40206

### LOUISIANA:

General Office Supply 3045 W Pinhook Rd Lafayette, LA 70501

General Office Supply Company 320 7th St Lake Charles, LA 70601

General Office Supply 6265 Benefit Dr Ste A Baton Rouge, LA 70809

### MAINE:

Union Office Interiors 635 Eastern Ave Augusta, ME 04330

W.B. Mason Company 188 Waters St Augusta, ME 04330

W.B. Mason Company 78 Rice St Bangor, ME 04401

### MAINE (CONTINUED):

W.B. Mason Company 106 Pine Tree Industrial Pkwy Portland, ME 04102

### MARYLAND:

Douron 10 Painters Mill Rd Owings Mills, MD 21117

Office Images 2099 Gaither Rd, Ste 130 Rockville, MD 20850

Enterprise Furniture Consultants 111 Water St Ste 210 Baltimore, MD 21202

W.B. Mason Company 9420 Gerwig Way Columbia, MD 21046

W.B. Mason Company 1280 Landing Ln, Ste 5 Westminster, MD 21157

### MASSACHUSETTS:

Total Office Interiors 129 Portland St Boston, MA 02214

Union Office Interiors 226 Andover St Wilmington, MA 01887

W.B. Mason Company 647 Summer St Boston, MA 02127

W.B. Mason Company 59 Centre Street Brockton, MA 02303

W.B. Mason Company 55 Falmouth Rd Hyannis, MA 02601 W.B. Mason Company 272 W Cummings Park Woburn, MA 01605

W.B. Mason Company 1455 Concord St Framingham, MA 01701

W.B. Mason Company 121 1/2 Wells St Greenfield, MA 01301

### MICHIGAN:

Interior Environments 48700 Grand River Ave Novi, MI 48374

Interstate Office Interiors 5116 S Sprinkle Rd Portage, MI 49002

Kentwood Office Furniture Inc. 3063 Breton Rd SE Grand Rapids, MI 49512

### MINNESOTA:

Cooper Office Supply 102 E Lincoln Ave Fergus Falls, MN 56537

Henricksen 800 Washington Ave N Ste 200 Minneapolis, MN 55401

### MISSISSIPPI:

Interior Elements LLC 830 Wilson Dr, Ste A Ridgeland, MS 39157

### MISSOURI:

Benchmark Office Solutions, dba Samco Business Prod. 3612 W Truman Blvd Jefferson City, MO 65109 Modern Business Interiors LLC 1023 Portwest Dr St Charles, MO 63303

### MONTANA:

Office Solutions & Services (OS2) 1020 North Ave West Montana Ofc Machines of Missoula Missoula, MT 59801

### **NEBRASKA:**

All Makes Office Equipment 3333 O St Lincoln, NE 68510

All Makes Office Equipment 2558 Farnam St Omaha, NE 68131

### **NEVADA:**

Westfall Commercial Furniture 3930 Howarrd Hughes Pkwy 5<sup>th</sup> FL Las Vegas, NV 89169

### **NEW HAMPSHIRE:**

W.B. Mason Company 8001 S Willow St Manchester, NH 03103

### **NEW JERSEY:**

Business Environments LLC 1751 Route 10 E Morris Plains, NJ 07950

Casey's Executive Interiors 152 Route 22 West Green Brook, NY 08812

W.B. Mason Company 151 Heller Place Bellmawr, NJ 08031

W.B. Mason Company 21 Commerce Dr Egg Harbor Twp, NJ 08234

### **NEW JERSEY (CONTINUED):**

W.B. Mason Company 535 Secaucus Rd Secaucus, NJ 07094

W.B. Mason Company 21 Commerce Dr South Brunswick, NJ 08512

### **NEW MEXICO:**

Beck Total Office Interiors 9600 San Mateo Blvd NE Albuquerque, NM 87113

### **NEW YORK:**

Davies Office Refurbishings, Inc. 40 Loudonville Rd Albany, NY 12204

Henricksen 1040 Ave of the Americas, 22nd Floor New York, NY 10018

InsideSource Northeast 9 East 38th St 10th Floor New York, NY 10016

Mid City Office Equipment Inc 2495 Main Street, Ste 240 Buffalo, NY 14214

Syracuse Business Center Inc, The 750 W Genesee St Syracuse, NY 13204

W.B. Mason Company 29 Mill St Albany, NY 12204

W.B. Mason Company 1160 Commerce Ave Bronx, NY 10462 W.B. Mason Company 53 West 23rd St, 10th Floor New York, NY 10010

W.B. Mason Company 2855 Broadway Cheektowaga, NY 14227

W.B. Mason Company 90 Nicon Ct Hauppauge, NY 11788

W.B. Mason Company 12 Jeanne Dr Newburgh, NY 12550

W.B. Mason Company 22 Veterans Lane Plattsburg, NY 12901

W.B. Mason Company 45 Vantage Point Dr, Bldg L Rochester, NY 14624

W.B. Mason Company 137 Main St Southampton, NY 11968

W.B. Mason Company 1200 State Fair Blvd Syracuse, NY 13209

W.B. Mason Company 9396 River Rd Marcy, NY 13403

W.B. Mason Company 150 Factory St Watertown, NY 13601

W.B.Mason Company 379 Broad St Waverly, NY 14892

### NORTH CAROLINA:

Interior Elements LLC 800 West Hill St, Ste 404 Charlotte, NC 28208

Interior Elements LLC 1111-200 Haynes St Raleigh, NC 27604

Herald Office Solutions 127 W Columbus St Whiteville, NC 28472

### OHIO:

Dupler Office 330 West Spring St, Ste 150 Columbus, OH 43215

Environments 4 Business 1400 W 10<sup>th</sup> St Cleveland, OH 44114

Environments 4 Business 3421 Ridgewood Rd, Ste 270 Fairlawn, OH 44333

RJE Interiors Inc 623 Broadway St Cincinnati, OH 45202

FriendsOffice 2300 Bright Rd Findlay, OH 45840

FriendsOffice 4604 Salem Ave Dayton, OH 45416

W.B. Mason Company 12985 Snow Rd Parma, OH 44130

### **OKLAHOMA:**

L&M Office Furniture 12424 E 55<sup>th</sup> St Tulsa, OK 74146

Wilsonbauhaus Interiors 426 E 4<sup>th</sup> St Tulsa, OK 74120

### OREGON:

Environments 2055 NW Savier St Ste 175 Portland, OR 97209

### PENNSYLVANIA:

Benjamin Roberts LTD 119 S Tree Dr Lancaster, PA 17603

COFCO, A Henricksen Co. 2200 N American St Philadelphia, PA 19133

Henricksen 1601 Cherry St Ste 1610 Philadelphia, PA 19102

HiTouch Business Services 1817 Banksville Road Pittsburgh, PA 15216

Nittany Office Equipment 1207 S Atherton St State College, PA 16801

Office Service Company 1009 Tuckerton Ct Reading, PA 19603

Stone Office Equipment Inc 321 Pear St Scranton, PA 18505

W B Mason Company 9506 966 Postal Rd #100 Allentown, PA 18109 W B Mason Company 1640 E Pleasant Valley Blvd Altoona, PA 16602

W B Mason Company 1809 Pittsburgh Ave Erie, PA 16502

W B Mason Company 20 Ave C Leetsdale, PA 15056

W.B. Mason Company 1819 John F Kennedy Blvd, Ste 226 Philadelphia, PA 19103

W.B. Mason Company 123 Green Tree Rd Phoenixville, PA 19460

W.B. Mason Company 1751 Lincoln Highway North Versailles, PA 15137

W.B. Mason Company 110 S Beeson Ave Uniontown, PA 15401

W.B. Mason Company 3215 Espresso Way York, PA 17406

### **RHODE ISLAND:**

W B Mason Company 99 Bald Hill Rd #11 Cranston, RI 02920

### **SOUTH CAROLINA:**

Herald Office Solutions 832 Wade Hampton Blvd Greenville, SC 29609

Herald Office Solutions 3250 Tile Dr Charleston, SC 29405 Herald Office Solutions 127 Chesterfield Hwy Cheraw, SC 29520

Herald Office Solutions 801 N. Cashua Dr Florence, SC 29501

Herald Office Solutions 736 Broad St Sumter, SC 29150

Herald Office Solutions 909 Broadway St Myrtle Beach, SC 29577

Herald Office Solutions 90 N Shorecrest Rd, Ste A Columbia, SC 29209

Interior Elements LLC 1940 Algonquin Rd #104 Charleston, SC 29405

Interior Elements, LLC 1122 S Main St, Unit A Greenville, SC 29601

### **SOUTH DAKOTA:**

Office Elements 112 S Phillips Ave Ste 100 Sioux Falls, SD 57104

### **TENNESSEE:**

Synergy Business Environments 651 E 4<sup>th</sup> St Ste 200 Chattanooga, TN 37403

Synergy Business Environments 555 West Jackson Ave, Ste 303 Knoxville, TN 37902

Synergy Business Environments 800 6th Ave South, Ste 200 Nashville, TN 37203

### **TENNESSEE (CONTINUED):**

Henricksen 110 E 7<sup>th</sup> St Ste 102 Chattanooga, TN 37402

Henricksen 1030 16<sup>th</sup> Ave S Ste 101 Nashville, TN 37212

### **TEXAS:**

Beck Total Office Interiors 4731 Ripley Dr Ste C El Paso, TX 79922

Broussard Group 4985 Eisenhauer RD, Ste 103 San Antonio, TX 78219

CORE OFFICE INTERIORS 10300 Metric Blvd, Ste 200 Austin, TX 78758

CORE OFFICE INTERIORS 7108 Old Katy Road, Ste 150 Houston, TX 77024

CORE OFFICE INTERIORS 816 Camaron St Ste 106 San Antonio, TX 78212

Henricksen 2908 Maravillas Loop Austin, TX 78735

Plano Office Supply 1405 E PLANO PARKWAY Plano, TX 75074

Total Office Solutions 216 Schroeder Dr Waco, TX 76710

Wilsonbauhaus Interiors 1341 W Mockingbird Ln, Ste 1100W Dallas, TX 75247

Wilsonbauhaus Interiors 2343 Walnut Hill Ln Dallas, TX 75229 Wilson Office Interiors 5051 Pulaslki Hill LN Dallas, TX 75247

Wilton's Officeworks 181 N Earl Rudder Fwy Bryan, TX 77805

### UTAH:

Workspace Elements 3003 S Highland Dr Salt Lake City, UT 84106

### **VERMONT:**

W.B. Mason Company 805 Center Street Lyndonville, VT 05851

W.B. Mason Company 68 Nesti Dr South Burlington, VT 05403

### VIRGINIA:

Bassett Office Supply 2266 Fairystone Park Highway Bassett, VA 24055

The Supply Room 8006 West Broad Street Richmond, VA 23294 The Supply Room 1356 London Bridge Rd Virginia Beach, VA 23453

The Supply Room 14140 N Washington Hwy Ashland, VA 23005

Ball Office Products 2100 Westmoreland St Richmond, VA 23230

W.B. Mason Company 1620 S Loudoun St Winchester, VA 22601

Workplace Solutions Inc 317 Village Rd, Ste 103 Virginia Beach, VA 23454

### **WASHINGTON:**

Tri County Office Interiors 1205 Commercial St Bellingham, WA 98225

### WISCONSIN:

Eau Claire Business Interiors 2224 Mercantile Dr Eau Claire, WI 54703

Henricksen 3070 Gateway Rd Brookfield, WI 53045

Henricksen 2530 Winnebago St Madison, WI 53704

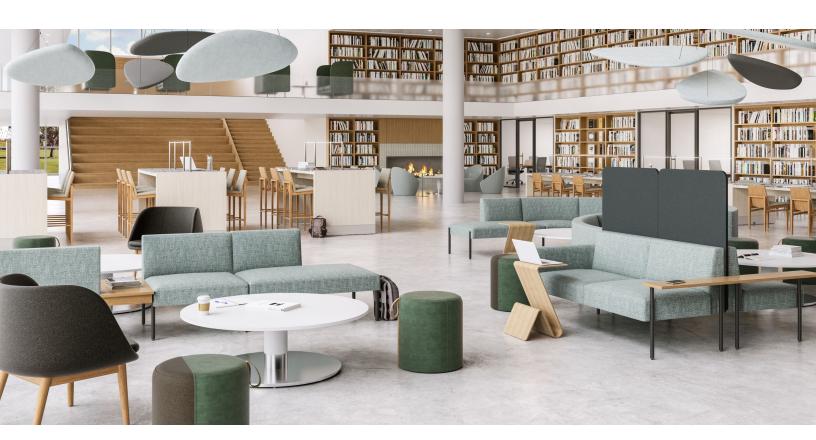
### **GUNLOCKE ONLY DEALERS**

Bold Pilot LLC 6804 Virginia Manor Rd Beltsville, MD 20705

EvensonBest LLC 641 6th Ave #6 New York, NY 10011

MOI Inc. 1801 Porter St, Suite 100 Baltimore, MD 21230

Price Modern LLC 2604 Sisson St. Baltimore, MD 21211



### Exhibit F 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.

Version March 19, 2024

**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 \$250,000, 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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

## 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at  $\underline{52.204-26}$ , Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at  $\underline{52.212-3}$ , Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at  $\underline{52.204-26}$ , or in paragraph (v)(2)(ii) of the provision at  $\underline{52.204-26}$ , or in paragraph (v)(2)(iii) of the provision at  $\underline{52.204-26}$ .

#### (a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

#### (b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<a href="https://www.sam.gov">https://www.sam.gov</a>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
  - (d) Representation. The Offeror represents that—
- (1) It □ will, ★ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It  $\Box$  does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
  - (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.
  - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
  - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

#### (b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

#### (d) Reporting requirement.

or

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 offero

(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 offero
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(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.

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Does offeror agree? YES		Initials of Authorized Representative of offero
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(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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 offero
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(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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### 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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.

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 when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to 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. Additionally:

- (1) The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

#### **CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(i)

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

OR

#### Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES:

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

## CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH) Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. Check for YES:

#### OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)	
The proposer hereby certifies that it cannot comply with the requirem	ents of 49 U.S.C. 5323(j), but it may qualify for an
exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as ame Check for YES: □	ended, and the applicable regulations in 49 CFR 661.7.
Does offeror agree? YES	Initials of Authorized Representative of offero
Offeror's Name: Allsteel LLC	
Address, City, State, and Zip Code: 600 E Second St. Muscatine, IA 5	2761
Phone Number: <u>563-272-4800</u>	
Fax Number: N/A	
Printed Name and Title of Authorized Representative: <u>Eric Schroeder</u> -	Vice President Finance, HNI Workplace Furnishings
Email Address: allsteelgovcontracts@allsteeloffice.com	
Signature of Authorized Representative:	

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

#### 7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

Version March 19, 2024

Date: \_\_\_\_\_6/6/2024

(ii)

- (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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#### COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES	Initials of Authorized Representative of offeron
	ocal laws, rules, regulations and ordinances, as applicable. liance with all provisions, laws, acts, regulations, etc. as
Offeror's Name: _Allsteel LLC	
Address, City, State, and Zip Code: 600 E Second St., Muscatine, IA 52761	
Phone Number: <u>563-272-4800</u> N/A	Fax Number:
Printed Name and Title of Authorized Representative:  Eric Schroeder - Vice President Finance, HNI Workplace Fu	urnishings
Email Address: allsteelgovcontracts@allsteeloffice.com	
Signature of Authorized Representative:	Date:

#### FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

#### Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7 c. Applicable prevailing wage laws, regulations, and executive orders

#### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Bid Guarantee**

For proposals that are to include <u>construction/reconstruction/renovation</u> and <u>related services</u>, <u>bids must be</u> accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

#### Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding may beis utilized, and Contractor is notified prior to order placement.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

#### **1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

#### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- **a.** <u>Standard</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. <u>See 2</u> C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

#### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- **a.** <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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
  - C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

#### **b.** Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- **c** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- **(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- **(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor—or vendor. The contractor will take such action with respect to any dealer subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor er vender as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- **b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- **c** Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
- iii. 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").

<u>Suggested Language</u>. The following provides a sample contract clause: Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- Additionally, contractors are required to pay wages not less than once a week.

#### 5. COPELAND ANTI-KICKBACK ACT

- **a.** Standard. Recipient and subrecipient contracts must 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").
- **b.** Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

#### Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

#### 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

#### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
- \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

#### & CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- <u>Standard</u>. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- **b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- **c** <u>Suggested Language</u>. The following provides a sample contract clause.

#### Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 9. DEBARMENT AND SUSPENSION

- a <u>Standard</u>. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
  - **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **c** Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at <a href="https://www.sam.gov.see.2">www.sam.gov.see.2</a> C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 2. The contract requires the approval of FEMA, regardless of amount.
  - 3. The contract is for federally-required auditservices.
  - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10. BYRD ANTI-LOBBYING AMENDMENT

- Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c Suggested Language.

#### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Allsteel LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings
Name and Title of Contractor's Authorized Official
CICIODO
6/6/2024
Date

#### 11. PROCUREMENT OF RECOVERED MATERIALS

- a <u>Standard</u>. 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. <u>See\_2</u> C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- <u>Applicability</u>. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

#### d Suggested Language.

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

<u>Applicability</u> For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

#### 13. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv.In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### 15. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

#### 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
  - fraudulent claims for payment to the federal government. <u>See\_DHS</u> Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Conditions section of this solicitation, as applicable.
Offeror's Name: Allsteel LLC
Address, City, State, and Zip Code: 600 E Second St., Muscatine, IA 52761
Phone Number: <u>563-272-4800</u> Fax Number: <u>N/A</u>
Printed Name and Title of Authorized Representative: <u>Eric Schroeder - Vice President Finance, HNI Workplace Furnishings</u>
Email Address: allsteelgovcontracts@allsteeloffice.com
Signature of Authorized Representative:
Date: 6/6/2024

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special

#### Exhibit G New Jersey Business Compliance

#### **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 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 RFP. 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	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

<u>STATEMENT OF OWNERSHIP DISCLOSURE</u>
<u>N.J.S.A.</u> 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:	Allsteel LLC	
Organization Address:	AAA F A	
	that represents the type of business organization:	
Non-Profit Corporation	(skip Parts II and III, execute certification in Part IV)	
For-Profit Corporation	on (any type) 🔼 Limited Liability Company (LLC)	
Partnership L	imited Partnership Limited Liability Partnership (LLP)	
Other (be specific): _		
Part II		
10 percent or more own a 10 percent or	ins the names and addresses of all stockholders in the corporation who own of its stock, of any class, or of all individual partners in the partnership who greater interest therein, or of all members in the limited liability company who greater interest therein, as the case may be. (COMPLETE THE LIST ECTION)	
	OR	
individual partner in	in the corporation owns 10 percent or more of its stock, of any class, or no the partnership owns a 10 percent or greater interest therein, or no member company owns a 10 percent or greater interest therein, as the case may be.	
(Please attach additional sl	heets if more space is needed):	
Name of Individual or Entity	Business Home Address (for Individuals) or Business Address	
HNI Corporation (indirect parent is publicly traded) See p.72 of the Proxy at https://c	t entity which 600 E Second St.  Muscatine, IA 52761  d18rn0p25nwr6d.cloudfront.net/CIK-0000048287/82500763-7a88-489f-b0f6-3e9f8f901ade.	pdf
State Farm Insurance Compani (Shareholder holding 10% or gr interest in HNI Corp)	es One State Farm Plaza	

100 Vanguard Boulevard

Malvern, PA 19355

New York, NY 10055

55 East 52nd St.

Version March 19, 2024

or greater interest in HNI Corp)

The Vanguard Group, Inc. (Shareholder

holding 10% or greater interest in HNI Corp)

BlackRock, Inc. (Shareholder holding 10%

	2

## <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filin	g Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and	Home Address (for Individuals) or Business Address
Corresponding Entity Listed in Part II	
N/A	

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eric Schroeder	Title:	Vice President, Finance
--------------------------------------	--------	-------------------------

Signature: Date: 6/3/2024

#### DOC #2

#### **NON-COLLUSION AFFIDAVIT**

STANDARD BID DOCUMENT REFERENCE			
	Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAVIT		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15		
Instructions Reference:	Statutory and Other Requirements VII-H		
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.		

#### **NON-COLLUSION AFFIDAVIT**

State of New Jersey					
County of	SS:				
I, Eric Schroeder	residing in (name of affiant)				
(name of municipality)					
in the County ofMuscatine	o				
full age, being duly sworn according to law	on my oath depose and say that:				
Law Mas Dravidant Finance	of the firms of Alletest LLO				
I am Vice President, Finance (title or position)	of the firm of Allsteel LLC				
(title of position)	(maine of min)				
	the bidder making this Proposal for the bid				
entitled OMNIA Region 4 RFP 24-01 (title of bid proposal)	, and that I executed the said proposal with				
	not, directly or indirectly entered into any agreement,				
participated in any collusion, or otherwise t	taken any action in restraint of free, competitive biddin				
in connection with the above named project	et; and that all statements contained in said proposal				
and in this affidavit are true and correct, an	nd made with full knowledge that the				
OMNIA Region 4 RFP 24-01 relies upon	the truth of the statements contained in said Proposal				
(name of contracting unit)	identific according the contract for the said musical				
and in the statements contained in this arm	davit in awarding the contract for the said project.				
I further warrant that no person or selling a	agency has been employed or retained to solicit or				
요즘 그리아 아니아 아니는 그 나는 어떻게 보고 있다면 하는데 아니는데 나를 하는데 그를 하는데 아니는데 그를 하는데 하는데 그를 하는데 하는데 그를 하는데 하는 그래요?	or understanding for a commission, percentage,				
	fide employees or bona fide established commercial of				
selling agencies maintained by					
Subscribed and sworn to	110				
	J'AX)				
before me this day	11/19				
	Signature Eric Schroeder				
	Vice President, Finance				
June 3, 2024	,				
Cindy Hermann	_*				
(Type or print name of affiant under signature	e)				
Cindy Hermann					
(Type or print name of affiant under signature indy Hermann Notary public of State of Iowa					
My Commission expires $\frac{12/24/2024}{}$	<u>-</u>				
(Seal)					
CINDY HERMANN					
Commission Number 756350 My Commission Expires					
70W December 26, 2026					

#### DOC#3

#### AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:	Allsteel LLC	
Street:	600 E Second St.	
City, State, Zip Code:	Muscatine, IA 52761	

#### **Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's 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 proposal:

 A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4:

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### 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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

6/3/2024

Authorized Signature and Title

Eric Schroeder - Vice President, Finance

## DOC #3, continued P.L. 1995, c. 127 (N.J.A.C. 17:27) ATORY AFFIRMATIVE ACTION LANGUA

# 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

Version March 19, 2024

Eric Schroeder - Vice President, Finance

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2022 to 15-Aug-2025

ALLSTEEL INC.
2210 SECOND AVENUE
MUSCATINE

IA 52761

ELIZABETH MAHER MUOIO

State Treasurer

#### **DOC #4**

#### 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 <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. 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 <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html</a>). 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.

#### DOC #4, continued

### 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:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o 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."

Version March 19, 2024

#### 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	-1	lendor I	Information
	_ \		

Vendor	Name:	Allsteel LLC				
Address	:	600 E Second St.				
City:	Musca	tine	State: IA	Zip:	52761	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

SA	Eric Schroeder	Vice President, Finance	
Signature	Printed Name	Title	
Gignature	T Timed Traine	THO	

# 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
N/A			\$
	10		
		_	
20			

Check here in	the information	is continued	on subsequent	page(s)
---------------	-----------------	--------------	---------------	---------

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### DOC #4, continued

# 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 Busine	ess:		
The state of the s	the list below contains the names are of the issued and outstanding stoo OR		
I certify that undersigned	no one stockholder owns 10% or m	nore of the issued	and outstanding stock of the
Check the box t	that represents the type of busir	ness organizatio	on:
Partnership	Corporation	Sole Proprietors	hip
Limited Partn	nership X Limited Liability Corp	oration  Li	mited Liability Partnership
Subchapter S	3 Corporation		
Sign and notariz	ze the form below, and, if necessa	ary, complete the	e stockholder list below.
	HNI Corporation (indirect parent	Name: Stat	e Farm Insurance Companies
	entity which is publicly traded)	(hole	ds 10% or greater interest in HNI)
Home Address:	600 E Second St. Muscatine, IA 52761	Home Address:	One State Farm Plaza Bloomington, IL 61710
Name:	The Vanguard Group, Inc. (holds 10% or greater interest in HNI)	Name:	BlackRock, Inc. (holds 10% or
Home Address:	100 Vanguard Blvd.	Home Address:	greaters interest in HNI)
	Malvern, PA 19355		55 East 52nd St. New York, NY 10055
Name:		Name:	
Home Address:		Home Address:	-
			16
June , 202		DA	(Affiant)
(Notary Public)	Tindy Hermann		er - Vice President, Finance
My Commission ex	epires: 12/26/2026	*	came & title of affiant)  Corporate Seal)
S Comm	NDY HERMANN nission Number 756350 Commission Expires ecember 26, 2026		

Version March 19, 2024

# **DOC #6**



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services VENDOR NAME: Allsteel LLC
Pursuantto N.J.S.A. 52:32-57, etseq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Vendors/Bidders must review this list prior to completing the below certification. If the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.
CHECK THE APPROPRIATE BOX
X I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.
<u>OR</u>
I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
Entity Engaged in Investment Activities  Relationship to Vendor/ Bidder  Description of Activities
Ouration of Engagement Anticipated Cessation Date Attach Additional Sheets If Necessary.
the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to he best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to he information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) esulting from this certification void and unenforceable.    Cartification   Cartification
Eric Schroeder - Vice President, Finance Print Name and Title
MAMR3H YOMO DPP Rev. 12.13.2021

Version March 19, 2024

**DOC #7** 

Office Number 75 5 10 My Contribution Exches December 26, 2026

#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (<u>L. 2022, c. 3</u>) any person or entity (hereinafter "Vendor<sup>ia</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A.	That the Vendor is not identified on the OFAC Specially Designa Russia and/or Belarus.	ted Nationals and Blocked Persons list on account of activity related to
	<u>OR</u>	
В.	That I am unable to certify as to "A" above, because the V and Blocked Persons list on account of activity related to Rus	endor is identified on the OFAC Specially Designated National sia and/or Belarus.
	<u>OR</u>	
C.	Persons list. However, the Vendor is engaged in activity related to	is identified on the <u>OFAC Specially Designated Nationals and Blocked</u> Russia and/or Belarus consistent with federal law, regulation, license y related to Russia and/or Belarus is consistent with federal law is set
-		
	AS )	(Attach Additional Sheets If Necessary.)
DA		6/3/2024
Signature of Ve	endor's Authorized Representative	Date
Eric Schroed	der - Vice President, Finance	36-0717079
Print Name and	I Title of Vendor's Authorized Representative	Vendor's FEIN
Alisteel LLC		563-316-9655

**DOC #8** 

Vendor's Phone Number

563-272-5859

Vendor's Fax Number

Vendor's Email Address

allsteelgovcontracts@allsteeloffice.com

Vendor's Name

600 E Second St.

Muscatine, IA 52761

Vendor's Address (Street Address)

Vendor's Address (City/State/Zip Code)

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

# 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 proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

# STATE OF NEW JERSEY DEPARTMENT OF TREASURY FILING CERTIFICATION (CERTIFIED COPY) 0600481672

#### ALLSTEEL LLC

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Registration of Foreign Limited Liability Company Filed in This Office October 05, 2023 as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



Certificate Number: 145432988

Verify this certificate online at

https://www.njportal.com/DOR/husinessrecords/Validate.aspx

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 6th day of October, 2023

Shipp Men

Elizabeth Maher Muoio

State Treasurer

# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY CERTIFICATE OF AUTHORITY

# ALLSTEEL LLC 0600481672

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Limited Liability Company organized under the laws of Illinois, has complied with all the requirements of Title 42:2C of the New Jersey Statutes, and that the business or activity of said Foreign Limited Liability Company to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Limited Liability Company filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed October 5th, 2023.



Certificate Number: 145432698

Verify this certificate online at

https://www.njportal.com/DOR/husinessrecords/Validate.aspx

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 6th day of October, 2023

Super Men

Elizabeth Maher Muoio

State Treasurer

page 2

DocuSign Envelops iD: 2D1D3884-342E-48D0-90D5-9A481231A118
STATE OF NEW JERSEY

PO Box 308 Trenton, NJ 08646

DIVISION OF REVENUE AND ENTERPRISE SERVICES

Overnight to: 33 West State St 5th FL Trenton, NJ 08608

FEE REQUIRED

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

constitutes your origina Refer to the instruction	below INCLUDING INFO certificate of incorporation s for delivery/return option w is required for any field, a	/formation/registra is, filing fees and f	llos/authority, and the i ield-by-field requireme	nformation contain	ed in the filed form	is considered <u>public</u>
1. Business Name:						
Allsteel LLC				+		

	Business Name:				
Alls	teel LLC				
	Type of Business Entity: F L C (See instructions for Codes, Page 21, Jum 2) Foreign LLC	3.	Business Purpos (See instructions Sale of office to		21, Item 3)
	Stock (Domestic Corporations only; LLCs and Non-Profits leave blank	5.	Duration (if inde	finite or Perpet	ual, leave blank):
б.	State of Formation/Incorporation (Foreign Entities Only): Illinois	7.	Date of Formatic 12/31/2022	on/Incorporati	on (Foreign Entities Only):
8.	Contact Information:				
	Registered Agent Name C T Corporation System				
	Registered Office: (Must be a New Jersey street address)	Main Bu	siness or Principal	Business Addres	\$53
	Street 820 Bear Tavern Road	Street 60	00 E. 2nd Street		
	City Trenton Zip 08628	City Mu	scatine	State IA	Zip_52761
	<ul> <li>For-Profit and Professional Corporations list initial Board of Direct</li> <li>Domestic Non-Profits list Board of Trustees, minimum of 3;</li> <li>Limited Paracestrips list all General Partners.</li> </ul>				E/
	Name Street Addre		City		OCT 05 2023  NJ DORES Commercial Information Ser
	Name Street Addre			uant to the law	OCT 05 2023  NJ DORES  Commercial Information Servers of the State of New Jersey.
The	Name Street Addre	licable filin		uant to the law	OCT 05 2023  NJ DORES Commercial Information Ser
	Name Street Addre	licable filin	g requirements purs	uant to the law	OCT 05 2023  NJ DORES  Commercial Information Servers of the State of New Jersey.
	Name Street Addre	icable filin	g requirements purs City	Sta	FILED  OCT 05 2023  NJ DORES  Commercial Information Sen  of the State of New Jersey.  O 48 16 27 2
	Name Street Addre	icable filin	g requirements purs City	Sta	FILED  OCT 05 2023  NJ DORES  Commercial Information Sen  of the State of New Jersey.  O 48 16 27 2

01:45:40 p.m.

Allsteel Inc. 600 E. 2nd Street Muscatine, IA 52761

October 4th, 2023

New Jersey Division of Revenue PO Box 308 Trenton NJ 08646

To Whom It May Concern,

Allsteel Inc. provides consent for Allsteel LLC to register under the name "Allsteel LLC" in the state of New Jersey.

Sincerely

Jack T. Herring

Treasurer of Allsteel Inc.

# **DOC #9**

# **EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

# **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

•	Copy of Letter of Federal Approval Certificate of Employee Information Rep Fully Executed Form AA302 Fully Executed EEO-1 Report	ort
	the www.state.nj.us/treasury/contract_complinther information.	guidelines at: ance/documents/pdf/guidelines/pa.pd
	y that my bid package includes the require vebsite.	ed evidence per the above list and
Name:	Eric Schroeder	Title: Vice President, Finance
Signati	ure:	Date: <u>6/3/2024</u>

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2022 to 15-Aug-2025

ALLSTEEL INC. 2210 SECOND AVENUE MUSCATINE

IA 52761

ELIZABETH MAHER MUOIO

State Treasurer

# DOC #10 MACBRIDE-PRINCIPLES



# STATE OF NEW JERSEY

# DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services
VENDOR NAME: Allsteel LLC
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the wo options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this aw, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.
, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:
CHECK THE APPROPRIATE BOX  The Vendor/Bidder has no business operations in Northern Ireland; or  OR  The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.
certification  The undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments nere to, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or inisrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.  Signature  Date
Eric Schroeder - Vice President, Finance
Print Name and Title

# $Allsteel^{\circ}$

# Business Information

Allsteel LLC

600 East 2<sup>nd</sup> Street Muscatine, IA 52761

FEIN: 36-0717079

DUNS number: 12-031-6711









#### **LIVE REPORT**

# **ALLSTEEL INC.**

Tradestyle(s): (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA) 3

ACTIVE HEADQUARTERS

**D-U-N-S Number:** 12-031-6711

Phone: +1 563 272 4800

**Address:** 200 Oak St, Muscatine, IA, 52761, United States

**Of America** 

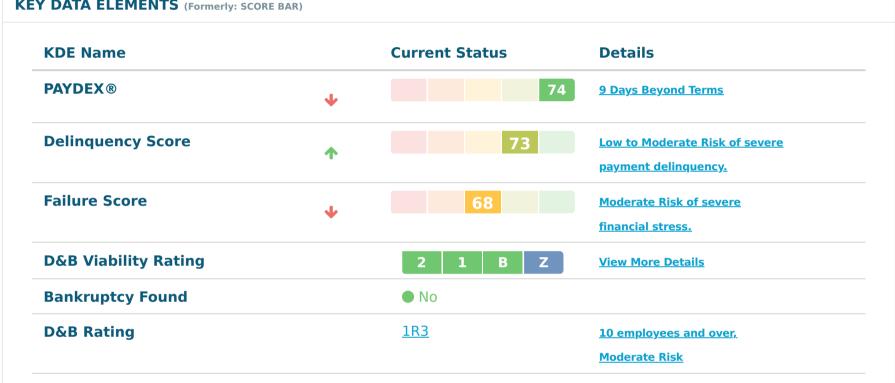
Web: <u>www.cms.allsteeloffice.com/contact-us</u>

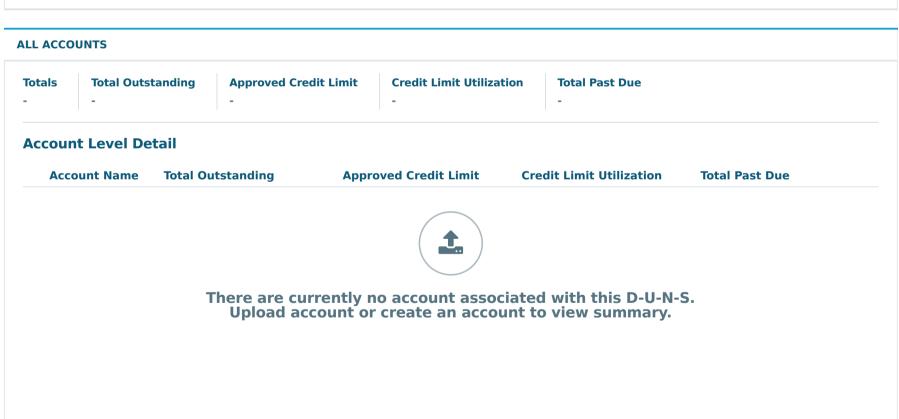
**Endorsement:** AlbrechtJ@hniworkplacefurnishings.com

Exclude from Portfolio Insight: No Folders: All Companies

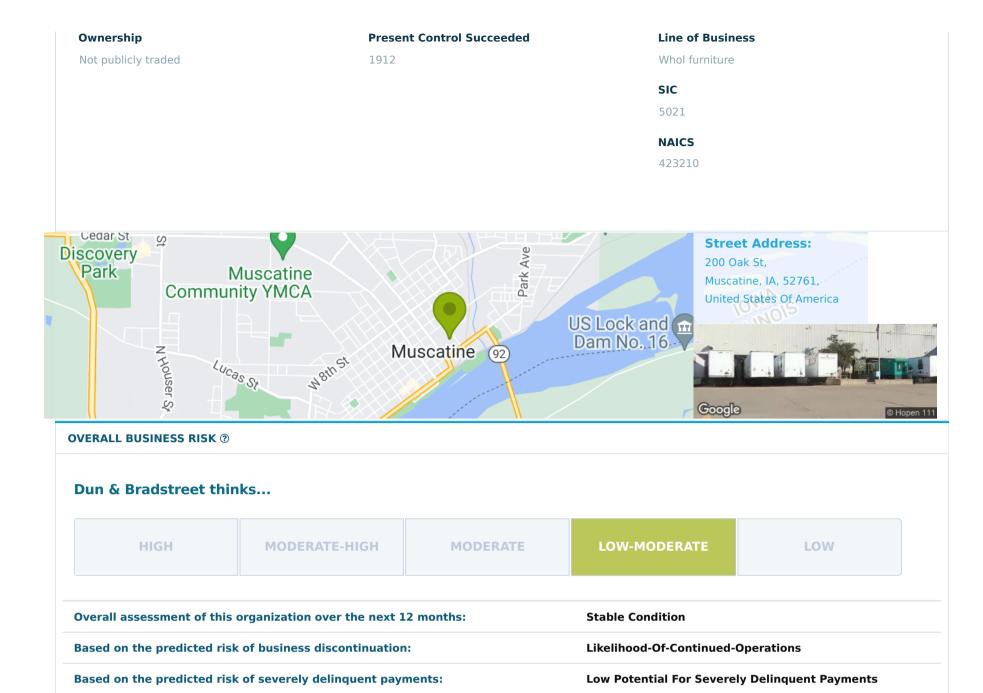
Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

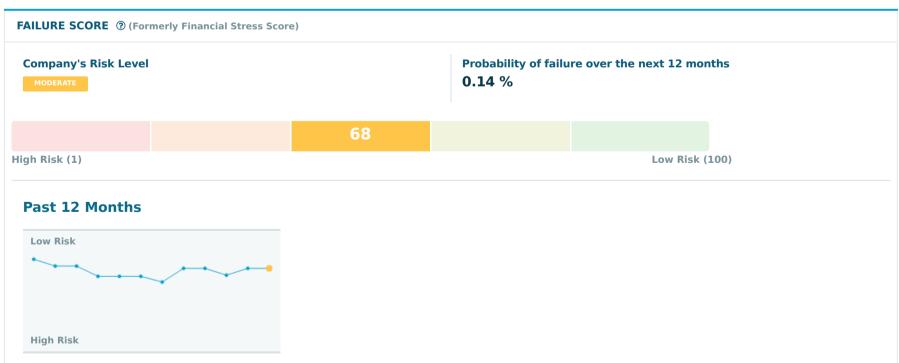


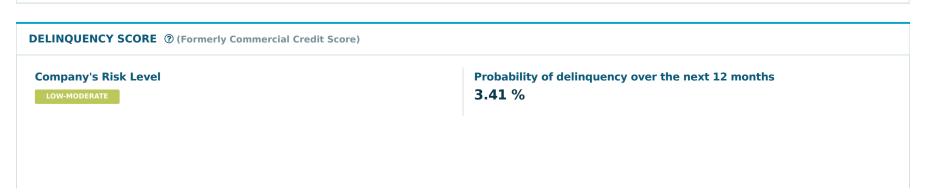


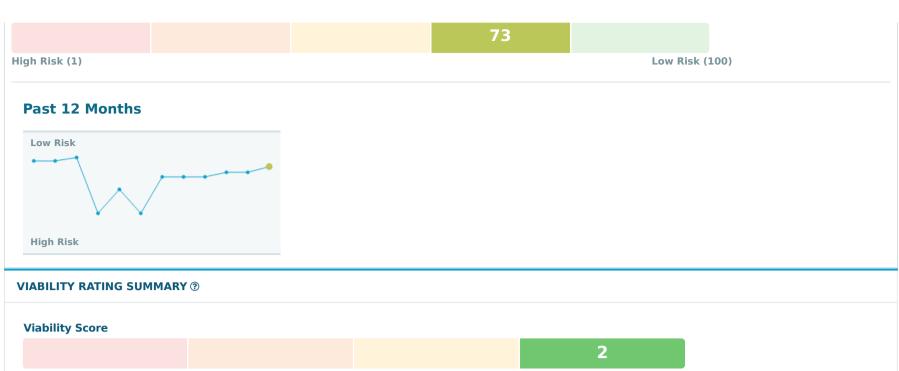
COMPANY PROFILE ③		
D-U-N-S	Mailing Address	Employees
12-031-6711	UNITED STATES	1,600(140 here)
Legal Form	Telephone	Age (Year Started)
Unknown	+1 563 272 4800	112 Years (1912)
History Record	Website	Named Principal
Clear	www.cms.allsteeloffice.com/contact-us	Jeff Lorenger, PRES



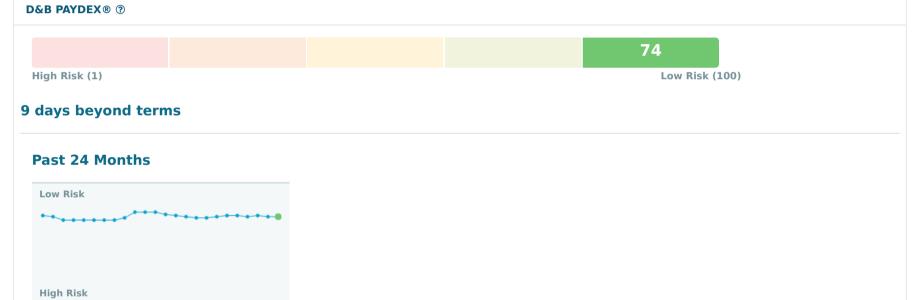


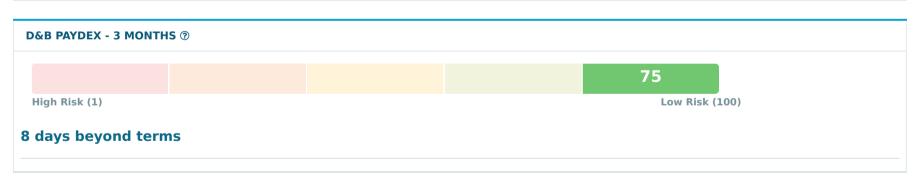


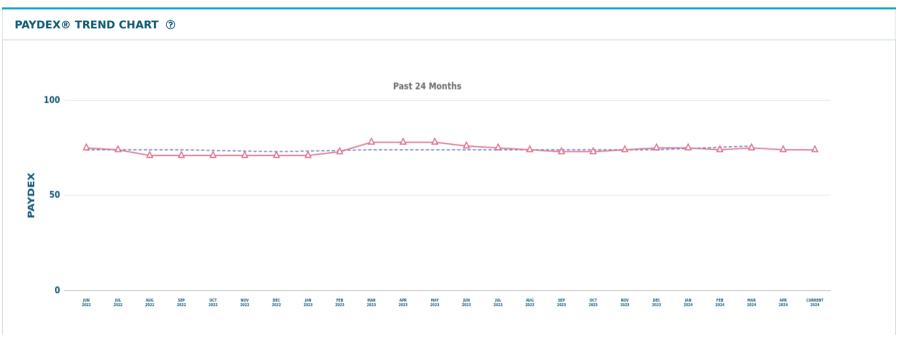


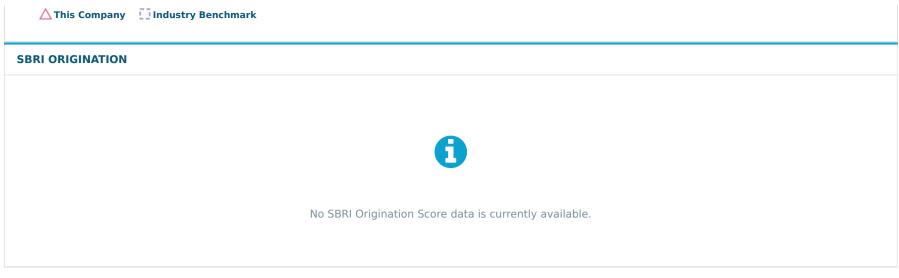


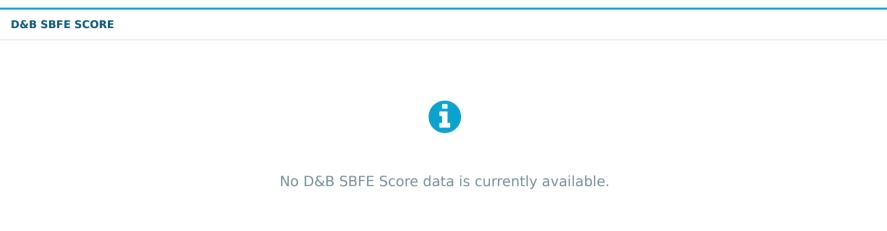












D&B RATING ③	
Employee Size  1R: 10 employees and over	Risk Indicator  3 : Moderate Risk
Current Rating as of 05/13/2024	

EGAL EVENTS			
Events	Occurrences	Last Filed	
Bankruptcies	0	-	
Judgements	0	-	
Liens	0	-	
Suits	0	-	
UCC	8	05/06/2015	

Days Beyond Terms		3 Months	3 Months				
2 Days		From Mar-24 to Ma	y-24				
			2				
ligh Risk (120+)				Low Risk (0			
	ent experiences reported froi	m <b>15</b> companies.		LOW HISK (			
Dollar-weighted average of <b>18</b> paymo	ent experiences reported froi	m <b>15</b> companies.		200 1134 (			
Dollar-weighted average of <b>18</b> paymo	ent experiences reported from	m 15 companies.  Apr-24	May-24				
Dollar-weighted average of 18 payme			<b>May-24</b>				



**FINANCIAL OVERVIEW - BALANCE SHEET** 



No Data Available

# TRADE PAYMENTS

# **Highest Past Due:**

200,000

Highest Now O wing 3,000,000 Total Trade Exp eriences 65 Largest High C redit 3,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS



No Data Available

WNERSHIP					
Subsidiaries		Branche	es	Total Members	
2		15		181	
This company is	a Headquarters, Parent,  Global Ultimate		t Domestic Ultimate		
This company is	Global Ultimate		t Domestic Ultimate  HNI Corporation		
	Global Ultimate HNI Corporation	Immediate Parent			
Name	Global Ultimate HNI Corporation United States	Immediate Parent	HNI Corporation		

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

**ALERTS** ?



There are no alerts for this D-U-N-S Number.

# **NEWS GENERAL INDUSTRY, EXPANSION** Fulton Market Design District Preparing for Flagship Design Days Events | MillerKnoll | 05/06/2024 **GENERAL INDUSTRY, EXPANSION** Fulton Market Design District Preparing for Flagship Design Days Events | CHASE | 05/06/2024 **EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS** Sidoti Csr Weighs in on HNI Co.'s Q2 2025 Earnings (NYSE:HNI) | MarketBeat | 05/22/2024 **EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS** Sidoti Csr Weighs in on HNI Co.'s Q2 2025 Earnings (NYSE:HNI) ETF Daily News 05/22/2024 **GENERAL INDUSTRY** Charles Schwab Investment Management Inc. Cuts Stake in HNI Co. (NYSE:HNI) Defense World - Companies 05/22/2024 **EXPANSION** HNI Corporation to close Hickory plant in North Carolina Lesprom Network EN - News 05/21/2024 **GENERAL INDUSTRY, EXPANSION** Hickory manufacturing plant set for 2025 closing affecting 200 employees | Winston Salem Journal | 05/21/2024 **EXPANSION** HNI closing Hickory factory as part of plant consolidation | Woodworking Network.com - Wood: Panel Talk | 05/21/2024 Plant In Hickory To Close, About 200 Workers To Be Affected | WHKY - Home | 05/21/2024 **EXPANSION** Hickory plant closure to impact nearly 200 jobs Yahoo! Finance 05/21/2024

# NOTES

Add Note



No notes is available for this D-U-N-S Number.

# United States Of America Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook. Available Reports Country Insight Report (CIR) ② Current Publication Date: 05/17/2024 Risk Category High Risk Low Country Insight Snapshot (CIS) ③ Current Publication Date: 05/17/2024

#### STOCK PERFORMANCE



No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

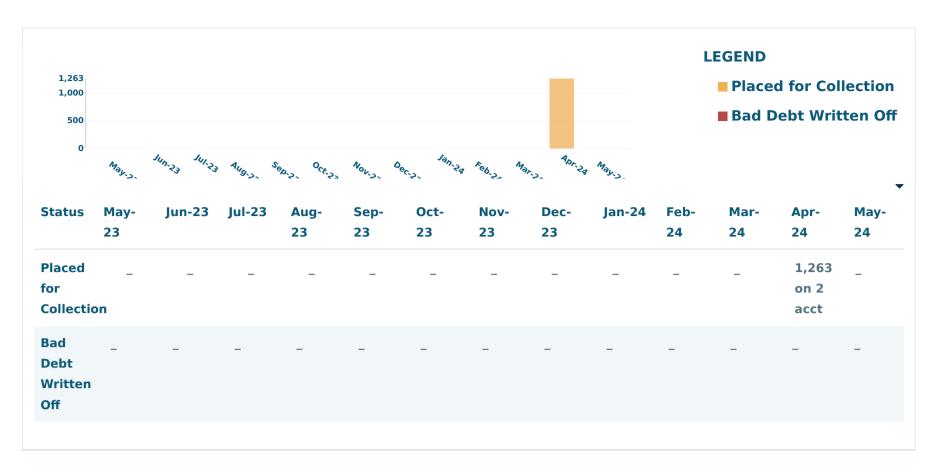
# **Detailed Trade Risk Insight™**

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.



# **DEROGATORY EVENTS LAST 13 MONTHS FROM MAY-23 TO MAY-24**

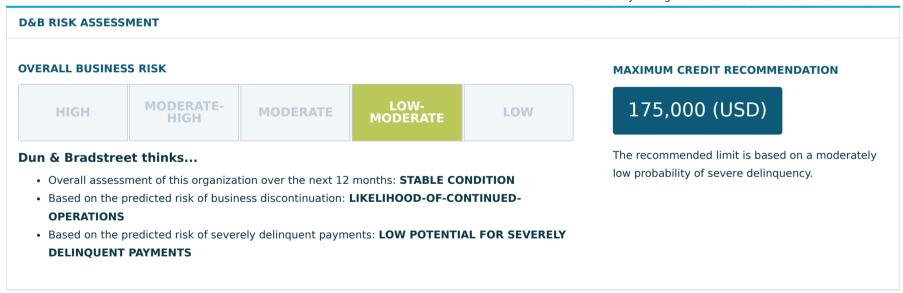
How should I interpret derogatory events?





# **Risk Assessment**

Currency: All figures shown in USD unless otherwise stated



# **D&B VIABILITY RATING SUMMARY**

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

# **Viability Score**

# Compared to All US Businesses within the D&B Database:

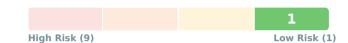
- Level of Risk:Low Risk
- Businesses ranked 2 have a probability of becoming no longer viable: 2 %
- Percentage of businesses ranked 2: 4 %
- Across all US businesses, the average probability of becoming no longer viable:14 %



# **Portfolio Comparison**

# Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk:Low Risk
- Businesses ranked 1 within this model segment have a probability of becoming no longer viable: 2 %
- Percentage of businesses ranked 1 with this model segment: 11 %
- Within this model segment, the average probability of becoming no longer viable:5 %



# Data Depth Indicator Data Depth Indicator:

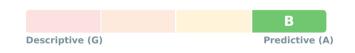
- ✓ Rich Firmographics
- ▼ Extensive Commercial Trading Activity
- √ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

# **Request Financial Statements**

Reference the FINANCIALS tab for this company to monitor the status of your request.



# **Company Profile:**

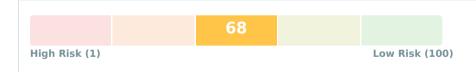
# **Company Profile Details:**

- Financial Data: False
- Trade Payments:
- Company Size:
- Years in Business:



Subsidiary

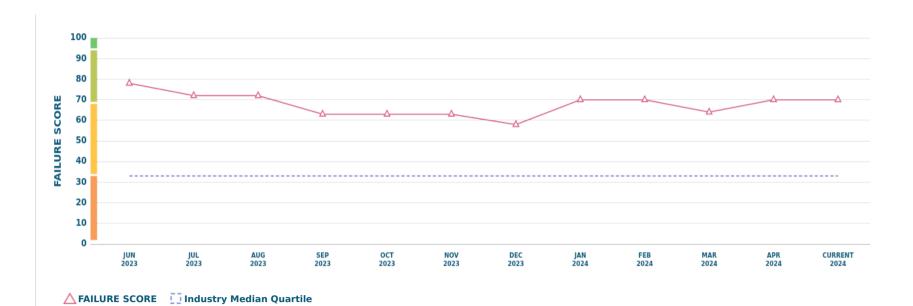
# FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

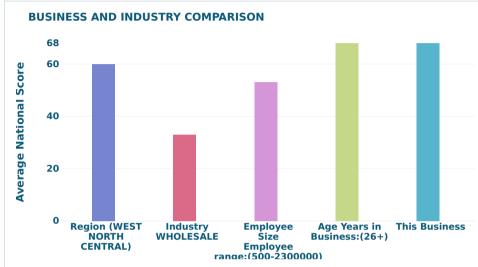


- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing

Level of Risk Raw Score Probability of Failure Average Probability of Failure for Businesses in D&B Database 3 0.48

Business and Industry Trends





# **Selected Segments of Business Attributes**

Norms	National %
This Business	68
Region:(WEST NORTH CENTRAL)	60
Industry:WHOLESALE	33
Employee range:(500-2300000)	53
Years in Business:(26+)	68

# **DELINQUENCY SCORE** FORMERLY COMMERCIAL CREDIT SCORE

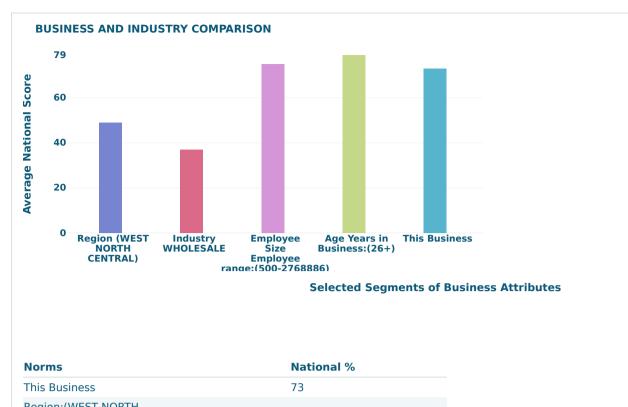
High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry

Level of Risk Raw Score Probability of Delinquency 533 Probability of Delinquency Database 10.2 % Compared to Businesses in D&B 2

# **Business and Industry Trends**





Norms	National %
This Business	73
Region:(WEST NORTH CENTRAL)	49
Industry:WHOLESALE	37
Employee range:(500-2768886)	75
Years in Business:(26+)	79

# D&B PAYDEX High Risk (1) When weighted by amount, Payments to suppliers average 9 Days Beyond Terms High risk of late payment (Average 30 to 120 days beyond terms) Medium risk of late payment (Average 30 days or less beyond terms) Low risk of late payment (Average prompt to 30+ days sooner) Industry Median: 76 Equals 6 Days Beyond Terms

### **D&B 3 MONTH PAYDEX**



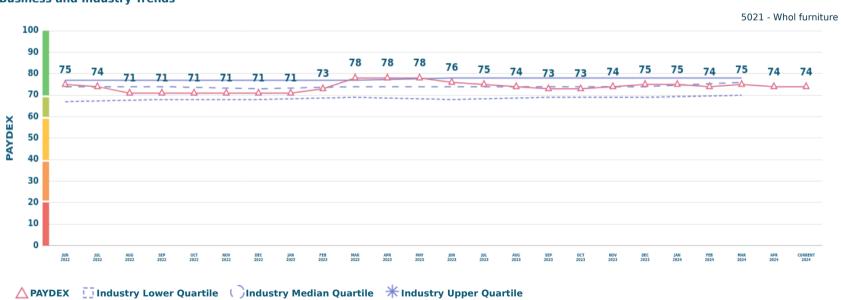
Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 8 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

**Industry Median:** 74 Equals 9 Days Beyond Terms

# **Business and Industry Trends**



D&B RATING			
Current Rating as of 05/13/2024		History since 12/27/2000	
Employee Size Risk Indicator		Date Applied	D&B Rating
1R: 10 employees and over	3 : Moderate Risk	03/09/2020	1R2
Previous Rating		03/12/2018	1R3
		08/10/2015	1R2

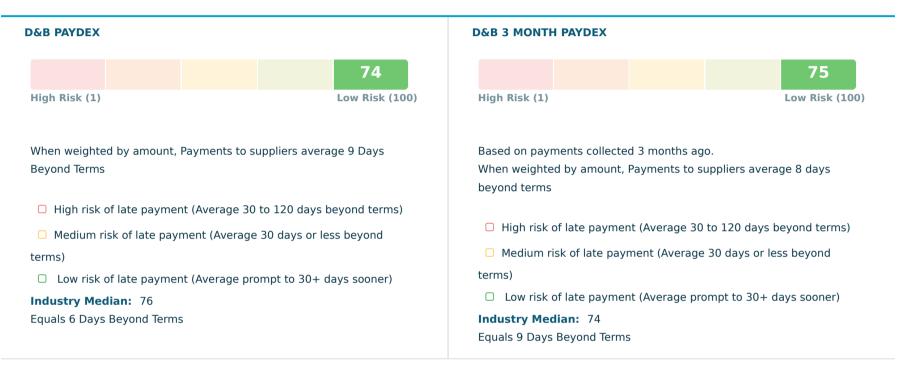
Employee Size Risk Indicator 05/11/2009 1R3

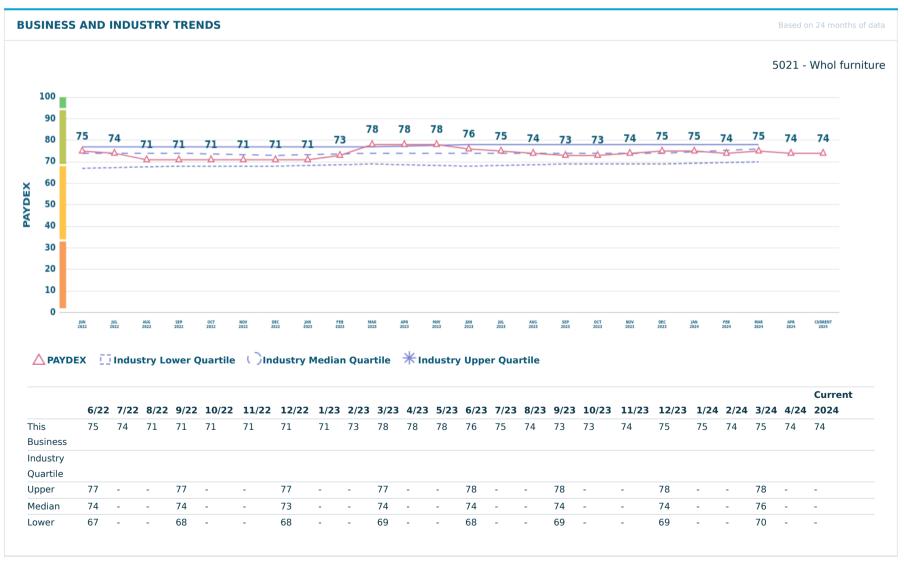
1R: 10 employees and over 2: Low Risk 11/22/2005 1R2

# **Trade Payments**

Currency: All figures shown in USD unless otherwise stated







Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	Q	% Within Terms
100,000 & over	8		6,900,000 (USD)	86
0,000 - 99,999	3		210,000 (USD)	67
15,000 - 49,999	7		175,000 (USD)	87
5,000 - 14,999	6		35,000 (USD)	64
1,000 - 4,999	4		7,000 (USD)	86
ess than 1,000	9		2,650 (USD)	98

ollapse All   Expand All							
ndustry Category -	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼25 - Furniture and Fixtures	4	2,000,000	33	34	0	17	16
2522 - Mfg nonwd office furn	2	100,000	0	52	0	0	48
2541 - Mfg wood fixtures	1	2,000,000	100	0	0	0	1
2599 - Mfg furn/fixtures	1	200,000	0	50	0	50	
-26 - Paper and Allied Products	3	3,000,000	98	2	0	0	
2679 - Mfg converted paper	3	3,000,000	98	2	0	0	
r28 - Chemicals and Allied Products	2	45,000	100	0	0	0	
2821 - Mfg plastics/resins	1	45,000	100	0	0	0	
2813 - Mfg industrial gases	1	2,500	100	0	0	0	
r32 - Stone, Clay, Glass, and Concrete Products	1	15,000	100	0	0	0	
3231 - Mfg glass products	1	15,000	100	0	0	0	
r35 - Industrial and Commercial Machinery and Computer Equipment	2	500,000	75	0	25	0	
3585 - Mfg refrig/heat equip	1	500,000	50	0	50	0	
3563 - Mfg air/gas compress	1	1,000	100	0	0	0	
r36 - Electronic and other electrical equipment and components except computer equipment	1	15,000	100	0	0	0	
3643 - Mfg electric wire dev	1	15,000	100	0	0	0	

▼42 - Motor Freight Transportation and Warehousing	2	15,000	1	0	0	0	99
4213 - Trucking non-local	2	15,000	1	0	0	0	99
▼49 - Electric, Gas and Sanitary Services	1	100	100	0	0	0	0
4911 - Electric services	1	100	100	0	0	0	0
▼50 - Wholesale Trade - Durable Goods	6	900,000	70	10	10	0	10
5051 - Whol metal	2	900,000	52	0	48	0	0
5072 - Whol hardware	1	100,000	100	0	0	0	0
5063 - Whol electrical equip	1	5,000	100	0	0	0	0
5065 - Whol electronic parts	1	5,000	0	50	0	0	50
5085 - Whol industrial suppl	1	250	100	0	0	0	0
▼51 - Wholesale Trade - Nondurable Goods	6	100,000	96	4	0	0	0
5162 - Whol plastic material	2	100,000	100	0	0	0	0
5172 - Whol petroleum prdts	2	30,000	83	17	0	0	0
5131 - Whol piece goods	1	50,000	100	0	0	0	0
5169 - Whol chemicals	1	100	100	0	0	0	0
▼59 - Miscellaneous Retail	1	1,000	0	0	0	0	100
5999 - Ret misc merchandise	1	1,000	0	0	0	0	100
▼61 - Nondepository Credit Institutions	2	10,000	100	0	0	0	0
6153 - Short-trm busn credit	1	10,000	100	0	0	0	0
6159 - Misc business credit	1	500	100	0	0	0	0
▼73 - Business Services	3	5,000	100	0	0	0	0
7374 - Data processing svcs	3	5,000	100	0	0	0	0
▼87 - Engineering Accounting Research Management and Related Services	1	5,000	50	50	0	0	0
8734 - Testing laboratory	1	5,000	50	50	0	0	0

▼99 - Nonclassifiable Establishments	2	500	92	0	8	0	0
9999 - Nonclassified	2	500	92	0	8	0	0

# TRADE LINES

Months Since Las Sa	Past Due (US\$)	Now Owes (US\$)	High Credit (US\$)	Selling Terms	Payment Status	Date of Experience •
	30,000	3,000,000	3,000,000	-	Pays Promptly	04/24
	200,000	1,000,000	2,000,000	N30	Pays Promptly	04/24
	0	100	100,000	N90	Pays Promptly	04/24
	0	100,000	100,000	-	Pays Promptly	04/24
	0	65,000	90,000	-	Pays Promptly	04/24
	0	25,000	50,000	N60	Pays Promptly	04/24
	0	10,000	45,000	-	Pays Promptly	04/24
	0	25,000	40,000	1/2 10 N30	Pays Promptly	04/24
	0	15,000	30,000	-	Pays Promptly	04/24
	0	5,000	15,000	-	Pays Promptly	04/24
	0	10,000	15,000	-	Pays Promptly	04/24
Between 6 and 3 Mont	0	0	10,000	-	Pays Promptly	04/24
Between 4 and Mont	0	0	5,000	-	Pays Promptly	04/24
	0	2,500	2,500	N90	Pays Promptly	04/24
Between 2 and Mont	0	0	750	-	Pays Promptly	04/24
Between 4 and Mont	0	0	500	-	Pays Promptly	04/24
Between 6 and 3 Mont	0	0	500	-	Pays Promptly	04/24
	0	0	250	N30	Pays Promptly	04/24
	0	0	250	-	Pays Promptly	04/24
Between 6 and 3 Mont	0	0	100	-	Pays Promptly	04/24
	250	5,000	15,000	-	Pays Prompt to Slow 30+	04/24
	2,500	5,000	5,000	-	Pays Prompt to Slow 30+	04/24
	1,000	500,000	900,000	-	Pays Prompt to Slow 60+	04/24
	5,000	35,000	70,000	-	Pays Slow 5+	04/24
	5,000	5,000	5,000	-	Pays Slow 30+	04/24
Between 2 and Mont	55,000	55,000	200,000	-	Pays Slow 30-90+	)4/24
	100,000	100,000	100,000	1 15 N30	Pays Slow 30-90+	04/24
	1,000	1,000	1,000	-	Pays Slow 120+	04/24
Between 6 and 1 Mont	0	0	15,000	-	Pays Slow 180+	04/24
	250	250	0	-	Placed for collection	04/24
	1,000	1,000	0	-	Placed for collection	04/24
Between 6 and 1	0	0	2,500	Cash account	-	04/24
Between 4 and Mont	0	0	0	Cash account	-	04/24
Between 6 and : Mont	0	0	0	Cash account		04/24
Between 2 and Mont	0	0	0	Cash account	-	04/24

Date of Experience •	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Las Sale
03/24	-	-	1,000	1,000	0	:
03/24	-	Cash account	50	0	0	:
01/24	Pays Prompt to Slow 60+	-	500,000	0	0	Between 2 and 3 Months
12/23	Pays Promptly	-	2,500	1,000	0	:
12/23	Pays Promptly	-	100	100	0	:
12/23	-	Cash account	50	0	0	:
11/23	-	Cash account	100	0	0	Between 6 and 12 Months
08/23	-	Cash account	100	0	0	Between 6 and 12 Months
08/23	-	Cash account	50	0	0	Between 6 and 12 Months
07/23	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/23	-	Cash account	100	0	0	:
05/23	-	Cash account	50	0	0	;
04/23	-	-	250	0	0	
04/23	- Pays Promptly	- N30	100	0	0	Between 6 and 1: Month
02/23	_	Cash account	50	0	0	Month
01/23	Pays Slow 30-90+	-	5,000	0	0	Between 6 and 1 Month
11/22	Pays Promptly	-	5,000	0	0	Between 6 and 1 Month
10/22	-	Cash account	50	0	0	
09/22	Pays Prompt to Slow 60+	-	100	0	0	Between 6 and 1 Month
06/22	-	Cash account	50	0	0	Between 2 and Month
06/22	-	Cash account	50	0	0	
)5/22	-	-	1,000	1,000	0	
04/22	-	Cash account	1,000	0	0	Between 6 and 1 Month
04/22	-	Cash account	500	0	0	
04/22	-	Cash account	100	0	0	
04/22	-	Cash account	100	0	0	Datasaa Canad 1
04/22	-	Cash account	100	0	0	Between 6 and 1  Month
04/22	-	Cash account	50	0	0	Between 6 and 1 Month
THER PAYMENT CATEGORIES						
ther Payment Categ	jories		Experience		Total Amount	
ash experiences			22		5,050 (USD)	
ayment record unkn	nown		4		2,300 (USD)	
nfavorable commen	ts		0		0 (USD)	

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

65

0 (USD)

7,337,000 (USD)

**Placed for collections** 

Total in D&B's file

# **Corporate Linkage 3**

# **OWNERSHIP**

This company is a **Headquarters, Parent, Subsidiary**.

Global Ultimate, Immediate Parent, Domestic Ultimate <u>HNI Corporation</u>

United States

D-U-N-S Number: <u>00-526-9709</u>

SUBSIDIARIES		LOCATION: All
Company Name 🗸	City, State, Country	D-U-N-S® NUMBER
law LLC	Atlanta, GA, United States Of America	12-492-4163
Amovo Workplace Enviroments Inc	Markham, ON, Canada	24-421-2911

RANCHES		LOCATION: All
Company Name -	City, State, Country	D-U-N-S® NUMBER
Alisteel Inc	New York, NY, United States Of America	01-052-4614
Allsteel Inc	Toronto, ON, Canada	20-219-5090
Allsteel	Toronto, ON, Canada	24-989-7427
ALLSTEEL INC.	Los Angeles, CA, United States Of America	01-052-4598
ALLSTEEL INC.	Manassas, VA, United States Of America	01-414-8784
ALLSTEEL INC.	San Francisco, CA, United States Of America	04-345-7964
ALLSTEEL INC.	Saint Paul, MN, United States Of America	04-626-1149
ALLSTEEL INC.	Los Angeles, CA, United States Of America	06-698-0180
ALLSTEEL INC.	Boston, MA, United States Of America	07-042-8590
ALLSTEEL INC.	Houston, TX, United States Of America	08-628-3040
ALLSTEEL INC.	Washington, DC, United States Of America	13-643-7881
ALLSTEEL INC.	Muscatine, IA, United States Of America	36-109-7855
ALLSTEEL INC.	Dallas, TX, United States Of America	62-142-9039
ALLSTEEL INC.	Atlanta, GA, United States Of America	79-629-5140
ALLSTEEL INC	Muscatine, IA, United States Of America	60-131-0217

FFILIATES		LOCATION: All
Company Name -	City, State, Country	D-U-N-S® NUMBER
The Hon Company LLC	Muscatine, IA, United States Of America	14-781-4735
The Gunlocke Company L.L.C.	Wayland, NY, United States Of America	19-993-6550
Sagus International, Inc.	Temple, TX, United States Of America	12-833-6661
Paoli LLC	Muscatine, IA, United States Of America	00-636-4764
PEARL CITY INSURANCE COMPANY	Phoenix, AZ, United States Of America	11-403-0105
OFM, LLC	Holly Springs, NC, United States Of America	93-354-6640
Monessen Holding Company LLC	Muscatine, IA, United States Of America	11-731-3806
Monessen Hearth Systems Company, LLC	Paris, KY, United States Of America	86-781-4444
Midwest Folding Products Corp.	Temple, TX, United States Of America	01-370-6601
Maxon Furniture Inc.	Muscatine, IA, United States Of America	06-769-4315
MJR Partners 3 LLC	Muscatine, IA, United States Of America	07-929-0688
Kimball International, Inc.	Jasper, IN, United States Of America	00-636-5803
Kepco, LLC	Jasper, IN, United States Of America	07-960-8288
Hon Internacional de México, S. de R.L. de C.V.	Cienega de Flores, NLE, Mexico	58-813-3301
Hon Industrias, S. de R.L. de C.V.	Monterrey, NLE, Mexico	81-255-8930
Hni Services L.L.C.	Muscatine, IA, United States Of America	83-170-1417
Hni International Inc.	Muscatine, IA, United States Of America	00-231-0220
Hickory Business Furniture, LLC	Hickory, NC, United States Of America	12-804-5148

Hickory Business Furniture, Inc.	Muscatine, IA, United States Of America	02-095-3638
Hearth & Home Technologies LLC	Lakeville, MN, United States Of America	96-283-1095
HNI Technologies Inc.	Muscatine, IA, United States Of America	83-170-1292
HNI Holdings Inc.	Muscatine, IA, United States Of America	11-731-1900
HHT L.L.C.	Colville, WA, United States Of America	14-863-7528
HFM Partners	Muscatine, IA, United States Of America	11-731-1786
Design Holdings Inc.	Muscatine, IA, United States Of America	11-790-1382
CONTRACT RESOURCE GROUP L.L.C.	Muscatine, IA, United States Of America	02-332-0213

# **Legal Events**

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0	0	0	8
	Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 05/06/2015

EVENTS	
UCC Filing - Original	
Filing Date	05/06/2015
Filing Number	020295589
Received Date	05/22/2015
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL
Debtors	ALLSTEEL INC., MUSCATINE, IA
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
UCC Filing - Original	
Filing Date	11/30/2011
Filing Number	X11032671-2
Received Date	12/21/2011
Collateral	Business machinery/equipment
Secured Party	RK DIXON, DAVENPORT, IA
Debtors	ALLSTEEL
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA
UCC Filing - Continuation	
Filing Date	09/23/2010
Filing Number	009066924

Received Date	09/26/2010	
Original Filing Date	12/07/2005	
Original Filing Number	010440173	
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT	
Debtors	ALLSTEEL INC.	
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL	
UCC Filing - Original		
Filing Date	06/10/2010	
Filing Number	015345381	
Received Date	06/18/2010	
Collateral	Leased Communications equipment including proceeds and products - Leased Computer equipment including proceeds and products - Leased Business machinery/equipment including proceeds and products	
Secured Party	R K DIXON COMPANY, CEDAR RAPIDS, IA	
Debtors	ALLSTEEL INC.	
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL	
UCC Filing - Continuation		
Filing Date	08/12/2009	
Filing Number	008998798	
Received Date	08/16/2009	
Original Filing Date	12/28/2004	
Original Filing Number	009396616	
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT	
Debtors	ALLSTEEL INC.	
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL	
UCC Filing - Original		
Filing Date	09/18/2007	
Filing Number	012503067	
Received Date	10/03/2007	
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds	
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ	
Debtors	ALLSTEEL INC, MUSCATINE, IA	
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL	
UCC Filing - Original		
Filing Date	04/02/2007	
Filing Number	011957161	

**Received Date** 04/19/2007 **Collateral** Accounts receivable and proceeds - General intangibles(s) and proceeds -Leased Equipment and proceeds **Secured Party** CANON FINANCIAL SERVICES, MT LAUREL, NJ **Debtors** ALLSTEEL INC, MUSCATINE, IA **Filing Office** SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL **UCC Filing** - Original **Filing Date** 01/19/2007 **Filing Number** 011735053 **Received Date** 02/06/2007 **Collateral** Accounts receivable and proceeds - General intangibles(s) and proceeds -Leased Equipment and proceeds **Secured Party** CANON FINANCIAL SERVICES, MT LAUREL, NJ **Debtors** ALLSTEEL INC, MUSCATINE, IA **Filing Office** SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

## **Special Events**

Currency: All figures shown in USD unless otherwise stated

There are no Special Events recorded for this business.

## Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

## **Company Profile**

COMPANY OVERVIEW

Currency: All figures shown in USD unless otherwise stated

12-031-6711UNITED STATES1,600 (140 here)Legal FormTelephoneAge (Year Started)Unknown+1 563 272 4800112 Years (1912)History RecordWebsiteNamed Principal

**Mailing Address** 

Clear <u>www.cms.allsteeloffice.com/contact</u>eff Lorenger, PRES

IIS

**Business Commenced On** 

**Present Control Succeeded** 

**Line of Business** 

Ownership

1912

D-U-N-S

Not publicly traded SIC

1912

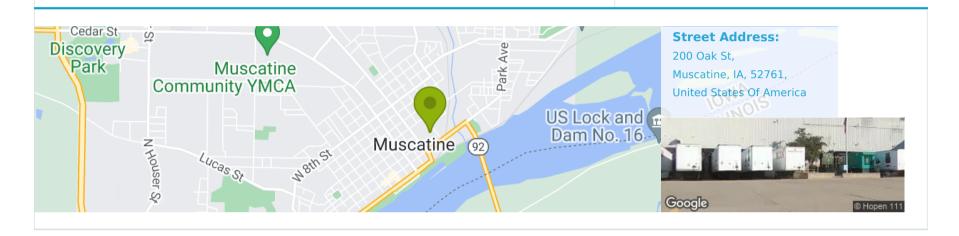
Whol furniture

**Employees** 

NAICS

5021

423210



## **BUSINESS REGISTRATION**

No business registration attached to this DUNS

## **PRINCIPALS**

## Officers

JEFF LORENGER, PRES STAN A ASKREN, DIR

## Directors

DIRECTOR(S): THE OFFICER(S)

## COMPANY EVENTS

## The following information was reported on: 05/13/2024

The Illinois Secretary of States business registrations file showed that Allsteel Inc. was registered as a Corporation on January 2, 2000, under the file registration number 235876.

Business started 1912 by Charles H Lembke and John Knell. 100% of capital stock is owned by parent.

JEFF LORENGER. He joined HNI Corporation in 1998 and has since held multiple executive level positions, including Vice President, Sales and Marketing for The HON Company, Vice President, General Counsel and Secretary for HNI Corporation, and Vice President.

STAN A ASKREN. Antecedents not available.

SISTER SUBSIDIARIES: The following are also subsidiaries of the company's parent, HNI Corporation:

- (1) The HON Company, Muscatine, IA, DUNS #-781-4735. Operates as a manufacturer of office furniture and wooden chairs.
- (2) Maxon Furniture Inc, an Iowa Corporation.
- (3) The Gunlocke Company LLC, an Iowa Corporation.
- (4) Holga Inc, an Iowa Corporation.
- (5) Paoli Inc, an Iowa Corporation.
- (6) Omni Workspace Company, Minneapolis, MN, DUNS #-438-7408.

he following information was	reported on: 05/13/2024	
Business Information		
Trade Names	(SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HNI ONE - G	LOBAL ACCOUNTS; HNI ONE; ONE FROM HN
Description	Subsidiary of HNI Corporation, Muscatine, IA which operates as a owns 100% of capital stock. Parent company has numerous other	
	As noted, this company is a subsidiary of HNI Corporation, Muscat reference is made to that report for background information on th	
	Wholesales furniture, specializing in office furniture.	
	Terms are Net 30 days. Sells to commercial concerns. Territory : Ir	nternational.
Employees	1,600 which includes officer(s). 140 employed here.	
Financing Status	Secured	
Facilities	Occupies premises in building.	
Related Concerns		
C/NAICS Information		
Industry Code	Description	Percentage of Business
5021	Whol furniture	-
50210106	Office furniture, nec	-
NAICS Codes	NAICS Description	
423210	Furniture Merchant Wholesalers	

GOVERNMENT ACTIVITY	
Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

## **Your Information**

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

in Folders: View		
Account Number	Endorsement/Billing Reference *	Sales Representatives
	AlbrechtJ@hniworkplacefurnishings.co	
	m	

US Dollar (USD)

## **Audit Trail** ?

**Credit Limit** 

<u>Text</u>	Timeline			
From :	May-22	Го: May-24		
Date/Ti	ne of the Event	Event Name	Triggered By	Message
05/22/2	024 11:04 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
05/22/2	024 10:59 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
08/17/2	023 09:32 PM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled

## **Federal Information**

## FEDERAL EMPLOYER IDENTIFICATION NUMBER

DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet, Inc. provides this information "AS IS" with no guarantee as to its accuracy.

FEIN	<b>Business Name</b>	Address	Source	Date
36- 0717079	ALLSTEEL INC	P O BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY	12/01/2000
36- 0717079	ALLSTEEL INC	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	12/31/2003
36- 0717079	ALLSTEEL INC	414 E THIRD ST, MUSCATINE, IA, 52761	GEORGIA BUSINESS REGISTRATIONS	10/18/2000
36- 0717079	ALLSTEEL INC.	PO BOX 1109, MUSCATINE, IA, 52761	TEXAS BUSINESS REGISTRATIONS	05/01/2015
36- 0717079	ALLSTEEL INC	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY	12/01/2000

## CORPORATE FAMILY RELATIONSHIPS

The following establishments related to the subject of this report have reported activity with the Federal Government.

This is not a complete corporate family structure. To order more information on this business' corporate structure, use D&B's Global Family Linkage product.

D-U-N-S®	Business Name	Loans	Claims	Debarments	Contracts	Grants
00-636-5803	KIMBALL INTERNATIONAL, INC.	No	No	No	Yes	No
08-824-4231	KIMBALL INTL BRANDS INC	Yes	No	No	No	No
13-913-7611	NATIONAL OFFICE FURNITURE INC	No	No	No	Yes	No
01-052-4036	HNI CORPORATION	No	Yes	No	No	No
09-616-3746	DELVE INTERIORS, LLC	No	No	No	Yes	No
86-781-4444	MONESSEN HEARTH SYSTEMS CO LLC	No	Yes	No	No	No
12-804-5148	HICKORY BUSINESS FURNITURE LLC	No	No	No	Yes	No
14-781-4735	HON COMPANY LLC	No	Yes	No	Yes	No
00-636-4764	PAOLI LLC	No	Yes	No	Yes	No
06-769-4315	MAXON FURNITURE INC.	No	No	No	Yes	No
19-993-6550	GUNLOCKE COMPANY L.L.C.	No	Yes	No	Yes	No

Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office &
07/26/2018	2018-04	W9124P18F0048/	42,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
07/26/2018	2017-12	W912EK18F0019/	77,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
10/31/2019	2019-04	W912DY19F0166/	426,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE

Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office & Agency
10/31/2019	2019-02	W912DY19F0089/	889,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
10/31/2019	2019-03	W912DY19F0089/P0000	3,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE

#### REPORTED FEDERAL LOANS AND LOAN GUARANTEES

No government activity has been found in this section.

## CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES

No government activity has been found in this section.

## REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)

No government activity has been found in this section.

## REPORTED U.S. GOVERNMENT GRANT AWARDS

No government activity has been found in this section.

Last Login: 05/20/2024 11:16:25 AM
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HNI





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**9** Goals and Progress

**66** SASB Disclosure



C. Maxwell Stanley, Clement Hanson, and H. Wood Miller start a new company called Home-O-Nize.

**2022 HNI Corporate Social Responsibility Report** 





# Leadership

Message from Jeffrey Lorenger, Chairman, President and CEO

In 2022, HNI celebrated 75 years of creating products that encourage collaboration and productivity in the workplace and warm memories at home. Since our founding, we are proud to have continually built a great place to work for our members.

Looking forward to our next 75
years, and beyond, we continue to
build on our strong foundation and
launch new initiatives to lead HNI
into the future.

These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products.

CORE integrates our belief in respecting people and supporting our communities, and it promotes HNI Belong. HNI Belong focuses on increasing diversity throughout the company, including growing the number of women and ethnically diverse members serving at manager level and above.

To demonstrate our commitment to CORE, in 2021, we began aligning executive compensation with our diversity goals, and in 2022, we began

aligning executive compensation with our sustainability goals. In this way, we are strengthening and motivating our entire organization toward achieving the CSR goals outlined in this report.

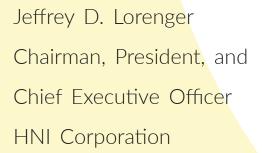
We understand the call to innovate and think about our resources in new ways. This year, across all HNI brands and departments, we found ways to further reduce energy consumption, emissions, and waste. We are embracing sustainability as part of our company culture and as an important consideration in all of our decisions.

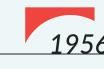
As part of this work, we have aligned our emissions targets to the Science Based Targets initiative (SBTi) in an effort to reduce global warming and limit the impact of climate change.

**Reducing Impacts** 

As we build the elements of CORE into our culture, we are providing an opportunity for all of our members to get even more involved and empowered to help create positive change—being more inclusive; becoming better stewards of our resources; and building stronger, healthier communities.

As you will learn in the following pages, HNI is gaining momentum and making important strides toward our corporate CSR goals. As we continue to grow our family of brands with the addition of Kimball International, we collectively are committed to the long-term success of HNI, which includes our commitment to the objectives outlined in this report. Please join us on our journey.





Company holds first annual recognition dinner to honor members with 5+ years of service.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3608 **Agenda Date:** 9/9/2025 Agenda #:

C.186.

To: **Board of Supervisors** 

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE Job Order Contracts to A CST Group Inc. dba Dynasel USA., MVP Construction, LLC., Mark Scott Construction, Inc. and Aztec Consultants, Inc. for Repair, Remodeling, and other Repetitive Work

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

- **(1)** APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts 028, 029, 030 and 031 (JOC 028, JOC 029, JOC 030 and JOC 031).
- (2) DETERMINE that A CST Group Inc., dba Dynasel USA (Dynasel), MVP Construction LLC. (MVP), Mark Scott Construction, Inc. (MSC) and Aztec Consultants, Inc. (Aztec) submitted the four lowest responsive and responsible bids for the award of job order contracts.
- AWARD job order construction contracts for repair, remodeling, and other repetitive work to be (3) performed pursuant to the Construction Task Catalog to Dynasel (JOC 028), MVP (JOC 029), MSC (JOC 030) and Aztec (JOC 031), in the amount of \$2,000,000 each, for a term of one year (commences ninety (90) days after contract execution or upon first Notice to Proceed, whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.
- **(4)** DIRECT that Dynasel, MVP, MSC and Aztec shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$2,000,000.
- ORDER that, after Dynasel, MVP, MSC and Aztec has signed the job order contracts and returned them, (5) together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for the Board.
- (6) ORDER that, upon signature of the job order contracts by the Public Works Director, or designee, any bid bonds posted by such bidders are to be exonerated and any checks or cash submitted for security shall be returned.
- AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this **(7)** project to permit the direct payment of retentions into escrow or the substitution of securities for monies

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withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

- AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work (8) pursuant to Public Contract Code Section 20142.
- (9) AUTHORIZE the Public Works Director, or designee, to increase the value of JOC 028, JOC 029, JOC 030 and JOC 031, by change order(s), up to a contract limit of \$6,210,000, but in no case to more than the amount permitted under Public Contract Code Section 20128.5.
- (10)DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

#### **FISCAL IMPACT:**

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$6,210,000.

## **BACKGROUND:**

To be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration date and maximum contract amounts have or are reached for the existing job order contracts, other projects are still eligible to be accomplished under the JOC program. On July 8, 2025, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for repair, remodeling, and other repetitive work, and bring to the Board recommendations to award up to four contracts. Bids were invited by the Public Works Director, and on August 6, 2025, the Public Works Director received 4 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The four lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Four (4) bids for Job Order Contracts 028, 029, 030 & 031 were received and opened by the Public Works Department on August 6, 2025 and the bid results are as follows:

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BIDDER	AWARD CRITERIA
Dynasel	1.1200
MVP	1.1388
MSC	1.1388
Aztec	1.1451

Staff has determined that the four lowest bids received from Dynasel, MVP, MSC and Aztec are responsive. The Public Works Director recommends the Board award the job order contracts for this project to Dynasel (JOC 028), MVP (JOC 029), MSC (JOC 030) and Aztec (JOC 031).

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as job orders are initiated. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of \$175,000.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If these JOC contracts are not awarded, the County will not have sufficient resources to complete many of the County capital improvement construction projects involving repair, remodeling, and other repetitive work that Public Works is tasked with completing.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3609 Agenda Date: 9/9/2025 Agenda #:

C.187.

**To:** Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

**Report Title:** INTRODUCE Ordinance No. 2025-13 repealing Ordinance No. 88-27, which established traffic mitigation fees for the Briones and Rodeo, Hercules, and Crocket Areas of Benefit; WAIVE reading; and FIX September 16, 2025, for adoption.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

INTRODUCE Ordinance No. 2025-13 repealing Ordinance No. 88-27, which established traffic mitigation fees for the Briones and Rodeo, Hercules, and Crocket Areas of Benefit; WAIVE reading; and FIX September 16, 2025, for adoption, as recommended by the Public Works Director, Briones and Rodeo, Hercules, and Crocket areas.

#### **FISCAL IMPACT:**

No fiscal impact.

## **BACKGROUND:**

On March 15, 1988, Contra Costa County (County) established the Countywide Area of Benefit (AOB) by adopting Ordinance No. 88-27. The Countywide AOB authorized the collection of traffic mitigation fees from developers to fund the construction of transportation improvements necessary to mitigate the traffic impacts of urban development and growth. On March 9, 1993, the County Board of Supervisors adopted Resolution No. 93/104, which divided the Countywide AOB into seven separate regions and traffic mitigation fee programs, which included Briones and the combined Hercules, Rodeo, and Crockett (HRC) boundary as subareas within the regions. Since 1993, the County established multiple AOBs, each with their own mutually exclusive boundary and separate transportation mitigation fee rates, that excluded them from the Countywide AOB.

The traffic mitigation fee rates applicable under the Countywide AOB are currently only applied in the Briones and HRC subareas, which are commonly referred to as the Briones AOB and the HRC AOB. The Countywide AOB only identified one project within the Briones subarea, which has since been constructed. There were eight projects identified for the HRC subarea, seven of which were constructed. The only remaining project in the HRC subarea was identified as an alignment study. Neither the Briones AOB nor the HRC AOB have any viable or constructable projects remaining to complete.

All Countywide AOB funds for the Briones and HRC subareas have been exhausted to construct the identified projects. Increasing fee revenue at a rate significant enough to fund future projects is unlikely for the following reasons: (1) the Countywide AOB fee rates do not adjust for inflation, and (2) historically, the rate of

File #: 25-3609 Agenda Date: 9/9/2025 Agenda #:

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development and urban growth in the areas has not been significant due to the presence of open land trusts, municipal ownership, refinery right-of-way, and topographic constraints.

Based on the aforementioned information provided, administering the Countywide AOB traffic mitigations fees for the Briones and HRC AOBs is unnecessary and should cease until additional capital road projects are identified in future nexus studies and the County adopts ordinances to establish new AOB boundaries and associated traffic mitigation fees.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Failure to adopt Ordinance No. 2025-13 to rescind Ordinance No. 88-27 will result in new developments paying traffic mitigation fees without a nexus to planned projects in the Briones and Hercules, Rodeo, and Crockett Areas of Benefit.

#### **ORDINANCE NO. 2025-13**

(Uncodified)

# (Repealing Area of Benefit Fees within the Briones Area and the Hercules, Rodeo, and Crocket Area)

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

**SECTION 1. Summary and Purpose.** Ordinance No. 88-27 established area of benefit fees to fund transportation improvements within various areas of the County. Currently, area benefit fees established by Ordinance No. 88-27 continue to be imposed only within the Briones area and the Hercules, Rodeo, and Crockett area. This ordinance repeals Ordinance No. 88-27 and area of benefit fees imposed on new development within those areas.

**SECTION 2. Repeal.** Ordinance No. 88-27 is hereby repealed in its entirety and no longer has any force or effect.

**SECTION 3. Effective Date**. This ordinance shall become effective 30 days after passage, and, within 15 days of passage, this ordinance shall be published once, with the names of the Supervisors voting for and against it, in the East Bay Times, a newspaper of general circulation 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	y	[SEAL]

SMS

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## ORDINANCE NO. 88-27 (Countywide Area of Benefit)

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

SECTION I. Summary. This ordinance provides for the adoption of fees to be collected from developments proposed in unincorporated Contra Costa County to fund road improvements.

SECTION II. Authority. This ordinance is enacted, in part, pursuant to Government Code Section 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code.

SECTION III. Notice and Hearing. This ordinance was adopted pursuant to the procedure set forth in Government Code Sections 65962 and 66484 and Ordinance Code Division 913, and all required notices have been properly given and public hearings held.

<u>SECTION IV.</u> <u>Fee Adoption.</u> The following fees to fund road improvements are hereby adopted for the Countywide Area of Benefit, as established by Resolution 88/122 dated March 15, 1988, and shall apply to all development within the Countywide Area of Benefit:

#### WEST COUNTY REGION:

## LAND USE

## RECOMMENDED FEE

Single Family Residential Multiple Family Residential Office Industrial Commercial

\$1,648 per Dwelling Unit \$1,319 per Dwelling Unit \$2.63 per Square Foot Gross Floor Area \$1.15 per Square Foot Gross Floor Area \$4.12 per Square Foot Gross Floor Area

#### CENTRAL COUNTY REGION:

## LAND USE

## RECOMMENDED FEE

Single Family Residential
Multiple Family Residential
Office
Industrial
Commercial

\$2,300 per Dwelling Unit \$1,840 per Dwelling Unit \$3.68 per Square Foot Gross Floor Area \$1.60 per Square Foot Gross Floor Area \$5.75 per Square Foot Gross Floor Area

## LAMORINDA REGION:

## LAND USE

## RECOMMENDED FEE

\$2,300 per Dwelling Unit

Single Family Residential Multiple Family Residential Office Industrial Commercial

\$1,840 per Dwelling Unit \$3.68 per Square Foot Gross Floor Area \$1.60 per Square Foot Gross Floor Area \$5.75 per Square Foot Gross Floor Area

## ALAMO REGION:

## LAND USE

## RECOMMENDED FEE

Single Family Residential Multiple Family Residential Office Industrial Commercial

\$2,201 per Dwelling Unit \$1,762 per Dwelling Unit \$3.52 per Square Foot Gross Floor Area \$1.54 per Square Foot Gross Floor Area \$5.50 per Square Foot Gross Floor Area

## SOUTH COUNTY REGION:

## LAND USE

## RECOMMENDED FEE

Single Family Residential Multiple Family Residential

\$5,276 per Dwelling Unit \$4,216 per Dwelling Unit EAST COUNTY REGION:

#### LAND USE

## RECOMMENDED FEE

Single Family Residential Multiple Family Residential Industrial

\$1,904 per Dwelling Unit \$1,596 per Dwelling Unit \$3.19 per Square Foot Gross Floor Area

\$1.40 per Square Foot Gross Floor Area \$4.99 per Square Foot Gross Floor Area

BETHEL ISLAND REGION:

Commercial

#### LAND USE

#### RECOMMENDED FEE

\$3,347 per Dwelling Unit

Single Family Residential Multiple Family Residential Office Industrial Commercial

\$2,680 per Dwelling Unit \$5.36 per Square Foot Gross Floor Area \$2.32 per Square Foot Gross Floor Area

\$8.37 per Square Foot Gross Floor Area

The fee shall be payable as specified in Chapter 913-4 of the Contra Costa County Ordinance Code, as modified by Government Code section 53077.5, with the follow-Fees from new residential construction within Agricultural ing exception: Preserve or Open Space areas in the General Plan shall be collected upon the issuance of a building permit or at the time specified in Government Code section 53077.5(a), as applicable, and not upon recordation of a parcel map or final subdivision map.

Fee Area. The fee area shall include all of unincorporated Contra SECTION V. Costa County with the following exceptions:

- The Discovery Bay, Oakley, El Sobrante, West Pittsburg, Crow Canyon Road Extension and Pacheco Areas of Benefit.
- The Pleasant Hill BART Station Specific Plan Area. 2.
- 3.
- Assessment District 1984-2 (A.D. 1984-2). Any development required under conditions of approval to construct certain off-site road improvements in lieu of fee payment.

The area of benefit boundaries are described in Exhibit A and the region and subarea boundaries are shown in Figure 1 attached hereto. More detailed maps of the region and subarea boundaries are on file with the Department of Public Works, 255 Glacier Drive, Martinez, California.

SECTION VI. Senior Housing. Nothing in this Ordinance shall be construed to abridge or modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or waive the fees provided for in this Ordinance.

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

SECTION VIII. Effective Date. This Ordinance shall become effective 60 days after passage, and within 15 days of passage, shall be published once with the names of the Supervisors voting for and against it in the Contra Costa Times, a newspaper of general circulation published in this County. Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promtly file a certified copy of this Ordinance with the County Recorder.

PASSED and ADOPTED on March 15, 1988 by the following vote:

AYES:

Supervisors Powers, Fahden, McPeak and Torlakson

NOES: None

ABSENT: Supervisor Schroder

ABSTAIN: None

ATTEST: PHIL BATCHELOR, Clerk of the Board of Supervisors and County Administrator

By:	Ann	Cervelli	Deputy
~y .			DEDUCY

Tom Torlakson

Board Chair

## EXHIBIT A

The boundaries of the Countywide  $\lambda$ rea of Benefit coincide with the boundaries of Contra Costa County.

The boundaries of Contra Costa County are as follows:

Beginning in the Bay of San Francisco at the northwest point of Red Rock, being the common corner of Marin, Contra Costa, and San Francisco; thence up the Straits and Bay of San Pablo, on the eastern boundary of Marin, to the point of intersection with a line bearing south 26-1/2 degrees E., and about six and one-quarter miles distant from the southwest corner of Napa, forming the common corner of Marin, Solano, Sonoma, and Contra Costa; thence to the Straits of Carquinez; thence up said straits and Suisun Bay, to the mouth of the San Joaquin River; thence up said river, to the confluence of the west and main channels thereof, as laid down on Gibbe's map; thence up the said west channel, to a point about 10 miles below Moore and Rhodes' ranch, at a bend where the said west channel, running downward, takes a general course north, the point being on the westerly line of San Joaquin, and forming the northeast corner of Alameda and southeast corner of Contra Costa; thence westerly on the northern line of Alameda to the easterly line of San Francisco; thence due northwest, along said easterly line of San Francisco, four and one-half miles, more or less, to the place of beginning.

Figure 1 shows the boundaries of the regions and subareas. A more detailed map is on file at the County Public Works Department, 255 Glacier Drive, Martinez, CA 94553.



COUNTYWIDE AREA OF BENEFIT REGIONS AND SUBAREAS



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3610 **Agenda Date: 9/9/2025** Agenda #:

C 188

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 Leyda Hernandez; John Muir Medical Center, Concord Campus for R. Flores; Terrell McKnight; Mercury Insurance Company; Carl L. Nix Jr.; and San Ramon Regional Medical Center.

#### **FISCAL IMPACT:**

No fiscal impact.

#### **BACKGROUND:**

Leyda Hernandez: Property damage to vehicle in the amount of \$12,000.

John Muir Medical Center, Concord Campus for R. Flores: Claim for underpayment of bill by Contra Costa Health Plan in the amount of \$7,529.97.

Terrell McKnight: Personal injury claim related to trip and fall in an amount to exceed \$25,000.

Mercury Insurance Company: Property claim for damage to vehicle in an amount to be determined.

Carl L. Nix Jr.: Property claim for broken window and frame in the amount of \$2,000.

San Ramon Regional Medical Center: Claim for underpayment of bill by Contra Costa Health Plan in the amount of \$6,983.47.

#### **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

## Staff Report

File #: 25-3611 **Agenda Date: 9/9/2025** Agenda #:

C.189.

**Board of Directors** To:

Lewis Broschard, Chief, Contra Costa County Fire Protection District From:

Report Title: claims

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

## **RECOMMENDATIONS:**

DENY claim filed by Olga Lilia Uribe.

#### **FISCAL IMPACT:**

No fiscal impact.

## **BACKGROUND:**

Olga Lilia Uribe: Personal injury and property claim related to vehicle accident 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

## Staff Report

File #: 25-3612 **Agenda Date: 9/9/2025** Agenda #:

C 190

To: **Board of Supervisors** 

From: Karen Caoile, Director of Risk Management

Report Title: Final Settlement of Claim, Gina Reed vs. Contra Costa County

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RECEIVE this report concerning the final settlement of Gina Reed and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$95,000.

#### **FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$95,000.

## **BACKGROUND:**

Attorney Leslie A. Leyton, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Gina Reed v. Contra Costa County. The Board's August 5, 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 August 5, 2025, closed session vote of this Board authorizing its negotiated settlement are known publicly.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

**File #:** 25-3612 **Agenda Date:** 9/9/2025 **Agenda #:** C.190.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: RES 2025-297 **Agenda Date: 9/9/2025** Agenda #:

C 191

To: **Board of Supervisors** 

From: David O. Livingston, Sheriff-Coroner

Report Title: Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training

Program FY 2025-2026

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

Ratify the County Administrator's approval of the Office of the Sheriff's submission of a one-time grant in the amount of \$897,915 with the Board of State and Community Corrections (BSCC) as the designated State Administering Agency for the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for and accept this grant funding, subject to compliance with certifications on behalf of the Office of the Sheriff, the District Attorney's Office, the Public Defender's Office, and the Probation Department, for the JAG Equipment and Training Program, for support of countywide law enforcement programs, prosecution and court programs, prevention and education programs, drug treatment and enforcement programs, mental health programs and related law enforcement and corrections programs, for the period October 1, 2025 through September 30, 2026.

#### FISCAL IMPACT:

Approval of this request will result in up to \$897,915 in one-time revenue and will be funded 100% by Federal funds. There is no required County match and any departmental costs above the grant award amount, including those beyond the grant funding period, will be absorbed by the respective participating department and within their existing allocations. There will be no County backfill.

The following departments met to discuss this one-time non-competitive grant opportunity and agreed upon the funding split of up to \$200,000 for each, with the exception of the Sheriff's Office. The Office of the Sheriff's allocation includes additional funding for serving as the Lead Public Agency (LPA) to serve as coordinator for all grant activities including grant management and administration, for the Edward Byrne Memorial Grant Equipment and Training Program. The additional allocation will cover management and administration costs of the grant, including personnel and operational costs directly related to grant management. (AL #16.738)

The participating County Departments and grant budgets are as follows:

Office of the Sheriff's Allocation: \$330,920 District Attorney's Office Allocation: \$200,000 Probation Department's Allocation: \$176,507 Public Defender's Allocation: \$190,488 **File #**: RES 2025-297 **Agenda Date**: 9/9/2025 **Agenda #**:

C.191.

Total grant award: \$897,915

## **BACKGROUND:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Equipment and Training Program Grant provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

## Office of the Sheriff:

The Office of the Sheriff is proposal to the Board and State of Community Corrections (BSCC) Justice Assistance Grant (JAG) a grant award for the purchase of three patrol vehicles dedicated to the Mental Health Evaluation Team (MHET). MHET pairs a specialty trained deputy with a Licensed mental health clinician to conduct follow-up visits with individuals who have recently experienced a mental health crisis or related issues. These contacts are critical in connecting individuals to appropriate services, reducing repeat crises, and enhancing public safety. Dedicated patrol vehicles will ensure MHET teams have reliable transportation and the specialized tools they need to respond effectively. Having assigned vehicles will also increase efficiency and allow for rapid deployment when follow-up or crisis intervention is needed. Grant funds will fully cover the purchase and outfitting of these vehicles, directly enhancing the Office of the Sheriff's ability to respond to mental health-related calls and improving outcomes for individuals and the community.

## **District Attorney's Office:**

Since the passage of the Racial Justice Act, codified in Penal Code Section 745, there has been a clear need for analytical support to evaluate fairness in prosecutorial practices and to effectively respond to litigation brought under the RJA, which predominantly involves challenges in the prosecution of violent crimes. Sicuro Analytics will provide innovative software to deliver the critical statistical analysis and reporting required by the RJA.

Accurate and comprehensive case data with a case management system is essential for evaluating trends, improving case processing, and ensuring the equitable administration of justice. Currently, much of this information is stored across fragmented systems that are difficult to access and analyze. Without the ability to collect and evaluate case-level data in a structured and timely manner, efforts to advance equity and accountability remain limited.

Sicuro Analytics offers the expertise and tools to obtain, verify, and analyze case-related data. A specialized data solutions provider, Sicuro's software provides for secure data management and aggregated statistical analysis. Their services will enable the Contra Costa County District Attorney's Office (CCCDAO) to transform raw case data on violent crime prosecution into actionable insights that strengthen public safety outcomes, improve operational efficiency, and enhance accountability.

Through this software, CCCDAO will gain the capacity to analyze violent crime offender data to ensure fair and equitable treatment in prosecutorial decision-making. These analyses will also allow the Office to respond accurately and efficiently to Racial Justice Act litigation.

Sicuro Analytics' software will enable the District Attorney's Offices to:

• Analyze violent crime and offender data to promote fairness in prosecutorial decision making;

File #: RES 2025-297 **Agenda Date: 9/9/2025** Agenda #: C.191.

- Rapidly and accurately respond to Racial Justice Act litigation;
- Enhance internal decision-making through data-driven insights;
- Provide stakeholders with accurate, unbiased information; and
- Fulfill PC 745 data discovery requests with precision and efficiency.

This project aligns with the goals of the JAG program and the priorities of the BSCC by advancing data driven strategies to improve the fairness, effectiveness, and efficiency of the justice system. By leveraging Sicuro Analytics' expertise, the District Attorney's Office will be able to strengthen transparency, demonstrate measurable outcomes, and enhance services to the community.

## **Probation Department:**

The Contra Costa County Probation Department is applying for the Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program, Program Purpose Area 1: Law Enforcement Program. If awarded, the Department intends to utilize the funds to support a critical mental health training initiative and acquire essential equipment to enhance both officer and community safety. Through this combination of evidence-based training and safety-enhancing equipment, the Contra Costa County Probation Department will strengthen its capacity to serve the community, protect staff, and safeguard clients.

## Mental Health Training:

A portion of the grant funds will be allocated to implement a department-wide Crisis Intervention and Behavioral Health training. This training will be delivered by Embassy Consulting Services and will be made available to all sworn and non-sworn personnel. The curriculum will address topics such as mental illness, stigma, substance use disorders, developmental disabilities, and related areas. The training is designed to

strengthen staff knowledge, reduce stigma, and equip officers with strategies to respond effectively and safely during encounters involving individuals in crisis.

## Safety Equipment:

In addition to the training initiative, the Department seeks to purchase three TruNarc devices to expand its existing inventory. TruNarc devices are portable analyzers that rapidly identify suspected narcotics without the need to open containers. This technology has significantly improved officer safety by reducing potential exposure to highly dangerous substances such as fentanyl while simultaneously enhancing operational efficiency in both field and custodial settings. The acquisition of additional devices will further reduce risks to staff and clients, while improving the accuracy and timeliness of narcotics detection.

## **Public Defender's Office:**

The Contra Costa County Public Defender's Office (CCPD) is requesting state funding for five vehicles to support the work of the Department's Client Services Unit (CSU). The CSU is currently comprised of 18 team members, including Forensic Social Workers and Client Services Specialists. The staff currently share 6 county vehicles through a pooled car system. This limited access to transportation restricts their ability to engage in timely, consistent fieldwork. Staff frequently encounter situations in which vehicles are unavailable, delaying critical services and reducing our capacity to respond effectively to client needs. CSU team members travel throughout the county and beyond to perform essential duties, including meeting with clients in custodial facilities, hospitals, and state institutions, as well as transporting clients to court appearances, residential treatment programs, and other services throughout the Bay Area and across California. Reliable access to vehicles is necessary not only to maintain the quality and consistency of client care but also to ensure staff can

perform their jobs safely and efficiently.

Due to the short grant notification of award to grant submission deadline turnaround period, the request for the Board's approval could not be submitted sooner. To ensure the County did not miss this one-time non-competitive funding allocation, the County Administrator approved the submission of the grant application by the Monday, September 8, 2025 deadline.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Board does not approve, the Office of the Sheriff would be unable to apply for and accept the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program FY 2025-2026 Grant on behalf of itself, the District Attorney's Office, the Probation Department, and the Public Defender's Office.

## THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Applying for and Accepting the U.S. Department of Justice, Edward Bryne Memorial Justice Assistance Grant (JAG) Equipment and Training Program FY 2025-2026;

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice, with the Board of State and Community Corrections (BSCC) as the designated State Administering Agency for the JAG Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby authorize the Sheriff-Coroner, Undersheriff, or the Sheriff's Chief of Management Services, as the designated lead agency for the County, 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 actions necessary for the purpose of obtaining Federal financial assistance, including grant modifications and extensions, provided by the U.S. Department of Justice, and sub-granted through the State of California related to the Edward Byrne Memorial Justice Assistance Grant Equipment and Training Program FY 2025-2026.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: RES 2025-298 **Agenda Date: 9/9/2025** Agenda #:

C.192.

To: **Board of Supervisors** 

From: David O. Livingston, Sheriff-Coroner

Report Title: 2025 Emergency Management Performance Grant Program

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, accept, and approve grant amendments and extensions thereof, pursuant to State guidelines with the California Governor's Office of Emergency Services for the 2025 Emergency Management Performance Grant, with an initial allocation of \$321,658 to develop and maintain the level of capability to prepare for, mitigate, respond to, and recover from emergencies and disasters, for the initial period of July 1, 2025 through June 30, 2027.

#### **FISCAL IMPACT:**

Approval of this request will result in up to \$321,658 in revenue and will be funded 100% by Federal funds with the State as the fiscal agent. This grant requires an in-kind match in the grant award amount, which is currently budgeted within the Office of the Sheriff budget. (CDFA# 97.042)

#### **BACKGROUND:**

The mission of this grant is to assist State, Local, and Tribal governments in preparing for all-hazards emergencies. This grant supports a comprehensive, all-hazards emergency preparedness system by building and sustaining emergency management capabilities locally. The Operational Area of Contra Costa County has received Emergency Management Performance Grant (EMPG) funds annually from the California Governor's Office of Emergency Services for over fifteen years.

The continuation of this program is critical to maintaining the quality and quantity of emergency management programs provided within the County. This funding will allow for enhanced coordination and communication among the disciplines within the Operational Area to maximize protective actions, emergency preparedness, and effective response to emergencies and disasters. The initial EMPG program allocation provided to the County by the U.S. Department of Homeland Security and sub-granted through the State of California is \$321,658.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve, the Sheriff's Office will be unable to take advantage of this grant opportunity.

## THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Applying for, Accepting and Executing the 2025 Emergency Management Performance Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the Emergency Management Performance Grant program administered by the California Governor's Office of Emergency Services (CalOES):

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the Sheriff-Coroner, the 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 actions necessary for obtaining Federal financial assistance including grant modification and extensions, provided by the U. S. Department of Homeland Security and sub-granted through the State of California.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

**Agenda Date:** 9/9/2025 **Agenda #**:

C.193.

**To:** Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Trakka USA LLC

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RESCIND prior Board Action (25-2166) from June 10, 2025, which approved and authorized the Sheriff-Coroner, or designee, to execute a contract with Trakka USA LLC, in an amount not to exceed \$389,505 for a multi-sensor surveillance system for the Office of the Sheriff helicopter, for the period June 1, 2025 through May 31, 2027; and

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Trakka USA LLC, in an amount not to exceed \$427,482, for a multi-sensor surveillance system for the Office of the Sheriff helicopter, for the period June 1, 2025 through May 31, 2027.

#### **FISCAL IMPACT:**

Approval of this request will result in up to \$427,482 in contractual service expenditures over a 2-year period and will be funded 100% by the County Law Enforcement Capital Project Fund.

## **BACKGROUND:**

This Board request is to correct the prior action (25-2166) to instead authorize the Purchasing Agent to execute a purchase order and to update the payment limit.

Trakka USA LLC delivers advanced, mission-critical equipment for law enforcement aviation operations. Their integrated solutions include thermal imaging cameras, searchlights for enhanced nighttime visibility, and mapping systems that provide real-time intelligence and situational awareness. Trakka USA LLC designs, manufactures, installs, and supports all its products, ensuring reliability and performance in the field. These systems are mounted on aerial law enforcement platforms to support a wide range of critical missions, including crime prevention, anti-terrorism operations, search and rescue, and the apprehension of felony suspects-ultimately enhancing public safety and community protection.

The Contra Costa County Office of the Sheriff urgently needs this advanced equipment to fulfill the mission of protecting and serving the community. The Office of the Sheriff's current aerial camera and mapping system is outdated and increasingly unreliable, often compromising the ability to respond effectively. Upgrading to Trakka's system will ensure the helicopter remains mission-ready, significantly enhancing the Office of the Sheriff's capabilities in rapid response, search and rescue operations, and the apprehension of dangerous felons

which ultimately strengthens public safety across the County.

The General Terms and Conditions of Sale includes a limitation of liability provision.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If the TRAKKA System is not approved, the Contra Costa County Office of the Sheriff will be left without the mission-critical equipment necessary to maintain an effective aerial law enforcement capability. The current camera and mapping systems are deteriorating and are expected to fail completely in the near future. Without this essential technology, the Sheriff's Office Air Support Unit will no longer be able to provide reliable aerial assistance to ground units, significantly diminishing the ability to respond to emergencies and support law enforcement operations. This would directly impact public safety and reduce the level of service the community depends on. Additionally, the Sheriff's search and rescue missions, which rely heavily on this equipment, would be severely compromised, placing both rescuers and those in need at greater risk.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3710 Agenda Date: 9/9/2025 Agenda #:

C.194.

**To:** Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: Allied Universal Electronic Monitoring US, Inc. f/k/a Attenti US, Inc.

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to increase the payment limit with Allied Universal Electronic Monitoring US, Inc. f/k/a Attenti US, Inc., by \$15,000 to a new payment limit of \$715,000, for the purchase of electronic home monitoring services, equipment and related products as needed at the Office of the Sheriff's Custody Alternative Facility, with no change to the term through November 30, 2025.

## **FISCAL IMPACT:**

Approval of this request will result in up to an additional \$15,000 in contractual service expenditures and will be funded 100% by the General Fund.

#### **BACKGROUND:**

This Board request is to increase the payment limit of an existing contract, approved on December 6, 2022 (C.46) by \$15,000 to a new payment limit of \$715,000.

The Office of the Sheriff operates an Electronic Home Detention program intended as an alternative to incarceration for those persons who are qualified for home detention. This program provides significant savings to the County when compared to regular incarceration. It also keeps the County within the daily population standard as required in the three detention facilities.

Allied Universal Electronic Monitoring US, Inc. (formerly Attenti US, Inc.) develops, manufactures and provides innovative technology products for the criminal justice industry that help ensure the safety of communities and efficient, secure monitoring and tracking operations. Allied is a leading global provider of presence and location verification technologies and offers a complete suite of proprietary products and services. The vendor's solutions can be customized, and are based upon a full-featured, integrated platform that is scalable and highly flexible to meet the Office of the Sheriff's unique needs now and in the future.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Board does not approve, the vendor cannot continue to provide services, which would cause the Office of the Sheriff to suspend the Electronic Home Detention Program and limit the Office of the Sheriff's options for

**File #:** 25-3710 **Agenda Date:** 9/9/2025 **Agenda #:** C.194.

alternatives to incarceration.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

C.195.

**To:** Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: Allied Holdings Group, LLC d/b/a Allied Medical Waste

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Allied Holdings Group, LLC d/b/a/ Allied Medical Waste in an amount not to exceed \$195,000 to provide chemical waste pick-up and disposal services for the Office of the Sheriff Forensic Services Division, for the period October 1, 2025 through September 30, 2027.

#### **FISCAL IMPACT:**

Approval of this request will result in up to \$195,000 in contractual service expenditures and will be funded 100% by the General Fund.

#### **BACKGROUND:**

Allied Holdings Group, LLC d/b/a/ Allied Medical Waste specializes in pick-up, treatment and disposal of chemical waste, such as hazardous chemicals. They have expertise with handling, transportation, and tracking of hazardous waste. Allied provides services to customers in all 50 states.

The Office of the Sheriff Forensic Services Division's Crime Laboratory is responsible for the analysis of evidence for the criminal justice system. The laboratory generates chemical waste in the process of analyzing evidence. According to federal and state regulations, this waste must be disposed of through a waste management company.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve, the Office of the Sheriff Forensic Services Division's Crime Laboratory will be unable to have chemical waste picked up and disposed of, which would result in the suspension of evidence analysis and a violation of state regulations.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3639 Agenda Date: 9/9/2025 Agenda #:

C.196.

**To:** Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: Forensic Technology, Inc.

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RESCIND prior board action (24-2367) from August 6, 2024, which approved and authorized the Sheriff-Coroner, or designee, to execute a contract with Forensic Technology, Inc. in an amount not to exceed \$65,330 to provide preventive maintenance and service on the IBIS BrassTraxx Acquisition and IBIS Matchpoint Systems for the Office of the Sheriff Forensic Services Division, for the period October 15, 2024 through October 14, 2026; and

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Forensic Technology, Inc. to provide preventive maintenance and service on the IBIS BrassTraxx Acquisition and IBIS Matchpoint Systems for the Office of the Sheriff Forensic Services Division, in an amount not to exceed \$93,619, for the period October 15, 2024 through October 14, 2026.

#### **FISCAL IMPACT:**

Approval of this request will result in up to \$93,619 in contractual service expenditures and will be funded 100% by the General Fund.

#### **BACKGROUND:**

This Board request is to correct the prior action (24-2367), to authorize the Purchasing Agent to execute a purchase order and to update the payment limit.

Forensic Technology, Inc. (FTI) manufactures the IBIS BRASSTRAX Acquisition and IBIS MATCHPOINT systems. This equipment allows the Office of the Sheriff Forensic Services Division crime laboratory to capture images of firearms evidence and search the images in ATF's National Integrated Ballistic Identification Network (NIBIN) to determine if evidence is associated with other incidents. FTI is the only company approved to manufacture or provide service to equipment on ATF's NIBIN network. They also ensure on-going compliance with ATF and DOJ security regulations.

The Terms and Conditions include indemnification and limitation of liability provisions.

File #: 25-3639 Agenda Date: 9/9/2025 Agenda #:

C.196.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve, the Office of the Sheriff Forensic Services Division crime laboratory will be unable to process firearms related evidence, which would result in suspension of entries into NIBIN.



1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3640 Agenda Date: 9/9/2025 Agenda #:

C.197.

**To:** Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: RATIFY the County Administrator's execution of the SO Federal Equitable Sharing Agreement

and Certification, on behalf of the Board Chair

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

RATIFY the County Administrator's execution of the Federal Equitable Sharing Agreement and Certification, on behalf of the Board Chair, for the Office of the Sheriff's timely reporting to the Department of Justice for federally forfeited funds, property, and interest earned revenue and its use for specific law enforcement purposes during fiscal year 2024-25.

#### **FISCAL IMPACT:**

There is no fiscal impact.

#### **BACKGROUND:**

The Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency (SO), and (3) the governing body head, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification is a prerequisite to receiving any equitably shared cash, property, or proceeds.

The Equitable Sharing Agreement and Certification summarizes the Office of the Sheriff's annual portion of federal asset forfeitures received, interest accrued, and funds spent. The form requires approval from both Sheriff Livingston and the Governing Body Head of Contra Costa County prior to submission. Due to the quick turnaround between the end of the fiscal year, reporting deadline of August 31, 2025, and limited August meetings, it was not feasible for the financial reporting to be brought to the Board sooner. The County Administrator signed the agreement and certification, understanding the Office of the Sheriff would request Board ratification at the next available meeting.

**File #:** 25-3640 **Agenda Date:** 9/9/2025 **Agenda #:** 

C.197.

# CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve, the Office of the Sheriff could be out of compliance and not be able to participate in the federal Equitable Sharing Program in the future.

OMB Number 1123-0011 Expires: May 31, 2028



## **Equitable Sharing Agreement and Certification**



NCIC/ORI/Tracking Number: CA0070000 Agency Name: Contra Costa County Office Of The Sheriff Type: Sheriff's Office

Mailing Address: 1980 Muir Road

Martinez, CA 94553

**Agency Finance Contact** Name: Anderson, Heike

Phone: 9256550023 Email: hande@so.cccounty.us

**Jurisdiction Finance Contact** 

Name: David, Donn

Phone: 9256550007 Email:DDavi003@so.cccounty.us

**ESAC Preparer** 

Name: Anderson, Heike

Phone: 9256550023 Email: hande@so.cccounty.us

FY End Date: 06/30/2025 Agency FY 2026 Budget: \$343,052,746.00

# **Annual Certification Report**

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
Beginning Equitable Sharing Fund Balance	\$488,710.70	\$597,985.54
2 Equitable Sharing Funds Received	\$31,254.29	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$23,237.24	\$5,684.56
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$54,491.53	\$5,684.56
7 Equitable Sharing Funds Spent (total of lines a - n)	\$16.00	\$16.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$543,186.23	\$603,654.10

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA <sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Law Enforcement Administrative Costs	\$16.00	\$16.00
b	Training and Education	\$0.00	\$0.00
С	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
е	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
П	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$16.00	\$16.00

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# Equitable Sharing Funds Received From Other Agencies Transferring Agency Name **Justice Funds Treasury Funds** Other Income Other Income Type **Justice Funds Treasury Funds Salaries** Salary Type **Justice Funds Treasury Funds** Non-Categorized Expenditures Description **Justice Funds Treasury Funds Paperwork Reduction Act Notice** Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005. **Privacy Act Notice** The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications. Single Audit Information **Independent Auditor** Name: Chhim. Guian Company: Macias, Gini & O'Connell LLP (MGO) Phone: 925 395-2837 Email: Gchim@mgocpa.com Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit

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Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362588

performed, select Threshold Not Met.

NO  $\square$ 

YES X

THRESHOLD NOT MET

## **Affidavit**

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide* to *Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

# **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- **1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- **2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- **3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- **4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- **5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

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Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

- **7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.
- **8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

## **Civil Rights Cases**

During the past fiscal year: (1) has any court or administrative agency issued any finding,
judgment, or determination that the Agency discriminated against any person or group in
violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered
into any settlement agreement with respect to any complaint filed with a court or administrative
agency alleging that the Agency discriminated against any person or group in violation of any of
the federal civil rights statutes listed above?
☐ Yes ☒ No

## **Agency Head**

Name:Livingston, David

Title: Sheriff

Email: dlivi@so.cccounty.us

Signature: Submitted Electronically Date: 08/12/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

# **Governing Body Head**

Name: Nino, Monica

Title: County Administrator

Email: Monica.Nino@cao.cccounty.us

Signature: Submitted Electronically Date: 08/18/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/18/2025

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# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3711 Agenda Date: 9/9/2025 Agenda #:

C.198.

**To:** Board of Supervisors

**From:** David O. Livingston, Sheriff-Coroner

Report Title: Bay Alarm Company - Sponsorship Funding

⊠ Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Bay Alarm Company, in an amount up to \$60,000 to fund scholarships, classes and recruitment efforts for the Sheriff Law Enforcement Training Center, with the Sheriff's Charities, Inc., serving as the fiscal agent, for the period January 1, 2026 through December 31, 2027.

#### **FISCAL IMPACT:**

Approval of this request will result in \$60,000 in revenue over a 2-year period.

#### **BACKGROUND:**

Bay Alarm Company provides scholarship funding to promote the education and training of local law enforcement recruits and officers. Additionally, Bay Alarm Company provides funding for advertisement, along with event and media support, for the recruitment of law enforcement officers.

The Sponsorship and Licensing Agreement will result in \$30,000 in revenue in the first year and \$30,000 in revenue in the second year. Bay Alarm Company will donate an additional \$5,000 in each year of the two-year term to be utilized at the discretion of the Board of Directors of Sheriff's Charities, Inc., for such philanthropic purposes as are set forth in its Articles of Incorporation.

The Sponsorship and Licensing Agreement includes an indemnification provision. The indemnification clause holds the County responsible for all legal costs incurred in the defense of a claim should the County choose to hire counsel separate from the indemnifying party.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve, it would negatively impact law enforcement efforts in the County. The County would not have assistance in advertising for recruits or promoting awareness of the local availability of courses and services or allowing for the continued curriculum that would otherwise be eliminated. The County would not have access to scholarships that would be given to qualified candidates.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

File #: 25-3712 **Agenda Date: 9/9/2025** Agenda #:

C.199.

To: **Board of Supervisors** 

From: David O. Livingston, Sheriff-Coroner

**Report Title:** Sheriff's Work Alternative Program (SWAP)

⊠Recommendation of the County Administrator □ Recommendation of Board Committee

#### **RECOMMENDATIONS:**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contracts with Martinez Marina and Richmond Police Activities League for County's placement of participants in the Sheriff's Work Alternative Program (SWAP), for the period September 1, 2025 through June 30, 2026.

### **FISCAL IMPACT:**

There is no fiscal impact.

#### **BACKGROUND:**

Since the early 1980s, work alternative or work-for-credit programs have been utilized in county jails to provide work experience, inmate rehabilitation and community restitution for the societal costs of criminal activity. Specifically, Penal Code section 4024.2 provides for a work release program, which our County has operated since 1983. Inmates accepted into the program provide public service labor at no cost to the County while relieving housing costs associated with incarceration. Assigned inmates report to work sites, perform tasks that might not otherwise be funded and satisfy court judgments.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

The consequence of a negative action on this request would reduce the number of approved work sites in the Office of the Sheriff's Work Alternative Program (SWAP).

Offer Date: August 19, 2025

This **COMMITMENT AND REBATE PROGRAM** (the "**Program**") is by and between Becton, Dickinson and Company, on behalf of itself and its related legal entities, located at 1 Becton Drive, Franklin Lakes, NJ 07417 ("**BD**") and County of Contra Costa for the Contra Costa Regional Medical Center, located at 2500 Alhambra Ave., Martinez, CA 94553-3156 (the "**Customer**"), on behalf of its qualifying facilities included in <u>Exhibit D</u> (together with Customer, the "**Qualifying Facilities**"). BD and Customer are each a "**Party**" and, collectively, the "**Parties**" to this Program.

- 1. **Term.** The term of this Program is effective upon the first calendar day of the month following the last date of signature of this Program ("**Effective Date**") and will expire 60 months thereafter unless terminated earlier pursuant to Section 9 of Exhibit A (the "Commitment Terms").
- 2. Commitment Program Details. Customer, as further described in Exhibit D and BD agree to the commitment details as described in Exhibit A (the "Commitment Terms"), hereto. Product pricing, if applicable, shall be according to Commitment terms specified in Exhibit A. Notwithstanding anything to the contrary herein, the Product pricing set forth herein shall not be fixed and may be increased (in part or in whole) by BD annually during the Term of the Agreement, with such increase (a) to be governed per the terms of Customer's GPO Agreement in place at such time, or (b) if the Customer is not a member of a GPO, not to exceed, in the aggregate, five percent (5%).
- **3. Rebate Program Details.** Provided Customer is compliant with this Program, BD will provide rebates described in Exhibit B to Customer for the purchase of Products as further described in Exhibit A.
- **4. Purchase of Products.** All purchases of Products by Customer shall be governed by purchase terms outside of this Program. If Customer has purchased product as a member of a group purchasing organization or an integrated delivery network that has an in effect agreement with BD that covers the supply of the Product (a "GPO/IDN Program"), or through an authorized distributor, the terms and conditions of such GPO/IDN or distribution agreement shall control.
- 5. The Parties acknowledge and agree that this Program will supersede and replace the Pricing & Commitment Agreement effective May 11, 2022 (the "Previous Agreement") and that the Previous Agreement is no longer in effect as of the Effective Date of this Program.
- 6. **Execution of Counterparts**. This document may be executed in one or more counterparts and delivered by electronic mail, each with original signatures visible, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

Each person signing this Program represents that he/she intends to and has the authority to bind his/her Party to this Program. The Customer signature below is on behalf of the Qualifying Facilities.

This offer terminates if not signed by Customer and BD within 90 days of the Offer Date.

COUNTY OF CONTRA COSTA FOR THE	BECTON, DICKINSON AND COMPANY
CONTRA COSTA REGIONAL MEDICAL	
CENTER	
Notice Address:	Notice Address: <u>1 Becton Drive, MC242</u>
City/State/Zip:	City/State/Zip: Franklin Lakes, NJ 07417
Attention:	Attention: Contract Offer Development
Signature:	Signature: Matthew Gis
Print Name:	Print Name: Matthew Geis

	COMMITMENT AND REBATE PROGRAM
Title:	Title: Associate Director Contracts
Date:	Date:19-Aug-2025
	BECTON, DICKINSON AND COMPANY
	Signature:
	Print Name: Diana L Curtis
	Title: Contracts Consultant, Infusion Consumables
	Date:

#### EXHIBIT A

#### **Commitment Terms**

1. Product Categories; GPO Agreements; Price Tiers:

<b>Product Category</b>	GPO	Current GPO Contract #	GPO Contract Name	Price Tier/Price
Dedicated Infusion Disposable Sets (pump sets)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3

- a) In the event Customer's current GPO Agreement terminates and the GPO enters into a new GPO Agreement with BD ("New GPO Agreement"), Customer may: (i) continue with this Program subject to the Volume Commitment Amount and pricing as per the GPO Agreement, subject to any applicable price increase, or (ii) negotiate new Product pricing as set forth in the New GPO Agreement and execute a new pricing program provided the Utilization Commitment does not decrease. In the event the GPO does not enter into a new Agreement, BD may extend local pricing to Customer through the expiration of this Agreement.
- b) In the event Customer ceases to be a member of the GPO referenced in this Exhibit A or Customer provides notice to BD of a change in primary GPO, BD shall confirm pricing in writing and within 60 days of Customer's change in primary GPO, align the pricing in this Program to the Product pricing set forth in the agreement between BD and Customer's new GPO under the pricing tier for which Customer qualifies. All other terms of this Program will continue in full force and effect. In the event Customer ceases to be a member of the GPO referenced in this Exhibit A, and Customer is not a member of a new GPO, BD shall offer new pricing.
- c) In the event Customer ceases to be a member of the GPO referenced in this <u>Exhibit</u> A, and Customer is not a member of a new GPO, then this Agreement will continue, and BD shall align Product pricing to non-GPO pricing.
- d) Notwithstanding this Section, any changes to Customer's Volume Commitment Amount or Utilization Commitment shall be made through written agreement or through a written amendment executed by both Parties.
- 2. Compliance Requirements. For each Annual Period, the Qualifying Facilities, in the aggregate, shall purchase from BD, its affiliates or Authorized Distributors, at least (a) the percentage of their Total Requirements of products within each Product Category stated in the table below (the "Utilization Commitment") and (b) the total dollar amount spend for each Product Category stated in the table below (the "Volume Commitment Amount"). "Total Requirements" means, with respect to each Product Category, the total dollar amount spent on all such Products in such Product Category by the Qualifying Facilities during each Annual Period. "Annual Period" means each 12-month period during the Term as of the Effective Date (it being understood that if the final Annual Period is less than 12 months, the Purchase Commitment will be prorated for such partial Annual Period).

#### **Utilization Commitment and Volume Commitment Amount:**

Product Category	Utilization Commitment	Volume Commitment Amount	Percent of Competing Product That May Be Purchased ONLY from A Full Line Supplier	Percent of Competing Product That May Be Purchased from a Full Line Supplier AND A Non-Full Line Supplier
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	N/A	\$55,000	N/A	N/A

- 3. Compliance Review Process. BD reserves the right to determine via audit of Customer and Qualifying Facilities whether Qualifying Facilities are in compliant with the Purchase Commitment hereunder. In connection with such audit, Customer will provide all relevant information regarding the Qualifying Facilities' aggregate and individual total purchases of Products during each Annual Period. If any review by BD during the Term reveals that Qualifying Facilities are not in compliance with the Purchase Commitment, BD may issue a notice of non-compliance to Customer (the "Non-Compliance Notice"). If BD issues a Non-Compliance Notice to Customer and the purchases of Products purchased directly from BD or an authorized distributor of BD do not reach the Purchase Commitment, in the aggregate, on a cumulative annualized basis, within 30 days of receipt of the Non-Compliance Notice, BD, upon notice to Customer may (i) prospectively adjust the pricing of all Products to Qualifying Facilities for the remainder of the Term to the applicable GPO Program Tier level pricing for the amount of Products the Qualifying Facilities, in the aggregate, on an annualized basis, are then purchasing via purchase of such Products from BD or an authorized distributor of BD and/or (ii) work with Customer and the applicable Qualifying Facility to implement an appropriate compliance plan.
- 4. Carveout. Purchases of Competing Products from a non-full line supplier will not be counted in calculating compliance with the Purchase Commitment and the Volume Commitment Amount will be equitably adjusted to reflect purchases of Competing Products from non-full line suppliers; provided, however, if the Qualifying Facilities purchase (i) more than the percentage of Competing Products from full line suppliers per Product Category as outlined in the table in Section 2 of Exhibit A and/or (ii) more than percentage of Competing Products from full line suppliers and non-full line suppliers as outlined in the table in Section 2 of Exhibit A, then, notwithstanding anything to the contrary contained herein, BD may pursue the remedies set forth in Section 8. Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line suppliers and (ii) a full-line suppliers and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line suppliers and a full-line suppliers. As used in this Section 4: (x) "full line supplier" means a third party that does or could commercially reasonably market or offer for sale, directly or through a third party that does not or could not commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; (y) "non-full line supplier" means a third party that does not or could not commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; and (z) "Competing Products" means any product that is functionally similar to the Products of BD.
- 5. **Certification; Audit Right**. Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line supplier or its/their authorized distributors and (ii) a full-line supplier or its/their authorized distributors and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line supplier or its/their authorized distributors and a full-line supplier or its/their authorized distributors.
- 6. **Innovative Technology Carve-out.** If, after the Effective Date during the Term, Innovative Technology becomes commercially available to the entire market in the United States from any supplier and BD cannot offer Innovative Technology at comparable prices, then the Qualifying Facilities may contract with other suppliers for Innovative Technology and such purchases will not be counted in calculating compliance with the Purchase Commitment. "**Innovative Technology**" means a product that, as compared to existing Products and as demonstrated in independent, peer-reviewed publication(s): (a) offers

significant technological advancements; (b) will significantly improve clinical outcomes or patient care; or (c) will significantly streamline work processes.

7. Qualifying Facilities. Qualifying Facilities may only be added or removed from this Program upon written agreement or through a written amendment executed by both Parties. If Qualifying Facilities are added, deleted or divested after the Effective Date, BD reserves the right to review and modify the Purchase Commitment(s) accordingly. Any Qualifying Facility that ends its affiliation with Customer for any reason, including, without limitation, as a result of termination of its agreement with Customer, shall not as of the effective date of such cessation, be entitled benefit from the additional value under this Program. Customer shall promptly notify BD in writing of such cessation. If a Product is discontinued or divested, the commitment / baseline numbers will be adjusted accordingly.

#### 8. Purchase Commitment Compliance.

- a) If the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period, BD reserves the right to prospectively adjust the Qualifying Facilities' prices of Products covered by this Program to Customer's qualified pricing.
- b)In addition, if (a) the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period or (b) Customer terminates this Program pursuant to Section 9, BD reserves the right to require Customer to:
  - i. purchase within 30 calendar days a quantity of Products necessary to satisfy the Volume Commitment Amount for each Product Category for the current Annual Period in which the Qualifying Facilities have failed to meet the Purchase Commitment; or
  - ii. pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the difference between the annual Volume Commitment Amount for each Product Category in which Customer has not met the Volume Commitment Amount and the amount Customer actually purchased in that Product Category for the current Annual Period; and for each remaining Annual Period, pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the Volume Commitment Amount for each Product Category in which Customer has not met or will not meet the Purchase Commitment.
- c) For avoidance of doubt, in the event Customer does not meet the Purchase Commitment during an Annual Period, for less than all Product Categories covered by this Program, this Program will survive with respect to those Product Categories in which Customer has achieved the Purchase Commitment.
- d)In the event Customer has not met the Volume Commitment Amount in any Annual Period, but has met the Utilization Commitment, provided Customer submits information reasonably necessary to verify Customer's fulfillment of the Utilization Commitment, including Customer's total purchases for all Competing Products in each relevant Product Category during the applicable Annual Period, BD may not pursue the rights set forth in Section 8(b).
- e) To the extent a Product(s) supply shortage or discontinuation by BD of a Product without replacement impacts Customer's ability to achieve the Purchase Commitment, BD will not pursue the rights set forth in Section 8(b) and will hold Customer harmless on any resulting shortfall remedies for the applicable Annual Period

#### 9. Termination.

- a) Termination without Cause. Subject to Section 8, either Party may terminate without cause on 90 days' notice.
- b) Termination for Cause. Either Party may terminate this Program upon written notice if the other Party: (a) fails to comply with any material term or condition of this Program and fails to cure such non-compliance within 30 calendar days (or within 10 calendar days for any past due payment) after receipt of written notice providing reasonable details of such non-compliance; (b) terminates or suspends substantially all its business activities; or (c) becomes subject to any bankruptcy or insolvency proceeding
- 10. **Governing Law.** This Program is and will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.
- 11. Subcontract and Assignment. No party may assign this Program and any of its rights and obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. This Program will be binding on, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of each party.

12. Independent Contractor Status. The parties are independent contractors and neither party is nor will be an agency, distributor or representative of the other. Neither party may act or represent itself directly or by implication as an agency of the other or in any manner assume or create any obligation on behalf of (or in the name of) the other. Neither party has authorization to enter into any contracts, assume any obligations, or make any warranties or representations on behalf of the other party. Nothing in this Program may be construed to establish a partnership or joint venture relationship between the parties.

## **EXHIBIT B**

Rebate Program

(reserved)

# Exhibit C

## **Products and Pricing**

(reserved)

## EXHIBIT D

# **Qualifying Facilities**

ACCOUNT NAME	ADDRESS	CITY	STATE	ZIP
CONTRA COSTA REGIONAL MEDICAL CENTER	2500 ALHAMBRA AVE	MARTINEZ	CA	94553-3156
WEST COUNTY HEALTH CENTER	13601 SAN PABLO AVE	SAN PABLO	CA	94806
PITTSBURG HEALTH CENTER	2311 LOVERIDGE RD	PITTSBURG	CA	94565-5117

Project Name: On Call EDA

Project No.: Various

## 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) <u>Subject</u>: 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:

KSA Engineers

140 E. Tyler Street, Ste. 600

Lonview, TX 75601 Attn: Peter Van Pelt

(b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: Texas

- 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 08/01/2025.
- 5. <u>Amendment Specifications</u>. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
- 6. <u>Signatures</u>. The signatures set forth below attest the parties' agreement hereto:

SIGNATURE A

Project Name: On-Call EDA

Project No.: Various

## **CONSULTANT**

SIGNATURE B

Consultant's Name:  KSA Engineers, a Corporation  By Mitchell L. Forture  404C663FDA53461  (Signature of individual or officer)  Mitchell L. Fortner, President/CEO  (Print name and title, if applicable)	By SHELL ROGERS  33BC9A84B5C54B5 (Signature of individual or officer)  — Sheila Rogers, Assistant Secretary (Print name and title, if applicable)		
first signature (Signature A) must be that of the chairman of the board	to Consulting Services Agreement must be signed by two officers. The d, president, or vice-president; the second signature (Signature B) must assistant treasurer. (Civil Code Section 1190 and Corporations Code tary Public.		
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.  STATE OF CALIFORNIA  COUNTY OF  COUNTY OF			
On			
I certify under PENALTY OF PERJURY under the laws of the State WITNESS MY HAND AND OFFICIAL SEAL Signature of Notary Public	te of California that the foregoing paragraph is true and correct.		

Amendment No. 2 (Page 2 of 4)

Project Name: On-Call EDA

Project No.: Various

## **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,	The state of the s	ATTEST: Clerk of the Board of Supervisors
Ву		By Deputy
Board Chair/Designee		Deputy
(b) If Amendment is approved	by County Purchasing	Agent:
AGENCY,		
ByCounty Purchasing Agent or Designee		
	APPRO	OVALS
	ATTA	OVALD
RECOMMENDED BY DEPARTMENT		FORM APPROVED BY COUNTY COUNSEL
By Designee		By Deputy County Counsel
	APPROVED: COUNT	TY ADMINISTRATOR
	ByDesi	
	Desi	ignee

Amendment No. 2 (Page 3 of 4)

Project Name: On-Call EDA

Project No.: Various

## **AMENDMENT SPECIFICATIONS**

In consideration for KSA Engineers, 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 alread been initiated. Further, as the contract is being extended the rate sheet in Attachment 1 to Appendix B from 2020 will be updated with the attached rate sheet.

Amendment No. (Page 4 of 4)



# <u>2025 SCHEDULE OF HOURLY FEES – Aviation</u> (Includes annual 5% increase each year beginning CY 2022)

	2020	2025
Craig Phipps, Principal	\$280.00/hour	\$340.00/hour
Peter Van Pelt, Principal	\$280.00/hour	\$340.00/hour
Paula Jordan, Principal	\$280.00/hour	\$340.00/hour
Craig Clairmont, Senior Project Manager	\$260.00/hour	\$316.00/hour
Chad Pennel, Senior Project Manager	\$240.00/hour	\$292.00/hour
Grayson Cox, Senior Project Manager	\$240.00/hour	\$292.00/hour
Sylvia Ambrogio, Senior Project Manager	\$240.00/hour	\$292.00/hour
Nathan Mikell, Project Engineer	\$170.00/hour	\$206.00/hour
Michael Mallonee, Planning Sr. Project Manager	\$250.00/hour	\$305.00/hour
Chris Munroe, Senior Airport Planner	\$220.00/hour	\$268.00/hour
Michael Mitchell, Technical Airport Planner	\$168.00/hour	\$204.00/hour
John Selmer, Sr. Architectural Project Manager	\$240.00/hour	\$292.00/hour
Trevor Self, Project Engineer	\$155.00/hour	\$189.00/hour
Design Engineer	\$120.00/hour	\$145.00/hour
Project Planner	\$120.00/hour	\$145.00/hour
Design Architect	\$140.00/hour	\$170.00/hour
GIS Specialist	\$150.00/hour	\$183.00/hour
Senior Engineering Technician	\$185.00/hour	\$225.00/hour
Engineering Technician	\$100.00/hour	\$122.00/hour
Senior Design Technician	\$125.00/hour	\$152.00/hour
Design Engineer	\$85.00/hour	\$103.00/hour
Safety Manager	\$135.00/hour	\$164.00/hour
Safety Specialist	\$95.00/hour	\$116.00/hour
Project Assistant	\$105.00/hour	\$128.00/hour
Senior CAD Technician	\$85.00/hour	\$103.00/hour
CAD Technician	\$75.00/hour	\$91.00/hour
Graphic Designer	\$70.00/hour	\$86.00/hour
Grant Administrator	\$125.00/hour	\$152.00/hour
Administrative Secretary	\$85.00/hour	\$103.00/hour
Mileage	\$0.58/mile	\$0.70/mile
ATV (4-Wheeler)	\$100/day	\$100/day
GPS	\$100/day	\$100/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing): Actual Cost

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.