

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1229

DIANE BURGIS, CHAIR, 3RD DISTRICT
FEDERAL D. GLOVER, VICE CHAIR, 5TH DISTRICT
JOHN GIOIA, 1ST DISTRICT
CANDACE ANDERSEN, 2ND DISTRICT
KAREN MITCHOFF, 4TH DISTRICT

MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075

To slow the spread of COVID-19, in lieu of a public gathering, the Board meeting will be accessible via television and live-streaming to all members of the public as permitted by Government Code section 54953(e). 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.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone. Access via Zoom is also available via the following link: <https://ems8.intellor.com/join/k2VbS7IBIo>. To indicate you wish to speak on an agenda item, please "raise your hand" in the Zoom app.

Meetings of the Board are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking callers.

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.

AGENDA
November 16, 2021

9:00 A.M. Convene, call to order and opening ceremonies.

Closed Session

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. Martha Garza v. Contra Costa County, WCAB Nos. ADJ7243379; ADJ10419234; ADJ9505566; ADJ7948619; ADJ7948645

2. In Re National Prescription Opiate Litigation, U.S.D.C., Northern District of Ohio, Case No. 1:17-md-02804-DAP

Inspirational Thought- *"Promise me you'll always remember: you're braver than you believe,*

stronger than you seem, and smarter than you think." ~A.A. Milne

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.46 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

- D.1** HEARING to consider the proposed formation of Zone 215 within County Service Area P-6 (Police Services) for Subdivision No. 9340 in the Bay Point area of the County for County File #SD13-9340. (Jennifer Cruz, Department of Conservation and Development)

- D.2** HEARING to consider adopting Resolution No. 2021/380 and Ordinance No. 2021-34, authorizing the levy of a special tax for police protection services in Zone 215 of County Service Area P-6 for Subdivision No. 9340 (County File #SD13-9340) in the Bay Point area of the County, and fixing an election on January 18, 2022, to obtain voter approval. (Jennifer Cruz, Department of Conservation and Development)

- D.3** HEARING to consider approval of the 1900 Las Trampas Rezoning and Reconfiguration Project in the Alamo area, including adopting Ordinance No. 2021-36 to rezone a portion of the 21.62-acre project site to a Planned Unit (P-1) zoning district, a final development plan, and a negative declaration, as recommended by the County Planning Commission. (Sean Tully, Department of Conservation and Development) (100% Applicant Fees, Land Development Fund)

- D.4** CONSIDER adopting Resolution No. 2021/383 approving a Side Letter to amend the Memorandum of Understanding with the Deputy Sheriffs Association - Probation and Probation Supervisors Units, amending Subsection 18.1 - Certification Rule to the current Memorandum of Understanding (July 1, 2019 - June 30, 2023). (David Sanford - Chief of Labor Relations)

- D.5** ACKNOWLEDGE and appreciate the important work of the Measure X Community Advisory Board; CONSIDER adopting a Measure X sales tax reserve policy and expenditure plan for funding allocations; and CONSIDER adopting associated appropriation adjustments. (Lisa Driscoll, County Finance Director)

- D. 6** CONSIDER Consent Items previously removed.

- D. 7** PUBLIC COMMENT (2 Minutes/Speaker)

- D. 8** CONSIDER reports of Board members.

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1 ADOPT Traffic Resolution No. 2021/4509, to prohibit stopping, standing, or parking on a portion of Lenox Road (Road No. 1655M), as recommended by the Public Works Director, Kensington area. (No fiscal impact)

Engineering Services

- C. 2 ADOPT Resolution No. 2021/362 accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-012) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)
- C. 3 ADOPT Resolution No. 2021/363 accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-013) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)

Special Districts & County Airports

- C. 4 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 contract with FlowWest, LLC, in an amount not to exceed \$658,304 to provide design, permitting, and California Environmental Quality Act services supporting the Wildcat Creek Fish Passage and Community Engagement Project, for the period of November 17, 2021 through November 16, 2024, North Richmond area. (100% California Department of Water Resources Proposition 68 Urban Streams Restoration Program Grant Funds)

Claims, Collections & Litigation

- C. 5 RECEIVE report concerning the final settlement of Vicki Conway vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$85,000, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)
- C. 6 DENY claims filed by Shane Clarke, David Espinoza and Arnulfo M. Ramirez.

- C. 7 RECEIVE public report of litigation settlement agreements that became final during the period of August 1, 2021, through November 4, 2021, as recommended by County Counsel.

Statutory Actions

- C. 8 ACCEPT Board members meeting reports for October 2021.

Ordinances

- C. 9 INTRODUCE Ordinance No. 2021-38, to implement state regulations regarding the reduction of organic waste disposal, including the recovery of edible food, WAIVE reading, and FIX November 23, 2021, for adoption, as recommended by the Conservation and Development Director. (No General Fund impact)

Appropriation Adjustments

- C. 10 Public Works Road Maintenance (0672)/ISF Fleet Services (4284): APPROVE Appropriation and Revenue Adjustment No.5009 authorizing the transfer of appropriations in the amount of \$79,000 from Road Maintenance to ISF Fleet Services for the purchase of two trucks, as recommended by the Public Works Director, Countywide. (100% Local Road Funds)
- C. 11 County Administrator (0003)/Risk Management (0150): APPROVE Appropriation Adjustment No.5010 authorizing the transfer of appropriations in the amount of \$307,000 from the County Administrator's Office (0003) to the Risk Management Department (0150) to reflect the transfer of administration of the Equal Employment Opportunity Office. (100% General Fund)

Personnel Actions

- C. 12 ADOPT Position Adjustment Resolution No. 25835 to add two Planner I (represented) positions to the Department of Conservation and Development. (100% Land Development Fund)
- C. 13 ADOPT Position Adjustment Resolution No. 25825 to reassign one Ambulatory Care Provider-Exempt position from Public Health Administration to the California Children's Services program in the Health Services Department. (General Fund, Cost neutral)

- C. 14** ADOPT Position Adjustment Resolution No. 25827 to cancel one Eligibility Worker III (represented) position and add one Health Services Administrator - Level B (represented) position in the Health Services Department. (65% Federal, 25% State, 10% General Fund)
- C. 15** ADOPT Position Adjustment Resolution No. 25826 to add one Director of Family, Maternal and Child Health (represented) position and one Administrative Services Assistant III (represented) position in the Health Services Department. (100% General Fund)
- C. 16** ADOPT Position Adjustment Resolution No. 25823 to add one Web Producer (represented) position and cancel one Administrative Aide (Deep Class) (unrepresented) position in the Administrative Services Bureau of the Employment and Human Services Department. (60% Federal; 34% State; and 6% County)
- C. 17** ADOPT Position Adjustment Resolution No. 25832 adding eighteen Firefighter-Paramedic 40 Hour (represented) positions in the Contra Costa County Fire Protection District. (100% Special District General Operating Fund)
- C. 18** ADOPT Position Adjustment Resolution No. 25836 to add one Information Systems Programmer/Analyst III (LPTB) (represented) position to the Department of Conservation and Development. (100% Land Development Fund)
- C. 19** ADOPT Position Adjustment Resolution No. 25831 to add one Deputy District Attorney - Basic (represented) position and one Legal Assistant (represented) position in the District Attorney's Office, and add one Deputy Public Defender - Fixed Term (represented) position in the Public Defender's Office for the County Resentencing Pilot Program, as recommended by the District Attorney and Public Defender. (100% State)
- C. 20** ADOPT Position Adjustment Resolution No. 25830 to add one (1) full-time District Attorney Senior Inspector (6KVA) position at Salary Plan and Grade XJX 1970 (\$8,883 - \$12,298) in the District Attorney's Office. (100% State)
- C. 21** ADOPT Position Resolution No. 25833 to add two Building Plan Checker I (represented) positions in the Department of Conservation and Development. (100% Land Development Fund)
- C. 22** ADOPT Position Adjustment Resolution No. 25834 to add two Structural Engineer (represented) positions to the Department of Conservation and Development. (100% Land Development Fund)

Grants & Contracts

APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:

- C. 23** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept an amount not to exceed \$315,500 from the Fiscal Year 2022-23 Caltrans Sustainable Communities Planning Grant program for two proposed projects: 1) Parr Boulevard Complete Streets Project (North Richmond), and the Tara Hills Drive Complete Streets Project (Tara Hills), as recommended by the Transportation, Water, and Infrastructure Committee. (12.38% In-kind match, Road and Measure J Funds)
- C. 24** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff's Sergeant Scott Plilrer to pay the County \$1.00 for retired Sheriff's Service Dog "Argo" on November 17, 2021. (No Fiscal Impact)
- C. 25** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff's Sergeant Jeff Kellogg to pay the County \$1.00 for retired Sheriff's Service Dog "Rony" on November 17, 2021. (No Fiscal Impact)

APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:

- C. 26** Acting as the Governing Board of the Contra Costa County Fire Protection District, (1) APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order with Carahsoft Technology Corp in an amount not to exceed \$45,000, and (2) APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Google Cloud Platform Customer Business Agreement with Carahsoft Technology Corp, in an amount not to exceed \$45,000, for Google cloud platform services for the period November 16, 2021, through April 10, 2024. (100% CCCFPD General Operating Fund)
- C. 27** RATIFY the Director of Risk Management's execution of a contract with Coveware, Inc., for the period October 31, 2021 through November 30, 2021 for cyber-security services in an amount not to exceed \$6,700. (100% Public Liability Internal Service Fund)
- C. 28** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Tyler Technologies, Inc. (Tyler), in an amount not to exceed \$\$2,680,000 to provide subscription software licensing, system configuration, maintenance and support of a vendor-hosted case management system for the Probation Department for the period December 1, 2021 through November 30, 2026 and AUTHORIZE the County Administrator to execute subsequent amendments in a total amount not to exceed \$200,000. (100% County General Fund)

- C. 29** APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract amendment effective July 1, 2021 with Universal Protection Services, LP (dba Allied Universal Security Services), to extend the term from November 30, 2021 through June 30, 2022 and increase the payment limit by \$176,000 to a new payment limit of \$361,300, to provide security services at the Walnut Creek, Concord and San Pablo Libraries. (100% Library Fund)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Citiguard, Inc., to increase the payment limit by \$765,000 to a new payment limit of \$1,315,000 and to extend the term from November 30, 2021 to April 30, 2022, to continue to provide security guard services to monitor and respond to unauthorized visitors at several COVID-19 testing and immunization sites. (100% American Rescue Plan)
- C. 31** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with West Coast Electric Service Company, Inc., effective November 16, 2021, to extend the term from January 31, 2022 through January 31, 2023, to provide electrical maintenance and repair services at various County facilities, with no change to the payment limit of \$2,000,000, Countywide. (No fiscal impact)
- C. 32** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Atco Tow, Inc., in an amount not to exceed \$450,000 to provide on-call vehicle towing services, for the period February 1, 2022 through January 31, 2025, Countywide. (100% Fleet Internal Service Fund)
- C. 33** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute a blanket purchase order and participating addendum with W.W. Grainger, Inc., in an amount not to exceed \$1,000,000 for the purchase of maintenance repair and operating supplies, parts and equipment during the period from November 16, 2021 through December 31, 2022, under the terms of a master contract awarded by the City of Tucson, as recommended by the Public Works Director. (100% User Departments)
- C. 34** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute a purchase order amendment with Ray A. Morgan Company, LLC, to increase the amount by \$584,300 to a new total of \$1,548,000 to purchase managed print services and printer maintenance and supplies under the terms of a master agreement between the County and the company and extend the term from June 30, 2022 to December 22, 2022. (60% Federal, 34% State, 6% County)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Frederick J. Nachtwey, M.D., in an amount not to exceed \$507,000 to provide pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2021 through October 31, 2024. (100% Hospital Enterprise Fund I)

- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee to execute a contract amendment with Cotiviti, Inc. (dba Cotiviti I, Inc.), to increase the payment limit by \$320,000, to a new payment limit of \$620,000 and extend the term through October 31, 2022, for the upgrade and implementation of Cotiviti's Quality Improvement web-based software solution for the Contra Costa Health Plan. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Urmila Bajpai-Pillai, M.D., in an amount not to exceed \$756,000 to provide rheumatology care at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2021 through October 31, 2024. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., to increase the payment limit by \$200,000 to a new payment limit of \$700,000, with no change to the contract term of October 1, 2017 through September 30, 2022 for scanning and indexing services. (100% General Fund)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Regents of the University of California, Davis (dba University of California, Davis Health), in an amount not to exceed \$35,000 to provide specialized outside laboratory testing services for Contra Costa Regional Medical and Health Centers for the period November 1, 2021 through October 31, 2022. (100% Hospital Enterprise Fund I)

Other Actions

- C. 40** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents for a \$1,605,000 HOME Investment Partnership Program loan to HEBSV Esperanza Place LLC, a California limited liability company, for the construction of Esperanza Place, a 42-unit condominium project in Walnut Creek, and take related actions under the California Environmental Quality Act. (100% Federal)
- C. 41** ACCEPT the August 2021 update of operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 42** APPROVE and AUTHORIZE the conveyance of a grant of water pipeline easement over a portion of County-owned property having Assessor's Parcel Number 155-280-011, to the City of Martinez in connection with the new Operations Command Center Project, as recommended by the Public Works Director, Martinez area (100% General Fund)

- C. 43** ACCEPT quarterly report of the Post-Retirement Health Benefits Trust Agreement Advisory Body, as recommended by the Post-Retirement Health Benefits Trust Agreement Advisory Body.
- C. 44** ACCEPT the monetary donation report from the Animal Services Department, which describes the source and value of each gift received by Animal Services from July 1, 2021, through September 30, 2021. (No fiscal impact)
- C. 45** APPROVE and AUTHORIZE the Auditor-Controller, to pay up to \$459,688 to Ray Morgan Co., for managed print services provided to the Health Services Department during the period July 1, 2020 through July 30, 2021. (50% Hospital Enterprise Fund I, 50% General Fund)
- C. 46** Acting as the Governing Body of the Contra Costa County Housing Authority, APPROVE and AUTHORIZE the Housing Authority of the County of Contra Costa's Executive Director to terminate the lease with Pittsburg Pre-school and Community Council, Inc., for property located at 1760 Chester Drive, Pittsburg, CA, and AUTHORIZE County Counsel to pursue legal action to regain possession of the property, as recommended by the Housing Authority Executive Director.

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

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 or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, 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.

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. An assistive listening device is available from the Clerk, First Floor.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 655-2000, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

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www.contracosta.ca.gov

STANDING COMMITTEES

To slow the spread of COVID-19 and in lieu of a public gathering, if the Board's STANDING COMMITTEES meet they will provide public access either telephonically or electronically, as noticed on the agenda for the respective STANDING COMMITTEE meeting.

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets quarterly on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen and Diane Burgis) meets on the fourth Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the first Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and John Gioia) meets quarterly on the first Monday at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Internal Operations Committee** (Supervisors Candace Andersen and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Legislation Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Public Protection Committee** (Supervisors Andersen and Federal D. Glover) meets on the fourth Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025

Escobar Street, Martinez.

The **Sustainability Committee** (Supervisors John Gioia and Federal D. Glover) meets on the fourth Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Candace Andersen and Diane Burgis) meets on the second Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

Airports Committee	December 8, 2021	11:00 a.m.	See above
Family & Human Services Committee	TBD in 2022		See above
Finance Committee	TBD in 2022		See above
Hiring Outreach Oversight Committee	December 9, 2021	9:30 a.m.	See above
Internal Operations Committee	December 13, 2021 Canceled	10:30 a.m.	See above
Legislation Committee	December 13, 2021	1:00 p.m.	See above
Public Protection Committee	TBD in 2022		See above
Sustainability Committee	November 22, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	December 13, 2021	9:00 a.m.	See above

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

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

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. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill

ABAG Association of Bay Area Governments

ACA Assembly Constitutional Amendment

ADA Americans with Disabilities Act of 1990

AFSCME American Federation of State County and Municipal Employees

AICP American Institute of Certified Planners

AIDS Acquired Immunodeficiency Deficiency Syndrome

ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCE Community Choice Energy
CCCFPD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District

GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
ORJ Office of Reentry and Justice
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill

SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCHD West Contra Costa Healthcare District
WCCTAC West Contra Costa Transportation Advisory Committee



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: HEARING TO CONSIDER THE PROPOSED FORMATION OF ZONE 215 IN THE COUNTY SERVICE AREA OF P-6 IN THE BAY POINT AREA OF THE COUNTY (DISTRICT V)

RECOMMENDATION(S):

1. OPEN the hearing on the proposed formation of Zone 215 within County Service Area P-6; CONSIDER all oral and written comments; and CLOSE the hearing.

2. DETERMINE whether a majority protest of the voters residing within the boundaries of proposed Zone 215 exists pursuant to Government Code Section 25217.1(b)(1). In the event that the Board determines a majority protest exists, TERMINATE the proceedings.

3. If the Board determines a majority protest does not exist, ADOPT Resolution No. 2021/379, attached hereto, establishing Zone 215 of County Service Area P-6 subject to voter approval of a special tax to fund police protection services within the zone.

FISCAL IMPACT:

The cost of establishing the Police Service District and the election is paid for by the developer of the subdivision.

-
- APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Jennifer Cruz

By: , Deputy

cc: Rosa Mena

BACKGROUND:

Per the conditions of approval for Subdivision No. #9340 (County File #SD13-9340), prior to recording the final map for the 29-lot subdivision, the subdivider is required to establish a special police services tax district for the subdivision in order to provide additional funding to augment police services in the area of the subdivision. The property to be placed within the special tax district consists of a 2.42-acre site located at 589 Pacifica Avenue in the Bay Point area of the County.

On October 19, 2021, the Board granted conceptual approval for a January 18, 2022, ballot measure seeking approval of a special tax to fund an increase in the level of police protection services that is provided in the Bay Point area of the County.

On October 19, 2021, the Board approved Resolution No. 2021/336, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6. The proposed zone would serve as the vehicle to collect special taxes within the proposed zone if a special tax measure is approved by voters on January 18, 2022.

Pursuant to Government Code Section 25217.1, subdivision (a), at the public hearing, the Board is required to hear and consider any protests to the formation of the zone. Pursuant to Government Code Section 25217.1, subdivision (b)(1), in the case of inhabited territory, if at the conclusion of the public hearing, the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

If there is no majority protest, the Board may continue the proceedings to form the zone by adopting Resolution No. 2021/379, which would establish Zone 215 subject to voter approval of the special tax. A separate hearing is also scheduled for November 16, 2021, to consider the adoption of an ordinance authorizing the levy of the tax.

CONSEQUENCE OF NEGATIVE ACTION:

Zone 215 would not be formed and the subdivider would be unable to comply with the conditions of approval of the project. The subdivider would be unable to record the final map for the subdivision.

ATTACHMENTS

Resolution 2021/379

Exhibit A Legal Description

Exhibit B Plat Map

Resolution No. 2021/336

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 11/16/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/379

IN THE MATTER OF CREATING ZONE 215 OF COUNTY SERVICE AREA P-6 IN THE BAY POINT AREA OF THE COUNTY

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services.

WHEREAS, establishing the subject zone is a necessary step for the Board of Supervisors to seek voter approval of a special tax for increased police protection services in the zone area. Government Code Sections 25217 and 25217.1 establish procedures for the formation of a zone within a county service area.

NOW, THEREFORE, BE IT BY THE BOARD RESOLVED THAT:

1. It is in the public interest to provide an increased level of police protection services in the area of proposed Zone 215 of County Service Area P-6.
2. A majority protest against the proposed formation of Zone 215 does not exist, pursuant to Government Code Section 25217.1, subdivision (b).
3. Subject to voter approval of Ordinance No. 2021-34 on January 18, 2022, authorizing the levy of a special tax within proposed Zone 215, that portion of Contra Costa County Service Area P-6 described in Exhibit A attached hereto and shown in Exhibit B attached hereto is established as Zone 215 of County Service Area P-6, effective upon this Board's adoption of a resolution declaring the results of the January 18, 2022, election ("Effective Date").
4. No affected properties located in Zone 215 will be taxed for any existing bonded indebtedness or contractual obligations as a result of the formation of said zone.
5. On or after the Effective Date, the Clerk of this Board shall cause the filing of a statement of the creation of said zone to be made with the County Assessor and the State Board of Equalization (in Sacramento) pursuant to Government Code Sections 54900-54902. The filing shall include a map or plat indicating the boundaries of said zone.

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Jennifer Cruz

By: , Deputy

cc: Rosa Mena



May 06, 2020
BKF Job No. 20191532-10

EXHIBIT "A"
LAND DESCRIPTION FOR ASSESSMENT PURPOSES
(NOT TO BE USED FOR CONVEYANCE PURPOSES)

The land referred to herein is situated in the unincorporated county of Contra Costa, State of California, and is described as follows:

Being all of Parcel One, all of Parcel Two and a portion of Parcel Three as said parcels are described in that Quitclaim Deed recorded December 31, 2009, as Document Number 2009-0306056-00, and all of the land described in that Quitclaim Deed recorded April 10, 2014, as Document Number 2014-0054933-00, and more particularly described as follows:

BEGINNING at a point on the southerly line of the lands described in the Deed filed May 5, 1890, in Book 61 of Deeds at page 255, at the intersection with the northeasterly line of the lands described in the Deed recorded December 30, 1925, in Book 25 of Official Records at page 28 (25 O.R. 28); thence along said southerly line South 89°39'25" East 690.01 feet to the westerly line of the lands described in the Grant Deed recorded April 23, 1953, in Book 2109 of Official Records at page 504; thence southerly along said westerly line thereof South 00°29'54" East 305.21 feet to a point on said northeasterly line (25 O.R. 28); thence along said line thereof North 65°55'06" West 485.28 feet to an intersection with the southerly line of the lands described in the deed recorded December 30, 1925, in Book 26 of Official Records at page 22 (26 O.R. 22); thence along the northeasterly line of said lands (26 O.R. 22) North 66°08'01" West 58.22 feet to an intersection with the westerly line of said lands (26 O.R. 22) with the northeasterly line of said lands (25 O.R. 28); thence along the last said line North 65°55'05" West 215.09 feet to the **POINT OF BEGINNING**.

Containing an area of 2.42 acres, more or less.

The bearing of North 89°38'33" West between found monuments on Pacifica Avenue, County Road Number 5094b, as shown on the Contra Costa County Public Works Department Right of Way maps entitled, "Pacifica Avenue, Mariner's Cove to Inlet Drive," file number RW-5094b-2013, dated August 2013, and "Pacifica Avenue, West of Mariner's Cove Dr," file number RW-5094b-2016, dated October 2016, on file at the Contra Costa County Public Works Department, was taken as the basis of bearings for this survey.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act (Government Code Section 66410) and may not be used as the basis for an offer for sale of the land described.

A plat showing the above described land is attached hereto and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction for BKF Engineers.

By: 

Davis Thresh, P.L.S. No. 6868

Dated: May 6, 2020

NOTES

1. THE DESCRIPTION THAT THIS PLAT ACCOMPANIES HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT (GOVERNMENT CODE SECTION 66410) AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED AND SHOWN HEREON.
2. ALL UNITS ARE IN US SURVEY FEET AND DECIMALS THEREOF.

DRIFTWOOD DRIVE

WHARF DRIVE

PACIFICA AVENUE (R/W VARIES)

POB

P A R C E L 1

S89°39'25"E 690.01'

P A R C E L 3

D O C 2 0 0 9 - 0 3 0 6 0 5 6

N66°08'01"W 58.22'

AREA = 2.42 ACRES ±

26 OR 22

LANDS OF EBMUD 25 OR 28

P A R C E L 2

N65°55'06"W 485.28'

LANDS OF MOUNT DIABLO UNIFIED SCHOOL DISTRICT 2109 OR 506

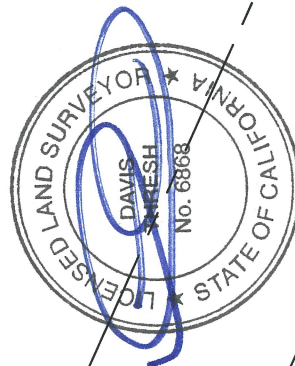
DOC 2014-0054933

S00°29'54"E 305.21'



LEGEND

- SUBJECT PROPERTY
- - - INTERIOR PARCEL LINE
- DOC
- OR OFFICIAL RECORDS



255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
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Subject EXHIBIT B - PLAT TO ACCOMPANY
DESCRIPTION
Job No. 20191532-10
By RGM Date 05-06-2020 Chkd. WS
1 OF 1

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/19/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/336

RESOLUTION OF INTENTION TO FORM ZONE 215 OF COUNTY SERVICE AREA P-6 IN THE BAY POINT AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the Bay Point area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 215 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 215" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:00 a.m. on November 16, 2021, in the Chamber of the Board of Supervisors, County Administration Building, 1025 Escobar Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 215 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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: October 19, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Diana Lecca, 925-655-2869

By: , Deputy

cc: Rosa Mena



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: HEARING TO CONSIDER ADOPTION OF PROPOSED SPECIAL TAX ORDINANCE AND AUTHORIZE ELECTION TO OBTAIN VOTER APPROVAL (DISTRICT V)

RECOMMENDATION(S):

1. OPEN hearing to consider adopting Ordinance No. 2021-34, authorizing the levy of a special tax for police protection services in Zone 215 of County Service area P-6 in the Bay Point area of the County; CONSIDER oral and written comments received; and CLOSE the public hearing.
2. ADOPT Ordinance No. 2021-34, attached hereto.
3. ADOPT Resolution No. 2021/380, attached hereto, authorizing an election in Zone 215 of County Service Area P-6 to consider approval of Ordinance No. 2021-34.
4. DIRECT the County Clerk, Elections Division, to conduct the election required by Government Code Sections 23027 and 53978. This election shall be held on January 18, 2022.

FISCAL IMPACT:

The cost of establishing the Police Service District and election is paid for by the developer of the subdivision.

-
- APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jennifer Cruz,
925-655-2867

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Rosa Mena

BACKGROUND:

Per the conditions of approval for Subdivision No. 9340 (County File #SD13-9340), prior to recording the final map for the 29-lot subdivision, the subdivider is required to establish a special Police Services tax district for the purposes of providing additional funding to augment police services in the area. The property to be subdivided and placed within the proposed special tax district consists of a 2.42-acre site located at 589 Pacifica Avenue in the Bay Point area of the County.

On October 19, 2021, the Board approved Resolution No. 2021/336, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6 in the Bay Point area of the County. The proposed zone would serve as the vehicle to collect special taxes within the boundaries of the zone if a special tax measure is approved by registered voters within the zone area at the January 18, 2022, election.

The Board is scheduled to conduct a separate hearing on November 16, 2021, on the formation of the proposed zone. If the Board determines there is no majority protest to the formation of this new zone, and if the Board adopts Resolution No. 2021/379, establishing CSA P-6, Zone 215 subject to voter approval of the special tax, the next step in the process is the hearing on the adoption of a special tax ordinance, the adoption of that ordinance and adoption of a resolution submitting the tax measure to the voters.

In this action, the Board is asked to conduct the hearing on, and adopt, the special tax ordinance (Ordinance No. 2021-34), which would authorize the levy of a special tax for police protection services on all taxable parcels in the area of Zone 215 if a special tax ballot measure is approved by a two-thirds majority of the registered voters in the zone area. Resolution No. 2021/380, the adoption of which is also recommended, sets forth appropriate ballot language, directs the County Clerk, Elections Division, to conduct the aforementioned election as part of the January 18, 2022, election, and supplies appropriate ballot language.

CONSEQUENCE OF NEGATIVE ACTION:

The project developer would be unable to comply with the conditions of approval for the project. The developer would be unable to record the final map for the subdivision.

ATTACHMENTS

Resolution 2021/380

Exhibit A Legal Description

Exhibit B Plat Map

Exhibit C - Ordinance No. 2021-34

Resolution No.2021/336

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 11/16/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/380

IN THE MATTER OF AUTHORIZING A SPECIAL TAX IN PROPOSED ZONE 215 OF COUNTY SERVICE AREA P-6

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services. Government Code Sections 50077 and 53978 establish procedures for voter authorization of a special tax in order to provide additional funding for police protection.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Ordinance No. 2021-34, adopted on this date, is to be presented for approval of the voters of proposed Zone 215 of County Service Area P-6 at the election to be held on January 18, 2022, according to the following ballot proposition:

"Shall Ordinance No. 2021-34, to provide additional funding for police protection services, be approved to authorize a special tax on property located in Zone 215 of County Service Area P-6 in the Bay Point area of the County, at an initial annual amount of \$200 per parcel for single-family, residential parcels, with higher and lower amounts for properties in other use categories identified in the ordinance, commencing with the tax year beginning July 1, 2023?"

2. The Contra Costa County Registrar of Voters is designated as the Election Official for this election, and the County Clerk, Elections Division, is hereby authorized and directed to provide all notices and take all other actions necessary to hold the election described in this resolution including, but not limited to, providing notices of times within which arguments for and against are to be submitted.

3. The County Administrator, or his designee, shall serve as the Eligible Filer for purposes of filing necessary documents with the Elections Official to facilitate listing of the above ballot proposition.

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Jennifer Cruz, 925-655-2867

By: , Deputy

cc: Rosa Mena



May 06, 2020
BKF Job No. 20191532-10

EXHIBIT "A"
LAND DESCRIPTION FOR ASSESSMENT PURPOSES
(NOT TO BE USED FOR CONVEYANCE PURPOSES)

The land referred to herein is situated in the unincorporated county of Contra Costa, State of California, and is described as follows:

Being all of Parcel One, all of Parcel Two and a portion of Parcel Three as said parcels are described in that Quitclaim Deed recorded December 31, 2009, as Document Number 2009-0306056-00, and all of the land described in that Quitclaim Deed recorded April 10, 2014, as Document Number 2014-0054933-00, and more particularly described as follows:

BEGINNING at a point on the southerly line of the lands described in the Deed filed May 5, 1890, in Book 61 of Deeds at page 255, at the intersection with the northeasterly line of the lands described in the Deed recorded December 30, 1925, in Book 25 of Official Records at page 28 (25 O.R. 28); thence along said southerly line South 89°39'25" East 690.01 feet to the westerly line of the lands described in the Grant Deed recorded April 23, 1953, in Book 2109 of Official Records at page 504; thence southerly along said westerly line thereof South 00°29'54" East 305.21 feet to a point on said northeasterly line (25 O.R. 28); thence along said line thereof North 65°55'06" West 485.28 feet to an intersection with the southerly line of the lands described in the deed recorded December 30, 1925, in Book 26 of Official Records at page 22 (26 O.R. 22); thence along the northeasterly line of said lands (26 O.R. 22) North 66°08'01" West 58.22 feet to an intersection with the westerly line of said lands (26 O.R. 22) with the northeasterly line of said lands (25 O.R. 28); thence along the last said line North 65°55'05" West 215.09 feet to the **POINT OF BEGINNING**.

Containing an area of 2.42 acres, more or less.

The bearing of North 89°38'33" West between found monuments on Pacifica Avenue, County Road Number 5094b, as shown on the Contra Costa County Public Works Department Right of Way maps entitled, "Pacifica Avenue, Mariner's Cove to Inlet Drive," file number RW-5094b-2013, dated August 2013, and "Pacifica Avenue, West of Mariner's Cove Dr," file number RW-5094b-2016, dated October 2016, on file at the Contra Costa County Public Works Department, was taken as the basis of bearings for this survey.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act (Government Code Section 66410) and may not be used as the basis for an offer for sale of the land described.

A plat showing the above described land is attached hereto and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction for BKF Engineers.

By: 

Davis Thresh, P.L.S. No. 6868

Dated: May 6, 2020

NOTES

1. THE DESCRIPTION THAT THIS PLAT ACCOMPANIES HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT (GOVERNMENT CODE SECTION 66410) AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED AND SHOWN HEREON.
2. ALL UNITS ARE IN US SURVEY FEET AND DECIMALS THEREOF.

DRIFTWOOD DRIVE

WHARF DRIVE

PACIFICA AVENUE (R/W VARIES)

POB

P A R C E L 1

S89°39'25"E 690.01'

P A R C E L 3

D O C 2 0 0 9 - 0 3 0 6 0 5 6

N66°08'01"W 58.22'

AREA = 2.42 ACRES ±

26 OR 22

LANDS OF EBMUD 25 OR 28

P A R C E L 2

N65°55'06"W 485.28'

LANDS OF MOUNT DIABLO UNIFIED SCHOOL DISTRICT 2109 OR 506

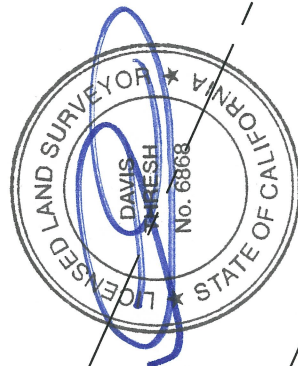
DOC 2014-0054933

S00°29'54"E 305.21'



LEGEND

- SUBJECT PROPERTY
- - - INTERIOR PARCEL LINE
- DOC
- OR OFFICIAL RECORDS



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Subject EXHIBIT B - PLAT TO ACCOMPANY
DESCRIPTION
Job No. 20191532-10
By RGM Date 05-06-2020 Chkd. WS
1 OF 1

ORDINANCE NO. 2021-34
(Uncodified)

(An Ordinance of the Board of Supervisors of Contra Costa County)
Authorizing a Special Tax for Police Protection Services in Zone 215
of County Service Area P-6

The Contra Costa County Board of Supervisors ORDAINS as follows:

ARTICLE I. PURPOSE AND INTENT. It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone 215 of Contra Costa County Service Area No. P-6 in order to augment funding for police protection services.

This tax is a special tax within the meaning of Section 4 of Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to *ad valorem* property taxes are intended to apply to the collection and administration of this tax (Article IV of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary.

ARTICLE II. DEFINITIONS. The following definitions shall apply throughout the Ordinance:

1. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of the Ordinance, "parcel" does not include any land or improvements outside the boundaries of Zone 215 of County Service Area P-6 nor any land or improvements owned by any governmental entity.

2. "Fiscal year" means the period of July 1 through the following June 30.

3. Contra Costa County Service Area P-6 Zone 215 (hereinafter called "Zone") means that portion of unincorporated area of Contra Costa County located within the Zone's boundaries described and shown in Exhibits A and B attached hereto.

4. "Use Code" means the code number assigned by the Assessor of Contra Costa County in order to classify parcels according to use for *ad valorem* property tax purposes. A copy

of the Assessor’s use code classifications chart is attached hereto as Exhibit C and incorporated herein.

5. “Consumer Price Index” means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area (1982-84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

6. “Constant first year dollars” shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing power as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Article III 1A herein. The adjustment from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section III 1B herein.

ARTICLE III. AMOUNT AND LEVEL OF TAXES

1. The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2023 through June 30, 2024) shall be the Amount of Tax per Parcel for the Property Use Code Category as set forth in Exhibit D incorporated herein.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year a tax is levied.

In July, the Board of Supervisors of Contra Costa County shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For Then Current Fiscal Year	=	Tax Per Parcel For Previous Fiscal Year	X	(Consumer Price Index for April of Immediately <u>Preceding Fiscal Year</u>) (Consumer Price Index For the first Fiscal Year Of Levy)
---	---	---	---	---

In no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

2. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Article IV, below. A complete listing of the amount of taxes on each Zone shall be maintained by the Sheriff-Coroner of the County of Contra Costa at Martinez, California, and be available for public inspection during the remainder of the fiscal year for which such taxes are levied.

ARTICLE IV. COLLECTION AND ADMINISTRATION.

1. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code section 2187, and shall have the same effect as an *ad valorem* real property tax lien until fully paid.

2. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for *ad valorem* property taxes and shall be due the County of Contra Costa. Insofar as feasible and insofar as not inconsistent with this Ordinance, the taxes are to be collected in the same manner in which the County collects secured roll *ad valorem* property taxes. Insofar as feasible and insofar as not inconsistent with the Ordinance, the times and procedure regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collection for secured roll *ad valorem* property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax: 1) the secured roll tax bills shall be the only notices required for this tax, and 2) the homeowner and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount value.

3. Costs of Administration by the County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

ARTICLE V. ACCOUNTABILITY MEASURES.

1. Account.

Upon the levy and collection of the tax authorized by this ordinance, an account shall be created into which the proceeds of the tax will be deposited. The proceeds of the tax authorized by this Ordinance shall be applied only to the specific purposes identified in this Ordinance.

2. Annual Report.

An annual report that complies with the requirements of Government Code section 50075.3 shall be filed with the Board of Supervisors of Contra Costa County no later than January 1 of each fiscal year in which the tax is levied.

ARTICLE V. SEVERABILITY CLAUSE

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of the Ordinance, including each article, section, subsection, sentence phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

ARTICLE VI. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 215 in an election to be held on January 18, 2022, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2023. Within 15 days of passage, this Ordinance 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.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors, County of Contra Costa, State of California, on November 16, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By: _____
Deputy

Chair of the Board of Supervisors

[SEAL]



May 06, 2020
BKF Job No. 20191532-10

EXHIBIT "A"
LAND DESCRIPTION FOR ASSESSMENT PURPOSES
(NOT TO BE USED FOR CONVEYANCE PURPOSES)

The land referred to herein is situated in the unincorporated county of Contra Costa, State of California, and is described as follows:

Being all of Parcel One, all of Parcel Two and a portion of Parcel Three as said parcels are described in that Quitclaim Deed recorded December 31, 2009, as Document Number 2009-0306056-00, and all of the land described in that Quitclaim Deed recorded April 10, 2014, as Document Number 2014-0054933-00, and more particularly described as follows:

BEGINNING at a point on the southerly line of the lands described in the Deed filed May 5, 1890, in Book 61 of Deeds at page 255, at the intersection with the northeasterly line of the lands described in the Deed recorded December 30, 1925, in Book 25 of Official Records at page 28 (25 O.R. 28); thence along said southerly line South 89°39'25" East 690.01 feet to the westerly line of the lands described in the Grant Deed recorded April 23, 1953, in Book 2109 of Official Records at page 504; thence southerly along said westerly line thereof South 00°29'54" East 305.21 feet to a point on said northeasterly line (25 O.R. 28); thence along said line thereof North 65°55'06" West 485.28 feet to an intersection with the southerly line of the lands described in the deed recorded December 30, 1925, in Book 26 of Official Records at page 22 (26 O.R. 22); thence along the northeasterly line of said lands (26 O.R. 22) North 66°08'01" West 58.22 feet to an intersection with the westerly line of said lands (26 O.R. 22) with the northeasterly line of said lands (25 O.R. 28); thence along the last said line North 65°55'05" West 215.09 feet to the **POINT OF BEGINNING**.

Containing an area of 2.42 acres, more or less.

The bearing of North 89°38'33" West between found monuments on Pacifica Avenue, County Road Number 5094b, as shown on the Contra Costa County Public Works Department Right of Way maps entitled, "Pacifica Avenue, Mariner's Cove to Inlet Drive," file number RW-5094b-2013, dated August 2013, and "Pacifica Avenue, West of Mariner's Cove Dr," file number RW-5094b-2016, dated October 2016, on file at the Contra Costa County Public Works Department, was taken as the basis of bearings for this survey.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act (Government Code Section 66410) and may not be used as the basis for an offer for sale of the land described.

A plat showing the above described land is attached hereto and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction for BKF Engineers.

By: 

Davis Thresh, P.L.S. No. 6868

Dated: May 6, 2020

NOTES

1. THE DESCRIPTION THAT THIS PLAT ACCOMPANIES HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY AND DOES NOT REPRESENT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT (GOVERNMENT CODE SECTION 66410) AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED AND SHOWN HEREON.
2. ALL UNITS ARE IN US SURVEY FEET AND DECIMALS THEREOF.

DRIFTWOOD DRIVE

WHARF DRIVE

PACIFICA AVENUE (R/W VARIES)

POB

P A R C E L 1

S89°39'25"E 690.01'

P A R C E L 3

D O C 2 0 0 9 - 0 3 0 6 0 5 6

N66°08'01"W

AREA = 2.42 ACRES ±

58.22'

26 OR 22'

LANDS OF EBMUD
25 OR 28

P A R C E L 2

N65°55'06"W 485.28'

LANDS OF
MOUNT DIABLO
UNIFIED
SCHOOL DISTRICT
2109 OR 506

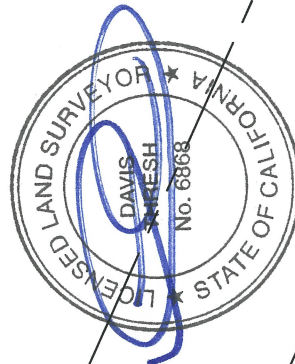
DOC 2014-0054933

S00°29'54"E 305.21'



LEGEND

- SUBJECT PROPERTY
- - - INTERIOR PARCEL LINE
- DOC
- OR
- OFFICIAL RECORDS



255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

BKF100
YEARS
ENGINEERS · SURVEYORS · PLANNERS

Subject EXHIBIT B - PLAT TO ACCOMPANY
DESCRIPTION
Job No. 20191532-10
By RGM Date 05-06-2020 Chkd. WS
1 OF 1

REJECT AND CONFIRMATION CODES	USE CODES								RESPONSIBILITY CODES	
	RESIDENTIAL	MULTIPLE	COMMERCIAL	COMMERCIAL	INDUSTRIAL	LAND	INSTITUTIONAL	MISCELLANEOUS		
REJECT CODES 0 Normal Sale 1 Sold Part of a Split 3 Sales With Other Parcels 4 Hidden Stamps 5 Investigate Sale 7 Restricted Sale 8 Assumption 9 No Exemption Change U Unrecorded Documents NOTE: Reject Codes 0 & 1 "identify" sales. They do not reject them. Such sales (when confirmed) are used in statistics. Sales with other codes ARE rejected & do not enter into statistics.	10	20	30	40	50	60	70	80	1 Residential	
	Vacant, Unbuildable	Vacant	Vacant Land	Boat Harbors (-4)	Vacant Land	Unassigned	Intermediate Care Facil. (Rehab, Skilled Nursing) (-7)	Mineral Rights (productive/non-productive)		
	11	Single Family 1 Res on 1 Site & Duets without Common Areas	21	31	41	51	61	71	81	2 Multiple Residential
			Duplex	Commercial Stores (not Supermarkets)	Supermarkets (not in shopping centers)	Industrial Park (with structures)	Rural, Residential Improved 1A up to 10A	Churches	Private Roads	
	12	Single Family 1 Res on 2 or More Sites	22	32	42	52	62	72	82	3 Commercial/Industrial
			Triplex	Small Grocery Stores (7-11, Mom & Pop, Quick-Stop)	Shopping Centers (all pcls incl vac for future shopping center)	Research and Development, with or without structures; flexible use	Rural, with or without Misc. Structures 1A up to 10A	Schools & Colleges (public or private, with or without improvements)	Pipelines and Canals	
	13	Single Family 2 or More Res on 1 or More Sites	23	33	43	53	63	73	83	4 Commercial/Industrial
			Fourplex	Office Buildings	Financial Bldgs. (Ins. & Title Companies, Banks, S & L)	Light Industrial	Urban Acreage 10A up to 40A	Acute Care Hospitals, with or without imp	State Board Assessed Parcels	
	14	Single Family On other than Single Family Land	24	34	44	54	64	74	84	5 Commercial/Industrial
			Combinations; e.g., Single and a Double, etc.	Medical; Dental	Motels, Hotels (-4) & Mobile Home Parks (-7)	Heavy Industrial (-5) Alpha	Urban Acreage 40A and over	Cemeteries (-7) & Mortuaries (-3)	Utilities, with or without bldgs (not assessed by SBE)	
	15	Miscellaneous Improvements, 1 Site	25	35	45	55	65	75	85	6 Land
			Apartments, 5-12 units, inclusive	Service Stations; Car Washes; Bulk Plants, Mini Lube	Theaters	Mini-Warehouse (Public Storage)	Orchards, Vineyards, Row Crops, Irrig. Past. 10A up to 40A	Fraternal and Service Organizations; Group Homes, Shelters	Public and Private Parking	
	16	Misc. Imps. On 2 or More Sites; includes trees & vines	26	36	46	56	66	76	86	7 Commercial/Industrial
			Apartments, 13-24 units, inclusive	Auto Repair	Drive-In Restaurants (Hamburger, Taco, etc)	Misc. Imps. including T&V on Light or Heavy Industrial	Orchards, Vineyards, Row Crops, Irrig. Past. 40A & over	Residential Care Facil. (Congregate Housing, Assisted Living) (-7)	Taxable Municipally-Owned Property (Section 11)	
	17	Vacant, 1 Site (includes PUD sites)	27	37	47	57	67	77	87	8 Residential (Unparcelized Condos) (88-8 = Floating Homes)
			Apartments, 25-59 units, inclusive	Community Facilities; Recreational; Swim Pool Assn.	Restaurants (not drive-in; inside service only)	Unassigned	Dry Farming, Farming, Grazing & Pasturing 10A up to 40A	Cultural Uses (Libraries, Museums)	Common Area pcls in PUD's (Open Spaces, Rec. Facilities)	
	18	Vacant, 2 or More Sites	28	38	48	58	68	78	88	
Apartments, 60 units or more			Golf Courses	Multiple and Commercial; Miscellaneously Improved	Unassigned	Dry Farming, Farming, Grazing & Pasturing 40A & over	Parks and Playgrounds	Manufactured Hsng. (-4) Accessories, (-7) MH on local property tax Floating Homes (-8)		
19	Single Family Res, Detached, w/Common Area (normal subdiv. type PUD); Duets w/Common Area	29	39	49	59	69	79	89	9 Unassigned	
		Attached PUD's, Cluster Homes, Co-ops, Condos, Townhouses, etc. (-1,-2) Single Fam.	Bowling Alleys	Auto Agencies	Pipeline Rights-Of-Way	Agricultural Preserves	Government-owned, with or without bldgs (Fed, State, County, City, SFBART, EBRPD)	Other; Split parcels in different tax code areas		
							90	Awaiting Assignment		

ORDINANCE NO. 2021-34 ZONE 215

FOR FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024

EXHIBIT D

<u>PROPERTY USE CODE CATEGORY</u>	<u>EXPLANATION</u>	<u>ANNUAL TAX PER PARCEL</u>
11	Single Family Residence – 1 residence, 1 site	\$200
12	Single Family Residence- 1 residence, 2 or more sites	\$200
13	Single Family Residence- 2 residences on 1 or more sites	\$200
14	Single Family Residence – other than single family land	\$200
15	Misc. Improvements – 1 site	\$200
16	Misc. Improvements – 2 or more sites	\$200
17	Vacant – 1 site	\$100
18	Vacant – 2 or more sites	\$100
19	Single Family Residence - Det. w/common area	\$200
20	Vacant – Multiple	\$100
21	Duplex	\$200
22	Triplex	\$200
23	Fourplex	\$200
24	Combination	\$200
25	Apartments (5-12 units)	\$400
26	Apartments (13-24 units)	\$400
27	Apartments (25-59 units)	\$600

28	Apartments (60+ units)	\$800
29	Attached PUDs: Cluster Homes, Condos, Etc.	\$200
30	Vacant – Commercial	\$100
31	Commercial Stores – Not Supermarkets	\$600
32	Small Grocery Stores (7-11, etc.)	\$600
33	Office Buildings	\$400
34	Medical, Dental	\$400
35	Service Stations, Car Wash	\$400
36	Garages	\$400
37	Community Facilities (recreational, etc.)	\$800
38	Golf Courses	\$400
39	Bowling Alleys	\$400
40	Boat Harbors	\$400
41	Supermarkets (not shopping centers)	\$600
42	Shopping Centers	\$800
43	Financial Buildings (Ins., Title, Banks, S&L)	\$400
44	Motels, Hotels & Mobile Home Parks	\$600
45	Theaters	\$600
46	Drive-In Theaters	\$400
47	Restaurants (not drive-in)	\$400
48	Multiple & Commercial	\$400

49	New Car Agencies	\$400
50	Vacant Land (not part of Ind. Park or P. & D.)	\$100
51	Industrial Park	\$800
52	Research & Development	\$400
53	Light Industrial	\$400
54	Heavy Industrial	\$400
55	Mini Warehouses (public storage)	\$600
56	Misc. Improvements	\$400
61	Rural, Res. Improvement 1A-10A	\$200
62	Rural, W/or w/o Structure 1A-10A	\$200
70	Convalescent Hospitals/Rest Homes	\$400
73	Hospitals	\$400
74	Cemeteries/Mortuaries	\$400
75	Fraternal & Service Organizations	\$400
76	Retirement Housing Complex	\$600
78	Parks & Playgrounds	\$800
85	Public & Private Parking	\$400
87	Common Area	\$400
88	Mobile Homes	\$200
89	Other (split parcels in different tax code areas)	\$200
99	Awaiting Assignment	\$200

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/19/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/336

RESOLUTION OF INTENTION TO FORM ZONE 215 OF COUNTY SERVICE AREA P-6 IN THE BAY POINT AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the Bay Point area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 215 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 215" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:00 a.m. on November 16, 2021, in the Chamber of the Board of Supervisors, County Administration Building, 1025 Escobar Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 215 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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: October 19, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Diana Lecca, 925-655-2869

By: , Deputy

cc: Rosa Mena



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: 1900 Las Trampas Rezoning and and Reconfiguration

RECOMMENDATION(S):

1. OPEN the public hearing on the 1900 Las Trampas Rezoning and Reconfiguration Project , RECEIVE testimony, and CLOSE the public hearing.
2. FIND that the initial study and negative declaration prepared for the 1900 Las Trampas Rezoning and Reconfiguration project adequately analyzes the project’s environmental impacts, that there is no substantial evidence that the project will have a significant impact on the environment, and that the negative declaration reflects the County’s independent judgement and analysis.
3. ADOPT the negative declaration prepared for the 1900 Las Trampas Rezoning and Reconfiguration project.
4. ADOPT the CEQA findings for the Project.
5. ADOPT Ordinance No. 2021-36, rezoning a portion of the project site from a General Agricultural (A-2) zoning district to a Planned Unit (P-1) zoning district (County File #CDRZ15-03230).
6. ADOPT the final development plan for the entire project site (County File #CDDP20-03022).
7. APPROVE the findings in support of the project.
8. APPROVE the project conditions of approval.
9. APPROVE the 1900 Las Trampas Rezoning and Reconfiguration Project.
10. DIRECT the Department of Conservation

-
- APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Sean Tully, (925) 655-2878

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

and Development to file a CEQA Notice of Determination with the County Clerk.

11. SPECIFY that the Department of Conservation and Development, located at 30 Muir Road, Martinez, California, is the custodian of the documents and of the material that constitutes the record of proceedings upon which the decision of the Board of Supervisors is based.

FISCAL IMPACT:

The applicant has paid the necessary application deposit and is obligated to pay supplemental fees to recover any and all additional costs associated with the application process.

BACKGROUND:

This hearing is to consider an application to rezone portions of the project site, and also adopt a Final Development Plan which will regulate development at the site. The proposed Final Development Plan would modify an existing final development plan (County File #CDDP07-03062) that currently applies to a portion of the project site. On July 28, 2021, the County Planning Commission considered the project and passed a motion, unanimously, recommending that the County Board of Supervisors approve the project with modifications to the conditions of approval as proposed by staff.

Project Description: The applicant requests that the Board rezone portions of three parcels on the project site from a General Agricultural (A-2) zoning district to a site-specific Planned Unit (P-1) district in order to correct inconsistencies with the existing Single-Family Residential, Very Low Density (SV) General Plan land use designation of the property, and to also eliminate occurrences of parcels with split (dual) zoning. The proposed rezone would result in the entire project site being zoned as a planned unit (P-1) district. The project also includes a request for approval of a Final Development Plan based on a lot line adjustment between four contiguous parcels (County File #CDLL15-00027) within a P-1 district and establishes development guidelines for the entirety of the project site. The proposed Final Development Plan would modify an existing final development plan (County File #CDDP07-03062) that currently applies to the portion of the project site currently zoned in a planned unit (P-1) district. The proposed lot line adjustment will allow for improved access and development potential. There will be no net gain or loss in acreage of the overall project site, only a transfer of acreage between the four subject parcels that are under common ownership. No physical development is proposed as part of the project. Approval of the proposed final development plan will be conditioned on the Zoning Administrator's approval of the pending lot line adjustment for the project site. If the lot line adjustment is not approved, the proposed rezoning will remain in effect curing the current inconsistencies between the General Plan land use designations and zoning at the site. But the project site will not have an approved final development plan which will limit future development at the site.

The existing zoning and General Plan land use designation inconsistencies at the project site are a result of multiple general plan amendment, subdivision, and rezoning entitlements being historically granted at different intervals for portions of the project site, and then the entitlements subsequently being abandoned by those prior project proponents. Cumulatively, these events resulted in portions of the property being rezoned, but not subdivided to create the resultant parcels that would coincide with the boundaries of the newly rezoned areas.

Environment and Site Description: The project site is located within a semi-rural area of Contra Costa County, southeast of the Rossmoor Community in Walnut Creek, and just north of East Bay Regional Park's Las Trampas Regional Wilderness. The majority of the surrounding properties consist of large agriculturally-zoned properties measuring between one and twenty-three acres in area. Many of these properties have been developed with single-family residences and associated accessory structures. Just north of the project site is a large thirty-three-acre open space parcel which preserves the westward

views of Las Trampas Ridge from Alamo and the I-680 corridor.

The project site is a 21.62-acre area composed of four parcels under common ownership. The site is topographically unique with steep grade changes and small valleys that contribute to site elevations ranging from 450 feet at the site's southern boundary along Las Trampas Road, to as high as 690 feet in the northwestern portions of the site. The project site is moderately wooded with mature trees which are primarily located towards the southern areas of the site adjacent to Las Trampas Road. There are two existing single-family residences, each located on a separate parcel, one of which is currently under construction. There are two scenic easement areas along the western edge of the project site that are a result of a historical lot line adjustment (County Files #CDLL09-0019 and #CDDP10-03032) and a scenic easement established on Lot-1 of the adjacent Alamo Ridge subdivision (Tract 6419). These easement areas will also be rezoned from A-2 to P-1 for zoning consistency across the entirety of the project site, but there is no proposal to alter the boundaries or any terms of those easement areas.

California Environmental Quality Act (CEQA): An Initial Study/Negative Declaration document was prepared for the proposed project and staff found that the project would not result in significant environmental impacts. The document was posted for public review on February 25, 2021, with the comment review period ending on March 18, 2021. No public comments to the document were received.

General Plan (Land Use Element): The project site is located within Single-Family Residential, Very Low Density (SV) and Agricultural Lands (AL) General Plan land use designations. The proposed P-1 zoning for the site will be consistent with both the existing SV and AL designations. The allowed uses will be dictated predominantly by the provisions of the newly identified development guidelines of the Final Development Plan for the project site. As conditioned, the R-100 zoning district, which is consistent with the SV designation pursuant to Table 3-5 of the General Plan, will serve as the guide for development across the project site. With respect to those small areas in the western region of the project site that are within the AL designation, those areas are either encumbered by scenic easements wherein development rights have been dedicated to the County or are within the required structure setback areas from adjacent property lines or Las Trampas Road. Therefore, establishment of new uses or improvements in these areas are likely to either be disallowed due to inconsistency with the terms of the scenic easement or require approval of a subsequent development plan modification by the County. Only reconfiguration of the existing parcels is proposed, and no additional parcels will be created as a result of the project. Therefore, there is no potential for a change in density at the site.

Zoning: If the project is approved, the entire property will be within a site-specific Planned Unit (P-1) district wherein development is guided by the conditions of one Final Development plan that correlates with the configuration of the parcels within the boundaries of the district. This will eliminate the existing circumstance wherein the development guidelines of the most recently approved development plan are not consistent with the quantity and configuration of the parcels within the associated P-1 district. Uses allowed within the district will be identical to those allowed in the R-100 district, which are consistent with the single-family residential and semi-rural uses allowed within SV-designated areas of the County.

Existing Zoning/General Plan Configuration: The project site's existing zoning designations and parcel configurations are a result of various subdivision, lot line adjustment, General Plan amendment, and rezoning entitlements being granted for portions of the project site since as far back as 1961. However, the project that has contributed most to the need for the applicant's current project proposal, consisted of General Plan amendment (#CDGP07-00004), rezoning (#CDRZ07-03062), major subdivision (CDS07-09210) and final development plan (#CDDP07-03062) requests that were approved by the County Board of Supervisors on February 3, 2009. This collective project allowed for a

15-acre portion of the site to be redesignated from an A-2 General Plan land use designation to an SV designation, rezoned a 10-acre portion of the site from an A-2 district to a site specific P-1 district, subdivided the redesignated 15-acre portion of the site into five lots with a remainder, and allowed an alternate access road design from that which was granted pursuant to a prior rezoning and subdivision entitlement (County Files #CDRZ04-03144, CDDP40-03025, #CDMS04-00008) over an adjacent portion of the project site.

The General Plan amendment and rezoning elements of the 2009 approval were automatically implemented shortly after the Board's approval, but the applicant at the time never pursued the subdivision element by filing the approved map. This project abandonment resulted in an additional 10-acres of the subject property being rezoned from A-2 to P-1 in a manner that was not aligned with existing property lines. Furthermore, abandonment of both project approvals described above created a circumstance where all but 5 acres of the 21-acre project site are within a P-1 zoning district with associated development guidelines and conditions of approval that do not correlate with the quantity, boundary configuration, and overall location of the parcels that currently exist within the confines of the project site.

Existing Scenic Easement: There are two scenic easement areas located along the western edge of the project site. These encumbrances were originally created as part of larger scenic easement areas intended to restrict development on Lot-1 of the Alamo Ridge Development, located immediately west of the subject property. However, these easement areas became part of the project site as a result of lot line adjustment (County File #CDLL09-0019) and Development Plan (County File #CDDP10-03032) entitlements that allowed the transfer of approximately 0.49 acres of land to the project site. Development rights for these easement areas were historically deeded to the County, and there is no proposal to alter this arrangement as part of the project. Therefore, the County will retain its authority to restrict development in these areas as necessary for consistency with their terms when created as part of the Alamo Ridge development project.

Lot Line Adjustment: The applicant has a pending lot line adjustment application (County File #CDLL15-00027) with the County to allow the reconfiguration of the four parcels that comprise the project site. The applicant seeks to reconfigure the parcels in order to allow improved access and development potential for each of the parcels. As proposed, the resultant parcels would be approximately, 2.5, 5.09, 6.85, and 7.17 gross acres in area. This application has been placed on hold, pending the approval of this modification to the Final Development Plan. In the event that this project is approved, staff has recommended the inclusion of Condition of Approval #5, which would require that the applicant provide County staff with any remaining information necessary to allow the Zoning Administrator to render a final decision on that lot line adjustment and subsequent recordation.

CONSEQUENCE OF NEGATIVE ACTION:

In the event that the proposed project is not approved, the applicant will not obtain the required rezoning entitlement necessary to eliminate existing split zoning and conflicting General Plan designation-zoning district configurations associated with the property. In addition, the conflicting General Plan designation and zoning district designations would render portions of the property difficult to develop due to the inconsistency finding with the General Plan. In conclusion, the four subject parcels will not have a cohesive set of development guidelines to ensure the aesthetically and ecologically sensitive nature of the property and surrounding area is preserved.

CHILDREN'S IMPACT STATEMENT:

This application is a request for approval of rezoning and final development plan entitlements to correct zoning inconsistencies, guide future development, and reconfigure individual parcels for better functionality. There will be no increased demand for childcare and public school services beyond what currently exists. If the undeveloped parcels of the project site are eventually developed with new residences, those residential construction projects would be required to comply with Senate Bill (SB) 50, which fully mitigates the potential effect of new student population generated by those projects on public school facilities.

ATTACHMENTS

Findings and COAs

Rezoning Exhibit

Rezoning Ordinance Map

Development Plan & LLA Exhibit

Initial Study

PowerPoint Presentation

Findings and Conditions of Approval

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILES #CDRZ15-03230 and #CDDP20-03022; STONEHURTZ PROPERTIES (Applicant and Owner)

FINDINGS

A. Growth Management Element Standards

1. Traffic: The project consists of rezoning portions of the project site for consistency across parcels and reconfiguring the boundaries of the four existing parcels that comprise the site. There is no proposal to subdivide any portion of the site, nor is there any proposal for physical development or establishment of a new land use. Based on the above, there is no element of the project that would increase potential travel to or from the site beyond pre-project conditions. Therefore, a comprehensive traffic impact analysis is not required.
2. Water: There is no physical development or new land use proposed as part of the project. Additionally, the four parcels that make up the project site will be reconfigured, but no additional parcels will be created as part of the project. Lastly, the property owner previously constructed an approximately 1,000 linear-foot extension of an 8-inch EBMUD water main within Las Trampas Road to make public water available to the site. Based on the factors above, it is clear that the project will not require further expansion of EBMUD facilities to serve the site.
3. Sanitary Sewer: There is no physical development or new land use proposed as part of the project. Additionally, the four parcels that make up the project site will be reconfigured, but no additional parcels will be created as part of the project. Lastly, an existing underground Central Contra Costa Sanitary District sewer main is located within the Las Trampas Road right-of-way, to which new lateral connections can be made. Based on the factors above, it is clear that the project will not require the construction of new or expanded public sanitary sewer infrastructure.
4. Fire Protection: The project site's location within the service area of the San Ramon Valley Fire Protection District will not be impacted by any element of the project. Additionally, there is no proposal for the establishment of a new land use, construction of new structures, or other physical improvements at the site that could potentially increase fire hazards, or the level of fire protection required at the site. Based on the above, there is no evidence in the record to suggest that the project would impact the County's ability to maintain the standard of having a fire station located within one and one-half miles of development in urban, suburban, and central business district areas, or otherwise require new or expanded fire protection facilities.
5. Public Protection: Since the project lacks physical development, the establishment of a new land use, or the creation of additional parcels, the project will not result in a significant population increase within the County. As a result, there is no potential for the

project impacting the County's ability to maintain the standard of having 155 square feet of Sheriff station area and support facilities per 1,000 members of the population.

6. Parks and Recreation: Since the project lacks physical development, the establishment of a new land use, or the creation of additional parcels, the project will not result in a significant population increase within the County. As a result, there is no potential for the project impacting the County's ability to maintain the standard of having three acres of neighborhood parks per 1,000 members of the population.
7. Flood Control and Drainage: The project site is not located within any flood hazard area as determined by the Federal Emergency Management Agency (FEMA). Additionally, there are no physical improvements proposed for construction at the project site or any off-site location. Therefore, there is no potential for the project resulting in structures or other improvements being placed in a flood hazard area, nor any potential for the project impacting any dam, levee, or other existing infrastructure intended for mitigating flood hazards. Furthermore, there is no grading or additional impervious surface area proposed at the site that would have the potential for impacting drainage patterns at the site. Therefore, no additional drainage or hydrology studies are required as part of the project.

B. Rezoning Findings

1. Required Finding: *The change proposed will substantially comply with the General Plan.*

Project Finding: The sections of the project site to be rezoned to P-1 are areas currently zoned General Agricultural (A-2). These portions of the project site result in parcels with dual zoning districts, and in some areas of the property, a circumstance wherein the zoning district is not consistent with the underlying General Plan land use designation of Single Family Residential, Very Low Density (SV). Rezoning these areas to a site-specific P-1 district will eliminate the zoning-General Plan inconsistency. Additionally, the associated modification to Final Development Plan County File #CDDP07-03062 will ensure that only one Final Development Plan guides development for all portions of the project site which are now all within one unified P-1 district. The new Final Development Plan will identify allowed land uses and provide development standards that are consistent with the SV land use designation and other applicable elements of the County General Plan.

2. Required Finding: *The uses authorized or proposed in the land use district are compatible within the district, and to uses authorized in adjacent districts.*

Project Finding: Section 84-66.404 of the County Ordinance, requires the approval of a Final Development Plan prior to the development of any lands rezoned to a P-1 district. Portions of the project site are already zoned as P-1 as a result of the County's approval of a prior development project (County Files #CDGP07-00004, #CDRZ07-3194, #CDS07-9210, #CDDP07-03062; and #CDRZ04-03144, CDDP40-03025, and #CDMS04-00008). Although the General Plan amendment and rezoning elements of those projects

took place, the subdivision and residential development elements were abandoned and never implemented at the site. Therefore, a modification of the Final Development plan is necessary to guide development in a manner that is consistent with current characteristics of the site and surrounding area, as well as with the property boundary configuration currently desired by the property owner.

As part of the project the newly modified Final Development Plan has been identified as the development plan to guide development for all portions of the site. Additionally, the County's R-100 (Single-Family Residential) zoning district has been identified as the guide for allowed land uses and development at the site, along with added development guidelines that take into consideration the sensitive aesthetic characteristics of the site. As identified in Table 3-5 ("Consistency Between the General Plan and Zoning Ordinance") of the General Plan, the R-100 zoning district is one of those that are deemed to be consistent with the SV designation. There are three small regions along the western extent of the project site that remain within an Agricultural Lands (AL) designation. Two of these areas are encumbered by scenic easements, which will remain in effect as part of the project. Development rights for these easement areas have been deeded to the County, and thus County staff can ensure that any land uses, or development potentially allowed in those areas is consistent with the underlying AL designation. The remaining area is in the southwest corner of the site and measures approximately 3,118 acres in area. This area is not encumbered by an easement, but future development in the area is unlikely because it is entirely located within the 30-foot structure setback and side yard areas that will be required pursuant to the R-100 based design guidelines. Furthermore, this permit has been conditioned to require that a parcel-specific development plan be approved prior to the development of any parcel of the project site without an existing residence. This additional discretionary review process will afford the County an opportunity to ensure that any development proposed in that area of the project site is consistent with the respective P-1 district and the surrounding area.

3. *Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.*

Project Finding: There is an increasing and continuous demand for additional housing stock within Contra Costa County, which the Project's residential uses will contribute towards reducing. The General Plan land use designation for the majority of the site is SV, which allows for residential development and other uses consistent with a rural lifestyle. However, the existing zoning-General Plan inconsistency and dual zoning circumstances at the site impede staff support of development due to required project findings. The rezoning will eliminate existing zoning obstacles and create an easier path for the property owner to develop the site as intended.

C. Planned Unit District Findings

1. *Required Finding: The applicant intends to start construction within two and one-half years from effective date of zoning change and plan approval.*

Project Finding: The majority of the project site was previously rezoned from an A-2 district to a site-specific P-1 district in February of 2009, as part of a five-lot subdivision and residential development, which was subsequently abandoned. The primary goal of the current applicant's rezoning request is to eliminate zoning-General Plan inconsistencies and split zoning configurations that exist across multiple parcels at the site as a result of the abandoned subdivision action. The rezoning is primarily designed to create a more cohesive zoning configuration of the property, and less to allow a particular type of development. Although immediate construction is not proposed, the project site will now be more conducive to construction taking place because pre-existing development hurdles created by the zoning-General Plan inconsistency are being eliminated.

2. *Required Finding: The proposed planned unit development is consistent with the county general plan.*

Project Finding: As part of the project the applicant seeks to rezone portions of the property and reconfigure the four existing parcels, but there is no proposal for physical development of any kind. The existing residences and accessory structures at the site are consistent with the SV General Plan land use designation in which they are located, and they will remain unchanged as a result of this project. As required by the conditions of approval, development of any vacant parcel will require approval of a parcel-specific development plan, and modification of any previously developed parcels will require a compliance review process. Requiring these reviews will allow staff the opportunity to review future development at the site to ensure continued consistency with the General Plan.

The majority of the existing A-2 areas identified for rezoning are in the central area of the project site and have an underlying Single Family Residential Very Low Density (SV) General Plan land use designation, which is an inconsistent zoning-General Plan configuration. The rezoning of these areas to P-1 will eliminate that inconsistency. The remaining A-2 zoned areas identified for rezoning along the western edge of the project site have an Agricultural Lands (AL) General Plan land use designation, which is also consistent with a P-1 district. Furthermore, the development plan approved as part of this project will serve as the Final Development Plan for the entirety of the site, and the development guidelines identified within the conditions of approval below will ensure that the nature and design of future development of the project site is limited to that which is consistent with the General Plan.

3. Required Finding: *In the case of residential development, it will constitute a residential environment of sustained desirability and stability, and will be in harmony with the character of the surrounding neighborhood and community.*

Project Finding: The rezoning of the existing A-2 portions of the site to P-1 will create a unified P-1 district across the entire site and eliminate parcels with dual zoning configurations. With each parcel of the project site now being subject to the same development guidelines of a site-specific P-1 district, it is certain that future development on each parcel will be substantially similar and compatible with the remaining parcels of the site. Furthermore, the development guidelines for the district have considered the aesthetic sensitivity, unique topography, and existing uses surrounding the site, which will further the goal of ensuring that residential development on the site is in harmony with the rest of the Las Trampas Ridge area.

4. Required Finding: *The development of a harmonious, integrated plan justifies exceptions from the normal application of this code.*

Project Finding: The Project Site consists of various unique characteristics that warrant adoption of a Planned Unit zoning district. The project site consists of very steep slopes, scenic ridgeline areas, and sensitive habitat resources that limit suitable development areas. When the unique characteristics of the project site, goal of minimizing aesthetic and other environmental impacts, and a desire to ensure development at the site is compatible across the parcels and with the surrounding environment are all considered together, the establishment of a P-1 district for the subject property is a warranted option. To appropriately guide development at the site while also maintaining consistency with surrounding environment, the project site requires variations from the standard structure location, building height, and other development standards of the County's standard residential zoning districts.

D. Final Development Plan Findings

1. Required Finding: *The project is consistent with the intent and purpose of the P-1 District.*

Project Finding: The project consists of rezoning portions of the site to eliminate inconsistencies with the SV designated portions of the site, to eliminate dual zoning configurations on parcels at the site, and to reconfigure the four parcels of the site to allow for more functional development envelopes and access. The rezoning will allow for cohesive development across the project site that considers the unique aesthetic, topographic, and biological characteristics of the site. The primary uses allowed at the site will remain residential in nature for consistency with the surrounding properties. However, by utilizing the R-100 District as the foundation for development standards, the development guidelines incorporated as conditions for the development plan will ensure

that future development will be designed in a manner that is consistent with the rural nature of the surrounding area.

2. Required Finding: The project is compatible with other uses in the vicinity, both inside and outside the district.

Project Finding: The project site is surrounded on its western and southern boundaries by residential lots of the Alamo Ridge subdivision, which have primarily been developed with single-family residences constructed on lots measuring at least one acre or more. At its eastern boundary, the property is also bordered by residential lots of a smaller development, which have all also been previously developed with single-family residences. Lastly, along its northern boundary, the project site abuts a large 33-acre parcel that is within an Open Space land use designation and is intended to preserve westerly views of Las Trampas Ridge.

As evidenced above, the development surrounding the project site consists almost exclusively of a rural-residential nature. More specifically, common characteristics of development in the surrounding area include parcels measuring at least one acre in area, single-family residences or other low intensity uses, and unique development restrictions (e.g., building envelopes, scenic easements, architectural design restrictions). As conditioned, development within the project site will include the majority of these same elements, and thus will be compatible with development in the adjoining A-2, P-1, and R-65 zoning districts.

E. CEQA Findings

For the purposes of compliance with the provisions of the California Environmental Quality Act (CEQA), an Initial Study/ Negative Declaration document was prepared and circulated for review and comment between February 26, 2021, and March 18, 2021. The Initial Study/ Negative Declaration is adequate and complete, was prepared in compliance with CEQA, State CEQA Guidelines, and County CEQA Guidelines, and reflects the County's independent judgement and analysis.

CONDITIONS OF APPROVAL

Administrative

1. These conditions of approval pertain to the 1900 Las Trampas Rezoning and Reconfiguration project, as approved under County Files #RZ15-03230 and #CDDP20-03022.
2. These conditions of approval shall serve as the conditions for all future development within the site-specific Planned Unit (P-1) district adopted for the four parcels that comprise the project site (APNs 198-220-051, -052, -053, -055). These conditions of approval shall

supersede those of any prior Final Development plan approved for all or portions of the project site.

3. **Preliminary and Final Development Plan approval** is granted to allow reconfiguration of the four parcels that constitute the project site, as generally shown on the "Development Plan Modification and Lot Line Adjustment Exhibit" submitted for this project, and is subject to and incorporates these conditions of approval.
4. The Rezoning and Final Development Plan approvals associated with this project are granted based on or as generally shown on the following documents:
 - a) Rezoning (CDRZ15-03230) and Development Plan (CDDP20-03022) applications submitted to the Department of Conservation and Development, Community Development Division (CDD) for the project.
 - b) "Development Plan Modification and Lot Line Adjustment Exhibit" plan received on October 28, 2020.
 - c) CDD Rezoning Map dated May 13, 2021.
5. Preliminary and Final Development Plan approval is conditioned on the Zoning Administrator's approval of the pending lot line adjustment application associated with this project site (County File #CDLL15-00027). **No later than 30 days from the effective date of this permit**, the Applicant shall provide additional plans and/or information, as deemed necessary by County staff, to allow for the Zoning Administrator's consideration of the pending lot line adjustment application associated with this project site (County File #LL15-00027). Applicant shall submit proof of approval and recordation of the lot line adjustment to County staff **prior to any building permit issuance, ground disturbance, or any other development at the project site**.
6. The applications submitted were subject to a total initial deposit of \$9,069. The applications are subject to time and material costs if the application review expenses exceed the initial deposit. Any additional fee due must be paid **prior to an application for a grading or building permit, or 60 days of the effective date of this permit, whichever occurs first**. The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2019/553, where a fee payment is over 60 days past due, the Department of Conservation and Development may seek a court judgement against the applicant and will charge interest at a rate of ten percent (10%) from the date of judgement. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance in the event that additional fees are due.

7. The Applicant shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County, its boards, commissions, officers, employees, and agents (collectively "County Parties") from any and all claims costs, losses, actions, fees, liabilities, expenses, and damages (collectively, "Liabilities") arising from or related to the project, the applicant's applications for a land use entitlement, the County's discretionary approvals for the Project, the County's actions pursuant to the California Environmental Quality Act and planning and zoning laws, or the construction and operation of the Project, regardless of when those Liabilities accrue.
8. **Prior to CDD-stamp-approval of plans for issuance of a building or grading permit on any parcel**, the property owner or project sponsor shall submit a report addressing compliance with all conditions of approval of this permit, for the review and approval of the CDD. The report shall list each condition, followed by a description of what the applicant has provided as evidence of compliance with the condition. Unless otherwise indicated, the applicant will be required to demonstrate compliance with the conditions of this permit prior to the issuance of building permits. The permit compliance review is subject to staff time and materials charges, with an initial deposit of \$1,500, which shall be paid at the time of submittal of the compliance report.
9. **Prior to development of any parcel without an existing residence**, the property owner shall apply for a site-specific development plan for the parcel to be developed. Each such development plan shall be subject to a public hearing process. The purpose of the development plan is to ensure that the unique aesthetic and sensitive ecological characteristics of each parcel are considered during residence design. Approval of exterior modifications to an existing residence or construction of ancillary structures shall be subject to a compliance review as provided for in Condition of Approval #8 above to ensure compliance with this development plan.
10. For purposes of the site-specific P-1 District, permitted land uses shall be those which are allowed within the R-100 zoning district and consistent with the underlying Single-Family Residential Very Low-Density (SV) General Plan land use designation.
11. Should any design element of the existing County-permitted residences or ancillary structures conflict with the residential design guidelines listed below, those structures shall not be in violation of this permit. However, the design of any future modifications to those buildings shall be consistent with the residential design guidelines of this permit.

Residence Design Standards

12. All residential structures shall be subject to the following design guidelines:

- a) Except as modified by these conditions of approval, the guide for development shall be the R-100 Single Family Residential Zoning District.
- b) Where feasible, primary buildings constructed in sloped areas shall incorporate a multi-level design that is tiered along the hillside.
- c) Residences shall be setback from roadways where possible to minimize visibility from Las Trampas Road.
- d) The height of crawlspace areas and foundations on the downhill side of structures shall be minimized where feasible.
- e) Large vertical building faces should not exceed 20-feet in height where possible, and second stories shall be stepped back from first story building facades.
- f) Retaining walls over three feet in height shall be discouraged. Where possible, the need for large retaining walls shall be accommodated by multiple tiered three-foot retaining walls.
- g) All graded slopes shall be contour-rounded to mimic natural topographic features.

Additional Standards for “Parcel-A” and “Parcel-B” Residential Development¹

13. Development shall be designed in a manner that preserves the aesthetic resources of the adjacent ridge by avoiding or minimizing visual impacts to westerly views from I-680 and Danville Boulevard.

14. No building roof line shall exceed a maximum height of 28 feet. An exception is made for chimneys and architectural elements. For any building where the proposed roof line height is 23 feet or greater, a roof plan shall be submitted for review and approval of the CDD. The roof plan shall include roof peak elevations shown on a grading plan consisting of natural and finished grades.

¹ “Parcel-A” and “Parcel-B” as shown on the “Development Plan Modification and Lot Line Adjustment Exhibit” approved for this project

15. **Prior to issuance of building or grading permits for the construction of a single-family residence on a parcel without an existing residence**, the applicant shall pay a per parcel fee toward childcare facility needs in the area as established by the Board of Supervisors. The current childcare fee is \$400 per parcel. However, the actual fee collected will be that which is applicable at the time of building permit issuance.
16. **Prior to issuance of building or grading permits for construction of a single-family residence on a parcel without an existing residence**, the applicant shall pay a park dedication fee. The current park dedication fee is \$8,129.00 per residential unit. However, the actual fee collected will be that which is applicable at the time of building permit issuance.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

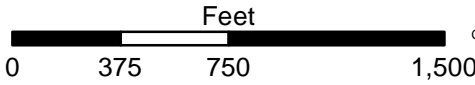
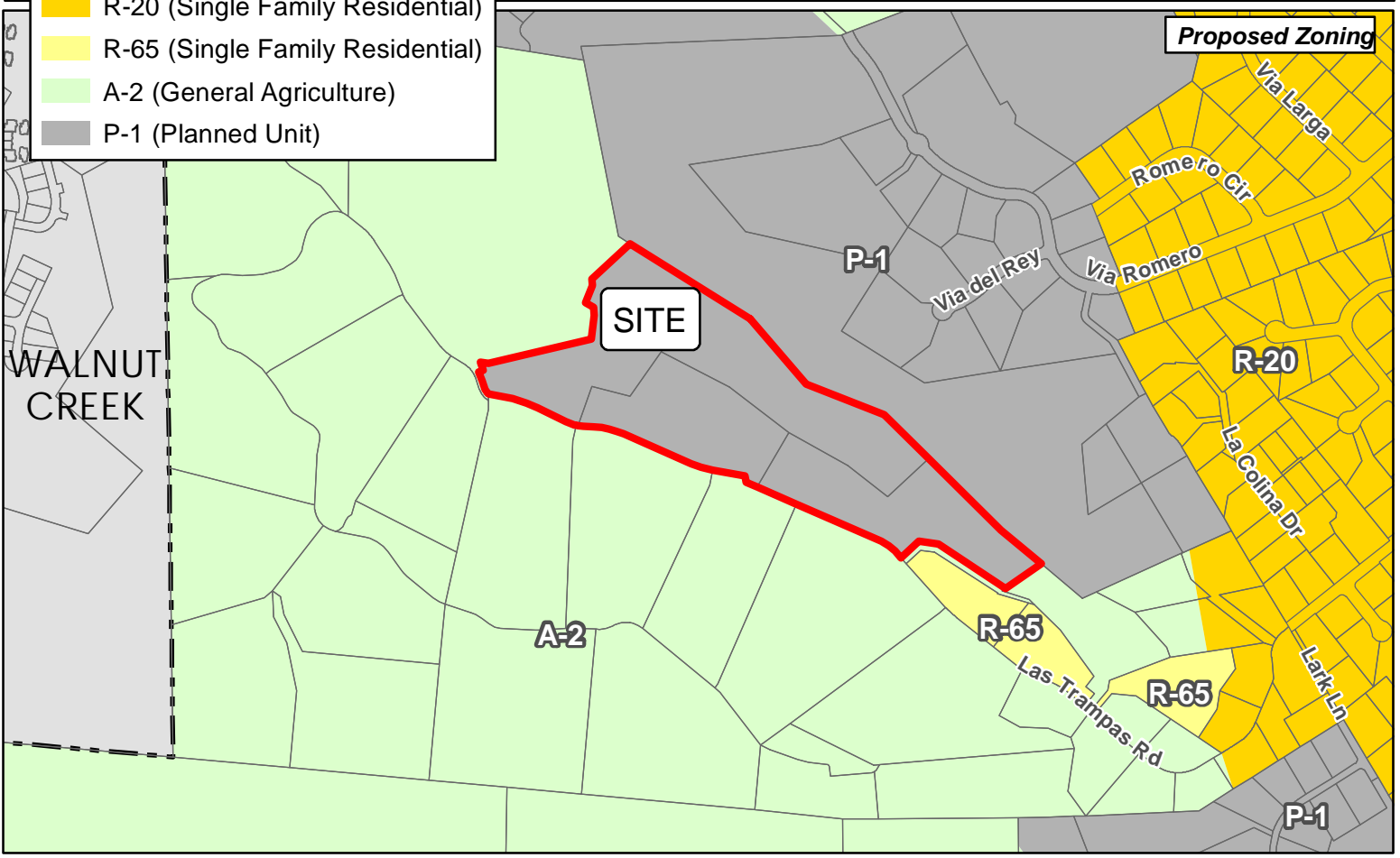
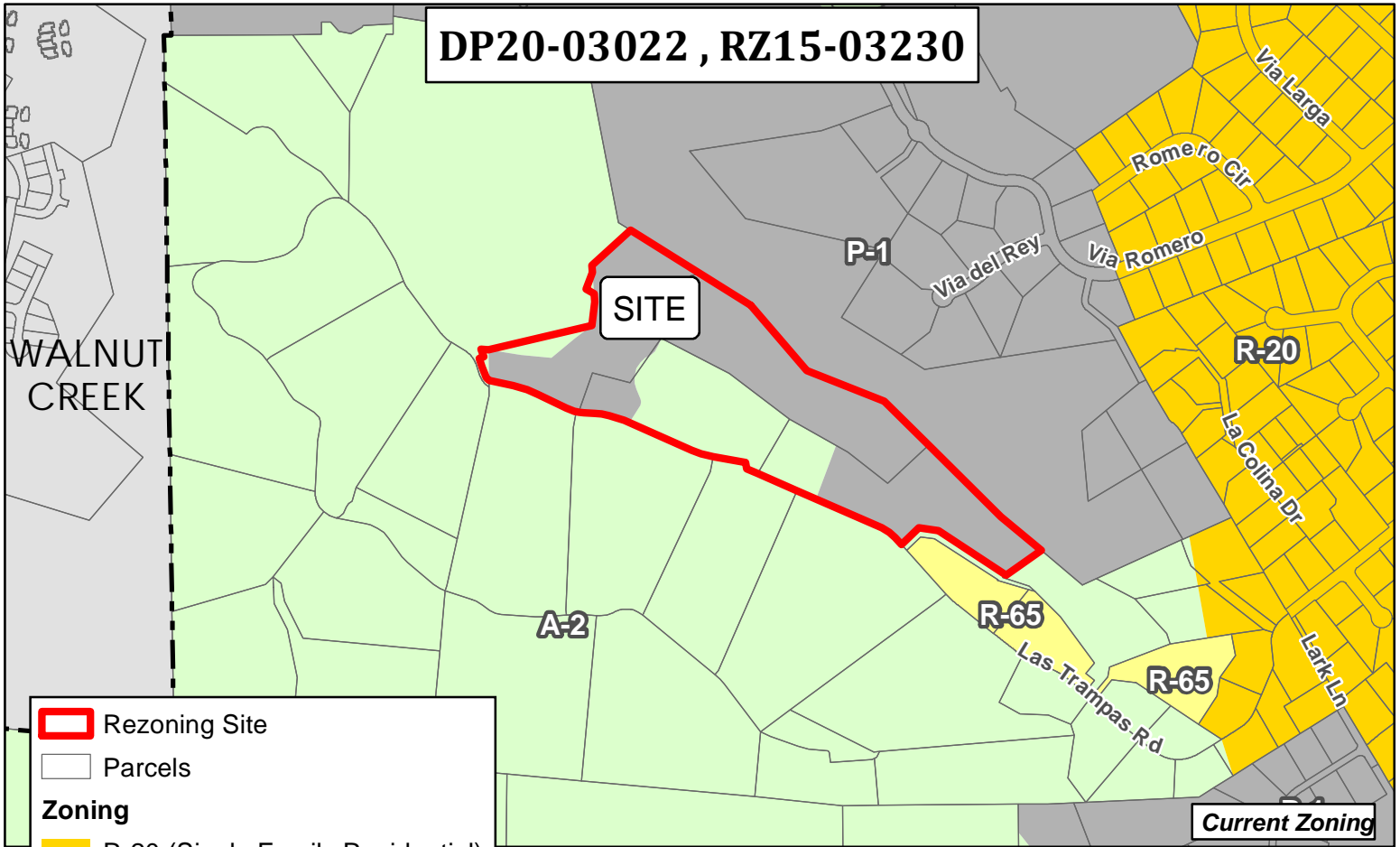
Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. Prior to applying for a building or grading permit, the applicant may wish to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- County Public Works Department
- Contra Costa County Building Inspection Division
- San Ramon Valley Fire Protection District
- Central Contra Costa Sanitary District
- EBMUD

Rezoning Exhibit

DP20-03022 , RZ15-03230



Map Created 05/13/2021
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Muir Road, Martinez, CA 94553
 37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



Rezoning Ordinance Map

ORDINANCE NO. 2021-36
(Re-Zoning Land in the

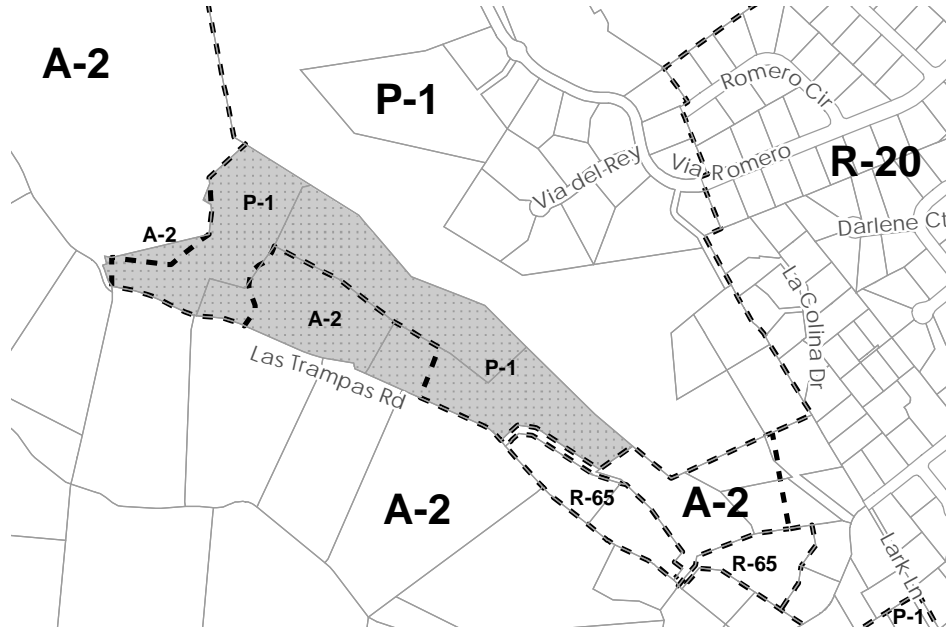
Alamo Area)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I: Page R-14 of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. RZ15-3230.)

FROM: Land Use District A-2 P-1 (General Agricultural Planned Unit)

TO: Land Use District P-1 (Planned Unit)
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.



SECTION II. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED on _____ by the following vote:

<u>Supervisor</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
1. J. Gioia	()	()	()	()
2. C. Andersen	()	()	()	()
3. D. Burgis	()	()	()	()
4. K. Mitchoff	()	()	()	()
5. F.D. Glover	()	()	()	()

ATTEST: Monica Nino, County Administrator
and Clerk of the Board of Supervisors _____

By _____, Dep. _____ Chairman of the Board
(SEAL)

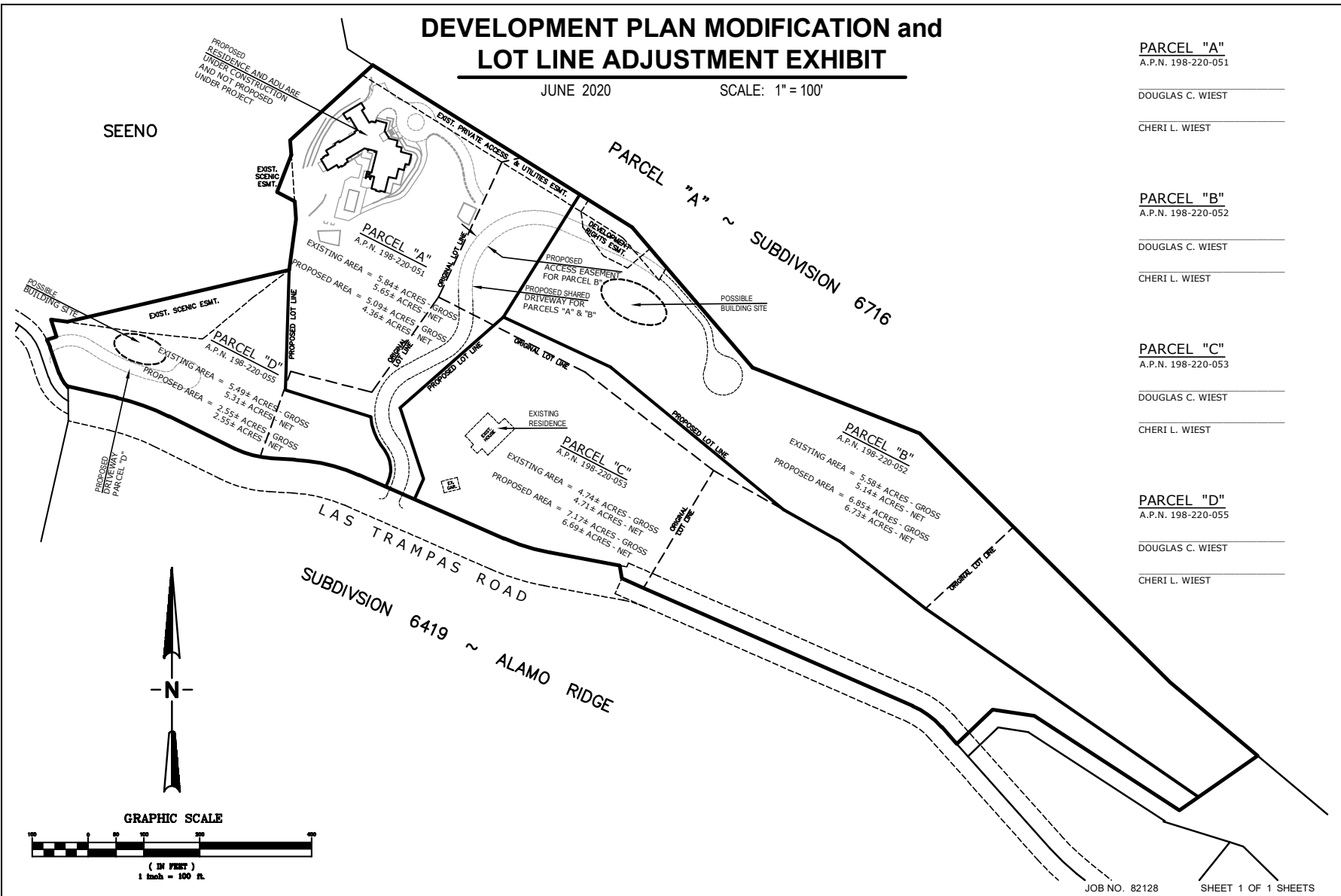
ORDINANCE NO. _____

**Development Plan & Lot Line
Adjustment Exhibit**

DEVELOPMENT PLAN MODIFICATION and LOT LINE ADJUSTMENT EXHIBIT

JUNE 2020

SCALE: 1" = 100'



PARCEL "A"
 A.P.N. 198-220-051

DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "B"
 A.P.N. 198-220-052

DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "C"
 A.P.N. 198-220-053

DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "D"
 A.P.N. 198-220-055

DOUGLAS C. WIEST

CHERI L. WIEST

Initial Study

CEQA ENVIRONMENTAL CHECKLIST FORM

1. **Project Title:** 1900 Las Trampas Rezoning & Reconfiguration
County Files: #CDRZ15-03230, #CDDP20-03022, and
#CDLL15-00027
2. **Lead Agency Name and Address:** Contra Costa County
Department of Conservation and Development
30 Muir Rd.
Martinez, CA 94553
3. **Lead Agency Contact Person and Phone Number:** Sean Tully, Principal Planner
(925) 674-7800
sean.tully@dcd.cccounty.us
4. **Project Location:** 1900 Las Trampas Road, Alamo CA 94507
APN: 198-220-051, -052, -053, -055
5. **Project Sponsor's Name and Address:** Stonehurtz Properties, LLC
64 Flint Road
Concord, MA 01742
6. **General Plan Designation:** Single-Family Residential, Very Low Density (SV) /
Agricultural Lands (AL)
7. **Zoning:** Planned Unit (P-1) / General Agriculture (A-2)
8. **Description of Project:** The applicant requests approval to rezone portions of three parcels from a General Agricultural (A-2) zoning district to a site-specific Planned Unit (P-1) district in order to correct inconsistencies with the existing Single-Family Residential, Very Low Density (SV) General Plan land use designation of the property, and to also eliminate occurrences of parcels with split (dual) zoning. The project also includes a request for approval to modify a Final Development Plan (County File #CDDP07-03062) in order to allow a lot line adjustment between four contiguous parcels (County File #CDLL15-00027). The proposed lot line adjustment will allow for improved access and development potential. There will be no net gain or loss in acreage of the overall project site, only a transfer of acreage between the four subject parcels that are under common ownership. No physical development is proposed as part of the project.

The existing zoning and General Plan land use designation inconsistencies at the project site are largely a result of multiple subdivision and rezoning entitlements being historically granted at different intervals for portions of the project site, and then the entitlements subsequently being abandoned by the project proponent. This resulted in portions of the property being rezoned, which automatically takes effect 30-days after rezoning approval is granted, but not subdivided to create the resultant parcels that would coincide with the newly rezoned areas. The proposed development plan modification is necessary to allow the proposed lot line adjustment for properties within a P-1 zoning district.

9. Surrounding Land Uses and Setting:

Surrounding Environment: The project site is located within a semi-rural area of Contra Costa County, southeast of the Rossmoor community in Walnut Creek, and just north of East Bay Regional Park's Las Trampas Regional Wilderness. The majority of the surrounding properties consist of large agriculturally-zoned properties measuring between one and twenty-three acres in area. Many of these properties have been developed with single-family residences and their associated accessory structures. Just north of the project site is a large thirty-three acre open space parcel which preserves the westward scenic vistas of Las Trampas Ridge.

Project Site: The project site is a 21.62-acre area comprised of four parcels under common ownership. The site is topographically unique with steep grade changes and small valleys that contribute to site elevations ranging from 450 feet at the site's southern boundary along Las Trampas Road, to as high as 690 feet in the northwestern portions of the site. The project site is moderately wooded with mature trees which are primarily located towards the southern areas of the site adjacent to Las Trampas Road. There are two existing single-family residences, each located on a separate parcel, one of which is currently under construction. There are two scenic easement areas along the western edge of the project site that are a result of a historical lot line adjustment and a scenic easement established on Lot-1 of the adjacent Alamo Ridge subdivision (Tract 6419). These easement areas will also be rezoned to P-1 for zoning consistency across the project site, but there is no proposal to remove or alter any terms of those easement areas.

10. Other public agencies whose approval may be required (e.g., permits, financing, approval, or participation agreement). Please be advised that this may not be an exhaustive list and that approval may be required from other public agencies not listed here:

County Public Works Department

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

A "Notice of Opportunity to Request Consultation" was forwarded to Wilton Rancheria on February 9, 2021. In a February 11, 2021, email, Wilton Rancheria advised that they have no concerns regarding the proposed project.

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Services Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

Environmental Determination

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Sean Tully

Principal Planner
Contra Costa County
Department of Conservation & Development

February 25, 2021
Date

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project have a substantial adverse effect on a scenic vista?*

No Impact: The project consists of rezoning portions of the site to eliminate inconsistencies with the existing General Plan land use designation of the site, and to eliminate split zoning circumstances that would impact a proposed lot line adjustment. There is no physical development proposed as part of the project that would impact nearby Las Trampas ridge or any other aesthetic resources within the region. Additionally, the type and scale of future development allowed in the areas to be rezoned would be less intense because they would be residential in nature, and would not include uses such as canneries, slaughterhouses, and livestock sales yards, which are permitted in the A-2 district. Lastly, there is no potential for aesthetic impacts as a result of reconfiguring the property lines of the four parcels. Based on the above, there is nothing in the record to suggest that the proposed rezoning or lot line adjustment elements of the project would have any impact on a scenic vista, damage scenic resources, conflict with zoning governing scenic quality, or create new sources of glare or light.

- b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?*

No Impact: Please refer to the analysis in subsection-a above.

- c) *In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are*

experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact: Please refer to the analysis in subsection-a above.

- d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

No Impact: Please refer to the analysis in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
2. AGRICULTURAL AND FOREST RESOURCES – Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact: Pursuant to California Important Farmland Finder application maintained by the State Department of Conservation, Division of Land Resources Protection, the project site has been categorized as Grazing Land or Other Land. Therefore, there is no potential for the project converting Prime Farmland, Unique Farmland, of Farmland of Statewide Importance, to a non-agricultural use.

- b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact: No portion of the project site is currently encumbered by a Williamson Act contract. Furthermore, as part of the project all existing areas of the site currently zoned General Agricultural (A-2) will be rezoned to a site-specific Planned Unit (P-1) zoning district. Therefore, there would be no agricultural zoning at the site to which any conflict could occur.

- c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g) or conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code*

section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?

No Impact: The project site is currently located within A-2 and P-1 zoning districts, and thus has no potential for rezoning forest land, timberland, or timberland zoned Timberland Production. Additionally, there is no existing forest land or timberland at the site, and thus there is no potential for the project rezoning any areas that fit that criteria.

- d) *Would the project involve or result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact: There is no existing forest land located in any region of the project site.

- e) *Would the project involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use?*

No Impact: The portions of the project site identified for rezoning to a site-specific P-1 district are currently zoned General Agricultural (A-2). However, those areas of the project site are either encumbered by existing scenic easements wherein development rights have been deeded to the County, or are within portions of the property with a Single-Family Residential Very Low Density (SV) General Plan designation, which only allows for residential uses and some uses associated with a rural lifestyle such as the keeping of limited numbers of livestock. Despite the existing A-2 zoning over portions of the site, there is no farmland or active agricultural uses at the site. Since there is no farmland at the project site, no existing agricultural uses at the site, and no physical development proposed as part of the project, there is no potential for the project resulting in the conversion of farmland to a non-agricultural use.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. AIR QUALITY – Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

No Impact: One primary element of the project consists of rezoning portions of the project site from a General Agricultural (A-2) zoning district to a site-specific Planned Unit (P-1) district. This zoning change would eliminate “islands” of A-2 zoning at the site that are inconsistent with the existing Single-Family Residential, Very Low Density (SV) General Plan Land Use designation for the majority of the project site. In addition, this zoning change will lessen the intensity of the uses that could potentially be allowed at the site. Pursuant to Chapter 84-38 of the County Ordinance, relatively intense commercial land uses such as slaughterhouses, rendering plants, and canneries are permitted within an A-2 district with the granting of a land use permit. In some cases these land uses can require activities and/or include the use of products and chemicals that have potential for adversely impacting air quality. However, if the proposed rezoning is granted, the new P-1 zoning will limit future uses at the site to low density, residential land uses that are significantly less intense in scope and have a significantly lower potential for adversely impacting air quality once fully operational.

Reconfiguring the boundaries of the four parcels requires no construction or other physical development at the site, and there is no proposal to develop any of the four parcels with a residence or any other structure that is permitted. Therefore, there are no construction activities required as part of the project that could potentially conflict with any applicable air quality plan or result in a temporary adverse impact in air quality for the region as a result of emissions or criteria pollutants.

- b) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

No Impact: Please refer to the discussion in subsection-a above.

c) *Would the project expose sensitive receptors to substantial pollutant concentrations?*

No Impact: Please refer to the discussion in subsection-a above.

d) *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

No Impact: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
4. BIOLOGICAL RESOURCES – <i>Would the project:</i>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact: Neither the rezoning nor the lot line adjustment portions of the project require any physical development at the project site. In addition, there is no proposal for physical development or the establishment of any new land uses as part of the proposed project. Lastly, any future land uses that would be permitted under the proposed P-1 district will be significantly less intense in nature than those permitted under the current A-2 zoning district. Therefore, the proposed project has no potential for adversely impacting biological resources.

- b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact: Please refer to the discussion in subsection-a above.

- c) *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact: Please refer to the discussion in subsection-a above.

- d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?*

No Impact: Please refer to the discussion in subsection-a above.

- e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

No Impact: The proposed project will only result in a different zoning district for portions of the project site and a different boundary configuration for the four existing parcels. The project will not result in any changes to any existing policies or ordinances intended to protect biological resources, such as the County's Tree Protection and Preservation Ordinance.

- f) *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

No Impact: The County has adopted the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP), which provides a framework to protect natural resources in eastern Contra Costa County. This plan covers areas within the cities of Brentwood, Clayton, Oakley, and Pittsburg, as well as unincorporated areas of Eastern Contra Costa County. The proposed project has no potential for conflicting with the provisions of the East Contra County HCP / NCCP because the project site is located in Alamo, which is not one of the areas of the County covered by the plan.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
5. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to California Environmental Quality Act Guidelines Section 15064.5?*

No Impact: The residence currently under construction in the northwestern portion of the project site is clearly not a historical resources because of its date of construction, and the remaining existing residence located near the Las Trampas Road frontage will not be impacted by the proposed project in any way. Based on the above, there is no potential for the proposed project causing a substantial adverse change in the significance of a historical resource.

- b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to California Environmental Quality Act Guidelines Section 15064.5?*

No Impact: In prior studies that covered approximately 60% of the project site, no evidence of cultural resources were found to exist at the site. Furthermore, in correspondence from the California Historical Information System (CHRIS) dated August 17, 2007, CHRIS indicated that the unsurveyed portion of the project site had a low possibility of containing unrecorded archaeological sites. Lastly, there are no physical improvements proposed as part of the project, which eliminates any potential for adverse changes to any archaeological resources or human remains that may exist at the site but have not yet been discovered.

- c) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

No Impact: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
6. ENERGY – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation??*

No Impact: The project consists of rezoning portions of and reconfiguring the boundaries of the four parcels that comprise the project site. There is no physical development or establishment of a new land use proposed as part of the project that would have the potential for wasteful, inefficient, or unnecessary consumption of energy as part of a construction or operational phase.

- b) *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

No Impact: The project only consists of rezoning the subject property and reconfiguring existing boundaries. There is no proposal to amend or otherwise alter any existing State or local plan for energy or energy efficiency.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
7. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:*
- i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*

No Impact: There is no physical development proposed as part of the project that would require construction activities that could result in any type of soil/ground failure. Additionally, no new land uses will be established and no structures will be constructed in any area of the property that may consist of soils of a quality that are substandard for construction, contain unique paleontological resources, or contain a unique geological feature.

ii) *Strong seismic ground shaking?*

No Impact: Please refer to the discussion in subsection-a above.

iii) *Seismic-related ground failure, including liquefaction?*

No Impact: Please refer to the discussion in subsection-a above.

iv) *Landslides?*

No Impact: Please refer to the discussion in subsection-a above.

b) *Would the project result in substantial soil erosion or the loss of topsoil?*

No Impact: Please refer to the discussion in subsection-a above.

c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

No Impact: Please refer to the discussion in subsection-a above.

d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

No Impact: Please refer to the discussion in subsection-a above.

e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact: Please refer to the discussion in subsection-a above.

f) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

No Impact: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less than Significant: The proposed rezoning element of the project will rezone portions of the site from an A-2 zoning district to that of a less intense site-specific P-1 zoning district for low density residential uses. Therefore, the potential GHG emissions from future development of the site is reduced because of the less intense land uses. Additionally, there is no proposal for the construction of residences or other physical developments as part of the project that would result in direct GHG emissions. Based on the above, the potential for the project having a significant impact on the environment as a result of GHG emission is less than significant.

- b) *Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

No Impact: The proposed project consists only of rezoning portions of the project site and reconfiguring existing parcel boundaries. There is no proposal to remove or otherwise alter any County policy or regulation related to GHG reduction, nor to change any element of the County ordinance or Genera Plan. Furthermore, there is no development aspect to the project involving new land uses or structures that would run the risk of conflicting with any applicable plan, policy, or regulation.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
9. HAZARDS AND HAZARDOUS MATERIALS – <i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

No Impact: There is no physical development proposed at the site, nor is there any proposal for the establishment of a new land use. Therefore, there is no potential for the project resulting in the transport, use, disposal, or accidental release of hazardous materials.

- b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?*

No Impact: Please refer to the discussion in subsection-a above.

- c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact: Please refer to the discussion in subsection-a above.

- d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact: Pursuant to the EnviroStor database maintained by the California Department of Toxic Substances Control (DTSC), the project site is not included on a list of hazardous materials sites.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

No Impact: The project site is not located within any region covered by the County's Airport Land Use Plan, nor is it located within two miles of a public airport or public use airport.

- f) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

No Impact: The project consists of rezoning portions of and reconfiguring the boundaries of the parcels located at the project site. There is no proposal to modify any standard or provision of the County zoning code or General Plan that may be associated with an adopted emergency response or evacuation plan. Additionally, there is no physical development or land use establishment proposed as part of the project that would have the potential for impacting the implementation of any applicable emergency response or evacuation plan.

- g) *Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

No Impact: There is no element of the proposed rezoning or lot line adjustment that would increase any wildfire risks that may already exist for the site. Furthermore, any future development at the site would be subject to CEQA and review for wildfire risks specific to that future development.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
10. HYDROLOGY AND WATER QUALITY – <i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

No Impact: Neither the rezoning nor the lot line adjustment elements of the project require physical development at the site. Additionally, there is no proposal for the establishment of a new land use at the site. Therefore, there is no potential for the project violating water quality, waste discharge standards, or availability of water at the project site or the County as a whole.

- b) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

No Impact: Please refer to the discussion in subsection-a above.

c) *Would the project substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

i) *Result in substantial erosion or siltation on- or off-site?*

No Impact: Neither the rezoning nor the lot line adjustment elements of the project require physical development at the site. Additionally, there is no proposal for the establishment of a new land use at the site. Therefore, there is no potential for erosion, increased surface runoff, or altered flood flows at the site.

ii) *Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

No Impact: Please refer to the discussion in subsection-c.i above.

iii) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

No Impact: Please refer to the discussion in subsection-c.i above.

iv) *Impede or redirect flood flows?*

No Impact: Please refer to the discussion in subsection-c.i above.

d) *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

No impact: The project is located in a highlands area of the County adjacent to Las Trampas Ridge. Therefore, the project site is not located in a zone susceptible to flood, tsunami, or seiche.

e) *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

No Impact: Neither the rezoning nor the lot line adjustment elements of the project will have any impact on the standards or goals of any water quality control plan or sustainable groundwater management plan applicable within Contra Costa County. Additionally, there are no new land use or physical development elements to the proposed project that would have any potential impacts to water quality or groundwater management. Based on the above, there is no potential for the project conflicting or obstructing the implementation of either a water quality control plan or a sustainable groundwater management plan.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
11. LAND USE AND PLANNING – <i>Would the project:</i>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project physically divide an established community?*

No Impact: The project site is surrounded by agriculturally- and residentially-zoned parcels that have primarily been developed with single-family residences. The majority of the project site is currently zoned P-1, and the intent of the proposed project is to rezone the few remaining areas of A-2 to P-1 for one consistent zoning district across the four parcels. There are additional properties located northeast of the project site that are also zoned P-1, and that have an underlying SV General Plan Land Use designation similar to that of the project site. Therefore, based on the above, the proposed rezoning will not induce future development of a nature that would physically divide it from the surrounding community. The proposed lot line adjustment element of the project will merely reconfigure the individual parcels for improved access and development potential. Lastly, as no physical changes are involved in lot line adjustment element, it is clear that it has no potential for physically dividing an established community.

- b) *Would the project cause a significant environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact: The proposed rezoning will eliminate dual or split zoning and also eliminate existing conditions where the A-2 zoning is inconsistent with an underlying SV General Plan Land Use designation. There is no proposal to modify the provisions or standards of any existing zoning district or land use policy in the County. Therefore, there is no potential for the project causing a significant environmental impact due to a conflict with a plan or policy adopted too avoid or mitigate environmental effects.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
12. MINERAL RESOURCES – <i>Would the project:</i>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact: Pursuant to Figure 8-4 (Mineral Resources) of the County General Plan, the project site is not located within any of the County’s known significant mineral resource areas. Additionally, there is no physical development proposed as part of the project that would have the potential for resulting in the loss of or loss of availability of any mineral resources. Therefore, there is no potential for the project resulting in the loss of availability of a known mineral resource.

- b) *Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No Impact: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
13. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less Than Significant: The proposed rezoning from A-2 to a site-specific P-1 will further limit the intensity of uses allowed at the project site. This is because the A-2 district allows land uses such as canneries, livestock auction yards, and slaughterhouses, whereas the proposed P-1 zoning will limit uses at the project to those of a residential nature which are consistent with the underlying SV General Plan Land Use designation that the majority of the site is within. Since the intensity of uses allowed at the site will be decreased, it is reasonable to anticipate that the potential for noise generation from future uses has also been decreased.

- b) *Would the project result in generation of excessive ground borne vibration or ground borne noise levels?*

Less than Significant: As stated in subsection-a above, the intensity of land uses permitted at the site would be decreased as a result of the rezoning, and thus it is reasonably anticipated that the potential for the generation of ground borne vibration and noise as a result of future uses is also decreased. Additionally there is no proposed physical development necessary as party of the proposed rezoning or lot configuration elements of the project. Lastly, any construction methods currently necessary to develop the site will remain unchanged if the project is approved because the physical conditions and characteristics of the site will be unaltered. Based on the above, the potential for the project resulting in the generation of excessive ground borne vibration or noise levels is less than significant.

- c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact: The subject property is not located within the coverage area of an airport land use plan, nor is it located within two miles of an airport or private air strip. The closest airport, Buchanan Field airport in Concord, is located approximately nine miles northeast of the project site.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
14. POPULATION AND HOUSING – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?*

Less Than Significant: The A-2 zoning district allows for the construction of a single-family residence on each parcel, as will the proposed site-specific P-1 zoning district. There is no proposal to change the General Plan designations of the areas to be rezoned, and thus the allowed residential density of the project site will remain unchanged. Additionally, the rezoning from A-2 to P-1 will significantly reduce the potential for business opportunities because the ability to establish agricultural uses such as canneries, livestock yards, and stockyards will be eliminated. Lastly, there is no proposal for physical development at the site that would add new residences or infrastructure at the site. Therefore, the potential for unplanned population growth in the area as a result of the project is less than significant.

- b) *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact: There is no element of the project that proposes or requires the removal of the existing residences located at the project site.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
15. PUBLIC SERVICES – <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i>				
a) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) *Fire Protection?*

Less Than Significant: There is no physical development or new land use establishment proposed as part of the project that would change the demand for public services at the site. Furthermore, the range and intensity of land uses allowed at the site would be reduced with the proposed rezoning to the site-specific P-1 district. Lastly, the parcel reconfiguration proposed under the lot line adjustment element of the project will have no impact on the public service needs at the site. Based on the above, the potential for substantial adverse impacts associated with new or physically altered government facilities is less than significant.

b) *Police Protection?*

Less Than Significant: Please refer to the discussion in subsection-a above.

c) *Schools?*

Less Than Significant: Please refer to the discussion in subsection-a above.

d) *Parks?*

Less Than Significant: Please refer to the discussion in subsection-a above.

e) *Other public facilities?*

Less Than Significant: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
16. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact: Neither the rezoning nor the lot line adjustment elements of the proposed project would induce substantial population growth within the County. Therefore, there is no potential for the project resulting in an increased use of existing parks or other recreational facilities that would accelerate their physical deterioration.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

No Impact: There are no recreational facilities proposed as part of the project, nor are there any land uses proposed that would require the construction or expansion of recreational facilities.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
17. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3(b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?*

No Impact: As stated throughout this study, the rezoning to a site-specific P-1 zoning district would reduce the range of land uses permitted at the site. Additionally, no element of the proposed project would result in a substantial population increase. Lastly, there is no physical development proposed under the project that would have potential for impacting any existing element of the circulation system within the County. Therefore, there is no potential for the project conflicting with a program, plan, or ordinance addressing the County’s circulation system.

- b) *Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3(b)?*

Less Than Significant: On June 23, 2020, the County Board of Supervisors adopted Transportation Analysis Guidelines in compliance with Senate Bill 743 (2013). These adopted guidelines define the County’s approach, methodology, and tool set to be used in evaluating the impacts of land use projects, transportation projects, and County transportations systems. As there is no physical development and no new land uses proposed for establishment at the site, there is no daily trip generation anticipated for the project. The County’s adopted guidelines indicate that a project generating less than 836 vehicle miles traveled (VMT) per day shall not constitute a significant environmental impact with respect to transportation. Since the County has adopted Transportation Analysis Guidelines in compliance with SB 743 and the project’s potential transportation impacts were found to be less than significant based on analysis administered in compliance with those guidelines, the potential for the project conflicting or being inconsistent with CEQA Guidelines Section 15064.3(b) is less than significant.

- c) *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No Impact: There are no new land uses nor any physical development proposed as part of the project. Therefore, there is no potential for a substantial increase in hazards as a result of a geometric design feature or incompatible uses.

d) *Would the project result in inadequate emergency access?*

No Impact: There is no physical development proposed as part of the project, nor is there any proposal to alter any element of Las Trampas Road or the existing private road located at the site. Based on the above, there is no potential for the project resulting in inadequate emergency access.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
18. TRIBAL CULTURAL RESOURCES – <i>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</i>				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*

No Impact: There is no proposal for the construction of new buildings or structures at the site. Additionally, there is no proposal to physically alter the existing residences or the current condition of the site in any way. Therefore, there is no potential for the project impacting any tribal cultural resources.

- b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

No Impact: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
19. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?*

Less Than Significant: The proposed rezoning will reduce the range and intensity of land uses that could be established at the site, which in-turn can be reasonably assumed to reduce the potential utility and service demand of uses that may be established at the site in the future. Furthermore, there is no immediate physical development proposed at the project site that would require the relocation, construction, or expansion of utilities or level of public services. Based on the above, the potential for the project resulting in environmental effects as a result of relocated, newly constructed, or expanded utilities or public services is less than significant.

- b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?*

Less Than Significant: Please refer to the discussion in subsection-a above.

- c) *Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less Than Significant: Please refer to the discussion in subsection-a above.

- d) *Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less Than Significant: Please refer to the discussion in subsection-a above.

- e) *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

Less Than Significant: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
20. WILDFIRE – <i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</i>				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby, expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

- a) *Substantially impair an adopted emergency response plan or emergency evacuation plan?*

Less Than Significant: Pursuant to the California Fire Hazard Severity Zone Viewer maintained by the State of California, the project site is located within a state responsibility area (SRA). However, there are no new land uses nor any physical development proposed as part of the project that would be at risk. Furthermore, the range and intensity of land uses permitted at the site under the proposed P-1 district would be less than those allowed within the A-2 zoning district. Based on the above, the potential for the project impairing an emergency plan or otherwise increasing the risk for wildfires is less than significant.

- b) *Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby, expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

Less Than Significant: Please refer to the discussion in subsection-a above.

- c) *Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment??*

- d) *Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

Less Than Significant: Please refer to the discussion in subsection-a above.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
21. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant: As explained throughout this Initial Study, implementation of the proposed project would not result in serious degradation of the quality of the environment because no physical changes to the site are proposed and the range and intensity of land uses that could be established under the proposed P-1 zoning are less than that of the uses that could be established under the existing A-2 agricultural zoning for those portions of the site. Based on the evidence in the record, the County finds that the project has a less than significant potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Less Than Significant: No cumulative environmental impacts would result from implementation of the proposed project. No physical development or other changes to the site are proposed, and because of the reduced range and intensity of uses that could be established under the proposed P-1 agricultural zoning, the potential impacts from land uses that may be established at the site in the future are reduced. Rezoning properties for increased consistency with the General Plan and to eliminate dual zoning across parcels is not uncommon. Furthermore, reconfiguring the subject parcels via a lot line adjustment will primarily benefit the site by allowing for improved access and developability. There is no evidence in the record suggesting that cumulatively considerable environmental effects would result from approval of the proposed rezoning and lot line adjustment project elements.

- c) *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant: As explained throughout this Initial Study, the proposed project would result in very few potential impacts, and all of the impacts that were identified would be less than significant. Nothing in the record indicates that project has the potential to cause substantial adverse effects on humans, either directly or indirectly.

REFERENCES

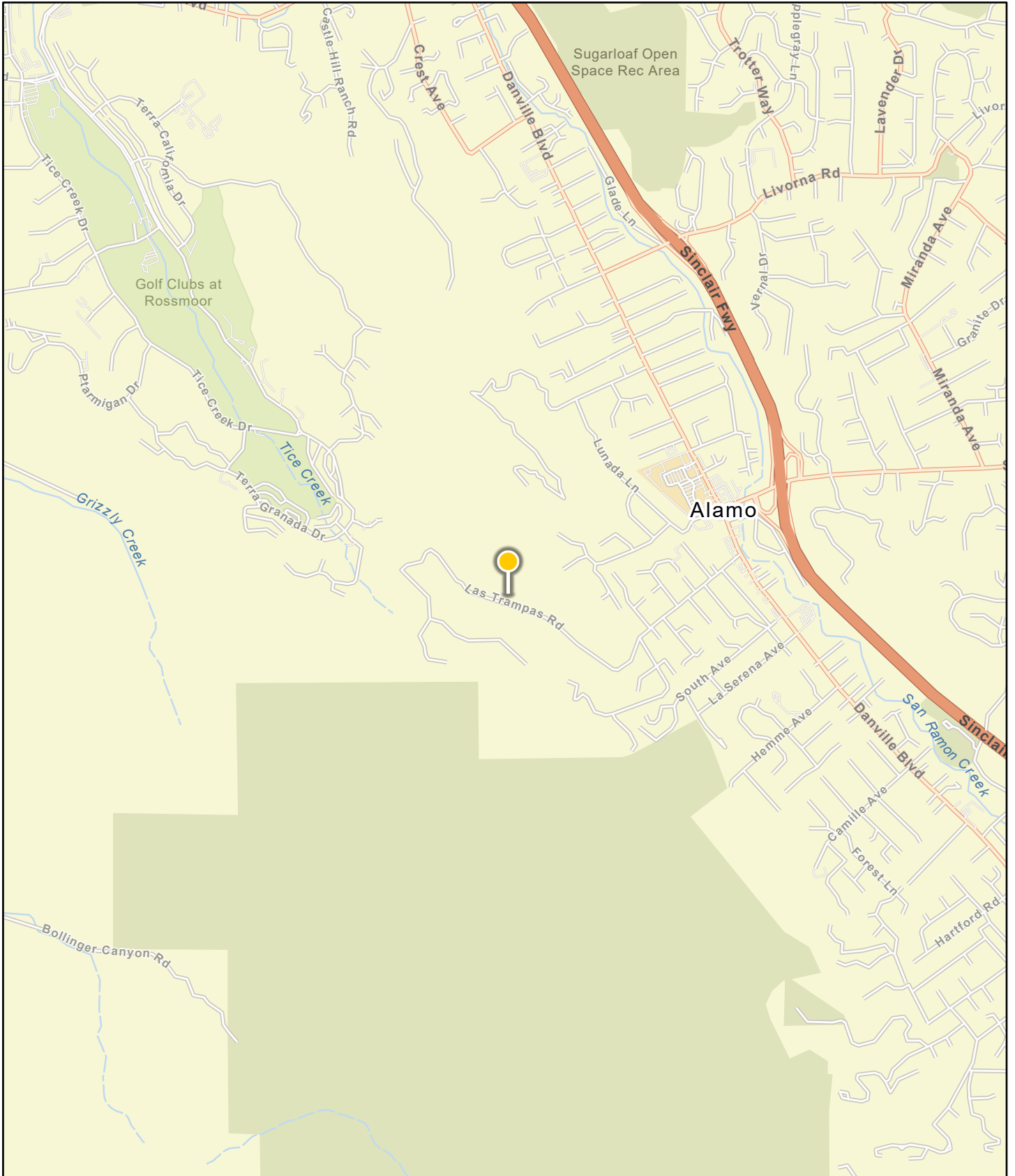
In the process of preparing the Initial Study Checklist and conduction of the evaluation, the following references (which are available for review at the Contra Costa County Department of Conservation and Development, 30 Muir Rd., Martinez, CA 94553) were consulted:

1. Project Application and Plans
2. Contra Costa County Geographic Information System Layers
3. Contra Costa County Zoning Ordinance (Title-8)
4. Contra Costa County General Plan
5. California Important Farmland Finder (Webpage)
<https://gis.data.ca.gov/datasets/8ab78d6c403b402786cc231941d1b929>
6. Contra Costa County Airport Land Use Compatibility Plan (12/13/2000)
7. California Environmental Quality Act Guidelines
8. East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan
9. BAAQMD CEQA Guidelines (5/2017)
10. California Department of Toxic Substance Control Envirostor Webpage
<https://www.envirostor.dtsc.ca.gov/public/>
11. California Fire Hazard Severity Zone Viewer
<https://gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414>
12. Email of Wilton Rancheria (2/11/2021)
13. Letter of California Historical Resources Information System (CHRIS, 8/17/2007)

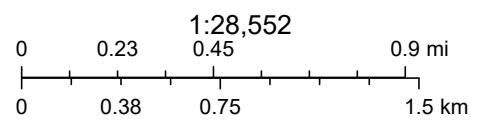
ATTACHMENTS

- 1. Vicinity Map**
- 2. Project Plans**

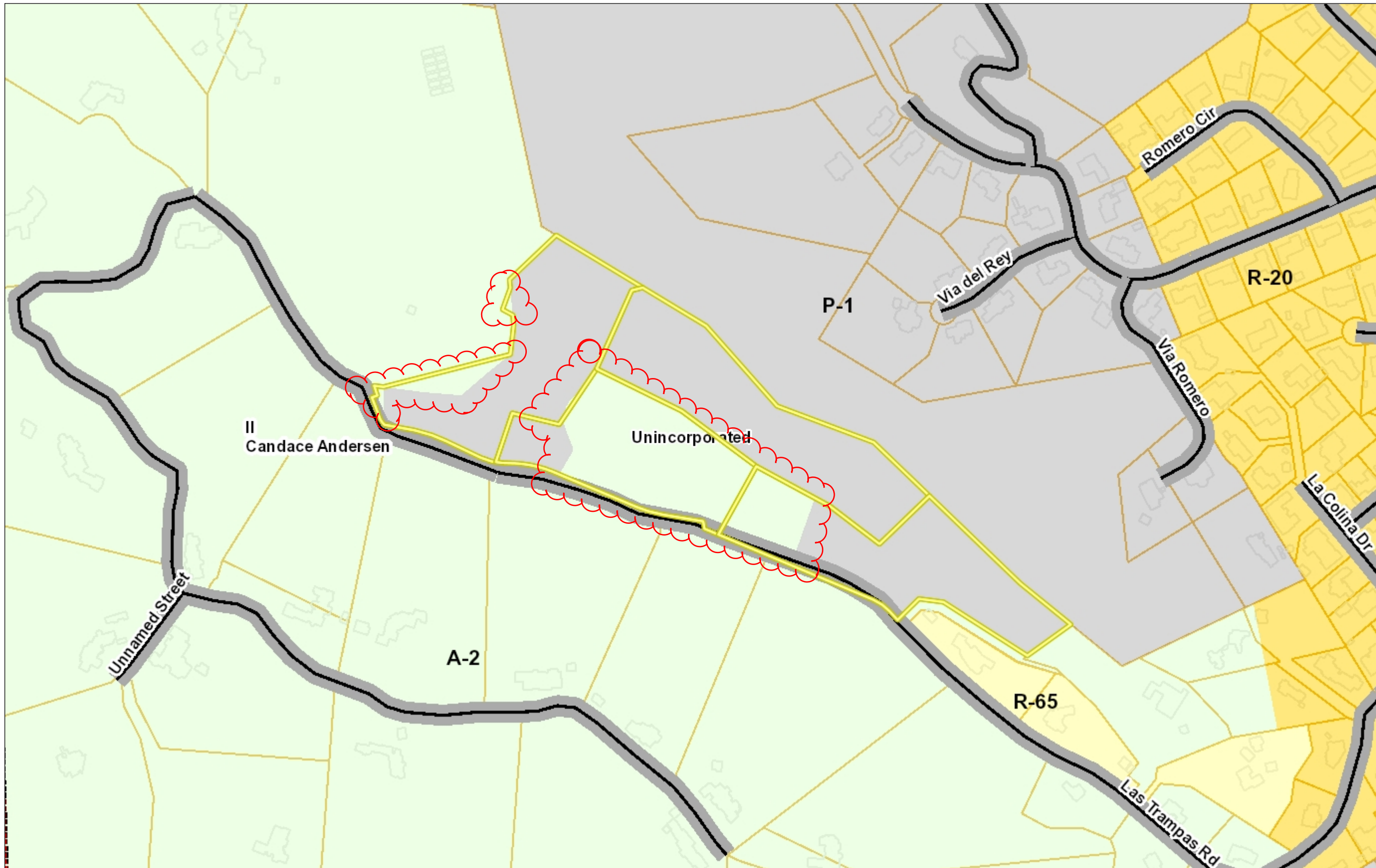
Project Vicinity



February 24, 2021



Areas to be Rezoned from A-2 to P-1



Legend

- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- Streets
- Zoning**
- R-6 (Single Family Residential)
- R-6 -FH (Single Family Residential Combining District)
- R-6, -FH -UE (Single Family Resid Urban Farm Animal Exclusion Com
- R-6 -SD-1 (Single Family Resident Hillside Development Combining Di
- R-6 -TOV -K (Single Family Reside View Ordinance and Kensington Cc
- R-6, -UE (Single Family Residential Exclusion Combining District)
- R-6 -X (Single Family Residential - Combining District)
- R-7 (Single Family Residential)
- R-7 -X (Single Family Residential - Combining District)
- R-10 (Single Family Residential)
- R-10, -UE (Single Family Residenti Exclusion Combining District)
- R-12 (Single Family Residential)
- R-15 (Single Family Residential)
- R-20 (Single Family Residential)
- R-20, -UE (Single Family Residenti Exclusion Combining District)
- R-40 (Single Family Residential)
- R-40 -FH (Single Family Residenti Combining District)
- R-40, -FH -UE (Single Family Resic Urban Farm Animal Exclusion Com
- R-40, -UE (Single Family Residenti Exclusion Combining District)
- R-65 (Single Family Residential)
- R-100 (Single Family Residential)
- D-1 (Two Family Residential)
- D-1 -T (Two Family Residential - Tr District)
- D-1, -UE (Planned Unit - Urban Far Combining District)
- M-12 (Multiple Family Residential)
- M-12 -FH (Multiple Family Resident Combining District)
- M-17 (Multiple Family Residential)

1:4,514



0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

Staff Study

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Contra Costa County -DOIT GIS

DEVELOPMENT PLAN MODIFICATION and LOT LINE ADJUSTMENT EXHIBIT

JUNE 2020

SCALE: 1" = 100'

PARCEL "A"
 A.P.N. 198-220-051

DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "B"
 A.P.N. 198-220-052

DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "C"
 A.P.N. 198-220-053

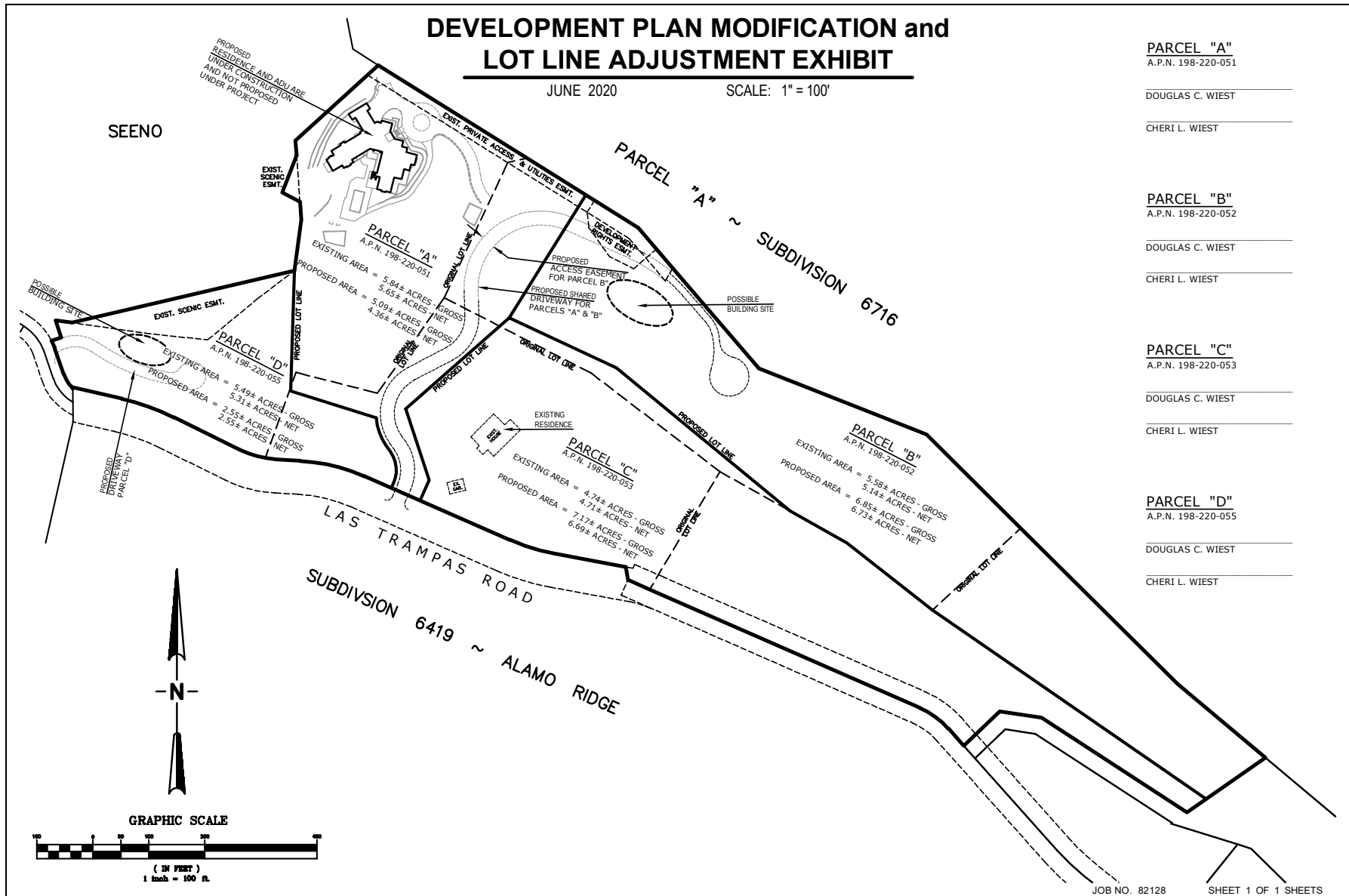
DOUGLAS C. WIEST

CHERI L. WIEST

PARCEL "D"
 A.P.N. 198-220-055

DOUGLAS C. WIEST

CHERI L. WIEST



PowerPoint Presentation

1900 Las Trampas Rezoning and Reconfiguration

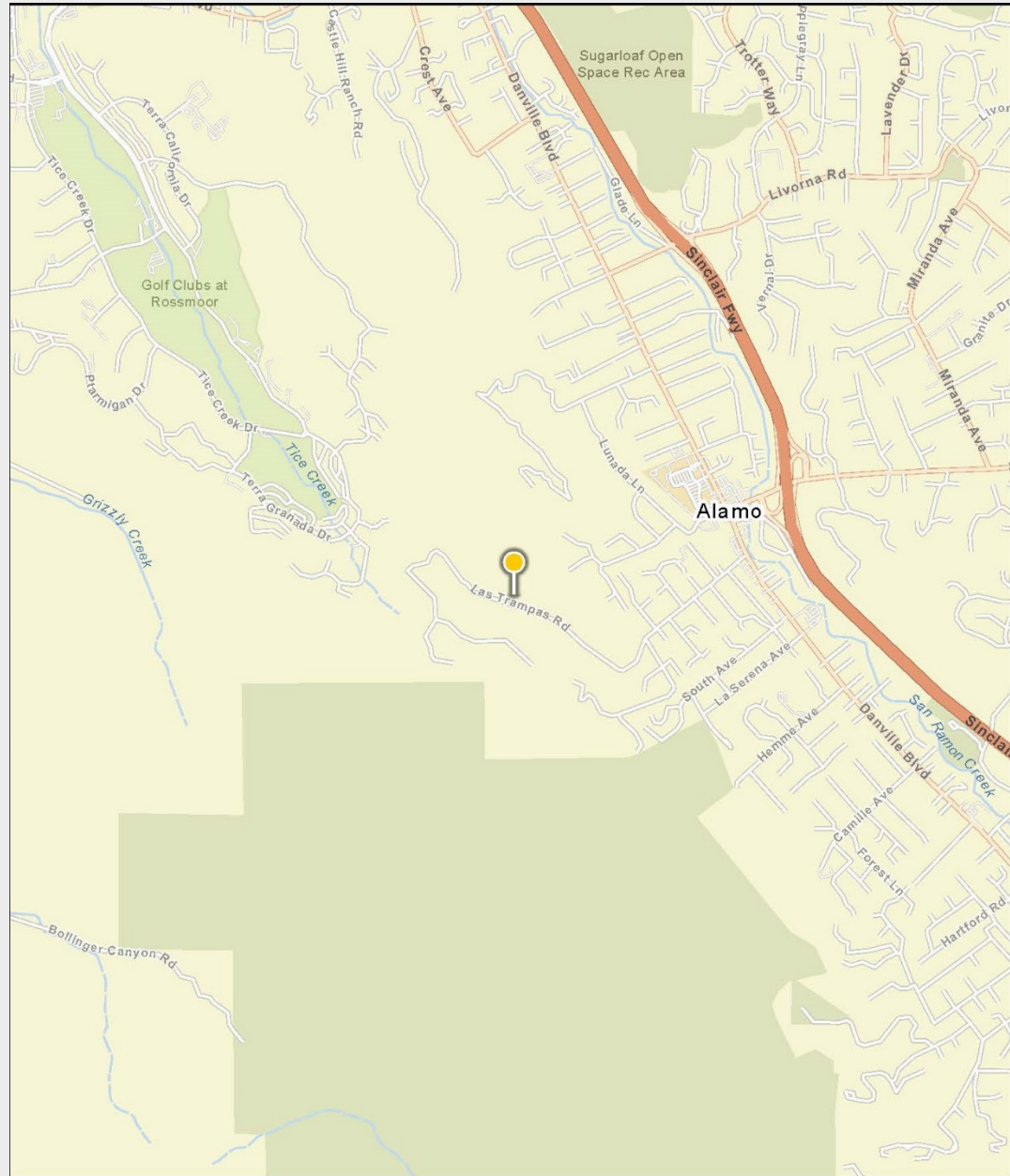
1

County Files: #CDRZ15-03230 and #CDDP20-03022

COUNTY BOARD OF SUPERVISORS

NOVEMBER 16, 2021

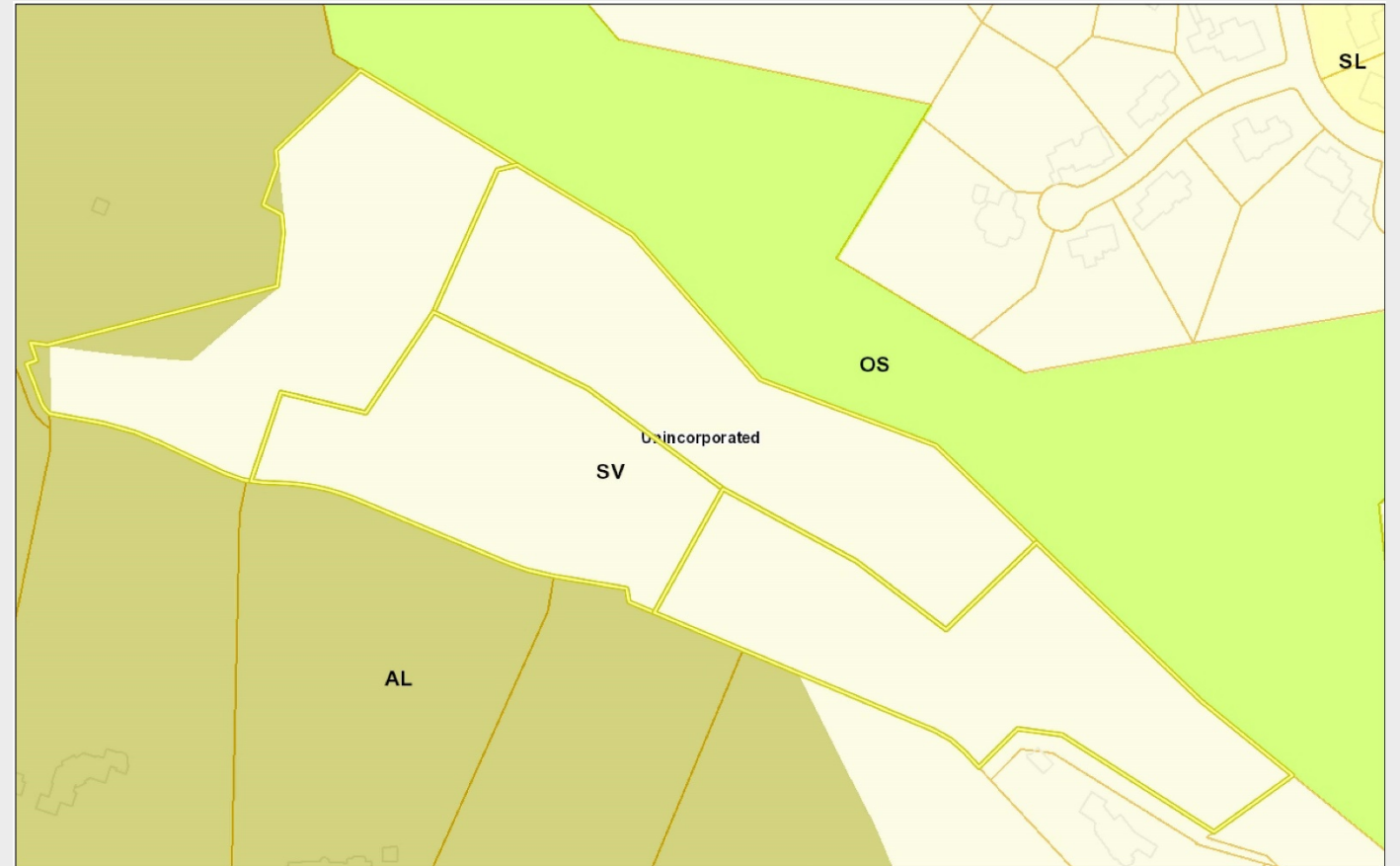
Project Vicinity



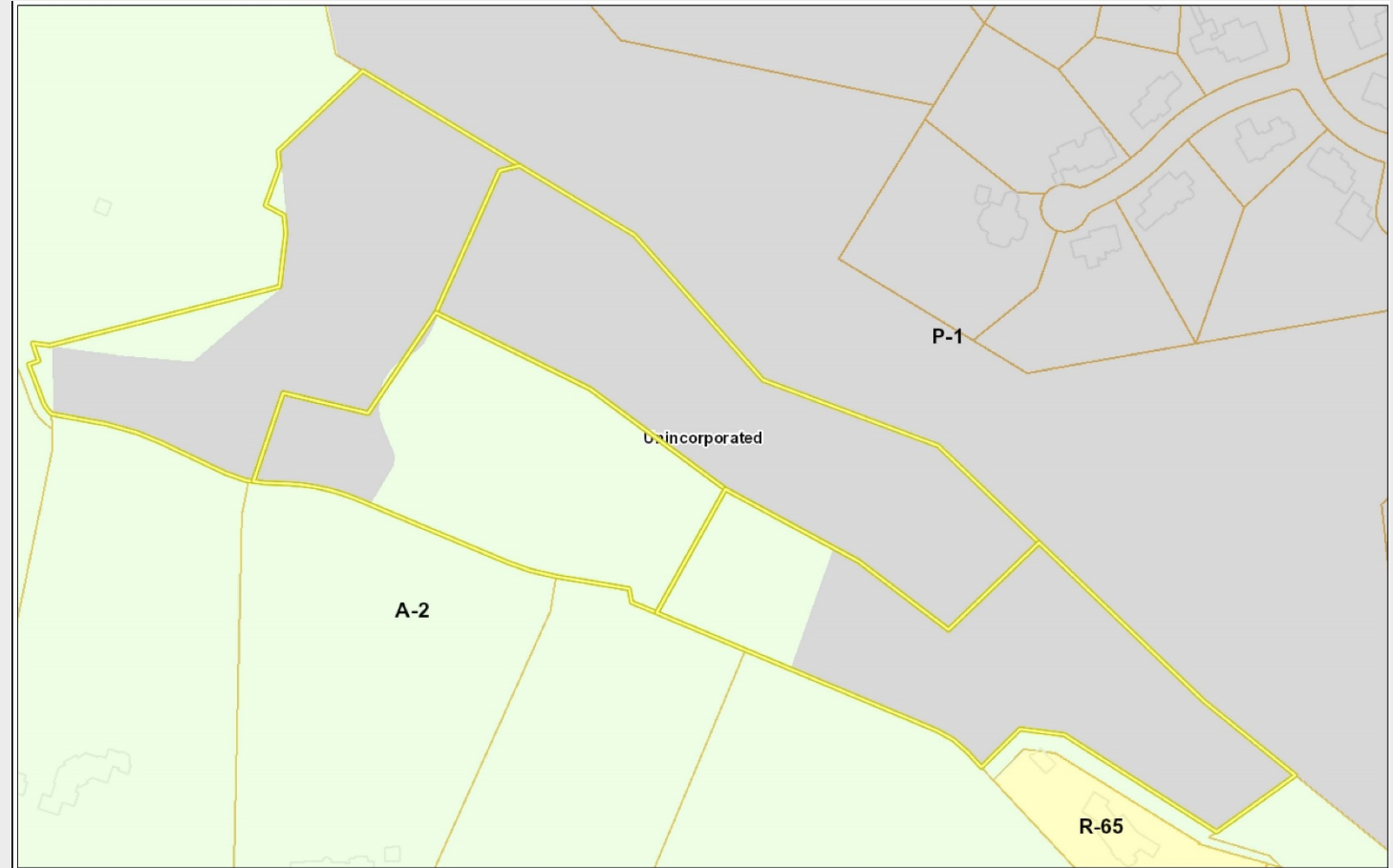
Aerial Photo



Current General Plan Configuration

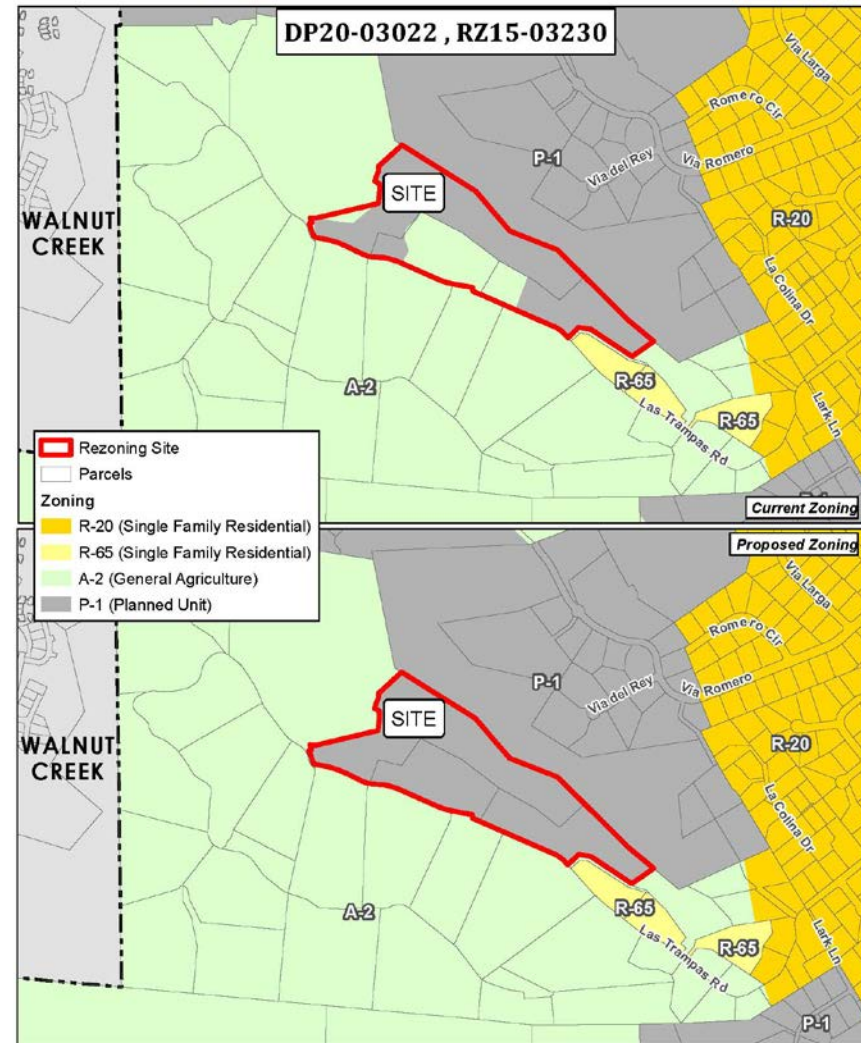


Current Zoning Configuration



Rezoning Project Element

- ▶ Rezone portions of the project site from a General Agricultural (A-2) district to a Planned Unit (P-1) district.



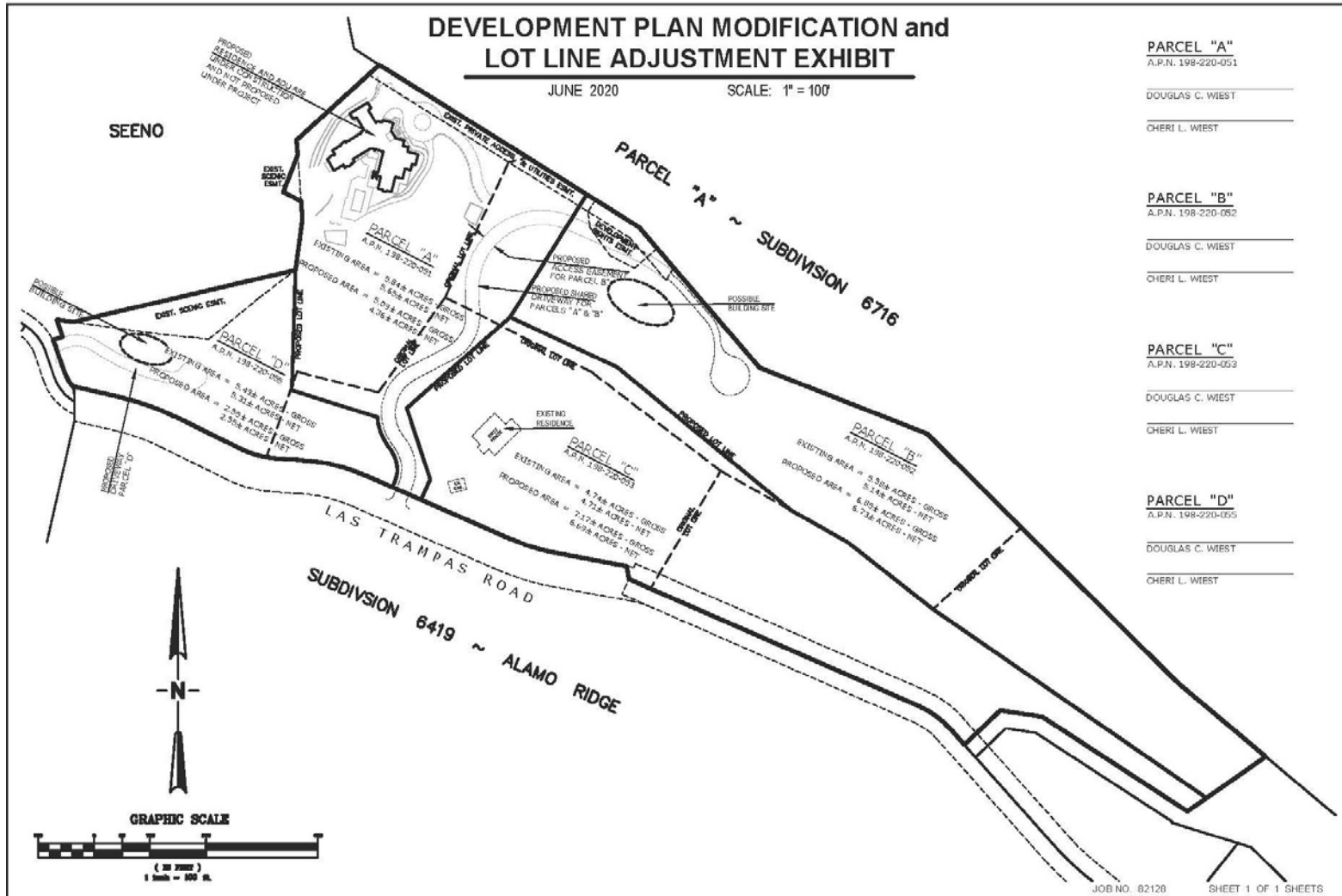
Map Created 05/15/2021
by Contra Costa County Department of
Coronavirus and Development, 525 Lincoln
30 Main Road, Martinez, CA 94553
37.59 41.7514 122.07 30.7564

This map was created by the Contra Costa County Department of Conservation and
Development with data from the Contra Costa County GIS Program. Some
base data, primarily City Limits, is derived from the CA State Board of Education's
fire service. While we intend to use this data the County assumes no responsibility for
its accuracy. This map contains copyrighted information and may be altered. Any use
reproduced in the current state if the source is cited. Users of this map agree to read and
accept the County of Contra Costa disclaimer of liability for geographic information.

Parcel Reconfiguration Element

► Reconfiguration of four parcels via a separate lot line adjustment entitlement (#CDLL15-00027) to allow for improved access and development potential.

► There will be no net gain or loss in acreage of the overall project site, only a transfer of acreage between the four subject parcels that are under common ownership.



Project Benefits

- ▶ Eliminate inconsistencies between General Plan designation and zoning
- ▶ Eliminate split (dual) zoning occurrences on parcels
- ▶ Improved access and development areas
- ▶ One cohesive set of development guidelines that:
 - ▶ account for the unique and sensitive nature of surrounding area
 - ▶ correspond with the quantity and configuration of the subject parcels
 - ▶ can be implemented across the entirety of the project site to ensure compatible development

QUESTIONS



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: Side Letter to amend MOU with DSA - Probation and Probation Supervisors Units, to amend Section 18.1 - Certification Rule

RECOMMENDATION(S):

ADOPT Resolution No. 2021/ 383 approving a Side Letter between Contra Costa County and the Deputy Sheriffs Association - Probation and Probation Supervisors Units, amending Subsection 18.1 - Certification Rule in the current Memorandum of Understanding (July 1, 2019 - June 30, 2023).

FISCAL IMPACT:

This is an administrative change with no fiscal impact.

BACKGROUND:

This Side Letter amends the Memorandum of Understanding (MOU) between the County and Deputy Sheriffs Association - Probation and Probation Supervisors Units (DSA) (July 1, 2019 - June 30, 2023) to modify Subsection 18.1 - Certification Rule, which will allow for the referral of the entire employment list in rank order (Personnel Management Regulation Section 711) for the classification of Juvenile Institution Officer I (7KWB).

The terms of this Side Letter will be incorporated into the next MOU between the County and DSA. Except as specifically amended or excluded by the Side Letter, all other terms and conditions of the MOU remain unchanged by the Side Letter.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Rebecca Cox,
925-655-2074

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the current certification process will continue for the Juvenile Institution Officer I classification.

ATTACHMENTS

Resolution 2021/383

DSA Side Letter 10-29-21

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 11/16/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/383

In the Matter of: The Side Letter Agreement between the County of Contra Costa and the Deputy Sheriffs' Association - Probation and Probation Supervisors Units, amending Subsection 18.1 of the Memorandum of Understanding (July 1, 2019 - June 30, 2023).

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES** THAT:

Effective November 16, 2021, the attached Side Letter of Agreement dated October 29, 2021, between the County of Contra Costa and the Deputy Sheriffs' Association - Probation and Probation Supervisors Units, be **ADOPTED**.

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Rebecca Cox, 925-655-2074

By: , Deputy

cc:

**SIDE LETTER AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND
DEPUTY SHERIFF'S ASSOCIATION PROBATION AND PROBATION
SUPERVISOR'S UNIT**

This Side Letter is by and between the County of Contra Costa ("County") and the Deputy Sheriffs Association ("DSA") on behalf of its Probation and Probation Supervisor's Unit and is effective following approval by the Board of Supervisors.

Pursuant to the terms of this Side Letter, the County and DSA agree to amend Section 18 – Certification Rule/Probationary Period of the Memorandum of Understanding ("MOU") between the County and the DSA (July 1, 2019 – June 30, 2023). The amendments to the MOU are as follows:

SECTION 18 – CERTIFICATION RULE/PROBATIONARY PERIOD

18.1 Certification Rule
(New Subsection Added)

- A. Pursuant to Personnel Management Regulations (PMR) Sections 605.3(c) and 711, the rule of the list may be used for the entry-level classification of Juvenile Institution Officer I (Class Code 7KWB). On each request from personnel from an open employment list for the classification of Juvenile Institution Officer I (Class Code 7KWB), all names shall be certified. The appointing authority must, before selection, contact the eligible candidates and interview all interested eligible candidates above the rank of the person selected for appointment.
- B. Pursuant to Personnel Management Regulations (PMR) Sections 605.3(d), 605.4, and 719, band lists may be used for the entry-level classes of Deputy Probation Officer I (Class Code 7AWA) ~~and Juvenile Institution Officer I (Class Code 7KWB)~~. Under the band list certification process, the names of candidates who have qualified on the examination are placed into one, two or three groups designated as Bands A, B and C. All names within each band shall be considered equally qualified and there shall be no additional ranking within the bands. The number of eligible candidates certified from the eligible list established as a result of an open competitive examination shall:
- A1. Include all of the names in Band A; and
 - B2. If there are fewer than nine (9) names available in Band A, then all of the names in Band B shall be certified along with the names in Band A; and
 - C3. If there are fewer names in Band A than the number of vacancies to be filled, then all of the names in Band B shall be certified along with the names in Band A; and
 - D4. If there are fewer than nine (9) names available in Band A and Band B combined, then all of the names in Band C shall be certified along with the names in Band A and Band B; and
 - E5. If there are fewer names in Band A and Band B combined than the number

of vacancies to be filled, then all of the names in Band C shall be certified along with the names in Band A and Band B.

(All other portions of Section 18 remain unchanged).

This Side Letter will remain in effect for the term of the current MOU between the County DSA (July 1, 2019 – June 30, 2023). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and DSA remain unchanged by this Side Letter.

Date: 10-29-21

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox
_____/_____
_____/_____
_____/_____
_____/_____

Deputy Sheriffs Association (Probation Unit & Probation Supervisors Unit):
(Signature / Printed Name)

James M. Bickert / JIM BICKERT
_____/_____
_____/_____
_____/_____
_____/_____



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: Measure X Sales Tax Revenue Allocation Discussion, Recommendation, and Direction

RECOMMENDATION(S):

1. Acknowledge the important work of the Measure X Community Advisory Board, which followed a principled, rigorous, inclusive, and equitable process to develop funding recommendations.
2. Establish a Measure X sales tax reserve policy of 25% (\$26 million/ approximately).
3. Review Measure X sales tax projections.
4. Establish an on-going Measure X funding cycle of 3-5 years.
5. Adopt an expenditure plan for one-time, first year through June 30, 2023, and on-going allocations.
6. Establish Department 0013 in the Finance System to track receipt and disbursement of Measure X general purpose revenues,
7. Adopt attached appropriations adjustments, and
8. Direct staff on next steps.

FISCAL IMPACT:

The recommendations included in this report have the following impact: a one-time cost of \$128.39 million, an April 1, 2022 through June 30, 2023 cost of \$76.731 million, and an on-going future fiscal years cost of \$106.266 million. All of these recommendations will be funded with sales tax revenues generated through Measure X, which are general purpose revenues.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Lisa Driscoll, County Finance
Director (925) 655-2047

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: All County Departments (via CAO)

BACKGROUND:

See attached background.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in providing services to the Contra Costa County community.

ATTACHMENTS

Background of Board Order (text)

A - HdL Sales Tax 3 Year Transactions and Use Tax Estimates

B.1 - Contra Costa Regional Medical Center & Health Centers Capital Projects

B.2 - A3 Community Crisis Initiative

B.3 - EPSDT Leverage Fund for Children's Mental Health Services

B.4 - San Ramon Valley FPD Behavioral Health Crisis Response Pilot Program

B.5 - Innovation Fund (Pilots and Innovative Projects)

B.6 - Racial Equity and Social Justice

B.7 - Arts and Culture Programs

B.8 - Language Access Equity for Measure X Meetings

B.9 - Measure X Needs Assessment Report Writer

B.10 - Contra Costa Regional Medical Center

B.11 - Local Housing Trust Fund (Including Funding for Homeless Housing Services)

B.12 - Permanent Supportive Housing (Net of Match)

B.13 - Contra Costa CARES – Expanded Comprehensive Healthcare for Uninsured

B.14 County Youth Centers - East and Central County

B.15 - Accessible Transportation Strategic Plan Implementation

B.16- Master Plan for Aging - Local Community Based Aging Services

B.17 - Fire Services

B.18 - Unincorporated Patrol – Decreased Response Times

B.19 - Body-worn Camera and In-Car Cameras – Sworn Staff

B.20 - Climate Sustainability – Sustainability Trust Public Works Projects

B.21 - Climate Equity and Resilience Investment in Conservation and Development

B.22 - Community Based Restorative Justice

B.23 - Illegal Dumping Initiative

B.24 - Sales Tax Consulting Administrative Expenses

C - Appropriation Adjustments

D - Additional Program Information

E - Measure X Community Advisory Board Report - October 12, 2021

Measure X Funding Recommendations - PowerPoint Presentation

Measure X Sales Tax Revenue Allocation Discussion, Recommendations, and Direction **November 16, 2023**

Background

On November 3, 2020, voters in Contra Costa County approved Measure X, a Countywide, 20-year, half-cent sales tax. The ballot measure language stated the intent of Measure X as “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”

The Measure X Community Advisory Board was established on February 2, 2021, to advise the Board of Supervisors on the use of Measure X funds. The Advisory Board consists of 17 members, comprising 10 Supervisorial District appointees (2 per Supervisorial District) and 7 At-Large members.

The Advisory Board began meeting on April 13, 2021 and spent countless hours in 25 meetings receiving and reviewing information regarding unmet community needs, hearing from and listening to a multitude of organizations and individuals, and considering and developing processes to develop funding recommendations that aligned with their Vision Statement and conformed to their Operating Principles.

This prioritization process was very challenging, given the breadth and depth of needs in the community and the relatively limited amount of Measure X funding available. The Advisory Board received funding requests totaling over \$350 million and recognized that there are many additional community needs that were not formally brought to their attention. The Advisory Board also noted that many worthy strategies and programs presented to the Advisory Board which are important did not rank at the top.

On October 12, 2021, the Measure X Community Advisory Board presented their report to the Board of Supervisors to summarize the work of the Advisory Board over the previous six months (Attached). The Advisory Board specifically recognized that the need for a strong hospital and clinic system was a key element in the Measure X ballot measure language. The Contra Costa Regional Medical Center and Health Centers (and related clinics) provide critical services to the most vulnerable members of our community, and it is imperative that they remain financially viable. As noted in the Operating Principles of the Advisory Board, “Sustaining a strong social safety net is important for the health and prosperity of all.” In addition, the “Healthy Communities,” goal specifies: “We strive to be a community in which all residents have access to affordable, timely, culturally-responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which has become more urgent as we address the ravages of the pandemic.”

After consideration of the Measure X Community Advisory Board report and public comment, utilizing the priority list developed by the Advisory Board, the Board of Supervisors discussed their preliminary funding priorities at their October 12, 2021, meeting and requested additional

information from staff. Following the Board meeting, staff met with individual Board members to provide information and respond to questions and to review individual Supervisor’s priorities. County Administrator staff then asked County departments to develop project proposals aligned with these priorities. These projects were presented during Measure X Community Advisory Board meetings and are enhanced with greater detail as part of Attachment B’s. Using those proposals, CAO staff prepared an expenditure plan for Measure X revenue.

Reserve Recommendation

Due to the seasonal fluctuation of sales tax revenues, an adequate fund balance is essential to mitigating adverse impacts to on-going programs from short-term or long-term reductions in revenue. Therefore, it is recommended that a Measure X reserve be established.

The Community Corrections Partnership (CCP) provides a model for establishing a reserve. The CCP is responsible for the development of the County’s AB 109 Plan that advises the Board of Supervisors on specific programming needed to implement the provisions of the 2011 Public Safety Realignment legislation. Historically, the CCP has aimed to have an ongoing budget that was fully funded by the Community Corrections base annual revenue. To ensure that sufficient fund balance reserves are maintained, the CCP established a fund balance reserve policy to maintain a minimum fund balance equal to 50% of the ongoing Community Corrections budget.

Balancing strong financial policy with community needs, it is recommended that a funding reserve of 25% be established for Measure X. A reserve of approximately \$26 million will support three months of on-going operations should sales tax revenues decline drastically.

Revenue and Allocation Projections

The County uses a sales tax consultant for these revenue projections. Revenue growth projections vary by industry group. Approximately 3% growth is included in these projections. The latest net revenue projections (Attachment A) and anticipated availability of funding is summarized below:

	Net Revenues	Available for Board Action
FY 2020-21 Actual Revenues	\$27,471,000	
FY 2021-2022 Projected Revenues	\$104,000,000	
FY 2022-2023 Projected Revenues	\$107,000,000	
Total	\$238,471,000	
Reserved Monies	\$26,000,000	
One-Time Allocation Available	\$105,471,000	\$212,471,000
Initial On-Going Allocation	\$107,000,000	
Total	\$238,471,000	

On-going Allocations

The Measure X Advisory Board identified on-going needs in the community, which require on-going revenues for a specified period. In order to provide sufficient time to establish programs that will positively impact the community and produce measurable outcomes, it is recommended that on-going funding be allocated for an initial three-to-five-year period. Due to timing of these recommendations (mid-November) and normal timing associated with starting new/expanded programs including planning, hiring and purchasing, it is further recommended that the initial on-going funding cycle be April 1, 2022 through June 30, 2023. Future cycles will be included in the County's annual budget and will be based upon the County's fiscal year of July 1 through June 30.

Expenditure Plan

The expenditure plan included in this report includes one-time allocations (available for distribution immediately), first cycle funding allocations of fifteen months (available April 1, 2022 through June 30, 2023), and future year on-going allocations. The table below summarizes the expenditure plan. Each recommendation is also referenced by an attachment number (B.1 through B.31) which correlates to an attached 'host' department proposal. Individual County departments were identified to act as the host department for programs. Thirty-one program areas identified by the Measure X Community Advisory Board are recommended for funding at this time.

It is anticipated that County departments will contract with community based organizations to provide some of these services. Under Contra Costa County Administrative Bulletin 613, competitive bidding is required for County contracts with community-based organizations for health and human services funded by new, dedicated funding streams. The Board can waive this competitive bidding process for these contracts if they are funded by general purpose Measure X funds, as long as no state or federal grant funds are used in these contracts. If the County supplements Measure X funding with state or federal grant funds to fund a contract with a CBO, the terms of the grant award would have to be reviewed to determine whether competitive bidding was a condition of receiving the grant.

The County Administrator is recommending that departments be given additional consideration when requests are made for approval of RFP waiver for the first funding year.

The programs included in the expenditure plan identified below are categorized by the five goals of the Measure X Community Advisory Board. As noted by the Advisory Board, many programs fall into multiple goal areas (we've identified the main area).

- Goal #1: Mental Well-Being: We strive to be a community that supports the mental and behavioral health and well-being of all residents through prevention, crisis response services, intersectional supports, and innovative cross-sector approaches.
- Goal #2: Equity in Action: We strive to be a community that prioritizes equity and removes structural barriers that cause inequities and poverty, so that all residents can thrive.

- **Goal #3: Healthy Communities:** We strive to be a community in which all residents have access to affordable, timely, culturally-responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which have become more urgent as we address the ravages of the pandemic.
- **Goal #4: Intergenerational Thriving:** We strive to be a community that intentionally strengthens and provides support for all residents and for family members of all generations, including children, youth, and older adults.
- **Goal #5: Welcoming & Safe Community:** We strive to be a community where all residents feel safe and welcome and receive emergency help when they need it.

The attachments identified in the table below (B.1 through B.24) include program narrative details.

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024	Attachment
Goal #1: Mental Well Being:					
CCRMC Psychiatric Emergency Services - 3,000 square feet Expansion	\$ 5,000,000		\$ 5,000,000		B.1
A3 Contra Costa Community Crisis Initiative	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 20,000,000	B.2
EPSDT Leverage Fund for Children’s Mental Health Services	\$ 3,250,000		\$ 3,250,000		B.3
San Ramon Valley FPD Behavioral Health Crisis Response Pilot Program	\$ 740,200		\$ 740,200		B.4
Goal #2: Equity in Action:					
Innovation Fund (Pilots and Innovative Projects)	\$ 2,000,000		\$ 2,000,000		B.5
Racial Equity and Social Justice	\$ -	\$ 600,000	\$ 600,000	\$ 1,200,000	B.6
Arts and Culture Programs	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	B.7
Language Access Equity for Measure X Meetings	\$ 50,000	\$ 25,000	\$ 75,000	\$ 25,000	B.8
Measure X Needs Assessment Report Writer	\$ 20,000		\$ 20,000		B.9
Goal #3: Healthy Communities:					
Contra Costa Regional Medical Center		\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	B.10
CCRMC Medical Clinic and Office Complex - 40,000 square feet Expansion	\$ 30,000,000		\$ 30,000,000		B.1
New Public Health Lab - 15,000 square feet	\$ 25,000,000		\$ 25,000,000		B.1
CCRMC Parking Structure - 325 spaces	\$ 15,000,000		\$ 15,000,000		B.1
CCRMC Interventional Radiology - 5,000 square feet Suite	\$ 5,000,000		\$ 5,000,000		B.1
Local Housing Trust Fund (Including Funding for Homeless Housing/Services)		\$ 10,000,000	\$ 10,000,000	\$ 12,000,000	B.11
Permanent Supportive Housing (Net of Match)	\$ 5,200,000		\$ 5,200,000		B.12
Contra Costa CARES - Expanded/Comprehensive Healthcare for Uninsured	\$ -	\$ -	\$ -	\$ 750,000	B.13
Goal #4: Intergenerational Thriving:					
County Youth Centers - East and Central County	\$ 10,000,000	\$ 1,750,000	\$ 11,750,000	\$ 3,500,000	B.14
Accessible Transportation Strategic Plan Implementation	\$ -	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	B.15
Master Plan for Aging/Local Community Based Aging Services	\$ 250,000	\$ 1,000,000	\$ 1,250,000	\$ 2,000,000	B.16
Goal #5: Welcoming & Safe Community:					
East County Fire – Build/Reopen and Staff Fire Stations (via annexation)	\$ 17,200,000		\$ 17,200,000	\$ 3,500,000	B.17
Contra Costa County Fire - Build/Reopen and Staff Fire Stations	\$ 1,600,000	\$ 3,500,000	\$ 5,100,000	\$ 3,500,000	B.17
Fire/Wildland Mitigation/Fuel Reduction	\$ -	\$ 4,500,000	\$ 4,500,000	\$ 4,500,000	B.17
Pinole Fire – Increase Service (via contract or annexation)		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	B.17
Unincorporated Patrol - Decreased Response Times	\$ 360,000	\$ 6,000,000	\$ 6,360,000	\$ 6,000,000	B.18
Body Worn and In-Car Cameras - Sworn Staff	\$ 720,000	\$ 1,841,000	\$ 2,561,000	\$ 1,841,000	B.19
Climate Sustainability-Sustainability Trust Public Works Projects	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	B.20
Climate Equity and Resilience Investment in Conservation and Development		\$ 500,000	\$ 500,000	\$ 500,000	B.21
Community Based Restorative Justice	\$ 2,000,000		\$ 2,000,000		B.22
Illegal Dumping Initiative		\$ 600,000	\$ 600,000	\$ 600,000	B.23
Sales Tax Consulting Administrative Expense	\$ -	\$ 265,000	\$ 265,000	\$ 200,000	B.24
Totals	\$ 128,390,200	\$ 76,731,000	\$ 205,121,200	\$ 106,266,000	

Measure X Tracking and Appropriation Adjustment

Within the General Fund (100300), establish department 0013 in the Finance System in the County Administrator's Agency (03) to track receipt and disbursement of Measure X general purpose revenues.

Based upon the County Administrator's expenditure plan, the attached appropriation adjustments (Attachment D) allocate monies to County host agencies for programming and distribution through June 30, 2023. The appropriations total \$204.456 million (one-time funds of \$128.390 million, and on-going funds of \$76.066 million). Note that \$665,000 in Measure X funding is already included in fiscal year 2021/22 appropriations.

<u>Host Agency</u>	<u>Funding</u>
Health Services	\$ 133,450,000
Contra Costa County Fire Protection District	\$ 26,800,000
Employment & Human Services	\$ 13,000,000
Department of Conservation & Development	\$ 12,500,000
Sheriff-Coroner	\$ 8,921,000
County Administration	\$ 5,285,200
Public Works	\$ 2,500,000
Probation	\$ 2,000,000
	<hr/>
	\$ 204,456,200

On-going appropriations for these recommendations total \$106.266 million, beginning July 1, 2023.

Other Considerations/Next Steps

The County Administrator's expenditure plan includes a total allocation of \$205.121 million of the \$212.471 million available through June 30, 2023. The annualized cost, non-one-time costs, of these allocations is \$106.266 million. Based upon a projected on-going revenue of \$107.0 million for fiscal year 2022-2023, \$734,000 is available for an on-going allocation (\$107.0 million minus \$106.266 million) and \$6.616 million is available for one-time allocation (\$7.35 million minus \$734,000). Staff requests that the Board provide additional direction regarding these remaining funds in a future meeting. As detailed above, a total of \$7.350 million remains available for allocation.

Individual Board members requested follow-up information on the following six programs: Animal Services' dead animal pick-up, Childcare, Childhood Mental Health, Children with Disabilities, the Northern Waterfront Initiative, and Victim Assistance to Crime Victims. In the current funding cycle, Measure X for these programs (all on-going) is not feasible due to insufficient funding after addressing other MXCAB and Board of Supervisors' priorities. In consideration of the interest shared within the MXCAB membership and Board discussion, these proposals are included for informational purposes in Attachment D, should future allocation opportunities arise.

An annual report to the Board of Supervisors on the outcomes and impact of allocated Measure X funds is a responsibility of the Measure X Community Advisory Board. Staff will work with the Advisory Board and department staff to develop measurable performance outcomes and provide the required annual report. It is anticipated an oversight report from the MXCAB would come to the Board after a twelve-month period.

HdL CONTRA COSTA COUNTY MEASURE X

3 YEAR TRANSACTIONS AND USE TAX BUDGET ESTIMATE

Industry Group	FY 2020-21	FY 2021-22		FY 2022-23		FY 2023-24	
	Actuals	Projection	%	Projection	%	Projection	%
Autos & Transportation	5,523,997	20,563,997	272%	21,230,997	3.2%	21,867,997	3.0%
Building & Construction	3,085,608	12,143,608	294%	12,219,608	0.6%	12,463,608	2.0%
Business & Industry	4,388,799	14,683,799	235%	15,124,799	3.0%	15,578,799	3.0%
Food & Drugs	1,582,790	6,440,790	307%	6,569,790	2.0%	6,700,790	2.0%
Fuel & Service Stations	2,003,009	6,875,009	243%	7,058,009	2.7%	7,199,009	2.0%
General Consumer Goods	8,149,704	34,130,704	319%	35,418,704	3.8%	36,481,704	3.0%
Restaurants & Hotels	2,690,935	9,010,935	235%	9,551,935	6.0%	9,885,935	3.5%
Transfers & Unidentified	301,132	1,245,132	313%	1,245,132	0.0%	1,245,132	0.0%
Total	27,725,974	105,093,974	279%	108,418,974	3.2%	111,422,974	2.8%
Administration Cost	(254,780)	(1,210,741)		(1,248,978)		(1,281,364)	
Total	27,471,194	103,883,233	278%	107,169,995	3.2%	110,141,609	2.8%
With Accrual	27,471,194	103,883,233	278%	107,169,995	3.2%	110,141,609	2.8%

*Estimate is on an accrual basis (allocations for sales through June)

Note: Forecast assumptions:

Budget estimates relied on HdL's September 2021 Consensus Forecast, various economic reports. Statewide, businesses remain open as COVID health crisis ebbs and flows; factors reflect ongoing pandemic dynamics on sales plus inflationary influence on prices of goods.

FY 21-22: Utilized CCTA results from 3q20 to 1q21 as baseline entries for forecasting 3q21 to 1q21.

Contra Costa Regional Medical Center & Health Centers Capital Projects: \$80,000,000 (One-time)

Contra Costa Regional Medical Center & Health Centers (CCRMC/HCs) is proposing construction of the following:

1. New Medical Clinic and Office Building Complex
2. New Parking Structure
3. New Interventional Radiology Suite
4. Expanded and Modernized Psychiatric Emergency Room (PES)
5. Public Health Lab

As the primary Medi-Cal hospital and clinic delivery system for Contra Costa County, the current facilities are inadequate in size and scope to accommodate CCRMC/HCs continued need to provide clinical and health services to our assigned patient population. Over the last 2 decades, after construction of the Martinez Medical Campus, CCRMC/HCs empaneled patient assignment has grown over 540% to well over 142,000 individuals. An additional 78,000 lives seek specialty services, care coordination services, and hospital services within CCRMC/HCs infrastructure.

1. CCRMC Medical Clinic and Office Complex – 40,000 square feet expansion

Currently Building One serves as the primary medical clinic for the Martinez campus while Miller Wellness Center is primarily a Behavioral Health oriented clinic site. Over the last 2 decades CCRMC/HCs has dedicated efforts to provide community standard clinical services on campus. Meeting the clinical demand of our current and future patients requires expansion of services in areas such as primary care, ophthalmology, dermatology, oncology, urology, maxillofacial services, orthopedics, oncology, cardiology and pulmonary. At present time our biggest constraint to expanding these services is the limited amount of physical space to provide direct patient care on the Martinez Campus.

The Contra Costa Regional Medical Center campus master plan developed in 2009 called for construction of 3 medical office buildings to meet the demands of patient growth and increasing clinical care. CCRMC/HCs has largely outgrown its space and requires more exam rooms and clinical office space to improve patient access and allow care teams to provide the high-quality care our patients deserve. With the new clinical spaces CCRMC/HCs will be able to support better diagnostic services, better social services, improved access to medical and surgical specialists, and improved access to primary care providers. Not only will this improve patient care and outcomes, it will also support our Medi-Cal Waiver and supplemental funding requirements. Additionally, recruitment of staff and providers is difficult due to the dearth of medical office space required to perform mandatory activities like care coordination, electronic medical record keeping, quality improvement and regulatory oversight. This space would become available in the medical office space expansion.

2. CCRMC Parking Structure – 325 spaces

The growth in patient volume has spotlighted the urgent need for additional parking for both patients and staff. The 2009 campus master plan called for additional parking construction which has not yet been completed. The resulting traffic and congestion have become a critical safety concern. Compounding the problem is the upcoming loss of 72 spaces currently being leased from the Teamsters effective 2022. At an annual cost of \$480,000, CCRMC is using valet service for patient and staff parking to capitalize on space around parking spaces that are ‘stacked’ in order to provide more parking.

However, due to space limitations, the valet doesn't meet our current demand. Additionally, due to the COVID-19 pandemic, many patients and staff do not feel comfortable using this service. Patients with physical disabilities, small children, and cognitive difficulties often miss appointments because they are unable to find convenient and safe parking. Families coming to see loved ones and newborns in hospital often are limited to after-hours visits due to parking limitations. We are proposing a new parking structure to enhance the patient care experience, improve safety and improve access for patients and staff.

3. CCRMC Interventional Radiology – 5,000 square feet suite

Modernization of certain hospital diagnostic and interventional procedures are required to provide safer procedural care in the hospital. Over the last 2 decades there has been a shift to small incision and non-surgical interventions to manage acute conditions with improved outcomes – it has become the standard of care. Diagnostic and therapeutic procedures that are commonly performed require our patient's transfer to surrounding hospitals with the associated delays in care due to coordination, transportation, and availability of services. Patients needing pain control, catheter or port placements, cancer medication infusions, abscess and infection drainage, and interventional diagnostics would benefit from these services being provided on demand at CCRMC.

4. CCRMC Psychiatric Emergency Services (PES) – 3,000 square feet expansion

The dormitory style PES unit does not provide the needed privacy and quiet environment psychiatric patients require for recovery and crisis stabilization. The dramatic increase in clinical census from 7800 patients to 10,500 patients annually over the last decade is driving the need for additional space and a different type of treatment environment. The COVID pandemic has raised awareness that a modern physical plant is needed to address the latest infection control practices. As the county's only psychiatric hold designated intake unit, overcrowding has increasingly created concerns about safety and timely access. Due to countywide increases in psychiatric morbidity and insufficient community resources a plan for expansion of the CCRMC PES unit has been proposed to reduce overcrowding and increase therapeutic space.

Benefits of the proposed project include improved staff and patient safety, improved patient access to clinical care, improved staff wellness, more equitable care services for our patient community, community standards of care, modernization of infrastructure and care practices, and improved ability to scale services in the coming years.

5. New Public Health Lab – 15,000 square feet

Contra Costa Health Services is proposing construction of a new \$25 million Public Health Laboratory to improve upon and expand existing clinical and public health diagnostic laboratory testing. Current facilities are inadequate to permit expansion for modernization as well as accommodate current and future laboratory emergency preparedness.

The Contra Costa Public Health Laboratory and Contra Costa Regional Medical Center (CCRMC) Clinical Laboratory currently occupy the same dedicated laboratory building. A new Public Health Laboratory will result in better diagnostic and testing availability for county residents and health care providers including CCRMC, John Muir, Kaiser Permanente, Sutter Health and many others in situations such as the COVID-19 pandemic, foodborne outbreaks like E.coli and salmonella, hazardous materials incidents and rabies testing of animals.

Both laboratories, while at space capacity, are unable to onboard new, modern diagnostic and disease detection technologies due to limited laboratory bench and floor space and exceeding electrical capacity within the facility. Additionally, some supplies are stored in open spaces due to the already crowded storage spaces. Relocating the public health laboratory to a contemporary structure facilitates upgrading to modern molecular technologies, workflows, and instrumentation that have been heavily relied upon during the COVID-19 pandemic, such as detection of COVID-19 and identification of variants and will ensure that these crucial public health services will continue to be available for residents and health providers across the whole county. Relocation additionally permits the CCRMC hospital clinical laboratory to improve its own diagnostic testing capacity.

We are proposing that the unreinforced masonry building at 20 Allen Street, on the CCRMC campus, be demolished and a new building constructed there to accommodate a replacement to the existing Public Health Laboratory. This new building will house the Public Health Lab including current testing, expansion of molecular instrumentation, and workspace for bioinformatic computing needs. The proposed move would also fix overcrowding of the CCRMC Clinical Laboratory which shares the current building with the Public Health Laboratory as the CCRMC Clinical Laboratory would expand into the space vacated by the Public Health Laboratory.

The space plan includes the following components:

1. Immunology/Virology Laboratory: 1,664 sq ft
2. Bacteriology: 1,638 sq ft
3. Molecular Laboratory: 2,917 sq ft
4. Tuberculosis – Biosafety Laboratory: 1,352 sq ft
5. Rabies: 1,378 sq ft
6. Laboratory Administration and Staff Areas: 2,444 sq ft
7. Laboratory Support Space: 2,951 sq ft
8. Entrance, Reception, Lobby, Specimen Receiving: 636 sq ft

TOTAL GROSS AREA: 14,980 sq ft

A detailed space program for the new building has been developed. All lab functions would collectively require 15,000 sq ft. The cost would be approximately \$25 million, calculated as: 15,000 sq ft @ \$1,250 construction cost = \$18,750,000, plus 33% soft cost = \$25 million total project cost.

The total capital construction plan includes the following components:

1. New Medical Clinic and Office Complex: 40,000 square feet @ \$30 million
2. New Parking Structure: 325 spaces @ \$15 million
3. New Interventional Radiology Suite: 5,000 square feet @ \$5 million
4. PES Expansion and Remodel: 3,000 square feet @ \$5 million
5. New Public Health Lab: 15,000 square feet @ \$25 million

Recommendation:

The County Administrator’s recommendation is that the capital plans be fully funded with a one-time allocation of \$80,000,000.

A3 Contra Costa Community Crisis Initiative: \$5,000,000 (One-time) and \$20,000,000 (On-going)

The A3 Contra Costa Community Crisis Initiative, designed by Contra Costa Health Services, City Managers, and a consortium of community partners including individuals with lived experience, family members, law enforcement, fire and emergency medical responders, and community-based organizations, is requesting funding from the Board of Supervisors to implement the model of providing appropriate behavioral health crisis services in Contra Costa County for anyone, anywhere, anytime.

The components for which we are requesting funding include the Miles Hall Crisis Call Center, the Mobile Crisis Teams across the entire county, and a designated Crisis Services location with expanded services to address and prevent crises.

Contra Costa Health Services and members of the improvement and design teams request consideration of a one-time funding allocation of \$5 million and on-going support in the amount of \$20 million.

1. The one-time request of \$5 million will provide the needed initial infrastructure for this project including:
 - Physical location renovation, upgrade and furnishings;
 - Technological equipment required to run a state-of-the-art call center;
 - Vehicles to support the mobile crisis teams; and
 - Information technology such as modification of the electronic health record for triage and documentation to support billing, purchase and implementation of dispatching and communication software for the call center and mobile teams as well as network and system integration with 911 systems across the county.

2. On-going funding of \$20,000,000 requested to begin immediately will support a robust array of services, being deployed in new and unique ways, to our community including:
 - Miles Hall Crisis Call Center staffing to include medical and psychiatric oversight, administrative and project management support and licensed and peer staff to answer the calls and triage and dispatch mobile crisis teams;
 - Mobile crisis teams that are stationed and available 24 hours a day, 7 days a week across the county with flexible staffing to meet the needs of the community;
 - Development of additional community crisis services as alternate destinations to emergency rooms, psychiatric emergency services and detention facilities that provide multi-disciplinary medical and psychiatric support;
 - Expanded outreach and education across the county of existing and new crisis and behavioral health resources; and
 - On-going administration, program support, infrastructure maintenance and quality improvement activities for the entire A3 Community Crisis Initiative.

With this funding, Contra Costa Health Services will be able to utilize existing and new revenue sources at the state and federal levels for crisis services, thereby leveraging the dollars provided by Measure X. There are also other local revenue possibilities as we understand and measure the impact of the A3

Community Crisis Initiative on reducing the demand on other local government services such as law enforcement, emergency medical services and 911 dispatch centers. Finally, we envision the A3 Initiative as partnering and contracting with hospital and health systems and health insurers across Contra Costa to serve ALL Contra Costa residents as the requirement to provide parity for behavioral health services becomes the reality for our community.

Background

When someone faces a crisis – a fire, crime, or medical emergency – they call 911 with the expectation of getting immediate emergency services. However, when that emergency is a behavioral health crisis, there is no appropriate, reliable, and comprehensive response system. Without a dedicated and fully funded response system, individuals and families in the midst of a mental health or substance abuse crisis are left without necessary support at critical moments in their lives. Impacts of these crises on individuals is sometimes felt on the entire Contra Costa community.

The Contra Costa A3 Community Crisis Initiative seeks to:

- Create the conditions for wellness and provide for the safety of individuals who are most in need of critical mental health and substance use services;
- Enhance community safety and well-being through culturally sensitive therapeutic response;
- Address the identified community need of alternate destinations for people in crisis;
- Provide a new level of care for those seeking behavioral health services;
- Expand the current limited system to a comprehensive crisis response available across Contra Costa;
- Reduce involvement of other local government resources including dispatch services, law enforcement and emergency medical services to respond to behavioral health crises.

What is the need

There is a compelling, immediate need for robust, integrated crisis response services. Just as communities nationwide have demanded alternatives to police response to behavioral health crises, Contra Costa’s residents are likewise advocating for increased behavioral health crisis services. County statistics underscore this pressing need.

- It is estimated that about one in five adults in Contra Costa County are struggling with behavioral health issues.
- Experts at Crisis Now, a nationally recognized organization, estimate that based on our population here in Contra Costa, there will be 28,800 acute crisis episodes every year.
- In 2019 approximately 13% or 14,000 of Contra Costa County's 108,000 emergency medical calls were related to behavioral health.
- Some community members are seeking support at sometimes higher levels of care than what is needed such as Psychiatric Emergency Services (PES) and hospital Emergency Departments. Others come to the attention of law enforcement and fall into the criminal justice system as a last resort.

The AIM

- To develop a system where anyone in Contra Costa County can access timely and appropriate behavioral health crisis services anywhere, at any time.
- The team prioritized three areas for a future Contra Costa model:
 - Someone to talk to - a centralized call center (hub) to receive calls for help

- Someone to respond - 24/7 trained mobile crisis teams responding across the county
- A place to go – locations to get care

The Process

Over the past year, Contra Costa Health Services has partnered with individuals and organizations across the county to better understand gaps in the County’s crisis response system and identify needed changes. In Fall 2020, we brought together a multi-disciplinary, county-wide team with diverse experiences and created an initial framework to develop a system where anyone in Contra Costa County can access timely and appropriate behavioral health crisis services anywhere, at any time. The multi-disciplinary team conducted three multiple week-long improvement workshops from November 2020 to June 2021 to document both the current state of the behavioral health crisis response and create and test a future ideal model.

The team represented many facets of mental health and substance abuse crisis response. Their participation has been vital to the progress and success of this effort.

- Those with lived experience
- Family members
- Law enforcement
- Fire and emergency medical responders
- Behavioral health professionals
- Community-based organizations
- Improvement advisors
- Mobile crisis team members

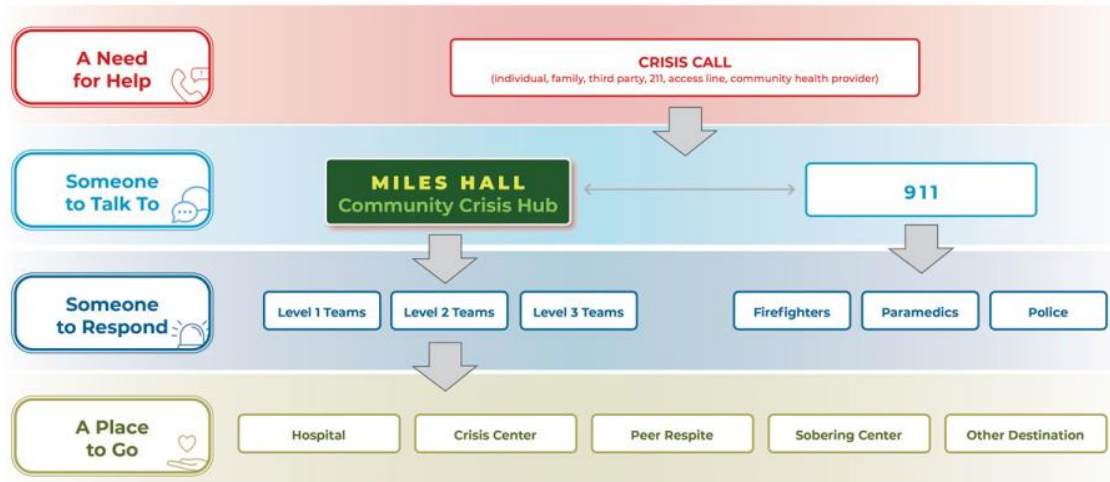
The process included data analysis, listening including to those with lived experiences, observing current processes, evaluating available services, and conducting multiple learning sessions with various counties, states, and even the United Kingdom to identify and borrow best practices. Particularly important were the National Guidelines for Behavioral Health Crisis Care from the Substance Abuse and Mental Health Services Administration (SAMSHA).

In addition, the Public Managers Association designated a subset of their membership to act as project advisors, with the following city managers providing input, guidance and resources:

- San Pablo
- Pittsburg
- Concord
- Walnut Creek
- Lafayette
- San Ramon
- Antioch

The Model

The following model was developed to guide the County’s crisis response efforts to ensure that anyone, anytime, anywhere has someone to talk to, someone to respond, and a place to go.



Someone to Talk To

In the Contra Costa model, behavioral health crisis calls from individuals, families, law enforcement, businesses or community agencies can arrive via multiple pathways (e.g., 911, 211).

Under the A3 model, these calls will be quickly transferred to the Community Crisis Hub, a 24/7 service, where an experienced clinician will ascertain an individual's needs and perform a rapid triage to determine if they can resolve issues by telephone or if a specially trained response team is required to meet the individual in person at their location.

In Contra Costa County, 13% of all calls for ambulance services are for mental health-related issues. Ultimately these calls and referrals from other authorities and families result in 10,000 to 11,000 5150 holds each year, impacting care at Psychiatric Emergency Services and Contra Costa Regional Medical Center’s inpatient psychiatric unit, as well as law enforcement time and effort. It is critical that a trained dispatch center triage these calls to ensure clients experiencing behavioral health crises receive the most appropriate level of care to meet their needs.

- Named for Miles Hall, a young man who was tragically killed by law enforcement while experiencing a behavioral health episode, and in honor of the hundreds of other Contra Costa residents who face not only the challenge of a mental health incident, but also the added jeopardy of getting no help or the wrong help because of a system not designed for their unique situation. The Community Crisis Hub will be the front-door to be able to access mobile crisis services.

Someone to Respond

Specially trained response teams will be available 24 hours per day, 7 days a week deployed from different locations throughout the county.

Based on the determination by the Miles Hall Community Crisis Hub with a sophisticated triage algorithm, the appropriate response team will be dispatched.

Teams would be stationed regionally in order to respond quickly and would be spread across the hours of the day depending on demand. Existing county or city facilities could be utilized as regional deployment centers so that teams arrive in a timely manner.

Response teams will vary in their composition in order to meet the needs of the individual. Team compositions may include:

- Level 1: Peer Support Worker, Emergency Medical Technician (EMT) is dispatched for individuals identified by law enforcement or others as needing a welfare check or a response where there is not a risk of escalation including addressing social needs.
- Level 2: Peer Support Worker, Mental Health Clinician and potentially an EMT or substance use counselor is dispatched for individuals in an acute and serious behavioral health crisis or in need of additional assessment.
- Level 3: Peer Support Worker, Mental Health Clinician, Law Enforcement and potentially an EMT is dispatched for individuals in an acute and serious behavioral health crisis with a suggestion of risk of escalation.

A Place to Go

Developing alternative locations for care, in addition to those already available including hospital emergency departments and psychiatric emergency services, would allow individuals to receive appropriate timely care and facilitate connections to on-going care. These locations could include a crisis center open 24/7, a sobering center and peer respite, and could be co-located.

A recent data analysis by Contra Costa Health Services showed that community crisis support teams were found to reduce Psychiatric Emergency Services admissions by 41% as well as a statistically significant 3.5% reduction to psychiatric inpatient admissions.

We are pleased to present the shared A3 Community Crisis Initiative as a model that is possible and within reach to be able to better serve all of our residents.

Funding for a crisis hub in the amount of \$1 million is identified in the list of Community Project Funding requests for inclusion in the federal fiscal year 2022 appropriations bills. Although not yet approved by Congress, the project has the support of Congressman DeSaulnier and the Appropriations Committee in the House of Representatives. In addition, \$1.1M is included in the FFY 2022 Labor, Health and Human Services appropriations bill for the expansion of mobile crisis response teams, which was also submitted by Congressman DeSaulnier. If received these monies will supplement the County model.

Recommendation:

The County Administrator's recommendation is to fund planning and the first operational cycle (April 1, 2022 through June 30, 2023) at \$5,000,000. The on-going recommendation when fully operational in FY 2023-2024 is \$20,000,000.

A3 Contra Costa Community Crisis Initiative (10-20-2021)				
	Estimated Annual Salary & Benefits	ONE-TIME Total Cost	ON-GOING Total Cost	
Miles Hall Community Crisis Call Center				
1 Psychiatrist	\$348,563.00		348,563.00	
1 Behavioral Crisis System of Care Director	\$202,558.00		202,558.00	
11 Mental Health Clinicians- Call Center	\$147,673.00		1,624,403.00	
1 Secretary	\$76,381.00		76,381.00	
1 Overall-Project Manager	\$168,656.00		168,656.00	
2 Overall Program Managers	\$168,656.00		337,312.00	
1 IT Clinical System Analyst	\$234,682.03		234,682.03	
1 Planner Evaluator	\$123,539.00		123,539.00	
5 Administrative Support	\$76,381.00		381,905.00	
Hub Crisis Services/Alternate Destination				
4 Licensed Mental Health Clinicians	\$147,673.00		590,692.00	
9 Substance Abuse Counselors	\$112,596.00		1,013,364.00	
4 Peer Support Workers	\$64,599.00		258,396.00	
9 Registered Nurses	\$213,978.07		1,925,802.66	
Collaborative Response Teams- 34 Teams				
24 Licensed Mental Health Clinicians	\$147,673.00		3,544,152.00	
10 Emergency Medical Technicians	\$66,138.25		661,382.50	
24 Peer Support Workers	\$64,599.00		1,550,376.00	
5 Law Enforcement Officers	\$185,260.00		926,300.00	
10 Outreach Specialists	\$54,266.07		542,660.67	
10 Medical Social Worker	\$108,465.76		1,084,657.65	
Other Costs				
a. 24 Vehicles	\$29,415.00		705,960.00	
b. 34 Radios & Equipment	\$1,719.00		41,256.00	
c. Physical Location for Crisis Services		3,387,290.86	228,908.81	
d. Regional Deployment Centers - 3 additional locations in Far East, East and West	\$486,000.00		1,458,000.00	
e. Computers, phones and ongoing communication costs	\$83,400.00		83,400.00	
f. Dispatching Technology purchase, installation and configuration		1,239,105.00		
g. Electronic Health Record configuration and maintenance including billing and revenue tracking		373,604.00	858,000.00	
h. Training	\$147,673.00		147,673.00	
i. Evaluation and ongoing quality improvement		0.00	881,020.00	
		\$5,000,000	\$20,000,000	
Footnotes:				
1. Physical Location for Hub costs includes cost of full repairs and, furniture, and then ongoing maintenance need				
2. Vehicles - 24 because not all 34 teams will be deployed at one time				
3. Radios & Equipment - 24 radios because not all 34 teams will be deployed at one time				
4. Regional Deployment Centers costs are based on current budgeted occupancy costs for Mobile Crisis Response Team location.				
5. Dispatching Technology includes estimated costs for CAD, RapidSOS and Dispatch computers.				

EPSDT Leverage Fund for Children’s Mental Health Services: \$3,250,000 (One-time)

The Health Services Department supports a revolving fund account to pay for future Cost of Living Adjustment (COLA) for Early and Periodic Screening, Diagnostic and Treatment (EPSDT) providers. The revolving fund account would use funding from Measure X in conjunction with the 2011 Realignment Growth funds to secure federal matching dollars.

Currently, the County receives 2011 Mental Health Realignment funding (sales tax) to fund EPSDT services, comprehensive and preventive health care services for children under age 21 who are enrolled in Medicaid. This funding is provided by the state on a “rolling base allocation” process. This process pays for prior year EPSDT services after the close of the fiscal year from Realignment “growth.” The growth payment is predicated on the state having surplus sales tax revenue to meet the state-wide overall EPSDT expenditure base. Due to the uncertainty of the amount of state funding available, negotiations with CBO providers for prospective payment rates for services has been hampered.

In this proposal the County will utilize Measure X funds as match to fund the COLA for EPSDT providers in the year awarded. Once the Realignment Growth funds become available, they will be used to replenish the revolving fund account. In years when the state economy is trending upward, there will be sufficient Realignment Growth distribution to replenish the fund and repeat the process. In the event that Realignment Growth is insufficient to fully replenish the revolving fund account, there will be less funding in the account to pay for COLAs for the upcoming year.

A one-time funding request of \$3,250,000 is requested to match approximately \$3,250,000 in Federal funding to provide up to a prospective 10% COLA for EPSDT providers effective July 1, 2022 (increase in rates and contract payment limit).

Recommendation:

The County Administrator’s recommendation is that the leverage fund be provided a one-time allocation of \$3,250,000.

San Ramon Valley FPD Behavioral Health Crisis Response Pilot Program: \$740,200 (One-time)

The Public Safety for Mental Health Initiative is a transformational approach to addressing the current and growing mental health crisis throughout our communities.

The pilot project objectives serve to:

- Identify violent vs. nonviolent calls, through the initial Emergency Dispatch triage, and change the historic and current response paradigm.
- Provide a new first approach and assessment by Fire/Emergency Medical Services to identified nonviolent calls, with Law Enforcement staging in the event of escalation.
- Reduce avoidable Law Enforcement engagement.
- Implement early assessment and de-escalation techniques.
- Fill the existing behavioral and mental health education training gap for Dispatchers, Law Enforcement and Fire/Emergency Medical Responders.
- Equip our First Responders, including police officers and dispatchers with the necessary knowledge, skills, and ability to assess all nonviolent mental health calls, by providing a robust education program that promotes compassionate care and advocacy.
 - The District has identified and engaged a nationally recognized Professional Licensed Counselor/Certified Crisis Intervention Specialist to provide this specialized training.
- Increase awareness for all First Responders on how stressors of the job impact their own mental health, and that of their coworkers.
- Increase overall wellness and provide mental health resources to support the resiliency and mental health of all First Responders.
- Provide transportation for citizens suffering from mental health emergencies to County Public Health identified alternative destinations when appropriate.
- Serve as a complimentary support system to County Mental Health Services.

The District is seeking startup funds to implement the proposed Mental Health Initiative. The estimated start-up cost is \$740,200. These funds would be utilized for generalist training for all First Responders, Law Enforcement Partners and Dispatchers (\$187,200). Other costs include the purchase and outfitting of one 24/4 “sprinter” ambulance for transporting patients (\$170,000) and the recruitment, training, and equipping of (non-firefighter) paramedics in specialized mental health care that would be available 24-7-365 (\$383,000) to respond to non-violent mental health calls.

If the pilot program is successful, the District would include the ongoing operating and capital replacement costs in future budgets.

Recommendation

The County Administrator’s recommendation is to fund the one-time proposal of the San Ramon Valley Fire Protection District Behavioral Health Crisis Response in the amount of \$740,200.

Innovation Fund (Pilots and Innovative Projects): \$2,000,000 (One-time)

The concept of an innovation fund available for funding pilot programs and innovative projects was brought to the attention of the Measure X Community Advisory Board and supported by Board of Supervisor members. Guidelines/policies for the fund have not been developed. It is anticipated that the funding would be available to County departments, cities, and community-based organizations in response to local service needs. The funding would be prioritized to community-embraced and community-based programs and services. Minimally the funds would be used to support the Measure X funding goal of Equity in Action (Goal #2). Significant work will be required to develop funding guidelines. Once developed, it is recommended that the Innovation Fund guidelines be reviewed in a future Finance Committee meeting prior to issuing requests for proposals.

Recommendation:

The County Administrator's recommendation is to fund a one-time allocation of \$2,000,000. As with all of the Measure X funded programs, in future years the success of the pilots and projects will be evaluated. Should the model produce positive measurable outcomes, additional funding will be recommended. The recommendation includes allocating these funds to the County Administrator's Office for development of funding guidelines and allocations. It is recommended that the Innovation Fund guidelines be reviewed in a future Finance Committee meeting prior to issuing requests for proposals.

Racial Equity and Social Justice: \$1,200,000 (On-going)

Racism, inequity, injustice, disparities and harm exist throughout the United States. Protests for racial equity and social justice reflect a sense of urgency to take meaningful and impactful action to end systemic racism, discrimination and hate. Racial and ethnic disparities in health outcomes, the criminal justice system, educational achievement, and social service metrics exist here in Contra Costa County. These disparities have been well-documented in reports issued by the Contra Costa Racial Justice Task Force/Oversight Body, First Five Contra Costa, Contra Costa Health Services, and the Contra Costa Employment and Human Services Department. In order to make a transformational shift within County Government to eliminate inequity, harm, discrimination, and bias based on race, ethnicity, gender, sexual orientation, language, immigration status, socio-economic status, and for people with disabilities, with an initial priority focus on racial equity, Supervisors John Gioia and Federal Glover initiated the proposal for a Contra Costa Office of Racial Equity and Social Justice.

In November 2020, the Board of Supervisors authorized creation of the office with the anticipation of Measure X revenue. The Office of Racial Equity and Social Justice will enable the County, with the community, to better coordinate, strengthen and expand the County's existing work on equity and inclusion, create new opportunities to deepen the work, and allow the County to better partner with the community in prioritizing and implementing this work. The goal of this work is to promote equity and eliminate disparities and harm in Contra Costa County with the initial priority to eliminate structural racism.

The Office of Racial Equity and Social Justice will focus efforts on understanding what it takes to achieve equity with a priority focus on racial equity, acknowledge and eliminate inequities, disparities and harm that exist in Contra Costa County, including inequities and disparities in health outcomes, resource and service allocation, land use decisions (environmental justice), and law enforcement and criminal justice system practices, and create a sense of urgency for change so that we cultivate and sustain a County ecosystem rooted in belonging, mutuality, equity, and justice.

A community engagement and planning process has been underway for the Office since the fall of 2020, led by community leaders and funded by community organizations, foundations, and businesses. The process thus far has provided multiple trainings/learning sessions, conducted an extensive Listening Campaign, launched a website (cccoresj.org), and retained Ceres Policy Research Group to provide project management and data analysis support for the process.

Funding of \$600,000 is estimated as initial costs for the creation of the Office. Ongoing funding will be needed as the Office develops and continues. Although the final composition of the Office of Racial Equity and Social Justice has yet to be determined, it is likely that the ongoing costs will be more than \$600,000. For reference, during the pilot phase of the office, staffing costs for the Office of Reentry and Justice were approximately \$700,000 for four (4) professional staff, not including operational costs.

Recommendation:

After the conclusion of the community engagement process, the County Administrator's Office will return to the Board of Supervisors with the final staffing and funding needs for the Office of Racial Equity and Social Justice. It is recommended that \$1,200,000 be reserved for on-going costs.

Arts and Culture Programs: \$250,000 (On-going)

The Measure X Community Advisory Board priority recommendations identified that the Arts and Culture Commission's signature and proposed new programs are part of a strategy to support mental/behavioral health, disabled, and the Contra Costa County community. As part of the *Equity in Action* goal, the Arts prioritize equity, remove structural barriers, serve as second responders, address collective grief, provide creative expression, increase educational outcomes, and uplift communities in which everyone can thrive. In addition, the Arts have a positive impact on local businesses and the economy.

Contra Costa County ranks last of all Bay Area counties in arts funding. The feedback from the California Arts Council (CAC) during a recent grant application stated that CAC is looking for organizations who demonstrate adequate community investment. In the Bay Area, the average arts funding is \$1.04 per person. California State-Local Partners average 2.94 full-time employees, 2.93 part-time employees, and 6.92 contactors. Contra Costa County has one part-time contractor.

An on-going Measure X investment of \$250,000 provides grant application leverage and supports new initiatives.

\$100,000 Support Staff:

- Supplement existing funding for a full-time Managing Director and part-time Communication and Marketing employees.

\$100,000 District Public Art Program:

- District Public Art Program: Contra Costa County's first public art program following Bay Area Counties (\$20,000 each District investment).
- Addresses District public art requests through an application process for artists and art organizations.

\$50,000 New Programs:

- Youth Advisor in each District: Expand equity and opportunity to every District.
- Arts Connection: Connect artists and art organizations for quarterly meetings for advocacy, opportunities, and data collection.
- AIRS (Artist-in-Residency in the School) pilot program: Place teaching artists in CCC schools to work with students to create art projects.

Recommendation:

The County Administrator's recommendation is that the program enhancements be fully funded with an on-going annual allocation of \$250,000.

Language Access Equity for Measure X Meetings - \$50,000 (One-time) and \$25,000 (On-going)

Ensuring equitable language access to Measure X Community Advisory Body (MXCAB) meetings is a priority for this advisory body.

At the May 18, 2021 meeting, the Board of Supervisors approved up to \$50,000 in contractual services with Continental Interpreting for interpretation and translation services for all MXCAB meetings. This resulted in two live Spanish interpreters and two live American Sign Language interpreters for all MXCAB meetings and Spanish translation of MXCAB agenda packet materials (minimally the agendas). MXCAB meetings demonstrated community participation of both Spanish speaking and deaf or hard of hearing residents and/or community advocates, who often spoke during public comment.

Continuing efforts to remove language barriers for those who live, work, and pay taxes in Contra Costa County, and are unable to communicate effectively in English because their primary language is not English or are deaf or hard of hearing, will support the MXCAB's operating principles of fostering inclusion, equity, and access.

An allocation of \$50,000 is estimated to provide two live Spanish interpreters and two live American Sign Language interpreters for all MXCAB meetings, as well as Spanish translation of MXCAB agendas and packet materials as requested. In future years, the MXCAB will meet quarterly. An on-going allocation of \$25,000 will be sufficient to fund the body.

Recommendation:

The County Administrator's recommendation is that the interpretation services be fully funded with a one-time allocation of \$50,000 and an on-going annual allocation of \$25,000.

Measure X Needs Assessment Report Writer: \$20,000 (One-time)

Staff recommends contracting for a report writer that will meet both the Measure X Community Advisory Body's (MXCAB) request to hire a needs assessment writer and the request made by several Board members to have a final report detailing any other unmet needs not covered by the MXCAB focused area presentations.

From May through August 2021, the (MXCAB) dedicated twelve meetings to presentations by members of the community, community-based organizations, and County staff to fulfill the Board delegated responsibility of overseeing an annual assessment of community needs. The presentations covered the issues of focus determined by the MXCAB to assess current community needs, strengths, and priorities. In addition to the abundance of information shared during the presentations, a significant volume of written materials inclusive of community needs, trends and service gaps were provided for the MXCAB's consideration. The MXCAB focused their efforts on the preparation of the report presented to the Board of Supervisors at their October 12, 2021 meeting, which detailed their priority recommendations. The MXCAB presentation also included a request of \$20,000 to pay for the services of a professional writer to gather and analyze the priority area presentation materials and prepare a formal needs assessment document.

At their October 12, 2021, the Board of Supervisors accepted the MXCAB's Report, and continued to a future meeting date the MXCAB request for an immediate \$20,000 funding allocation for a professional writer. Board members expressed the need to have a professional report writer also take an unbiased look at the MXCAB proposed priorities and build upon the recommendations of the committee as needed and to ensure other unmet priority needs in the County not identified, through no fault of the committee, were not missed.

Approval of this request would fund contractual services for a professional needs assessment report writer to take a fresh look at recently identified priority areas, identify other service gap areas that may have been missed, and prepare a final needs assessment document for publication. This would support the recommendations of the MXCAB and Board members, while also providing a detailed needs assessment tool in support of future need assessment format developments.

Recommendation:

The County Administrator's recommendation is that the report writer be funded with a one-time allocation of \$20,000.

Contra Costa Regional Medical Center: \$55,000,000 (On-going)

The Contra Costa Regional Medical Center (CCRMC) is a 167-bed general acute care safety-net hospital that provides a full range of services that include emergency care, psychiatric care, newborn labor and delivery, medicine, and surgery. Ten ambulatory care health centers throughout Contra Costa County provide comprehensive, personalized, patient-centered health care with a full range of specialty services. The medical center is the training ground for our family practice residency program.

As a general acute care teaching facility, CCRMC provides a full range of diagnostic and therapeutic services including medical/surgical, intensive care, emergency, prenatal/obstetrical, and psychiatric services. Ancillary services include pharmacy, rehabilitation, medical social work, laboratory, diagnostic imaging, cardiopulmonary therapy and ambulatory care surgery service. The licensed basic emergency room provides medical and psychiatric evaluation and treatment.

The ten ambulatory care Federally Qualified Health Centers in East, West and Central Contra Costa County are licensed as an outpatient department of CCRMC. The clinics provide family practice oriented primary care, geriatrics, dental, rehabilitation, prenatal, pediatric and adult medical services, as well as medical and surgical specialty clinical services. Specialty clinics include podiatry, infectious disease, eye, dermatology, orthopedics, urology, Ear, Nose and Throat (ENT), gynecology, general surgery, plastic surgery, nephrology, neurology, rheumatology, and other services. All age groups are served. The ambulatory care centers serve as an integrated care delivery system with the hospital, behavioral health clinics, detention health centers, and all of the other ambulatory clinics. The delivery system is served by an electronic medical record that allows for communication between all sites and providers.

The interdisciplinary medical staff at Contra Costa Regional Medical Center and Health Centers (CCRMC/HCs) includes a wide range of generalist and specialty physicians and nurse practitioners to serve the patients of the County. The active staff numbers nearly 400 providers. The Family Medicine Residency Program provides clinical experience for 39 residents who rotate through all inpatient acute services, the emergency department and ambulatory care centers.

Patient Population

CCRMC/HCs is the primary medical and dental network provider for Medi-Cal beneficiaries in Contra Costa County. CCRMC/HCs supports the most vulnerable and low-income population in the County, including a high number of homeless and immigrant residents and others who traditionally have a high prevalence of mental health and co-occurring conditions.

As an organization CCRMC/HCs strives to create optimal health for all through respectful relationships and high-quality service. Our goals to achieve optimal community health include:

- Being patient and family centered
- Fostering continuous improvement
- Delivering value and safe care

Contra Costa County is experiencing rapid population growth and rising poverty. Many patients face food and housing insecurity and transportation issues as they struggle to earn living wages. These daily stressors manifest themselves as poor health among the population we serve. Our community members face a myriad

of chronic health conditions that are worsened by the growing poverty rate and deepening health disparities in our county. We recognize that collaborative and integrated care methods are required to help improve health outcomes in our population.

The following list summarizes some of the high intensity patient needs that increase complexity of the care provided by CCRMC/HCs:

1. 34% our patients have behavioral health needs requiring interventions
2. 57% of adults reported experiencing COVID-19 related adversity or trauma requiring resources and support
3. Nearly 50% of our patients utilize interpreter services in at least 45 different languages to communicate with their provider in a language other than English
4. We have a higher proportion of late-stage cancer diagnoses. 27% of women newly diagnosed with breast cancer at our health system had localized disease, compared to the national benchmark of 62.6%. Late-stage colon cancer diagnoses were higher at our health system than the average of 30 other community hospitals in California (48% vs. 40% of stage III and IV colon cancer at diagnosis). The most common cancer deaths are lung, colorectal, breast and pancreatic.
5. Our award-winning cancer center provides chemotherapy infusions using state of the art research protocols at a cost of \$500,000 per month. Our patients who utilize these services often have difficulty with transportation to/from care and require significant support in the home post chemotherapy infusion.
6. In the Pre-COVID period, heart disease accounted for 23% of the non-cancer-related deaths in the county.
7. Nearly 50% of pediatric patients cared for in our system have a body mass index (BMI) of 85th percentile or higher. Similarly, 39% of our adult population are overweight.
8. About 8% of our population is diabetic with another 47% pre-diabetic
9. 19% of children ages 1 to 14 have an asthma diagnosis in our county, compared to 13.8% statewide
10. More than 1,400 children in foster care are under the supervision of Contra Costa County
11. Approximately 11,000 individuals annually receive medical services in Detention while incarcerated
12. Transitions in care from incarceration to community health services are coordinated upon release from jail
13. Greater than 70% of our patients qualify for Medi-Cal insurance based on poverty level income requirements
14. At least 11% of our patients report food insecurity, approximately 10% have unmet transportation needs, and approximately 30% of our patients are at least somewhat socially isolated
15. 95% of babies delivered at CCRMC are covered by Medi-Cal. Black mothers are more likely to have caesarean sections, have pre-term labor, and have lower birth weight babies.
16. African American residents have a shorter life expectancy and are more likely to die from heart disease and cancer than other racial groups
17. The opioid epidemic has resulted in more drug overdose mortality and driven staff and resources to delivering increased access to Medication Assisted Treatment (MAT) for patients with alcohol and opioid addiction to assist in stabilizing their lives
18. The Human Rights Campaign Foundation recognized our system as a leader in healthcare equality. Our equity team reviews data to identify and implement plans to reduce disparities

CCRMC/HCs are on the front lines of social and racial disparities of our society. The combination of complex disease, low income, high social needs, language barriers, behavioral health issues, drug use, inequities, and increasing regulatory pressure has led to CCRMC/HCs development into a highly skilled care coordinated health delivery system. Longer and more numerous care visits are needed to coordinate services with other

agencies and community resources. Providing adequate support services for high utilizers of the healthcare system can be very costly. This work also requires investment in a diverse workforce that can meet the needs of our patients in a culturally and psychosocially appropriate manner. As one example, hiring and training Community Health Workers to support patients with social needs allows us to offer standard social needs screenings at all healthcare entry points and on-site assistance with digital disparities (subsidized cell phones, low-income internet, and MyChart enrollment), assistance with food insecurity and health care enrollment.

CCRMC/HCs is committed to the families of our community and will continue to innovate and amplify our coordinated approach to health care delivery. Clearly our whole person care model, though more resource intense, is the way to succeed in providing services to a highly complex and underserved community where historic inequities require we think past the simple fee-for-service (FFS) structures of the commercial health care market.

Cost/Revenue

Providing the needed medical to care to CCRMC's patient population is costly. The current annual budgeted cost of this population is \$693 million. Approximately 90% of the cost of care provided to these individuals is offset by revenue, i.e. Medi-Cal, Medicare, etc.; the remaining 10% is funded by County General Purpose revenues.

CCRMC provides care to individuals with a variety of insurance coverage. Medi-Cal is the primary coverage and revenue source representing 70%-75% of the patient population. For Medi-Cal payment purposes the State has identified CCRMC as a Designated Public Hospital (DPH). As a DPH CCRMC must **self-finance** the vast majority of the Medi-Cal revenue streams utilizing Intergovernmental Transfers (IGTs) or Certified Public Expenditures (CPEs)

Medi-Cal is jointly funded by states and the federal government. States can fund the non-federal share from a variety of sources. In California, the state relies heavily on public hospitals/counties to help fund the non-federal share for Medi-Cal. Public hospitals/counties provide billions of dollars of non-federal share each year, the vast majority of which fund supplemental payments to the public hospitals that are critical to the financial viability of these systems. The methods of financing the non-federal share by the public hospitals/counties fall into two categories: IGTs and CPEs.

IGTs

An IGT is a transfer of funds from another governmental entity (e.g., public hospital/county) to the state Medi-Cal agency. The Medi-Cal agency then uses those transferred funds as the source of non-federal share to draw down matching federal funds and pay the total amount of funds as a Medi-Cal payment to a Medi-Cal provider. In California there have been numerous IGT-based payment programs that fund public hospital systems such as Medi-Cal managed care supplemental payments and payments under the 1115 Waiver.

A simple example of how the funding works is as follows:

- Public Hospital A is eligible for a payment of \$1 million
- The required non-federal share of that payment (assuming 50% matching rate) is \$500K
- The hospital will send to the state \$500K.
- The state will then use that to draw down the federal matching funds of \$500K.
- The state then pays Public Hospital A the total \$1 million (basically returning the hospitals initial \$500K plus the \$500K in federal money)

- The net payment to Public Hospital A is the \$500K even though from the federal government perspective the total Medicaid payment is the \$1 million.

Additional examples of programs funded in this manner are the Global Payment Program, Whole Person Care, Prime, Enhanced Payment Program and the Quality Improvement Program.

CPEs

CPEs are a mechanism where a public entity, such as a public hospital, certifies its actual cost of providing Medicaid services to the Medicaid agency. The Medicaid agency then uses that cost certification to draw down the federal share of the certified costs and then passes those dollars to the certifying entity as a Medicaid payment. Unlike IGTs, there is no transfer of money from the public entity to the state. In California there have been numerous CPE-based payments that fund public hospital systems, most notably it is the method of payment for inpatient hospital services in FFS where there is no state general fund support, and in addition is used in some additional supplemental payment programs as well.

A simple example of how the funding works is as follows:

- Public Hospital A submits cost reports documenting that it experienced \$1 million in Medi-Cal costs for Medi-Cal services to the state.
- The state uses that cost report and certification to draw down the applicable federal share of funding (assuming a 50% matching rate) of \$500K.
- The state then pays Public Hospital A the \$500K.
- The net payment to Public Hospital A is the \$500K even though from the federal government perspective the total Medicaid payment is the \$1 million.

Additional examples of programs funded in this manner are Supplemental Outpatient services, Inmate care and the Construction and Renovation Program.

The use of the IGT/CPE process limits the revenue growth. Because of the Federal match requirement revenue does not keep pace with the inflationary rise in medical care cost, the increasing cost of specialized services, the increasing morbidity of the CCRMC patient population, the housing of “hard to place” individuals, without payment, or the replacement cost of needed medical equipment. The annual unfunded component of projected cost for the 2022/23 fiscal year and on-going is currently estimated at approximately 5% of the operating budget or \$40 million. An annual request of \$55 million for growth is not unreasonable.

Recommendation:

The County Administrator’s recommendation is to fund CCRMC in the amount of \$40,000,000 annually, which will provide operational stability for the foreseeable future.

Local Housing Trust Fund (Including Funding for Homeless Housing/Services): \$12,000,000 (On-going)

Staff from the Housing Authority, Health Services-Health, Housing, and Homeless Services, and Department of Conservation and Development request that a new Housing Trust Fund be funded with \$12 million annually, with the top priority of building permanent housing for people earning less than 50% of the Area Median Income.

The concept of a local, flexible housing fund has been discussed in Contra Costa County for more than 20 years and establishing a dedicated source of revenue to fund it would create many opportunities for matching other housing grants from the State and philanthropic sources.

If approved at this funding level, a process to determine an allocation plan and business plan would follow. Details to be developed include program structure, funding guidelines, balance of funding priorities, staffing plan, and success metrics. The initial interdisciplinary staff team would work through a designated Board committee to bring a full proposal and annual/multi-year allocations to the Board for review and approval. This program fulfills Strategy #2 under the Measure X Community Advisory Board's Goal #3 (as reported to the Board on Oct. 12, 2021).

Elements of the Housing Trust Fund are anticipated to include:

- Direct funding for the construction, acquisition, preservation, and rehabilitation of permanent affordable housing for people earning less than 50% of the Area Median Income;
- Strategic use (lease, sale, or joint ventures) of County-owned surplus land and other underutilized land;
- Technical assistance to build capacity of non-profit housing developers and homeless service providers to expand to underserved geographic areas. This could include "housing innovation" pilot programs for creative solutions and concepts new to the Contra Costa housing market like land trusts;
- Dedicated funds for homelessness prevention, such as legal services and rental assistance as well as homeless crisis response solutions including emergency and interim housing;
- On-going funding for supportive services necessary to maintain housing, including operating subsidies;
- Active grant-writing to leverage resources for construction and preservation of affordable housing.

The estimated annual cost to fund a program, including staff support to administer grants and directly implement housing priorities, is \$12 million, with an approximate 6-9 month timeframe to develop the detailed proposal for full Board review and approval.

Recommendation:

The County Administrator's recommendation is that the program be funded at \$10,000,000 for year-one and an on-going annual allocation beginning July 1, 2023, of \$12,000,000. The Department of Conservation and Development would be the County host agency.

Permanent Supportive Housing (Net of Match): \$5,200,000 (One-time)

Lack of affordable housing continues to be a significant contributing factor to homelessness across the community. A Measure X community needs assessment initially conducted in 2019 and updated in 2021 confirmed that homelessness and affordable housing remain a top concern for the community.

A one-time investment of \$5.2 million in Measure X funds would leverage \$16.8 million in Homekey funding to build two permanent supportive housing programs in our community for a total of 84 housing units at the deepest affordability for residents who are unhoused in our community.

Additionally, an investment of Measure X dollars for these housing development projects would:

- Support the Board's commitment and recent Board action to reduce unsheltered homelessness by 75% over the next three years;
- Expand housing options available for persons experiencing homelessness; and
- Build on the success of Homekey and leverage available state funding to achieve our housing goals.

HOUSING PROJECTS PROPOSED:

El Portal Micro-housing Project is located in San Pablo, California. It will provide 54 units of micro-housing (~200 sq ft) for homeless single adults with disabilities. Each unit is equipped with bathroom, shower, and kitchenette. Services will be offered on-site and tailored to individual's needs. Services can include case management, primary and behavioral healthcare, life skills support, medication, and money management. Residents will pay no more than 30% of their income toward rent.

On-going operating and service costs are covered by a \$1.2 Million/yr. HUD grant.

Construction is expected to begin in early Spring 2022 and is currently configured as a master-leased housing program with an option to purchase. Recommendation is to apply for Homekey funds to purchase the building thereby bringing the on-going operating cost significantly lower and preserving the long-term affordability for its tenants.

Brookside SRO is located in Richmond, California next to the Brookside Shelter. The proposed housing project would be a reuse of the county owned, vacant Head Start building. A recent feasibility study completed in June 2021 showed that the building could yield 30 single room occupancy (SRO) units with in-suite bathrooms and a shared kitchen. Rents would not exceed 30% of an individual's income.

This project would complete the continuum of housing at the site, thereby creating a campus of emergency housing for adults, transition-age youth, and permanent supportive housing for individuals experiencing homelessness in the area.

On-going operating costs are unknown at this time. Currently in discussion with Housing Authority of Contra Costa to provide project-based housing vouchers to cover operating costs.

Both housing projects are eligible for up to a total of \$16.8million in Homekey funding. The estimated funding gap is \$5.2million.

Recommendation:

The County Administrator's recommendation is that the one-time allocation of \$5,200,000 be fully funded.

Contra Costa CARES – Expanded/Comprehensive Healthcare for Uninsured: \$750,000 (On-going)

In 2015 the Contra Costa Health Plan (CCHP) established a pilot program, Contra Costa CARES, for the purpose of providing primary care services to adults not covered by the Affordable Care Act. CCHP coordinates the program for primary care services via three providers: La Clínica de la Raza, Lifelong, and Brighter Beginnings. The providers receive a capitated payment on a per member per month basis.

The Contra Costa CARES budget included a County General purpose revenue contribution of \$250,000, CCHP revenue contribution of \$500,000, and \$750,000 in private hospital matching donations for a total annual program of \$1.5 million. The private hospital donations ended in fiscal year 2021/22.

There is currently enough funding remaining in the Contra Costa Health Plan budget to extend the current program through June 2023.

The Governor and legislature have acted to allow immigrants aged 50 and over to be enrolled in Medi-Cal beginning May 2022 thus reducing the demand for the CARES program.

The Health Services Department has contracted with Pacific Health Consulting to facilitate a process with Stakeholders over the next several months to gather data and ideas about possible revisions to the CARES program to address the unmet needs of the remaining uninsured population (*see attached*).

Recommendation:

The County Administrator's recommendation is that \$750,000 in on-going appropriations be reserved should additional funding be necessary beginning July 1, 2023.

CARES PROGRAM CONTINUATION with CARE PLANNING GROUP PROPOSED SCOPE OF WORK

Purpose of Consultation:

Organize and facilitate a community stakeholder process to plan the next 12-24 months of CARES

Anticipated Timeline:

November 1, 2021 – March 1, 2022

Major Activities, Timeline and Estimated Consultation Hours:

1. Work with Contra Costa Health Services to identify participant organizations for the CARES planning group (up to 8-10 organizations) – by November 1, 2021 – 2.0 hours
2. Review CARES progress reports and gather updated information on uninsured in Contra Costa County – by November 15, 2021 – 6.0 hours
3. Develop outline of four (4) stakeholder meetings' major agenda topics; review with Contra Costa Health Services and Community Clinic Consortium – by November 15, 2021 – 2.0 hours
4. Develop historical/current analysis and progress report of the CARES program including status of current funding and local political support – by November 15, 2021 – Community Clinic Consortium/CCHP with assistance/review by Pacific Health Consulting Group – 4.0 hours
5. Plan, organize and facilitate four (4) virtual CARES Planning Group meetings from December 1, 2021 – February 15, 2022 to review issues related to continuation of CARES for another 12-24 months including topics like health center enrollment/performance, benefits and gaps in services, expansion of membership, provider payments and financing options, opportunities to leverage/complement other statewide and county initiatives, etc. – November 15, 2021 – February 15, 2022 – 60.0 hours
6. Plan, prepare and attend two (2) resident/CARES user focus groups with input on questions from planning group (focus groups will be facilitated by CCHS staff who are culturally/linguistically qualified to facilitate focus groups with support on recruitment by Community Clinic Consortium, member community health centers and community partners)– 20.0 hours
7. Support Contra Costa Health Services in providing regular updates to renewed Access to Care Stakeholders Group – On-Going – 10.0 hours
8. Prepare short memo identifying issues reviewed and discussed with stakeholder group – by March 1, 2022 – 8.0 hours
9. Prepare short update to Contra Costa Board of Supervisors in conjunction with CCHS – Timing TBD - 6.0 hours
10. Unanticipated meetings and materials preparation – On-Going – 10.0 hours

County Youth Centers – East and Central County: \$10,000,000 (One-time) and \$3,500,000 (On-going)

Youth centers play a critical role in the lives of young people. Today, many people seek out youth centers to help the development of their children. There are many studies that show positive outcomes of being involved in youth programs. Youth centers vary in their activities across the globe and have diverse histories based on shifting cultural, political, and social contexts and relative levels of state funding or voluntary action. Many youth clubs are set up to provide young people with activities designed to keep them off the streets and out of trouble and to give them a job and an interest in activity. Some youth clubs can have a particular compelling force, such as music, spiritual/ religious guidance and advice or characteristics such as determination.

Youth clubs are there to help young people understand the world around them. They are there to advise young people with their future, to talk about the past, and even help them with the present. Many clubs hold different sessions to educate young people about different topics regarding their health and worries. Youth clubs normally have a leader youth worker who organizes trips or workshops for the young people to participate in. They can also hold charity events and even volunteer to do many different things. Youth clubs will sometimes help young people to gain qualifications for their life ahead.

The County does not currently operate youth centers. The RYSE Center in west county was used as a basic model for providing a center in East and Central County. According to the financial statements for the RYSE Center, it costs approximately \$3.47 million per year to operate a center (attached, page 4 of Audit for Year Ended June 30, 2020). Of that amount \$2.52 million is for programming, \$742,000 for general costs and administration, and \$205,000 for fundraising. The center is supported by \$1.79 million in grants and contributions, \$1.78 million in government contracts, and \$90,000 in program service fees. Using the RYSE Center's financials as an estimate, it would cost approximately \$3.5 million per year for each added center. It should be noted that the RYSE Center is an established program and similar programs would require time to develop significant fund raising.

Approximately \$5 million is estimated for each center for infrastructure and an annual budget of approximately \$3.5 million, which will be supported at approximately 50% by donations, grants, etc.

Recommendation:

Centers for East and Central County are recommended for funding. Given its focus on children and family services, Employment and Human Services Department (EHSD) would be the host agency to contract for the development and operations of the youth centers. A significant amount of planning and logistics will be required to develop these centers.

The County Administrator's recommendation includes \$5,000,000 for each of the two centers for infrastructure (\$10 million total one-time), \$1,750,000 for start-up costs through June 30, 2023, and on-going annual appropriations of \$3,500,000 (\$1.750 million each) for operations.

RYSE, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Grants and contributions	\$ 1,790,567	\$ 1,494,359	\$ 3,284,926
Government contracts	1,781,902	-	1,781,902
Program service fees	90,266	-	90,266
Interest and earnings	123,832	-	123,832
	<u>3,786,567</u>	<u>1,494,359</u>	<u>5,280,926</u>
Net assets released from restriction	<u>1,881,718</u>	<u>(1,881,718)</u>	<u>-</u>
TOTAL REVENUE AND SUPPORT	<u>5,668,285</u>	<u>(387,359)</u>	<u>5,280,926</u>
EXPENSES:			
Program	2,520,830	-	2,520,830
General and administrative	742,470	-	742,470
Fundraising	205,048	-	205,048
	<u>3,468,348</u>	<u>-</u>	<u>3,468,348</u>
TOTAL EXPENSES	<u>3,468,348</u>	<u>-</u>	<u>3,468,348</u>
CHANGE IN NET ASSETS	<u>2,199,937</u>	<u>(387,359)</u>	<u>1,812,578</u>
NET ASSETS, beginning of year	<u>2,562,682</u>	<u>3,245,395</u>	<u>5,808,077</u>
NET ASSETS, end of year	<u>\$ 4,762,619</u>	<u>\$ 2,858,036</u>	<u>\$ 7,620,655</u>

See Notes to Consolidated Financial Statements

Accessible Transportation Strategic Plan Implementation: \$1,400,000 (On-going)

The Accessible Transportation Strategic (ATS) Plan defines how Contra Costa will improve transportation options for older adults, persons with disabilities, and veterans. The ATS Plan was collaboratively developed over several years in consultation with elected officials, non-profit based advocates, users of the system, and planning/operations staff. This effort was jointly conducted by the Contra Costa Transportation Authority (CCTA) and Contra Costa County with oversight provided by a Policy Advisory Committee (PAC) and Technical Advisory Committee. The Board of Supervisors approved the ATS Plan on March 9, 2021 as did CCTA shortly thereafter.

At the August 4, 2021 Measure X Community Advisory Board (MXCAB) County staff presented the recommendations of the ATS Plan and requested funding to begin implementation. The activities presented to the MXCAB for potential implementation were derived directly from the ATS Plan and include:

- **Establishment of a Coordinating Entity** that will be responsible for short- and long-term implementation of accessible transportation strategies including the identification of a new, on-going funding source to support continuing operations.
- **One Call/One Click Operations Center.** Countywide, centralized phone and internet resource for all modes of transportation serving target populations. Assisting callers in making travel plans based on their abilities.
- **User-side Subsidies** for low-income populations for whom existing fares represent a barrier to access.
- **Expansion and Enhancement of One Seat Ride Pilot Program** allowing paratransit riders to travel throughout the county (and possibly outside the county) without having to transfer between paratransit vehicles.

The funding request is for \$1.4 million for on-going ATS implementation activities. Staff made the MXCAB aware that on-going funding will be needed for 5 years (+/-) until stable funding is identified by the Task Force/Coordinating Entity. The level of subsequent year funding is not yet determined although is likely to be more as institutional capacity to perform implementation tasks is developed.

Consistent with the recommendations of ATS Plan, the details and timing of implementation activities will be governed by a newly formed Task Force (another recommendation of the ATS Plan) which had its first meeting on October 21, 2021. The Task Force has a similar composition to the PAC with elected officials, advocates, users of the system, etc. Given this adopted oversight/implementation system, the County should hold these funds in trust until an approved request from the ATS Plan Task Force is received.

Recommendation:

The County Administrator's recommendation is that the plan be fully funded with an on-going annual allocation of \$1,400,000.

Master Plan for Aging/Local Community Based Aging Services: \$250,000 (One-time) and \$2,000,000 (On-going)

An Executive Order issued by Governor Gavin Newsom in June 2019 set in motion an unprecedented undertaking that elevates the health and promotes equitable aging for all Californians. The Master Plan for Aging (MPA) is a 10-year blueprint to prepare for the rapidly graying California and to continue the state's leadership in aging, disability, and equity through five bold goals around housing, health, caregiving, affordable aging, and equity and inclusion. On June 24, 2021, more than 150 stakeholders representing public, private, nonprofit, elected office, and communities in Contra Costa participated in a forum that identified 15 local MPA priorities. We are requesting funding totaling \$2.25 million to:

1. Support a one-year planning process to set the groundwork for the local implementation of the MPA (cost \$250,000 one-time).
2. Provide direct support to community-based organizations to engage in capacity building work and implement priority initiatives to position Contra Costa to have a viable and sustainable path forward for its aging and differently abled residents (cost \$2 million on-going).

Contra Costa Master Plan for Aging Local Playbook Development and Infrastructure Projects

Contra Costa needs to develop a plan to implement the MPA locally. With Measure X funding support, Contra Costa can develop an MPA Local Playbook that identifies short and long-range strategies, priorities, tactics, action steps, and metrics to implement the critical areas of need identified locally. The organizing principle of the Local Playbook centers on equity, inclusion, and intersectionality. Funding in the amount of \$250,000 will be used to develop the Local Playbook and implement projects to reinforce the building blocks to achieve the long-term goals of the MPA. This project will be coordinated and implemented by the Employment & Human Service Department's (EHSD) Area Agency on Aging (AAA) division.

- Retain a consultant to facilitate stakeholder discussions and develop the Local Playbook, which includes having a web presence in the EHSD AAA website with a data dashboard and information clearinghouse to communicate progress towards the local MPA goals.
- Raise awareness about anti-ageism, anti-ableism, and caregiving by launching awareness campaigns and produce collateral materials.
- Coordinate community engagement events, in person or virtual, targeting local service providers, community members, and policymakers to identify, vet, prioritize, and fund projects and initiatives that can deliver clear and impactful results.
- Engage and encourage cities and communities to attain the World Health Organization Age-Friendly designation by providing technical support in establishing a process to create a livable community for all ages and stages.

Provide Capacity Building Support to Community Based Organizations

Building the capacity of Contra Costa's service provider network is critical to meeting the challenges of a rapidly aging and increasingly diversifying older adult and differently abled populations. Opportunities also exist for social services programs to take part in the re-imagining of health care envisioned in the MPA, as the value of the supports they provide are now recognized as instrumental in lowering medical costs, promoting person-centered approaches, and improving outcomes. An investment of \$2 million that will go directly to community-based organizations to support the following strategies:

- Providing organizational development trainings and technical assistance to aging and disability service providers to build their business acumen, develop innovative solutions, and learn strategies to become more data driven, evidence informed, person-centered, and equity focused organizations.
- Creating new lines of services or modernizing current offerings to deliver programs with the highest chance of success in addressing issues of accessibility, affordability, and efficacy.
- Funding direct services identified as fundamental in advancing organizational capacity building efforts. Support may be provided for the following service areas:
 - Accessible and affordable transportation
 - Community-based senior care management, systems navigation, and outreach
 - Family caregiver supports
 - Home delivered meals and other home/community delivered support services
 - Home modification and adaptive devices
 - Legal support for low-income seniors both in community and congregate living settings
 - Workforce development

Recommendation:

The County Administrator's recommendation is to fund the first-year planning at \$250,000, a first-year allocation of \$1,000,000 beginning April 1, 2022, and reserve \$2,000,000 for annual on-going funding beginning July 1, 2023.

Fire Services: \$18,800,000 (One-time), \$10,000,000 (First-year), and \$13,500,000 (On-going)

Reopening and Staffing Fire Stations

Currently East County Fire/Station 54– Build/Reopen and Staff Fire Station (via annexation)

Fire Station 54, located in downtown Brentwood (739 1st Street), has been closed since 2014 as a result of funding constraints and the aging facility being functionally obsolete and unsafe for occupancy. The reopening of this station would restore fire, EMS, and rescue services to a large area of Brentwood as well as supporting the surrounding communities. Funds are needed to demolish the abandoned fire station, design, and rebuild a new fire station on the existing site, procure the necessary fire apparatus for the station, and then transition to support on-going operational and staffing costs into the future.

The station will be staffed by three personnel per shift, with one of these being a paramedic, enhancing emergency medical response capability to the level of advanced life support. Response times would be significantly reduced within Brentwood and the ability to provide the minimum number of firefighters at the scene of a structure fire would be improved. While the annexation with the Contra Costa County Fire Protection District will provide the reopening of two stations within the Brentwood and Oakley areas (Stations 51 and 55 respectively), this third station (Station 54) requires Measure X funds to become a reality for construction and staffing.

Ongoing funding would support salaries and benefits for the personnel assigned to the station, as well as providing for overtime staffing costs, facility operations and utilities, supplies, equipment, and consideration for future apparatus replacement. Station 54, along with Stations 51 and Station 55 to be staffed as part of the annexation, would eliminate the current fire service deficiencies in the East Contra Costa Fire District response area.

Funding of \$12.2 million one-time and \$3.5 million annually recurring:

- Demolition of existing building (\$1 million estimate)
- Design, construction of new fire station (\$10 million estimate)
- Purchase of one Type 1 Engine and one wildland engine (\$1.2 million estimate)
- Normal ongoing operations, staffing, apparatus and equipment replacement (\$3.5 million)

Currently East County Fire/Station 51– Construction of Fire Station 51 (via annexation)

Fire Station 51, located at the corner of Empire Avenue and Amber Lane in Brentwood, is needed to provide appropriate coverage and capacity for fire, EMS, and rescue services within the City of Brentwood and to support surrounding communities. The City of Brentwood and East Contra Costa Fire District have been working collaboratively for several years on this project. Currently this fire station is in the design phase and with dedicated funding can begin construction in FY 2022/2023. The fire station would provide for the housing and operations of a typical station, as well as additional capacity for fire prevention and other administrative public facing services. The administrative capacity of the facility would provide a more convenient and decentralized service ability and reduce the need for contractors or members of the public to travel from east county areas to the Contra Costa County Fire Protection District headquarters in Concord for new construction plan review, permit applications, and other associated services.

The City of Brentwood has committed \$7 million through development impact fees to support the project, and there is a possibility of \$1 million to \$3 million in federal earmark funding. The total cost of design and construction is estimated at \$15 million, based on Contra Costa County Fire Protection District's experience with constructing fire stations in the past few years.

The staffing and operational costs for Fire Station 51 will be supported through the annexation and were incorporated into the annexation feasibility and fiscal analysis. Measure X funds are not needed to support staffing and on-going operational costs. Personnel and apparatus can be temporarily housed and operated out of Fire Station 52 until Fire Station 51 is constructed.

Funding of \$5 million one-time to support the construction of Fire Station 51.

Contra Costa County Fire – Purchase Apparatus and Staff Fire Station 81

Adequate staffing for fire, EMS, and rescue services throughout the Contra Costa County Fire Protection District ("Con Fire") remains below acceptable levels. Con Fire has two remaining stations closed as a result of the Great Recession. Fire Station 4 in unincorporated Walnut Creek (700 Hawthorne Drive) is planned to be reopened with the district's FY 2022-23 budget. The second station, Fire Station 12 (1240 Shell Avenue) in unincorporated Martinez, is located very close to Fire Station 14 (521 Jones Street) in downtown Martinez. The call volume for Fire Station 12 does not support reopening this station, as fire station 14 can handle the call volume in this area.

The area served by Station 81 in downtown Antioch (315 West Tenth Street) is underserved and impacted by very high call volume. Data provided by planning and deployment software consistently identifies the next available resource to be staffed should be a second unit at Station 81 to serve downtown Antioch and the surrounding communities. Fire station 81 does not require any facility upgrades or construction to accommodate this project. Funding requested will be used to procure the necessary apparatus (\$1.6 million in FY 2021-22) and then on-going funding (\$3.5 million) would support salaries and benefits for the additional personnel assigned to the station, as well as providing for overtime staffing costs, facility operations and utilities, supplies, equipment, and consideration for future apparatus replacement. Expanding this station will ensure a restoration of needed fire, EMS, and rescue capacity in one of the busiest and underserved communities, while also providing operational support for the entirety of the district's eastern service areas of Antioch, Pittsburg, Oakley, and Bay Point beginning in FY 2022-23.

Funding of \$1.6 million one-time and \$3.5 million annually recurring:

- Procurement of one (1) ladder truck \$1.6 million)
- Normal ongoing operations, staffing, apparatus and equipment replacement (\$3.5 million)

Pinole Fire Department/Reopen Fire Station 74 (alternative consolidation - contract with Con Fire)

Fire Station 74 (3700 Pinole Valley Road, Pinole) is the last remaining closed fire station in the cooperative "Battalion 7" service area of West County. Emergency response activity in Battalion 7 is currently served by the combined efforts of the Contra Costa County Fire Protection District (3 units), Rodeo-Hercules Fire Protection District (2 units), and the City of Pinole Fire Department (1 unit) through a written automatic aid agreement. Through discussions with the Pinole Fire Chief, City Manager, and with support from the City Council, the City of Pinole is interested in contracting with Con Fire for fire services. Services provided by Con Fire would be through a contract for services.

Proposed funds of \$2 million annually would bridge the funding gap to provide ongoing financial support to reopen Fire Station 74 and operate both fire stations, Fire Station 73 (880 Tennent Avenue) and Fire Station 74, within the City of Pinole. Fire Station 74 would be staffed by three personnel on each shift, with at least one of those being a paramedic to provide advanced life support emergency medical service. The continued consolidation of the Battalion 7 service area is important to provide consistent fire, EMS, and rescue services in what is now an imperfect model of three separate agencies serving a large population of West County. Funding from Measure X would ensure the currently underserved communities in and around Pinole would benefit from more stable staffing and levels of emergency services provided by Con Fire through a contract for service.

Funding of \$2 million annually recurring:

- Funding to allow the Contra Costa County Fire Protection District to provide for fire services to staff and operate Fire Station 73 and reopen and staff Fire Station 74. Agreement to contract for services would be required for funding to be made available.)

Fire/Wildland Mitigation Fuel Reduction:

Contra Costa County Fire (hand crew program)

The wildland fire risk and threat are real and apparent throughout Contra Costa County and directly impacts multiple communities. An annual allocation of \$2.5 million would provide funding for the staffing and equipment necessary to provide a year-round hand crew program consisting of 14 personnel 7 days per week from May through October and 14 personnel 5 days per week from November through April.

This funding will provide personnel and equipment necessary to conduct fuel reduction programs, hazard abatement work, roadway clearance for evacuation routes, brush removal, prescribed burns, and other related fuel mitigation work during non-peak fire season (fall/winter). The crew would be assigned to work projects daily with some projects being single day commitments and others being large scale projects spanning several weeks or longer. The crew would likely engage on projects that included the cooperation and combined efforts of city and county public works agencies, who themselves would not be able to carry out and complete the work without the assistance of the Con Fire hand crew. Early efforts and pilot projects with city and County public works departments have yielded success on small projects throughout the County.

The project work would not be limited to the Contra Costa County Fire service area and would be performed where needed within the County, with priority to those projects in high and very high fire hazard severity zones.

Additionally, this funding would permit the use of the hand crew as a primary fire response asset to the entire County during the peak fire season to assist in fire suppression and wildland fire mitigation efforts. As a unique resource within our County, the hand crew can provide valuable support to wildfire response and mitigation efforts often leading to reduced commitment times of engine companies on vegetation fire responses. The staffing of this hand crew on a year-round basis will position the District to better take advantage of and leverage potential fuel reduction grant funds.

Contra Costa County Fire (fuels reduction projects)

There is a need for continuous work in reducing the risk of wildfire throughout Contra Costa County. An annual allocation of \$2 million would provide funding for larger fuel reduction projects across the county, hiring of specialized contractors and consultants, forestry personnel, rental of specialized equipment, and other costs associated with completing larger, more complex projects. There are existing identified projects that were not selected to receive grant funding from the state and, therefore do not have the financial support to be completed. Funds from this program would be used to initiate and complete projects where no other source of funding is available.

In many grant-funded projects, only partial funding may be provided. Similar to projects such as the North Orinda Shaded Fuel Break and other CalFire coordinated projects, this funding would position the District well for leveraging other funds and grants available through CalFire and other state programs to provide complete funding or to maximize what funding is available.

Funds can be used to design and carry-out vegetation management programs for evacuation routes throughout the county and focusing larger projects to align with the high and very high fire hazard severity zones.

There is a potential for a portion of this funding to be used for individual property owner grants for low-income families to perform hazard abatement and provide defensible space on their properties. Such a program would continue the strong coordination and collaboration with other local groups such as the Diablo Fire Safe Council.

Funds for fuel reduction programs would be managed by Contra Costa County Fire but used for projects throughout the county, including in other jurisdictions such as the San Ramon Valley FPD, El Cerrito-Kensington FD, Moraga-Orinda FPD and others.

Recommendation:

The County Administrator's recommendation is to fully fund these important safety programs at a total one-time cost of \$18,800,000, a first year allocation of \$10,000,000, and annual allocation of \$13,500,000.

- Station 54– Build/Reopen and Staff Fire Station (via annexation) - \$12.2 million one-time and \$3.5 million annually
- Station 51– Construction of Fire Station 51 (via annexation) - \$5 million one-time
- Station 81 – Purchase Apparatus and Staff Fire Station - \$1.6 million one-time and \$3.5 million annually
- Pinole Fire Department/Reopen Fire Station 74 - \$2 million annually
- Contra Costa County Fire (hand crew program) - \$2.5 million annually
- Contra Costa County Fire (fuels reduction projects) - \$2 million annually

Unincorporated Patrol – Decreased Response Times: \$360,000 (One-time) and \$6,000,000 (On-going)

The Contra Costa County Office of the Sheriff is the largest law enforcement agency in the County, with over 1,100 sworn and professional civilian employees tasked with providing the highest level of service to our community. Staff are responsible for delivering emergency and law enforcement assistance to over 1.1 million citizens across a county that exceeds 715 square miles. Because of the considerable geographic expansion of its field operations responsibilities and the comparatively heavy urban populous that encompasses the County, the Office of the Sheriff has sizeable responsibilities that include unincorporated area policing, contract cities and special districts, and a wide-range of specialized divisions, units, and teams to respond to and address the ever-evolving needs of the community.

The Office of the Sheriff Patrol Division is responsible for managing four main station houses positioned at key locations across the five Supervisorial Districts of the County.

Bay Station	West County (Richmond)	Districts I & V
Muir Station	Central County (Martinez)	Districts IV & V
Delta Station	East County (Brentwood)	District III
Valley Station	Central County (Alamo)	District II, III, & IV

The operational throughput among these stationhouses is backed by managerial, supervisorial, and line personnel who are assigned to respond to calls for service, proactively prevent crime, address various quality of life issues, and attend community meetings to best dialogue and understand the needs of the given communities in their respective response areas.

One of the foremost challenges in service delivery continues to be related to staffing and its direct correlation to response times in effectively meeting the immediate needs of the community, especially in times of crisis. A five-year analysis of response to Priority 1 calls yielded an average response time of 14 minutes 21 seconds. Most national sources analyzing law enforcement response times cite approximately 10 minutes as an average response, with many municipal police departments averaging 5–6-minute response times for in-progress Priority 1 calls. Due to a stretched geographic span and limited staffing, the Office of the Sheriff has been comparatively challenged with lessening its 12-14-minute average response times for Priority 1 calls throughout the years.

The lowest income communities in Contra Costa County, representing the most underserved populations, are in North Richmond, Rodeo, Montalvin, Bay Point, Bethel Island, Byron and Saranap. Citizens in these areas largely report the same community concerns including homelessness, thefts, and extended response times of the police. By adding additional deputies designated to serve marginalized and vulnerable citizens in the most underserved areas, the quality-of-life concerns can be addressed. Additional units serving in the communities will also decrease response times.

Furthermore, integrating detectives directly within the stationhouses will allow the detectives easier access to community members who have been victimized. Detectives assigned to stationhouses will also increase communication between patrol deputies and investigative personnel, leading to holistic action plans to prevent crime and address community needs.

Finally, the need for supervisors to be located at the work sites and immediately available to those they supervise is a principal component to ensuring proper oversight and efficient workflow. Direct supervision at the field level is clearly crucial for heightened Patrol operations' service delivery. The sergeant currently assigned to a given shift is frequently unable to provide in-person visible supervision in the field due to supplementary responsibilities at the stationhouse, for example, administrative scheduling and reviewing reports. Assigning dual-role administrative supervisory positions to each of the four stationhouses and at the main divisional headquarters of the Investigation Division would allow the field sergeants to be deployed properly back out in the field to directly supervise their subordinate personnel.

On July 7, 2021, the Office of the Sheriff presented recommendations of additional patrol deputies, detectives, and sergeants to the Measure X Community Advisory Board. The additional positions included:

- Additional beat car assigned to the following areas with 24/7 coverage: Montalvin Manor, Rodeo/Crockett, Saranap, Bay Point, and Byron. This equates to 25 deputy FTE positions.
- Four detectives (deputy sheriff FTE positions), one assigned to each stationhouse.
- Five sergeant FTE positions, one assigned to each stationhouse for administrative oversight, and one assigned to directly supervise the four stationhouse detectives.

Deccan LiveMUM

The LiveMUM (Live Move-Up Module) from Deccan International is a real-time, dynamic software application that provides coverage monitoring, alerting, and recommendations for the closest patrol unit to respond to an incident. The system provides emergency dispatchers with automated, optimal recommendations while simultaneously allowing them to continuously monitor and identify gaps in coverage.

LiveMUM tracks each patrol unit's status, location, and incident assignment. This allows the program to instantaneously recommend optimal and practical unit relocations that reflect the department's custom coverage policies. All patrol units are currently equipped with Getac mobile data computers with GPS capabilities to integrate with the LiveMUM system.

On July 7, 2021, the Office of the Sheriff presented a recommendation to implement the Deccan LiveMUM project to the Measure X Community Advisory Board. The LiveMUM system provides the following benefits:

- Decreased response times by dispatching the geographically closest unit
- Improves situational awareness for Dispatch and Patrol staff
- Allows for customization to follow coverage policies of the Office of the Sheriff
- Integrates seamlessly with CAD
- Provides immediate alerts regarding coverage gaps

The Sheriff's request included \$360,000 in one-time funding and \$10,501,000 in on-going funding. The Deccan LiveMUM system has a one-time cost of \$360,000 for implementation and integration with current equipment and policies and an annual ongoing cost of \$140,000. The Sheriff also requested 34 additional sworn staff for unincorporated patrol, which included 29 deputy sheriff and 5 sergeant

positions. The annual cost of each deputy sheriff and sergeant position is \$298,800 and \$339,200, respectively. The annual ongoing costs for the additional positions at this staffing level is \$10,361,000.

Recommendation:

The County Administrator's is recommending funding the initial set-up (\$360,000) and on-going costs (\$140,000) for the Deccan LiveMUM system. Also recommended is funding for approximately 15 deputy sheriff and 4 sergeant positions (\$5,860,000). The total on-going allocation is recommended at \$6,000,000 to provide decreased response times to critical incidents in the unincorporated County.

Body-worn Camera and In-Car Cameras – Sworn Staff: \$720,000 (One-time) and \$1,841,000 (On-going)

The Contra Costa County Office of the Sheriff seeks funding for outfitting its sworn staff with body-worn cameras and patrol vehicles with in-car cameras. The Office has sought funding from both County general funds and alternate funding streams but has not received funding for the department-wide deployment of cameras thus far.

As outlined in the Police Executive Research Forum, “Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Furthermore, departments that are already deploying body-worn cameras tell us that the presence of cameras often improves the performance of officers as well as the conduct of the community members who are recorded. This is an important advance in policing. And when officers or members of the public break the law or behave badly, body-worn cameras can create a public record that allows the entire community to see what really happened.”

A department-wide body-worn and in-car camera infrastructure is one of the best systems to help bridge community-to-law enforcement relations and build and maintain trust with the citizens we serve.

Over the past eight years, the Office of the Sheriff has been actively compiling data on the employment of body-worn cameras and has attempted to develop related best practice methodologies in anticipation of the prospective full implementation of such systems. Foundational policy creation and application, comprehensive training procedures, infrastructure capability and fortitude, viable funding stream acquisition, and specific vendor identification were all components of the inquiry.

On November 6, 2014, Office of the Sheriff Policy and Procedures Manual Section 1.06.82 – Mobile Audio Video & Body Worn Camera was enacted. The policy outlined departmental standards for the proper deployment of body-worn and in-car cameras during the performance of deputy sheriffs’ duties.

On December 22, 2014, the Office of the Sheriff Custody Services Bureau, in conjunction with the Support Services Bureau – Technical Services Division, implemented a pilot program to use body-worn cameras in a custodial setting. The purpose of the six-month program was to ultimately determine the efficiency, effectiveness, and overall viability of expanding body-worn cameras throughout the department.

Citizen complaints and use of force incidents were measured and compared during this program. Data collected also included cost analysis, recommended storage requirements, and the effect of cameras on the volume or legitimacy of citizen or inmate complaints, especially those related to use of force encounters or conduct-related issues. During the pilot, complaints, and internal affairs referrals by citizens against deputies notably decreased.

Since this program, a more robust policy has been established, and two of the Office of the Sheriff’s contract cities have been using body-worn cameras with remarkable success. Additionally, the Office has analyzed the processing requirements needed in terms of public records act requests should body-worn and in-car cameras be implemented department-wide. Funding is also requested to up-staff the Professional Standards Unit, responsible for processing such public and legal requests.

On July 7, 2021, the Office of the Sheriff presented recommendations of the body-worn and in-car camera project to the Measure X Community Advisory Board. The goals of the project included:

- Provide a more transparent record of citizen encounters with law enforcement
- Accurately account for police-to-citizen contacts
- Audit video for employee adherence to policy and procedure
- Provide a training tool to assist deputies in improving their future responses to incidents
- Protect the public from police misconduct
- Protect deputies from unfounded allegations of misconduct
- Assist deputies with properly documenting a body-worn or in-car camera incident

Additional Professional Standards Division Personnel

The Planning and Research Unit of the Office of the Sheriff Professional Standards Division is a small unit comprised of a Sheriff's Specialist and a Special Assistant to the Sheriff. In addition to maintaining the Policy and Procedures Manual, this unit is the Office's liaison for juvenile justice, the Department of Motor Vehicles, the State Legislature, the California State Sheriffs' Association, the District Attorney, the Public Defender, and County Counsel's Offices. Furthermore, the unit handles Public Records Requests, U-Visa applications, and many other administrative functions. Moreover, the Planning and Research Unit processes records for lawsuits and Pitchess Motions.

With the significant rise in requests received by the Office pursuant to the California Public Records Act (PRA), the small unit processes approximately 200 requests per year, not including lawsuits and Pitchess Motions. The implementation of a body-worn camera and in-car camera program will add a significant volume of video footage. Adding additional technologies will undoubtedly and exponentially increase the already heavy workload of the unit. If the PRA mandates are to be honored and the timelines met, additional staffing will absolutely be necessary.

The unit should be bolstered to include two additional Sheriff's Specialists who can be trained in the legal mandates of PRA law, the review of confidential media for legal release content data and be able to navigate highly specialized software used to redact a variety of media. The unit should also include a Sheriff's Director who can adequately supervise the Specialists and provide training on all the aforementioned items, review the finished product prior to receiving PRA release approval, in addition to coordinating with County Counsel, Office of the Sheriff command staff and managers, the County Administrator's Office, other County agencies, and outside law enforcement agencies. Additionally, the Director will need to keep abreast of both current and suggested legal changes and challenges to PRA law, so the unit stays prepared and within legal parameters.

On July 7, 2021, the Office of the Sheriff presented recommendations of additional professional staff to support the body-worn and in-car camera project to the Measure X Community Advisory Board. The additional positions included:

- One Sheriff's Director FTE - responsible for planning, organizing, coordinating, and managing the operation of the Planning and Research Unit.
- Two Sheriff's Specialist FTE – responsible for gathering and analyzing data, preparing data and reports, and completing the tasks assigned to the Planning and Research Unit.

The initial one-time cost to purchase equipment, including 700 body-worn cameras, 160 front-facing vehicle cameras, and 160 rear-facing vehicle cameras, is approximately \$720,000. Annual costs of \$1,300,000 include software components and training and support. The software components include licensing, storage, redaction studio, sharing, and multicamera playback. Training, technical support, and warranties are essential for the continued use of the equipment.

The annual cost to add three additional professional positions to the Professional Standards Division Planning and Research Unit is \$540,000. The cost for one Sheriff's Director position is \$219,000 annually, and the cost for each Sheriff's Specialist position is \$161,000. Failure to include additional positions to support the body-worn camera and in-car camera project will result in major delays responding to the ever-increasing Public Record Requests.

Recommendation:

The County Administrator's recommendation is to fully fund the one-time allocation of \$720,000 and annual on-going allocation of \$1,841,000.

Climate Sustainability – Sustainability Trust Public Works Projects: \$3,000,000 (On-going)

In September 2020, the Contra Costa County Board of Supervisors adopted a resolution declaring a climate emergency in Contra Costa County. Included in the resolution was the requirement to implement action items to address the climate crisis and calls on local and regional partners to join together to address climate change. The resolution also called for the establishment of an interdepartmental Climate Action Task Force (“Task Force”) to focus on “urgently implementing the County’s *Climate Action Plan*.”

As a result of subsequent Climate Action Task Force meetings, the proposal for a Sustainability Fund was identified. An annual allocation of \$3 million would be used for sustainability efforts throughout the County. The Sustainability Committee and the Board of Supervisors are supportive of establishing the Sustainability Fund. Staff asks that Measure X funds be considered to fund the proposed Sustainability Fund on an annual basis. Staff also recommends that the Sustainability Fund be included as part of the annual County budget, working with the County Administrator’s Office (CAO) prioritizing projects each year. The focus of this funding would remain on improvements to County facilities infrastructure and operations to reduce Greenhouse Gas (GHG) emissions and meet the County’s *Climate Action Plan* goals and initiatives.

Human activity, including activities associated with County operations, is a contributor to GHG emissions that leads to climate change. Impacts of climate change—such as increased death, disease and injury from heat waves, floods, storms, and fires; decreased food quality and security; and increased morbidity and mortality—associated with air pollution, are predicted to impact public health, and disproportionately affect those who are socially and economically disadvantaged.

The *Contra Costa County Climate Action Plan* identifies how the County will achieve the AB32 GHG emissions reduction targets in addition to supporting other public health, energy efficiency, water conservation, and air quality goals identified in the County’s *General Plan* and other policy documents. The proposed Sustainability Fund is crucial to fund the necessary improvements to our County facilities.

Public Works would administer the fund in close coordination with the CAO and input from the Climate Action Task Force. In addition, these funds will be leveraged with other funding sources such as grants to further extend the funds available for sustainability efforts countywide.

Staff recommends that the initial focus of the Sustainability Fund would be to implement electric vehicle (EV) charging stations as identified in the report presented to the Board of Supervisors on October 19, 2021 (see Attachment A – Initial Project List – EV Chargers and Energy Reduction Projects). This initial EV Charger Project list is estimated at \$3 million and would be implemented over the next 18-24 months.

Subsequent year’s projects are identified in the *Distributed Energy Resource Plan* adopted by the Board of Supervisors (see Attachment B – Distributed Energy Resource Plan June 10, 2018 BOS). Projects would focus on County buildings and operations that would include renewable energy (solar), energy storage systems, energy reduction projects, additional electric vehicle chargers, and converting the County’s fleet vehicles and equipment to electric.

Staff has identified several possible projects to be completed after the EV Charger Project (see Attachment A page 2 - Energy Reduction Projects) and would prioritize those projects working with the CAO, should

annual recurring funds be available for the Sustainability Fund. In addition to the projects listed in Attachment A & B, staff has been working to identify solar/energy storage resiliency opportunities, such as at County libraries or other County buildings that have public access.

Recommendation:

The County Administrator's recommendation is that the program be funded with an on-going annual allocation of \$2,500,000. In order to fund the Climate Equity and Resilience Investment in Conservation and Development at \$500,000, the Public Works projects will need to be scaled within \$2,500,000 per year.

Proposed EV Charger Locations

ATTACHMENT A

Address	City	Department(s)	Approx. # of County Fleet/Pool Light Vehicles	Proposed New EV Chargers	Cost Estimate	Potential MCE Rebate	Potential Net Cost	Existing Conduit In Place - Parking area to electrical room	Type of Solar System - Roof, Carport, or Both	Cumulative Total
50 Douglas Dr	Martinez	Health, Probation, Child Support	34	10	150,000	(30,000)	120,000	Yes	Both	\$150,000
30 Muir Rd	Martinez	DCD	12	8	120,000	(24,000)	96,000	No	Both	270,000
255 Glacier	Martinez	Public Works	11	4	60,000	(12,000)	48,000	Yes	Carport	330,000
4549 Delta Fair	Antioch	Child Support, Probation	10	8	156,600	(24,000)	132,600	No	Roof	486,600
4545 Delta Fair	Antioch	EHSD	10	8	120,000	(24,000)	96,000	Yes	Carport	806,600
595/597 Center	Martinez	Health	6	13	130,000	(39,000)	91,000	Yes	Both	736,600
2530 Arnold	Martinez	Assessor, Health, Sheriff, Tax, Risk	6	6	90,000	(18,000)	72,000	No	Ground	826,600
2475 Waterbird Way	Martinez	Public Works	4	2	120,000	(6,000)	114,000	No	Roof	946,600
1960 Muir	Martinez	Sheriff	4	6	120,000	(18,000)	102,000	Yes	Carport	1,066,600
202 Glacier Dr	Martinez	Probation	4	4	100,000	(12,000)	88,000	Yes	Carport	1,166,600
151 Linus Pauling	Hercules	Sup. Glover, EHSD	3	4	60,000	(12,000)	48,000	Yes	Carport	1,226,600
5555 Giant Hwy	Richmond	Sheriff	3	2	130,000	(6,000)	124,000	No	Both	1,356,600
4491 Bixler Rd	Byron	Probation	3	4	75,000	(12,000)	63,000	No	Both	1,431,600
1305 MacDonald Ave	Richmond	EHSD	2	8	120,000	(24,000)	96,000	No	Roof	1,551,600
12000 Marsh Creek Rd	Clayton	Sheriff	2	2	70,000	(6,000)	64,000	No	Roof	1,621,600
4800 Imhoff Place	Martinez	Animal Services	1	2	120,000	(6,000)	114,000	No	Roof	1,741,600
1650 Cavallo Rd	Antioch	EHSD		2	120,000	(6,000)	114,000	No	Roof	1,861,600
			Proposed Totals	93	\$1,861,600	(\$279,000)	1,582,600			
				Engineering	\$395,000					
					\$2,256,600					

No solar PV system

Will be deleted - Closing building

NOTE: This cost estimate does not include costs for permits, ADA, or electrical infrastructure such trenching, conduits, wiring, or electrical panel upgrades.

"Engineering" budget item is intended to evaluate and develop cost estimates for above items at each proposed building site.

Existing EV Charger Locations	Existing County Only EV Chargers	Existing Public EV Chargers		
255 Glacier	Martinez	Public Works	4	2
2467 Waterbird Way	Martinez	Public Works	4	
2366B Stanwell Circle	Concord	Public Works	2	
1126 Escobar (651 Pine)	Martinez	CAO, Human Resources	14	
1025 Escobar Street	Martinez	BOS	3	
2425 Bisso Lane	Concord	Health		2
501 Gateway Avenue	San Pablo	Health		2
13601 San Pablo Avenue	San Pablo	Health		6
1850 Muir Road	Martinez	Sheriff	8	2
	Total		35	14

Energy Reduction Project List

Square Feet	Facility	Retrofit \$	Cumulative \$	EUI*
115,091	2530 Arnold	\$538,614		9.30
92,024	50 Douglas	\$430,663	\$969,276	10.70
42,736	595 Center	\$200,000	\$1,169,276	38.50
51,630	597 Center	\$241,623	\$1,410,899	12.60
47,440	1305 McDonald	\$222,014	\$1,632,914	9.90
52,800	4545 Delta Fair	\$247,098	\$1,880,012	14.30
92,394	4549 Delta Fair	\$432,396	\$2,312,409	11.20
41,295	151 Linus Pauling	\$193,256	\$2,505,665	3.4**
24,534	1650 Cavallo	\$114,817	\$2,620,481	21.30
34,554	40 Douglas	\$161,709	\$2,782,191	19.10
35,305	10 Douglas	\$165,224	\$2,947,414	9.30
629,803	TOTAL	\$2,947,414	TOTAL	

* Electricity Utilization Index - kWh/square feet/year

** low EUI reflects large carport solar



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 10, 2018

Subject: APPROVE the Distributed Energy Resource Plan for County facilities

RECOMMENDATION(S):

APPROVE the Distributed Energy Resource (DER) Plan prepared by Public Works, dated July 10, 2018, and DIRECT the Public Works Director, or designee, to proceed with solicitation of Request for Qualifications (RFQ) for the implementation of components of the DER Plan, Countywide.

FISCAL IMPACT:

DER program development costs including minor construction management and incidental construction costs are funded by California Solar Initiative (CSI) rebate funds which accrued to the County through the R-REP solar projects completed three years ago.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **07/10/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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: July 10, 2018

David Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Ramesh Kanzaria
925-957-2480

cc:

BACKGROUND:

Implementation of Distributed Energy Resources in County facilities is the most expedient, efficient and effective way to meet the statutory renewable energy goals and the carbon reduction requirements of SB350 (Clean Energy & Pollution Reduction Act) and the objectives of the County's Climate Action.

The California Energy Commission (CEC) defines DER as grid-connected distributed renewable energy systems, energy efficiency (EE), energy storage (ES), electric vehicles (EV), and demand response (DR) supported by a wide-ranging suite of policies adopted by the California Public Utilities Commission (CPUC).

Public Works staff in coordination with the Conservation and Development Department developed a draft DER plan which was presented to the Ad Hoc Committee on Sustainability and the Sustainability Commission. Input from the Committee and Commission resulted in the final DER Plan.

Public Works has initiated a significant amount of the ground work necessary to develop projects in the three primary DER categories as follows:

PV Systems – At its meeting on December 19, 2017, The Board of Supervisors authorized Public Works to enter into Interconnection Applications with PG&E for eleven County-owned facilities. These applications resulted from a CPUC decision specifically benefiting schools and municipalities through solar friendly rate conditions from PG&E for a ten-year period. Upon Board approval of the DER Plan, Public Works intends to issue an RFQ and select a solar developer(s) to finance and install these systems with a target completion date of FY18/19.

Energy Efficiency - PG&E offers a zero interest loan program where the loan payment is equal to or lessor than the savings resulting from the energy efficiency improvements. Known as on-bill financing (OBF), this program has evolved over the years to assure that the savings estimates are accurate and that savings persist through out the payment period. Several County-owned facilities have been identified that will benefit greatly from upgrades to the HVAC, controls and lighting systems. Upon Board approval of the DER Plan, Public Works intends to issue an RFQ and select a preferred Energy Service Company or companies to work with as partners on this project.

Electric Vehicle Charging - In response to increasing demand from County employees and to reach the goals and objectives of the Climate Action Plan (CAP), the County is pursuing the continued addition of Electric Vehicle Supply Equipment (EVSE) at selected facilities. County staff has determined that the most cost effective means of getting chargers installed in County-owned facilities is by participating in PG&E's Electric Vehicle Charge Network (EVCN) program. Under the EVCN program, PG&E pays for, maintains and coordinates all "make ready" infrastructure from their transformer to the each of 10 parking spaces at a County facility. PG&E also pays for a portion of the charge port equipment (which is purchased and installed by the County) through a rebate in an amount not to exceed the cost of the charge port and associated mounting hardware. Marin Clean Energy will contribute additional rebates, again with the limitation of not to exceed 100% of the cost of the EV charger. The County will incur only the cost of installing the EV charger and a small fraction of the cost of the EV

charger (typical full cost is \$4,000 per charge head).

These key DER programs involve a minimal amount of upfront funding by the County and provide years of sustained energy and cost savings, significant emissions reductions, increased comfort and safety for County employees and the public and result in significant capital improvements to County-owned buildings.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the DER plan will result in a lost opportunity to meet the requirements of the County's Climate Action Plan.

ATTACHMENTS

DER Plan July 10, 2018

DER Program Plan

Financing Options for Solar PV Projects

CCC PW DER Plan

July 10, 2018

Contra Costa County Distributed Energy Resources Plan

Background

At the Board of Supervisors Ad Hoc Committee on Sustainability meeting of January 22, 2018, Public Works was directed to provide additional information on the proposed Contra Costa County Distributed Energy Resources (DER) Plan. In response, this brief report provides a definition of DER and presents Public Works proposed goals and implementation strategies. Implementation of distributed energy resources in County facilities is a primary objective of the County's Climate Action Plan.

Distributed Energy Resources

The U.S. Department of Energy (DOE) has envisioned a resilient, secure, resource efficient and environmentally sustainable "Smart" electric utility grid. The Smart Grid relies on the internet of things (IoT)¹ and supports the integration of Distributed Energy Resources, defined by the California Energy Commission (CEC) as grid connected distributed renewable energy systems, energy efficiency (EE), energy storage (ES), electric vehicles (EV) and demand response (DR).

Prime examples of DER technologies include parking lot canopy solar PV systems, LED lighting and advanced building controls, battery storage systems, electric vehicle supply equipment (EVSE) to charge vehicles such as the Chevy Bolt and Nissan Leaf, and demand response systems that reduce building electrical load by relaxing cooling system set points, dimming lights and turning off unessential equipment at times when the utility grid is constrained.

Distributed Energy Resource Opportunities in Contra Costa County

Contra Costa County leaders have come to realize that implementing DER in County facilities is the best way to meet the energy-related objectives of the County's Climate Action Plan.

This DER Plan was prepared by Public Works with input from Capital Projects and Facilities staff.

Solar Photovoltaics (PV)

At its meeting on December 19, 2017, The Board of Supervisors authorized Public Works to enter into Interconnection Applications with PG&E for eleven County-owned facilities (see Figure 1 below). These applications are a result of a CPUC decision specifically targeting schools and municipalities by allowing new solar PV systems to reap the benefits of solar friendly PG&E rates for a ten-year period. Upon Board approval of the DER Plan, Public Works intends to issue an RFQ and select a solar developer(s) to finance and install these systems with a target completion date of FY18/19.

¹ The IoT is the interconnection via the Internet of computing devices embedded in everyday objects, enabling them to send and receive data.

Site	Energy Consumption (kWh/yr)	Annual Energy Cost (\$)	Est. PV Capacity (kWac)	Est. Annual PV Production (kWh)	Est. 1st Year PV Savings (\$)	Solar % of Load
1000 WARD ST	2,526,524	\$ 417,536	1,313	1,900,000	\$ 323,000	75%
30 DOUGLAS DR	2,034,165	\$ 309,944	842	1,200,000	\$ 192,000	59%
50 DOUGLAS DR	985,486	\$ 216,344	370	540,000	\$ 118,800	55%
30 MUIR RD	320,993	\$ 65,815	149	218,000	\$ 45,780	68%
1305 MACDONALD AVE	468,109	\$ 50,244	241	350,000	\$ 56,000	75%
4800 IMHOFF PL	315,606	\$ 48,325	184	265,000	\$ 42,400	84%
2935 PINOLE VALLEY RD	106,516	\$ 30,404	66	96,000	\$ 21,120	90%
597 Center	651,674	\$ 143,631	196	285,000	\$ 62,700	44%
2530 Arnold	1,067,935	\$ 210,914	462	676,000	\$ 135,200	63%
4545 Delta Fair	753,365	\$ 129,798	396	579,000	\$ 104,220	77%
4549 Delta Fair	429,169	\$ 92,394	198	290,000	\$ 62,350	68%
TOTALS	9,659,542	\$ 1,715,349	4,417	6,399,000	1,163,570	66%

Figure 1: Facilities with grandfathered Interconnection Agreements (IAs)

Energy Efficiency (EE)

PG&E offers a zero interest loan program where the monthly loan payment is equal to or lessor than the monthly savings resulting from the energy efficiency improvements. Known as on-bill financing (OBF), this program has evolved over the years to assure that savings estimates are accurate and that the savings will persist through the repayment period. Several County-owned facilities have been identified that will benefit greatly from upgrades to the HVAC, controls and lighting systems. Upon Board approval of the DER Plan, Public Works intends to issue an RFQ and select a preferred Energy Service Company or companies to work with as partners on this project.

Electric Vehicles (EV)

A recent survey (February, 2018) of County employees with 1221 respondents provided the following information:

1. 126 County employees currently own electric vehicles
2. 473 indicated that they are interested in purchasing a plug-in electric or hybrid vehicle
3. 880 (75 % of respondents) support the installation of EV chargers at the facility where they work
4. 763 (66 % of respondents) stated that they would be more likely to purchase an electric vehicle if there were EV chargers at the workplace

It appears that the most economical and timely method of installing EV chargers is PG&E’s *EV Charge Network Program* whereby PG&E designs and installs EV Charging infrastructure (minimum of ten chargers) at no cost to the building owner. PG&E also provides a 25% rebate for the EV charger units and MCE has a new program in place to pay for half of the remaining cost of the chargers via a rebate. The PG&E program requires the County to enter into both a ten year easement and a contractual agreement.

Initial facilities where there is sufficient demand and that can gain the greatest benefit from PG&E’s program include but are not limited to:

- 30 Muir
- 595/597 Center
- 4549 Delta Fair
- 50 Douglas

Public Works has also identified the California Environmental Protection Agency Air Resources Board (CARB) Low Carbon Fuel Standard (LCFS) incentive program as a source of ongoing revenue to offset the cost of ongoing EV charging network costs and to avail a lower price for electricity consumed by EV drivers that use County facilities.

Upon Board approval of the DER Plan, Public Works plans on seeking Board consent to submit applications and to enter into contracts with PG&E under the Electric Vehicle Charge Network Program and to participate in the CARB LCFS incentive program.

Energy Storage (ES)

Energy Storage is fast becoming an economic alternative used to firm intermittent renewable resources, increase the resiliency of critical buildings and to offer a means of reducing onerous demand charges embedded in electric utility rates. Public Works anticipates that one or more of the facilities with PV interconnection applications (see Figure 1) will be prime candidate sites for cost-effective energy storage system that can be financed under a power purchase or lease agreement in conjunction with PV.

Automated Demand Response (ADR)

The County is working with PG&E's third-party contractor to identify facilities that will benefit in reduced utility costs by participating in PG&E's ADR program. In addition to rate relief, PG&E's ADR program also provides rebates for hardware and no-cost technical support.

Public Work is still analyzing the value of ADR, focusing on the benefits versus the potential inconvenience and discomfort of County staff and visitors. Upon completion of this research, if the program has merit, Public Works will work with the appropriate Board sub-committees to gain input and direction.



Figure 2: Contra Costa County has established itself as a leader in DER as illustrated by this Google image showing a high penetration of PV parking lot canopy systems at an important municipal complex on the corner of Muir and Glacier in Martinez.

Public Works Department Distributed Energy Resources (DER) Plan July 10, 2018

Frank Di Massa
Energy Manager
Public Works
Capital Project Management
Division

Distributed Energy Resources (DER) Plan

- ❖ What is DER?
- ❖ Why DER Now?
- ❖ Distributed Energy Resources (DER) Plan
 - ❖ Solar PV
 - ❖ Energy Efficiency (EE)
 - ❖ Electric Vehicle Charging Equipment (EV)
 - ❖ Energy Storage (ES)
 - ❖ Automated Demand Response
- ❖ Board Recommendations



What is DER

❖ Distributed Energy Resources

The California Energy Commission (CEC) defines DER as grid-connected distributed renewable energy systems, energy efficiency (EE), energy storage (ES), electric vehicles (EV), and demand response (DR) supported by a wide-ranging suite of policies adopted by the California Public Utilities Commission (CPUC).

Why DER Now

Cost Effective – Great Incentives

- Solar PV is so affordable that “do-nothing” results in lost opportunity.
- Why pay PG&E when we can produce renewable energy on-site for significantly less?
- PG&E Zero interest on-bill financing for EE - \$4,000,000
 - PG&E/MCE support for EV infrastructure – pays for lion’s share of the cost

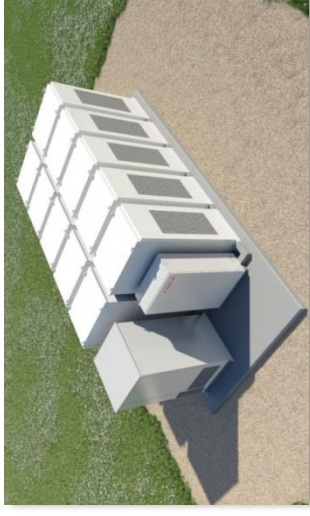
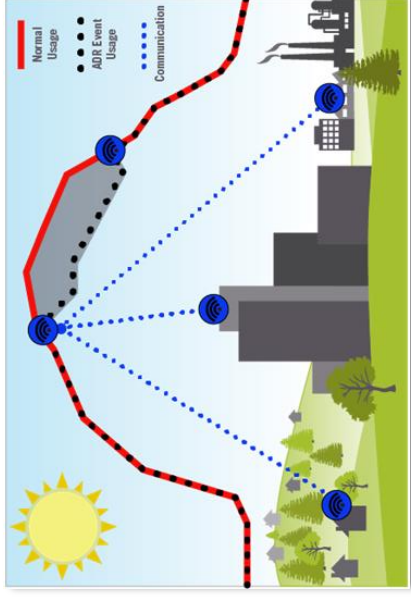
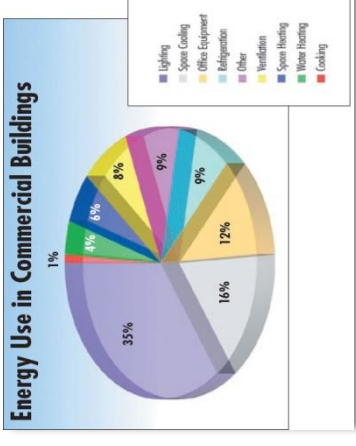
Benefits

- Electrification of transportation is going to require GW of new renewable energy
- On-site renewable energy production eliminates line losses associated with utility transmission and distribution
- Our DER program supports the development of the Smart Grid
- CCC becomes a leader and model for local government

Distributed Energy Resource Plan

❖ The DER Five Easy Pieces

1. Solar PV
2. Energy Efficiency
3. Electric Vehicle Infrastructure
4. Energy Storage
5. Automated Demand Response



Solar PV

- ❖ Public Works submitted 11 solar Photovoltaic interconnection applications to PG&E with grandfathered advantageous rate time periods
- ❖ RFQ for Statement of Qualifications ready for circulation upon Board of Supervisors direction
- ❖ Seeking financial arrangement with positive cash flow
- ❖ Solar developer will evaluate EV Chargers and Energy Storage

Energy Efficiency

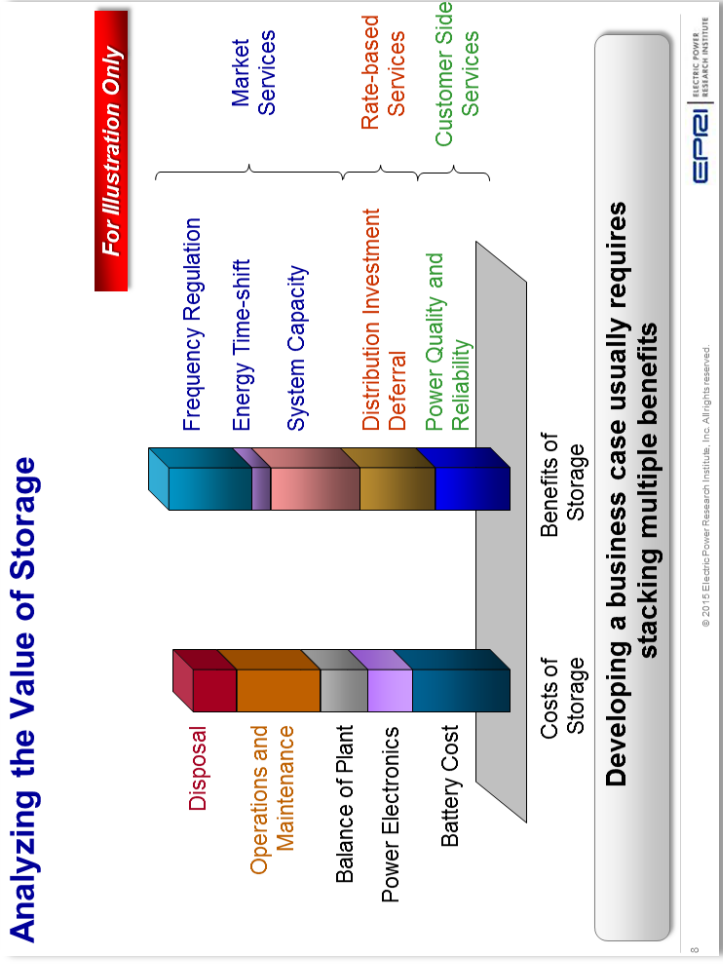
- ❖ PG&E On-Bill Financing (\$4,000,000)
 - ❖ Zero interest
 - ❖ Monthly payment amount equal or less than monthly savings
 - ❖ Payback period cannot exceed 10 years
- ❖ Allows for high value energy efficiency improvements/reduced maintenance
- ❖ Installed by Energy Service Companies (ESCOs)
 - ❖ ESCO provides performance guarantee
- ❖ RFQ for Statement of Qualifications ready for circulation upon Board of Supervisors direction

Electric Vehicle Charging

- ❖ County-wide employee EV survey issued on 2/14/18
 - ❖ Amazing results! Tremendous demand for EV Chargers throughout County
 - ❖ 76% (823 employees) would like chargers installed at their employee parking lot
 - ❖ 64% (711 employees) indicated that having a charger at work would increase the probability of purchasing an electric or plug-in hybrid electric vehicle
 - ❖ Currently have sixteen (16) Level-2 chargers
- ❖ PG&E EV Charge Network Program
 - ❖ PG&E pays for “make ready infrastructure”
 - ❖ PG&E provides 25% rebate on charger
 - ❖ MCE contributes 50% rebate on charger (MCE has allocated \$55k specifically for CCC)
 - ❖ County pays 25% of charger plus install, plus ongoing vendor fees
- ❖ CARB LCFS program – 10 cents/kWh or more for every kWh sent to EV chargers!

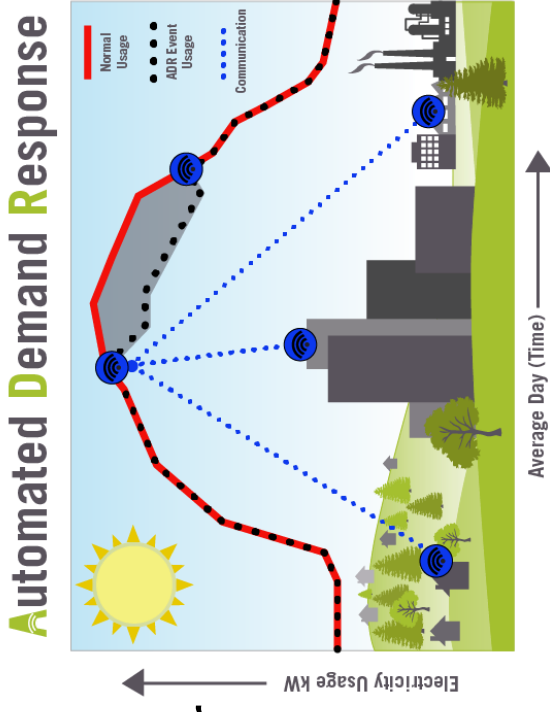
Energy Storage

- ❖ Significant incentives through SGIP program
- ❖ Strong legislative backing, cost declining
- ❖ Stacking Benefits
 - ❖ Demand reduction – peak shaving
 - ❖ TOU load shifting
 - ❖ Potential for grid edge benefits when aggregated
- ❖ Eventual replacement for back-up generators?



Automated Demand Response

- ❖ PG&E has incentives for ADR
 - ❖ We are currently working with PG&E 3rd party contractor
- ❖ Significant potential for demand reduction and savings
- ❖ Good experience pertaining to utility interactive programs





Contra Costa County
Public Works
Department

Requested Action by the Board of Supervisors

- Approval of DER Plan
- DIRECT the Public Work to proceed with solicitation of RFQs for the implementation of components of the DER Plan.
 - Solicitation to select solar PV developer
 - Solicitation to select Energy Service Company (ESCO)



Contra Costa County
Public Works
Department

THANK YOU

Distributed Energy Resource (DER) Program Details

Program Elements

- 1 Parking Lot Canopy, Ground Mount and Rooftop PV
- 2 Energy Efficiency
- 3 Electric Vehicle Charging Equipment
- 4 Energy Storage
- 5 Automated Demand Response

PV Systems	Energy Efficiency	EV Charging Infrastructure	Energy Storage	Automated Demand Response
<p>Objective : With approval from the Board, the Department of Public Works anticipates that approximately 5 MW of solar capacity will be installed in FY18/19 generating 6,000,000 to 7,000,000 kWh of clean renewable energy per year with an associated annual GHG reduction of well over 1,440 metric tons CO₂.</p> <p>Background: The Board of Supervisors authorized Public Works to enter into Interconnection Applications with PG&E for eleven County-owned facilities. Upon BOS approval of the DER Plan, Public Works will use the RFQ process to select a solar developer(s).</p> <p>Funding: The selected solar developer(s) will prepare proposals for the development of all or a subset of the 11 projects at no cost to the County. The proposals will be detailed and outline the cashflows and pros and cons of the financing options covered below.</p> <p>Board of Supervisor input and action required: The Board will initially be asked for guidance and approval of the DER Plan. After the pro-forma engineering and cost proposals are submitted by the solar developer and reviewed by Public Works, Finance, Real Estate and the CAOs office, the preferred proposal will be forwarded to the Board for approval and subsequently for approval for the design/build project. Throughout the process, Public Works will work with the appropriate subcommittees to seek guidance and keep the Board apprised at progress and issues of importance.</p>	<p>Objective: With approval from the Board, the Department of Public Works anticipates that a zero interest loan of approximately \$4,000,000 from PG&E, repayed through "on bill" guaranteed savings, will fund the installation of energy efficiency improvements operational in FY18/19. The improvements will be primarily lighting and HVAC systems and controls.</p> <p>Background: PG&E offers a zero interest loan program where the loan payment is equal to or lessor than the savings resulting from the energy efficiency improvements. Called on-bill financing (OBF), this program has evolved over the years to assure that the savings estimates are accurate and that savings persist throughout the payment period. Upon approval of the DER plan by the BOS, Public Works will use the RFQ process to select an Energy Service Company (ESCO).</p> <p>Funding: The selected ESCOs will prepare investment grade energy audits of selected County facilities. These proposals are full engineering specifications with precise costs and guaranteed savings specified. The PG&E zero interest OBF loan funds the complete process.</p> <p>Board of Supervisor input and action required: The Board will initially be asked for guidance and approval of the DER Plan. Then the Board will be asked for permission to contract with the selected ESCO, this will include several steps beginning with signing a Memorandum of Understanding pertaining to development of the investment grade audit (engineering design, specifications and cost and savings estimates). Then with Board approval, the County will enter into a design/build contract with the ESCO and the loan agreement with PG&E for the on-bill financing.</p> <p>Funding Options: Zero interest OBF is currently the best approach for energy efficiency projects. The California Energy Commission has a 1% loan for municipalities but the funds are limited and the queue is long. The selected ESCO will also be exploring the availability of other grant opportunities.</p>	<p>Objective: With approval from the Board, the Department of Public Works anticipates that the County will install 50 to 75 Level 2 EV chargers in FY18/19. Many of these chargers will be public facing and therefore usable by both the public and County employees.</p> <p>Background: A recent survey (February, 2018) of County employees with 1221 respondents provided the following information:</p> <ol style="list-style-type: none"> 1) 126 of the participating County employees currently own electric vehicles 2) 473 indicated that they are interested in purchasing a plug-in electric or hybrid vehicle 3) 880 (75 % of respondents) support the installation of EV chargers at the facility where they work 4) 763 (66 % of respondents) stated that they would be more likely to purchase an electric vehicle if there were EV chargers at the workplace <p>Funding: PG&E's EV Charge Network Program whereby PG&E designs and installs EV Charging infrastructure (minimum of ten chargers) at no cost to the building owner. PG&E also provides a 25% rebate for the EV charger units. The PG&E program requires the County to enter into both a ten year easement and a contractual agreement. MCE will provide an additional \$1,134/charger head reducing the County's cost to 1/4 of the hardware plus the installation of the unit.</p> <p>Board of Supervisor input and action required: The Board will initially be asked for guidance and approval of the DER Plan. The Board's consent will be requested to allow Public Works to sign an easement and a contractual agreement (Terms and Conditions Contract) for each of the participating County locations. The Board will also be asked to authorize funding for hardware (minus the utility rebates), installation and the ongoing annual cost of EV charger network and billing services.</p>	<p>Objective: With approval from the Board, the Department of Public Works anticipates that one or more of the facilities with PV interconnection applications will be a candidate site for a cost-effective energy storage system that can be financed under a power purchase or lease agreement in conjunction with PV. In addition, Public Works has initiated a study to determine technical and economic feasibility of developing the County's first microgrid at the Douglas Complex.</p> <p>Background: Energy Storage is fast becoming an economic alternative for "firming" intermittent renewable resources, increasing the resiliency of critical buildings, and offering a means of reducing onerous demand charges embedded in electric utility rates.</p> <p>Funding: See PV Systems funding.</p>	<p>Objective: With approval from the Board, utilize PG&E's ADR incentive program to the extent possible. It is projected that the County could receive \$270,000 in rebates for hardware that will allow sixty-four (64) County facilities to participate in PG&E ADR programs.</p> <p>Background: In an effort to shed load during periods of capacity constraint PG&E has developed an ADR program. Rebates pay for controls hardware and system integration that allows load to be reduced in a County facility on demand.</p> <p>Funding: PG&E covers up to 100% of the cost of equipment and installation.</p> <p>Board of Supervisor input and action required: Public Work is still analyzing the value of ADR, focussing on the benefits versus the potential inconvenience and discomfort of County staff and visitors. Upon completion of the study, if the ADR program has merit, Public Works will present to the appropriate sub-committee(s).</p>
<p>Funding Options: Municipalities typically use one of three options and/or a combination of options to fund the solar PV projects as follows:</p> <p>A Power Purchase Agreement (PPA) requires no cash up-front, 20-25 year commitment and lease agreement, results in net reduction of costs cost of PG&E electricity plus solar electricity is significantly less than PG&E electricity alone</p> <p>A Tax Exempt Lease: Also called a TEML (tax exempt municipal lease), TELP (tax exempt lease purchase) and Muni Lease: a capital lease using the equipment or real property as collateral. The leases typically have a 3.5-4.0% all-in effective interest rate, and come with up to 20-year terms. Tax exempt leases are relatively easy to arrange, compared to bonds and COPs.</p> <p>Cash funding is allocated from the County's general fund, typically from reserves. Since cash reserves are built up from taxpayer funding or sale of assets, cash purchasing financial performance is identical to cash grants or GO bond funding.</p> <p>* A more detailed report on PV project financing is attached.</p>	<p>Funding Options: PG&E pays the lion's share of the costs by providing all of the "make ready" design and construction services. PG&E also pays for approximately 25% of the cost of the charge equipment. MCE pays for approximately 50% of the remaining cost of the charge equipment and the County will pay for the installation of the charge equipment and the ongoing EV charger network and billing services.</p>	<p>Funding Options: PG&E covers up to 100% of the cost of equipment and installation.</p> <p>Board of Supervisor input and action required: It is highly likely that the County's first storage project will be financed in conjunction with a solar PV project.</p>	<p>Funding Options: PG&E covers up to 100% of the cost of equipment and installation.</p> <p>Board of Supervisor input and action required: It is highly likely that the County's first storage project will be financed in conjunction with a solar PV project.</p>	<p>Funding Options: PG&E covers up to 100% of the cost of equipment and installation.</p> <p>Board of Supervisor input and action required: Public Work is still analyzing the value of ADR, focussing on the benefits versus the potential inconvenience and discomfort of County staff and visitors. Upon completion of the study, if the ADR program has merit, Public Works will present to the appropriate sub-committee(s).</p>

Financing Options for Solar PV Projects in the County

Background

At its meeting on December 19, 2017, the Board of Supervisors authorized Public Works to submit Interconnection Applications (IAs) to PG&E for eleven County-owned facilities with the intent of grandfathering advantageous time-of-use time periods for ten years (ending on December 31, 2027). The County successfully submitted eleven IAs, and the solar potential of these projects is shown in Figure 1.

Site	Energy Consumption (kWh/yr)	Annual Energy Cost (\$)	Est. PV Capacity (kWac)	Est. Annual PV Production (kWh)	Est. 1st Year PV Savings (\$)	Solar % of Load
1000 WARD ST	2,526,524	\$ 417,536	1,313	1,900,000	\$ 323,000	75%
30 DOUGLAS DR	2,034,165	\$ 309,944	842	1,200,000	\$ 192,000	59%
50 DOUGLAS DR	985,486	\$ 216,344	370	540,000	\$ 118,800	55%
30 MUIR RD	320,993	\$ 65,815	149	218,000	\$ 45,780	68%
1305 MACDONALD AVE	468,109	\$ 50,244	241	350,000	\$ 56,000	75%
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2935 PINOLE VALLEY RD	106,516	\$ 30,404	66	96,000	\$ 21,120	90%
597 Center	651,674	\$ 143,631	196	285,000	\$ 62,700	44%
2530 Arnold	1,067,935	\$ 210,914	462	676,000	\$ 135,200	63%
4545 Delta Fair	753,365	\$ 129,798	396	579,000	\$ 104,220	77%
4549 Delta Fair	429,169	\$ 92,394	198	290,000	\$ 62,350	68%
TOTALS	9,659,542	\$ 1,715,349	4,417	6,399,000	1,163,570	66%

Figure 1: Facilities with grandfathered Interconnection Agreements (IAs)

Financing Options

The three most common and successful financing options for PV projects such as those listed in Figure one are Cash, Power Purchase Agreement (PPA) and Tax Exempt Lease Purchase (TELP).

Cash

The simplest path to financing a solar project is to purchase the system directly. The problem is that the County is tax exempt and cannot directly benefit from any available federal tax incentives which when taken in total can offset up to 50% of the project cost. Never-the-less the benefits of a cash purchase include:

- Faster and more streamlined processing reduces the total time required for a solar installation, allowing you to begin benefiting from clean, solar electricity as quickly as possible
- Greater potential savings since you avoid third party expenses and interest rates
- Protection against rising utility rates
- Access to 100% of available non-tax related solar incentives.

In a cash purchase the responsibility of system operation and maintenance and performance monitoring is an additional contractual burden.

Power Purchase Agreement

A Power Purchase Agreement (PPA) is a financing arrangement that allows the County to purchase solar electricity with no upfront capital cost. To achieve this, the County provides unused rooftop, land, or parking lot space as a location for a solar installation. A third party PPA provider pays for the cost of the solar installation and assumes all responsibility for ownership, operation, and maintenance once the solar project is complete. As the host organization, the County enters into an agreement to purchase the electricity produced by the system owned by the PPA provider at a predetermined rate per kilowatt-hour, the same unit of measurement on your standard utility bill. A well-structured PPA allows you to reduce electricity costs immediately and realize increased savings over time as grid electricity prices rise. Once the PPA contract period expires (typically 15 - 20 years), you can purchase the system at a reduced price, initiate another PPA, or have the solar installation removed.

The benefits of the PPA include:

- No initial capital investment since you only pay for the solar electricity that is produced
- Fixed energy rates (a PPA provides a powerful hedge against volatile electricity prices)
- No responsibility for system operation or maintenance
- Benefit from solar tax credits and depreciation, even if your organization has no tax liability to offset. The PPA financier is able to monetize available tax incentives and pass these savings on to you in the form of a lower PPA rate

PPAs provide access to solar electricity without the burden of owning or operating solar equipment by transferring the initial project cost to a PPA provider. Entering into a PPA requires a detailed contract and thorough credit review. As a result, choosing a PPA will typically extend a project's timeline relative to other financing options.

Tax Exempt Lease Purchase (Ownership Model)

When properly structured, this type of financing makes it possible for public sector agencies to draw on dollars to be saved in future utility bills to pay for new, energy-efficient equipment and related services today.

In a tax-exempt lease-purchase agreement the public sector organization owns the assets. Interest rates are appreciably lower than those on a taxable commercial lease-purchase agreement because the interest paid is exempt from federal income tax for public sector organizations (current interest rate at around 3.75%). The financing terms for lease-purchase agreements may extend as long as 15 to 20 years and are limited by the useful life of the equipment. The lending agency also has the ability to "lock" a rate for up to six months, typically the length of time needed to finalize the project specifications.

The loan is secured by the solar PV equipment.

Many believe that this is the most economical and expeditious financing approach even though the Federal Investment Tax credit and accelerated depreciation are not utilized.

Climate Equity and Resilience Investment in Conservation and Development: \$500,000 (On-going)

The Department of Conservation and Development (DCD) has identified investments in sustainability planning staff that would advance Contra Costa County's commitment to addressing climate change. These investments will expand the County's impact on climate action and sustainability through an on-going investment of \$500,000/year to support additional staff in DCD. Additional staff are needed to support new community planning initiatives that will advance the County's progress and leadership on these issues. These staff will be housed in DCD.

This investment in DCD sustainability planning staff will allow the County to undertake the following.

- Take action to address Sea Level Rise. The County has data from the *Adapting to Rising Tides* studies of east and west Contra Costa County, the Vulnerability Assessment prepared for the on-going update to the *County's General Plan*, and other planning documents, including the preparation of a *Groundwater Sustainability Plan* for the East Contra Costa Groundwater Subbasin. Concurrently, State and Federal agencies – potential partners – are preparing planning documents the County may leverage to help our communities, infrastructure, and ecosystems thrive in the face of climate change. There is ample data outlining the threats to health, safety, and community well-being from sea level rise from the Bay to the Delta. Potential measures to improve resiliency are also being identified but must be implemented across jurisdictional lines on a multi-partner basis. We need additional staff for the County to lead work to address these challenges.
- Develop community facing clean energy projects and programs, including community solar installations for Impacted Communities, community resilience centers that serve as gathering spaces during disasters and public safety power shutoffs, and opportunities to advance the deployment of electric vehicles. This work is expected to occur in collaboration with MCE, PG&E, and other stakeholders.
- Support on-going work by the Board of Supervisors on the climate-related aspects of planning for a Just Transition away from an economy based on fossil fuels, as identified in the September 2020 Climate Emergency Resolution adopted by the Board of Supervisors. As the work proceeds, there will be on-going need for staff to research the many issues involved, track similar efforts in other areas, provide logistical support for meetings, monitor legislation, and support the work of elected officials to develop plans and programs to implement the emerging vision. Currently there is no one on County staff tasked with supporting this work.
- Financing programs for clean energy and energy efficiency, with emphasis on low- and moderate-income homeowners. Retrofitting existing buildings to use resources more efficiently and lower utility bills is complicated and expensive. The County can help by facilitating programs that are accessible to low- and moderate-income homeowners.
- Developing strategies to sequester carbon in the many land use types in Contra Costa County. The County is launching a feasibility study right now through a Sustainable Agricultural Lands Conservation grant from the California Strategic Growth Council. That study will identify opportunities for different actions the County can support in every community. A next step after

the feasibility study is complete will be to develop and implement a Countywide tree master plan, and to collaborate on urban agriculture projects with other County departments and community stakeholders.

Recommendation:

The County Administrator's recommendation is that these efforts fully funded with an on-going annual allocation of \$500,000.

Community Based Restorative Justice: \$2,000,000 (One-time) and \$100,000 (On-going)

Restorative justice is an approach that emphasizes repairing the harm caused by delinquent or criminal behavior, acknowledging that these actions hurt everyone — victims, perpetrators, and community. Restorative justice is a collaborative process that requires individuals take responsibility for their actions. This process not only focuses on repairing the harm that has been caused but on creating fundamental transformation within individuals and community.

Recognized as a trauma-responsive practice, the philosophy and principles of restorative justice have been successfully adopted and implemented in various programs and settings, including throughout the continuum of the criminal and juvenile legal systems, as well as in schools across the United States and beyond.

The foundational principles of restorative justice include:

1. **Inclusivity.** Give voice to those involved in and affected by a given incident of harm, and invite dialogue among them where appropriate. Outcomes decided upon must feel fair and reasonable to all those participating.
2. **Work toward healing what has been broken.** A restorative response seeks to address the harms – both tangible and intangible – resulting from an incident, and to do what is possible to help meet the needs of those affected.
3. **Seek direct accountability.** People causing harm should be held accountable for their actions to the people whom they have hurt.
4. **Repair and reintegrate.** Harmful actions often create distrust in the community. Where possible, restorative justice will help with reintegration and the repair of relationships.
5. **Strengthening the community will prevent further harm.**

Currently the District Attorney’s office has a grant-funded juvenile diversion effort underway that includes a restorative justice component, however, restorative practices have broad application potential within Contra Costa County. Demonstrated consensus exists among community and system stakeholders supporting the importance of investing in community-based programs and services. Furthermore, adopting a restorative framework supports the desired shift from criminal and juvenile legal systems that emphasize “confinement” and “compliance” to those that prioritize and foster hope, healing, rehabilitation, and resiliency.

Components of adopting this framework would initially include contracting with a community-based provider who has an established expertise in restorative justice to facilitate robust training and technical assistance for public safety partners, including but not limited to staff from Probation, the Sheriff’s Department, and municipal law enforcement agencies. In addition, training would also be offered to local schools and community-based partners that serve our juvenile and adult reentry populations on application and implementation of restorative practices. This would allow restorative principles to be consistently applied throughout Contra Costa County.

In addition to the training and initial technical assistance, as the Probation Department begins to explore the development of a scope and design for the proposed multi-use youth campus, a consultant could be hired to advise on how to best create spaces that are aligned with restorative principles and practices.

The estimated initial cost to fund this effort, including staff support to coordinate and oversee the training and technical assistance contract is \$2,000,000 with anticipated on-going annual expenses not to exceed \$100,000.

Recommendation:

The County Administrator's recommendation is that the program be funded with a one-time allocation of \$2,000,000. The annual on-going expense of \$100,000 will be absorbed by the Probation Department.

Illegal Dumping Initiative: \$600,000 (On-going)

The Illegal Dumping Initiative is a program launched by Contra Costa County to reduce illegally dumped waste in our communities through education, prevention, clean-up, and enforcement strategies. The Initiative is jointly conducted by a team of five different County departments - Sheriff's Office, the District Attorney's Office, the Department of Public Works, the Environmental Health Division of the Health Services Department, and the Department of Conservation of Development – and is overseen by the Board of Supervisors and its Illegal Dumping Ad Hoc Committee.

On June 11, 2019, the County Board of Supervisors launched the Initiative and approved a total of fifty-six (56) illegal dumping strategies recommended by the interdepartmental team. Most of the strategies involve continuation of existing education, prevention, clean-up, and enforcement tasks performed by the partner departments. The Initiative is meant to augment the effectiveness through enhanced coordination and limited additional investments designed to address underlying factors that contribute to this long-standing problem. The total estimated annual cost of the pre-Initiative existing efforts is \$1.8 million. This base level of effort has been augmented each year since the Initiative was launched by investments from the County's reserve and by one-time funds provided by the state through special legislation.

At the August 4, 2021, Measure X Community Advisory Board, County staff presented the Illegal Dumping Initiative and proposed an annual allocation of \$600,000 to continue implementation. The strategies proposed to receive the Measure X funds initially are:

- **Capital Improvements** - Implement capital improvements to deter illegal dumping, such as street lighting or barricades - \$200,000.
- **Derelict Boat/RV Abatement** – Removal of derelict boats/RVs - \$150,000.
- **Surveillance Cameras** - Wireless high-definition surveillance cameras for illegal dumping hot spot monitoring and evidence collection - \$100,000
- **Investigating and Prosecuting Illegal Dumping Crimes** - Dedicated illegal dumping deputies in the Sheriff's Office - \$150,000

Recommendation:

The County Administrator's recommendation is that the initiative be fully funded with an on-going annual allocation of \$600,000.

Sales Tax Consulting Administrative Expenses: \$200,000 (On-going)

HdL Companies (HdL) provides sales tax consulting services to the County. These services include 1) providing quarterly reports of actual sales tax data, 2) conducting forward looking projections of sales tax receipts to assist with financial planning, and 3) initiating appeals of incorrect sales tax reporting by the State, on behalf of the County, to ensure sales tax revenue is being correctly distributed to the County.

It is important to note that the consulting services provided by HdL are separate and in addition to the administrative services provided by the State to collect and remit sales tax revenues to local jurisdictions. For the State administrative services, a mandated fee of 1.15% is assessed on Measure X revenue. Those fees are not part of this proposal since they are already withheld by the State prior to making Measure X distributions to the County. Thus, estimates of Measure X revenue already take into account the reduction of the State administrative fees.

In fiscal year 2021/22, the County estimated HdL consulting costs of \$65,000. Although this would be the first full year of tax collection, only a partial year of consulting services are required due to sales tax revenue being distributed by the State retroactively to the local jurisdictions. The current, on-going estimate for a full year of HdL consulting costs is \$200,000 annually. This estimate assumes costs of processing 1-2 large sales tax appeals on behalf of the County in a given year, which if successful, would recapture Measure X revenue that had been previously misdirected to other jurisdictions erroneously by the State. The County pays HdL a commission of 15% on the amount of sales tax dollars recaptured due to a successful appeal. For this reason, the commission paid to HdL is covered by the newly recaptured Measure X revenue generated from the appeal process with the remaining 85% available for local programming.

Recommendation:

The County Administrator's recommendation is that the sales tax consulting services be fully funded with an on-going annual allocation of \$200,000.

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT /
 ALLOCATION ADJUSTMENT
T/C 27

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

DEPARTMENT : Various Departments (0463, 0465, 0467, 0540, 0853, 0501, 0503, 0255, 0003, 0135, 0650, 0308, 0280, 0478, 7025, 7300, 0013)

ACCOUNT CODING		DEPARTMENT : Various Departments (0463, 0465, 0467, 0540, 0853, 0501, 0503, 0255, 0003, 0135, 0650, 0308, 0280, 0478, 7025, 7300, 0013)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
5508	2340	Other Interdepartmental Charges (B.16)			4,200,000 00
5734	2340	Other Interdepartmental Charges (B.16)			1,000,000 00
5952	2320	Outside Medical Services (B.3)			3,250,000 00
5901	2340	Other Interdepartmental Charges (B.2)			5,000,000 00
5101	2479	Other Special Departmental Expense (B.15)			11,750,000 00
5285	2479	Other Special Departmental Expense (B.16)			1,250,000 00
2500	1011	Wages and Benefits (B.18)			541,000 00
2505	1011	Wages and Benefits (B.18)			5,860,000 00
2505	2310	Non-Cnty Professional Specialized Services (B.18)			1,300,000 00
2505	4948	Miscellaneous Equipment (B.18)			720,000 00
2512	2251	Computer Software Cost (B.18)			500,000 00
1200	2479	Other Special Departmental Expense (B.17)			2,000,000 00
1200	2479	Other Special Departmental Expense (B.5)			2,000,000 00
1200	2310	Non-Cnty Professional Specialized Services (B.23)			200,000 00
1200	2479	Other Special Departmental Expense (B.8)			95,000 00
1200	2479	Other Special Departmental Expense (B.14)			740,200 00
1151	2479	Other Special Departmental Expense (B.7)			250,000 00
4500	2479	Other Special Departmental Expense (B.19)			2,500,000 00
3000	2479	Other Special Departmental Expense (B.21)			2,000,000 00
6971	4954	Medical & Lab Equipment (B.1)			30,000,000 00
6971	4954	Medical & Lab Equipment (B.1)			25,000,000 00
6971	4954	Medical & Lab Equipment (B.1)			15,000,000 00
6971	4954	Medical & Lab Equipment (B.1)			5,000,000 00
6971	4954	Medical & Lab Equipment (B.1)			5,000,000 00
6200	1011	Wages and Benefits (B.10)			30,561,000 00
6200	2822	Consulting & Management Fees (B.10)			993,000 00
6200	2826	Med Fees-Physician-Clinical Services (B.10)			1,607,000 00
6200	2838	Pharmaceuticals (B.10)			1,437,000 00
6200	2841	Other Medical Care Maint & Supplies (B.10)			1,074,000 00
6200	2861	Medical-Purchased Services (B.10)			1,915,000 00
6200	2866	Other Purchased Services (B.10)			1,530,000 00
6200	2875	Building Occupancy Cost (B.10)			883,000 00
2636	2479	Other Special Departmental Expense (B.11)			10,000,000 00
2631	2479	Other Special Departmental Expense (B.15)			1,400,000 00
2601	2479	Other Special Departmental Expense (B.20)			500,000 00
0478	2479	Other Special Departmental Expense (B.22)			600,000 00
7025	2479	Other Special Departmental Expense (B.17)			11,000,000 00
7025	2479	Other Special Departmental Expense (B.17)			5,000,000 00
7300	4953	Autos and Trucks (B.17)			1,200,000 00
7300	2479	Other Special Departmental Expense (B.17)			3,500,000 00
7300	4953	Autos and Trucks (B.17)			1,600,000 00
7300	2479	Other Special Departmental Expense (B.17)			4,500,000 00
0465	3570	Contribution to Enterprise Fund			120,000,000 00
0013	5016	Interfund Transfers-Gov Fund/Gov Fund			39,300,000 00
0990	6301	Reserve for Contingencies	204,456,200	00	
0990	6301	Appropriable New Revenue			204,456,200 00
TOTALS			204,456,200	00	568,212,400 00

APPROVED

AUDITOR-CONTROLLER:

BY: Analiza Pinlac DATE 11/9/21

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Recommended Allocation of one-time Measure X monies and first year funding - April 1, 2022 through June 30, 2023.

Lisa Driscoll	County Finance Director	11/10/2021
SIGNATURE	TITLE	DATE
APPROPRIATION	APOO	5012
ADJ. JOURNAL NO.		

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C 24**

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

DEPARTMENT : Measure X Revenue (0013), Health Services-Hospital Subsidy (0465), Conservation and Development (0280), No. Rich Wst & Rcvy Mtgn Fee (0478), CCC Fire Protection District (7300), CCCFPD Capital Construction (7025)

ACCOUNT CODING		DEPARTMENT : Measure X Revenue (0013), Health Services-Hospital Subsidy (0465), Conservation and Development (0280), No. Rich Wst & Rcvy Mtgn Fee (0478), CCC Fire Protection District (7300), CCCFPD Capital Construction (7025)			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
0013	9045	Sales and Use Taxes (Measure X)	204,456,200	00	00
0465	8381	Hospital Subsidy	120,000,000	00	
2636	9956	Interfund Transfers Gov Fund/Gov Fund	11,900,000	00	
0478	9956	Interfund Transfers Gov Fund/Gov Fund	600,000	00	
7300	9956	Interfund Transfers Gov Fund/Gov Fund	10,800,000	00	
7025	9956	Interfund Transfers Gov Fund/Gov Fund	16,000,000	00	
TOTALS			363,756,200	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: Analiza Pinlac DATE 11/9/21

COUNTY ADMINISTRATOR:

BY: _____ DATE 11/16/2021

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Appropriating new revenue from Measure X sales and use taxes.

Lisa Driscoll County Finance Director 11/16/2021
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO **5012**
JOURNAL NO. Page 2 of 2

Animal Services

The Animal Services Department provides animal control, sheltering, and other related programs and services for the unincorporated area of the County and the cities that have agreements with the County. The contract cities are charged an amount based on a per capita fee.

The Department has continuously experienced several challenges in the Field Services division related to dead animal pick-ups, call response times, and wild animal service calls. With competing priorities in the field, the Department has been unable to meet their targeted response time consistently. Prioritizing staff resources on the Department's mandated functions required the Department to cease responding to injured wildlife calls. Another significant issue voiced by the partner cities and the community is lack of timely dead animal pick-ups. Unfortunately, it has been a challenge for the Department to respond to the number of dead animal pick-ups required throughout the County with the current staffing levels in the Department (one utility worker). On average, one utility worker can pick-up six dead animals per day although, per the attached report of dead animal calls, it is evident that the actual calls exceed what one utility worker can handle.

To address the concerns with dead animal pick-ups, the Board of Supervisors approved the addition of one utility worker position on July 13, 2021. The cities agreed to fund this position and the associated fleet cost totaling \$104,000. This position is currently vacant, but the Department is actively recruiting for this position.

Animal Services also recently met with local City Managers via the Public Managers Association to inform them of increased fees for the upcoming fiscal year. A few of the smaller cities voiced concern with their inability to absorb the additional costs. In response, the Department is currently developing a phased approach to spread the fee increase over a few years which should lessen the fiscal impacts to cities while providing the funding necessary to maintain the current service levels and to address the above concerns.

Regarding animal control and sheltering services, the Animal Services Department is committed to working collaboratively with the cities to adequately service the community. At this time, the Department is projecting that the increased funding through the increased fees will be sufficient to provide the level of these services required by the city agreements. However, the agreements with the cities have not been finalized.

The Department and the County Administrator's staff will continue to monitor funding levels and operational needs and will return to the Board of Supervisors should additional funding be required.



Summary of Deceased Animals by City

For the Period: **07/01/2020 - 6/30/2021**

	CAT	DOG	LIVESTOCK	BIRD	DEER	COYOTE	BAT	OTHERS*	Total
BRENTWOOD	41	11	1	5	2	7		60	127
CLAYTON	4	1	1	4	4	2		7	23
CONCORD	142	30	8	25	24	8	2	145	384
DANVILLE	7	5	1	9	75			44	141
EL CERRITO	10	2		3	14			18	47
HERCULES	19	6		6	8			28	67
LAFAYETTE	7	4		10	63	3	4	31	122
MARTINEZ	47	11	1	11	45	5		73	193
MORAGA	4	2		3	17	2	1	11	40
OAKLEY	48	14	1	2			1	73	139
ORINDA	5	1		2	39	4	4	19	74
PINOLE	44	4		9	10	1		44	112
PITTSBURG	91	47	3	5		3		72	221
PLEASANT HILL	15	6		5	8	1	2	31	68
RICHMOND	126	58	1	25	30	4	3	98	345
SAN PABLO	41	19		3	6	1		21	91
SAN RAMON	11	3	1	12	28	3	1	35	94
UNINCORPORATED	122	48	19	38	120	12	10	254	623
WALNUT CREEK	18	7		23	83	7	1	52	191
Total	802	279	37	200	576	63	29	1,116	3,102

Note: This report includes injured animals that have been euthanized in the field.

* Animal type of OTHERS includes:

ARMADILLO, BOBCAT, FOX, GUINEA PIG, OPOSSUM, OTTER, RABBIT, RACCOON, RAT, SKUNK, SNAKE, SQUIRREL, etc.

Childcare Slots

At the May 26, 2021 MXCAB meeting, First 5 Contra Costa, Cocokids, and staff from the Community Services Bureau of the Employment and Human Services Department requested allocations towards early childhood supports, providers and systems. The shortage of childcare slots, including those for children ages 0-5 who are eligible for subsidized childcare, and the lack of early care and education providers has only worsened during the COVID-19 pandemic.

If approved, the Measure X funds would cover up to 500 childcare slots, primarily for infants and toddlers, for families who are over-income and do not currently qualify for a childcare subsidy. Funding would support the proposal to pay local rates for childcare (based on the local Regional Market Rate) using a voucher system similar to the system used by CalWorks Stages 1, 2 and 3, but with a higher income ceiling that better aligns with the cost of living in the Bay Area.

Access and availability of quality childcare is contingent on the availability of a stable early childhood workforce. Inclusion of funding to support the early childhood workforce is a pre-requisite to building back a stable and affordable childcare system for working families. Providing additional compensation to providers who hold non-traditional hours of care such as weekends and evenings and those who care for infants, children with special needs and other special populations, is also included in the proposal as an immediate retention strategy to help keep the workforce afloat until a more permanent solution to the issue of compensation is created.

These proposals would not require additional facilities and would be administered through a partnership between CocoKids (the resource and referral agency for the county) and the Employment and Human Services, Community Services and Workforce Services Bureaus (administrators of the the CalWorks programs), since all agencies have existing mechanisms in place to support a system like this. The Early Learning and Leadership Group (ELLG), comprised of the core early childhood services entities throughout the county, would support the planning and implementation of a local childcare voucher model in year one.

The annual estimated cost to fully fund the proposal would be \$6.1 million. This includes the cost of planning, implementing, and administering the voucher program for non-subsidized families at an approximate cost of \$4.5 million and \$1.6 million would be used for the additional provider compensation as described above.

Ongoing Measure X funding would help families get quality care they cannot afford otherwise, boost the childcare work industry with fair wages, and lay the foundation for the establishment of universal access to early care and education.

Early Childhood Mental Health Services

At the May 26, 2021 MXCAB meeting, First 5 Contra Costa presented a proposal to implement a Request for Applications (RFA) process to support the Early Childhood Prevention and Intervention Coalition (ECPIC), a local coalition of early intervention and prevention service partners.

The proposal would support children birth to six years old, who experience emotional, relational, or behavioral disturbances that require mental health intervention. If granted MXCAB funding, First 5 Contra Costa would plan and implement an RFA process for grants to community-based service providers. The funding would leverage existing programs and funds dedicated to supporting mental services for children and families.

The annual estimated cost to fully fund the proposal would be \$2 million and would be used to address the immediate and unmet early childhood mental health needs of children in Contra Costa, which is estimated at 7,000 to 10,000 children.

Supporting Children with Disabilities

At the May 26, 2021 Measure X Community Advisory Body (MXCAB) meeting, First 5 Contra Costa, Cocokids, and staff from the Community Services Bureau of the Employment and Human Services Department requested allocations towards supporting children with disabilities. As described in the report to the MXCAB, there is a service gap in services for children ages birth to 3 with disabilities.

Currently there are 783 infant and toddlers and 2,371 preschool children with a diagnosed disability in Contra Costa County, and this number may be undercounted. According to the Health Services Department, developmental screenings for children 0-11 fell from approximately 62% in January 2020 to approximately 55% in April 2021. This lack of screening compounded by decreased well-child visits present a highly significant barrier to preventive care and families' access to an entire system of early childhood resources.

As proposed, the MXCAB funding request of \$2 million would be allocated as grants to providers, on behalf of families, for necessary disability support services and provide \$450,000 for childcare providers to receive consultation and guidance to modify their services and programs to be inclusive of all children. The proposal goal seeks to improve access to comprehensive services that support children with disabilities as needed to be independent and included in society. The funding proposal would leverage existing programs and funds dedicated to supporting disabilities services for families.

Northern Waterfront Economic Development Initiative

The Northern Waterfront Economic Development Initiative™ is a regional cluster-based economic development strategy with the goals of creating more good jobs closer to home, reducing congestion and emissions, and making communities more vibrant. There are five target industries: Advanced Manufacturing, Biosciences, Agriscience & Specialty Foods, Transportation Technologies, and Clean Tech.

The Initiative is a collaboration between the County and seven partner cities, who work together on diverse actions to enhance the economic vitality of the region. The eight partners have signed a Memorandum of Understanding to implement the Initiative as a team. The Initiative has been formalized in a Strategic Action Plan, adopted by the County Board of Supervisors in 2019.

An annual allocation of \$500,000 is proposed to implement the Strategic Action Plan. The slate of example actions below is aligned with the Strategic Action Plan and illustrate a potential preliminary work plan that would require approximately \$500,000 (some actions would take up to two years to complete; new actions would be launched with subsequent funding while these actions were completed). Cultivating new industries as part of a broader strategy to retain and expand the County's jobs base during the transition away from fossil fuels will be a key priority for this work for many years to come.

- Acquire and compile current post-pandemic business data with industry trends and impacts (countywide);
- Complete market research, economic feasibility, and business plan for establishing a bioscience incubator, on a County-owned site in Hercules, to further stimulate commercialization within the region's bioscience cluster;
- Develop a regional Northern Waterfront target industry-oriented marketing program including unified website, branding, and collateral;
- Support advance transportation technology cluster support at one or both of two sites in the Northern Waterfront area to foster an environment that can retain and attract such businesses in future regional development: GoMentum Station (privately owned vehicle technology testing site) on the Concord Naval Weapons Station and Buchanan Airport (publicly owned commercial airport with aviation technology space available);
- Implement and/or expand on the findings of the Water Emergency Transport Agency Strategic Business Plan/Feasibility Study as they relate to ferry service along the Northern Waterfront corridor.

The Northern Waterfront Initiative (now called the Just Transition Economic Revitalization Plan Project) is currently included at \$750,000 in the list of Community Project Funding requests for inclusion in the federal fiscal year 2022 appropriations bills. Although not yet approved by Congress, the project has the support of Congressman DeSaulnier and the Appropriations Committee in the House of Representatives. In anticipation of receiving federal funding, no Measure X funds are recommended at this time.

Assistance to Crime Victims

Programs to support the underserved population of crime victims in Contra Costa County has been identified as a current service area gap in our criminal justice system.

The following information was gathered from a proposal provided to the County by the non-profit “getVOCAL for Victims” (getVocal) and can serve as a program example to address this service gap.

Historically, the criminal justice system in the United States has sought to balance the constitutional rights of criminal defendants versus the constitutional rights of victims of crime through the participation of the District Attorney and defense attorneys. In this system, the District Attorney's Office represents the People of the State of California. Criminal defendants who cannot afford their own legal representation are represented by court-appointed, fee-free attorneys to protect their constitutional rights. However, victims of crime, who have guaranteed constitutional rights co-equal to those of the defendants, are the only party in the criminal justice process who do not have the right to fee-free legal representation. Unless a victim of crime has the financial means to hire an attorney to represent them, crime victims' constitutional rights in the criminal justice may be overlooked.

In 2008, California voters enacted "Marsy's Law", which amended the California State Constitution to create constitutional rights for victims and families of victims to be heard throughout the criminal justice system. The majority of crime victims come from economically disadvantaged, underserved communities and cannot afford to hire a victims' rights attorney to represent them. For those victims fortunate enough to have the means to hire an attorney, there are few attorneys who practice victims' rights law. With the lack of attorneys to represent them, victims' voices are frequently not heard in the criminal justice process.

Currently in Contra Costa County, crime victims have access to Victim Witness Advocates who work inside the District Attorney's Office and assist victims throughout the pendency of the prosecution. The advocates assist victims in obtaining counseling and services, they accompany victims to court, they assist victims compiling evidence for a restitution order, and often provide a bridge between the prosecutor and the victim.

However, Victim Witness Advocates are not lawyers and are not able to provide legal assistance to victims or to advocate for them in court or to file legal documents on their behalf. Furthermore, prosecutors may have interests which are contrary to the interests of the victim. Consequently, providing an attorney who will appear for the victim in court and who works in collaboration with Victim Witness Advocates and the District Attorney would support efforts to ensure no victim is left unheard in the criminal justice system.

getVOCAL has developed a training manual which covers every stage of the criminal process to train attorneys who volunteer their time to represent low-income crime victims and provide them with legal resources. getVOCAL would work with private law firms to identify attorneys who are willing to work *pro bono* (free of charge) to represent crime victims. getVOCAL would collaborate with law schools to create clinics for law students to provide supervised victim representation and getVOCAL would work with the local bar association to connect practicing attorneys in the community with victim clients.

To ensure crime victims' federal and state constitutional rights are heard in the criminal justice process, crime victims must have access to effective legal representation to advocate on their behalf. While a victims' rights lawyer may not change the outcome of a criminal prosecution, access to one empowers a victim throughout the process and guarantees that their voices will be heard. This will allow the District Attorney to focus on the prosecution of the case with the knowledge that the victim's rights are being protected by the victim's rights attorney. The Court would also benefit as judges will know that the victim's constitutional rights are being protected at every stage of the proceeding. Ultimately, our community would benefit as victims are empowered throughout the criminal prosecution resulting in true justice for all parties involved in the process.

Consideration to provide fee-free legal representation to low-income victims of crime, would support underserved victims in our criminal justice system.

This program, which needs further model development, is not included in the proposed expenditure plan at this time.

Measure X Community Advisory Board report to the Contra Costa County Board of Supervisors October 6, 2021

*Submitted by Mariana Moore, Chair, and BK Williams, Vice Chair,
on behalf of the Measure X Community Advisory Board*

The purpose of this report is to summarize the work completed by Contra Costa's Measure X Community Advisory Board ("Advisory Board") during the past six months, following the Advisory Board's creation by the Contra Costa Board of Supervisors. The report contains three sections:

1. **Background information** on Measure X and the Community Advisory Board, and a summary of the Advisory Board's efforts and accomplishments to date.
2. A summary of the issues explored during the **Community Needs Assessment** process. (Note that a separate, formal Needs Assessment report will be completed over the next few months; the Advisory Board has requested an allocation of up to \$20,000 from Measure X funds to contract with a consultant to assist in compiling and writing the report.
3. The Advisory Board's **recommended funding priorities for Fiscal Year 2021-22.**

1. BACKGROUND ON MEASURE X COMMUNITY ADVISORY BOARD

On November 3, 2020, voters in Contra Costa approved Measure X, a countywide, 20-year, half-cent sales tax.

The ballot measure language stated the intent of Measure X as "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."

The Measure X Community Advisory Board was established on February 2, 2021, to advise the Board of Supervisors on the use of Measure X funds. The Advisory Board consists of 17 members, comprising 10 Supervisorial District appointees (2 per Supervisorial District) and 7 At-Large members. The Advisory Board also includes 10 alternates, who are expected to attend all regular Advisory Board meetings and may participate fully, except that they may not vote unless substituting for an absent member.

The responsibilities of the Advisory Board, according to its bylaws, include:

1. Overseeing an annual assessment of community needs, focusing primarily on the priority areas identified in the Needs Assessment, including emergency response (fire/medical), health care, safety net services, preventative care, affordable housing, and supports for early childhood, youth, families, and seniors.
2. Creating detailed priority lists of the top ten service gaps (county- and community-provided) based on the results from the needs assessment.
3. Using the assessment to make general funding priority recommendations to the Board of Supervisors on 95% of the revenue generated by Measure X.
4. Providing an annual report on the outcomes and impact of allocated funds.
5. The Advisory Board committee shall initially meet as needed and thereafter shall meet quarterly.

On April 6, 2021, the Board of Supervisors appointed the inaugural members of the new Measure X Community Advisory Board.

Current members of the Measure X Community Advisory Board include:

District I: BK Williams (Vice Chair), Edith Pastrano; Cathy Hanville (alternate)

District II: Kathy Chiverton, Jim Cervantes; Steven Bliss (alternate)

District III: David Cruise, Odessa Lefrancois; Sandro Trujillo (alternate)

District IV: Sharon Quesada Jenkins, Michelle Hernandez; Pello Walker (alternate)

District V: Michelle Stewart, Ali Saidi; Gigi Crowder (alternate)

At-large members: Kimberly Aceves-Iniguez, Ruth Fernandez, Susun Kim, Mariana Moore (Chair), Jerry Short, Debbie Toth, Sandra Wall

At-large alternates: Peter Benson, Genoveva Calloway, Diana Honig, Lindy Johnson, Melissa Stafford Jones

Advisory Board launch and activities, April-September 2021

The first meeting of the Advisory Board was held April 13, 2021. Members decided to meet every Wednesday at 5:00 pm, via Zoom, in order to conduct an updated Community Needs Assessment as expeditiously as possible.

During the subsequent months, the Advisory Board met a total of 25 times (as of Sept. 22), with each meeting lasting from two to 4.5 hours. Every meeting was well-attended by community stakeholders and members of the public, with attendance consistently growing over time to a high of 133 participants. Total attendance during the needs assessment portion of the Advisory Body's work was 940, including Advisory Board members, presenters, county staff, and members of the general public.

Language Access and Inclusion

The Advisory Board also took action to support language access and equity, including requesting Measure X funds from the Board of Supervisors to provide simultaneous Spanish-language interpretation at all Measure X Community Advisory Board meetings, as well as translation of the meeting agendas and other materials on the County's Measure X Community Advisory Board web page. American Sign Language (ASL) interpretation was also provided at Advisory Board meetings. Both interpretation services were utilized frequently by members of the public, enabling their full participation in Advisory Board presentations and deliberations. The Advisory Board appreciated the County's support in providing these language access services.

Measure X Vision Statement and Operating principles

In April 2021, the Advisory Board adopted a formal Vision Statement and Operating Principles to guide their work, as summarized below.

VISION STATEMENT

Contra Costa County will have the necessary funds to invest in and sustain a robust system of care and the social and public services necessary to support a vibrant community and ensure that all county residents have equitable opportunities to thrive.

OPERATING PRINCIPLES

1. Shared responsibility to practice the values of equity, justice, inclusion and compassion.
2. Sustaining a strong social safety net is important for the health and prosperity of all.
3. Investments will prioritize prevention as well as addressing current system gaps.
4. Investments will help leverage other funding sources when feasible.
5. Needs and issues are intersectional and interconnected. Think about needs and services from the point of view of residents.

6. Name inequities and disparities, and be specific in naming and recognizing those who are most harmed by them, especially Black and Latinx residents. Additional areas of focus include residents with mental health needs, indigenous people, Asian American/Pacific Islander American residents, seniors, disabled people, children and youth (prenatal to adult), immigrants, unsheltered and homeless residents, rural communities, LGBTQ+ residents, and poor people.
7. Economic opportunity and equity are at the heart of our purpose.
8. Seek transformative solutions, in addition to filling current service gaps.
9. Fostering a culture of inclusion, welcoming, and belonging demonstrates our commitment to equity and will improve our work process and outcomes.

Rules of Conduct for Advisory Board meetings *(adopted April 2021)*

1. Consider not repeating a point someone else has already made (or briefly agree).
2. Treat each other and all participants with mutual respect.
3. Be curious; practice active listening; seek to understand.
4. To fully embody our principle of inclusion: Support the accessibility needs of all participants to the extent feasible, including language access (interpretation and translation), technical support, and visual/audio support.

2. COMMUNITY NEEDS ASSESSMENT PROCESS:

The original needs assessment was completed in 2019, before the onset of the COVID-19 pandemic, racial reckoning, and other significant events that deeply affected the residents of Contra Costa County. Accordingly, the Advisory Board decided to undertake a comprehensive review of community needs to take into account current community needs, strengths, and resources, and to identify potential strategies to address those needs, as the basis to make funding recommendations for FY 2021-22. After developing an initial list of community needs, issues, and topics, the following schedule of Advisory Board discussions was established, with each presentation featuring a panel comprising county program staff, community-based service providers, and residents who have been directly impacted by the issues being discussed.

- May 12, 2021 Seniors, Veterans, and Persons with Disabilities
- May 19, 2021 Community Safety: Fire Protection
- May 26, 2021 Early Childhood
- June 9, 2021 Youth and Young Adults
- June 23, 2021 Mental & Behavioral Health/Disabled
- June 30, 2021 Housing & Homelessness
- July 7, 2021 Community Safety: Justice Systems
- July 14, 2021 Safety Net Services
- July 21, 2021 Immigration/Racial Equity Across Systems
- July 28, 2021 Library, Arts & Culture, Agriculture
- August 4, 2021 Environment & Transportation

A total of 94 subject matter experts -- including county program staff, community-based program staff, and residents with lived experience -- shared their expertise with the Advisory Board and the public during these presentations. The data and materials submitted by presenters are contained in Advisory Board meeting records. Collectively, they provided a wealth of information about community needs, trends, service gaps, and potential solutions. This material, along with significant additional data and ideas shared during public comment, form the basis of the updated Community Needs Assessment that is being prepared for submission to the Board of Supervisors.

Following the final panel presentation in early August, the Advisory Board requested and received additional information from some prior presenters, and also received additional input from members of the public. The Advisory Board then developed and implemented a variety of tools and processes, including conducting three straw polls, to aid in identifying service gaps, determining areas of alignment, and developing shared funding priorities.

On September 22, Advisory Board members voted unanimously to approve the following funding priority recommendations for FY 2021-22, to submit to the Board of Supervisors. The funding recommendations are grouped into five Goal areas: Mental Well-being, Equity in Action, Healthy Communities, Intergenerational Thriving, and Welcoming and Safe Community.

Beginning on the following page, the Advisory Board is pleased to present their recommended funding priorities under each Goal area, followed by a description of Additional Considerations that Advisory Board members

believed were important to bring to the attention of the Board of Supervisors.

Recommended Funding Priorities for Measure X Funds in FY 21-22

The Advisory Board's funding recommendations are grouped into five goal areas: Mental Well-Being, Equity in Action, Healthy Communities, Intergenerational Thriving, and Welcoming & Safe Community.

The recommended strategies listed under each goal area were rated as Top Priority by at least 51% of Advisory Board members who participated in the survey poll conducted during the meeting on September 8, 2021.

Note: The number listed in parentheses at the end of each strategy reflects the relative ranking of that strategy in the September 8 poll; an asterisk indicates a tie in the rankings.

GOAL 1: MENTAL WELL-BEING

We strive to be a community that supports the mental and behavioral health well-being of all residents, through prevention, crisis response services, intersectional supports, and innovative cross-sector approaches.

Strategies

1. Community-based mental health: Crisis Response Initiative (1)
2. Childhood mental health services: Community grants to local community health service providers serving younger children (age 0-5) to improve children's social and emotional development as a preventive strategy (2)
3. Community-based mental health services: Addressing the needs of at-risk populations (5*)
4. Substance Abuse Treatment (community-based) (11)
5. Mental health services for Asian American Pacific Islander (AAPI) community (14)
6. Community-based mental health for LGBTQ+ individuals (22*)
7. Medical response to mental health crisis: San Ramon Valley Fire model (26*)

GOAL 2: EQUITY IN ACTION

We strive to be a community that prioritizes equity and removes structural barriers that cause inequities and poverty, so that all residents can thrive.

Strategies

1. County Office of Racial Equity and Social Justice (4)
2. East County community-based equity center (based on the Contra Costa County Racial Justice Coalition presentation) (12)
3. Removal defense and case management for immigrant residents, via Stand Together Contra Costa: including legal representation across court systems and social service workers to provide holistic, language-accessible, culturally-responsive social services and navigation. (14*)
4. Community-based and schools-based arts programs (17)
5. Immigration-based legal services (25*)
6. Arts & Culture Commission programs (22)
7. Innovation fund (to facilitate community-based responses to service needs) (26)
8. Community-based asylum support for LGBTQ+ individuals and immigrants (27)

GOAL 3: HEALTHY COMMUNITIES

We strive to be a community in which all residents have access to affordable, timely, culturally-responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which has become more urgent as we address the ravages of the pandemic.

Ranked Strategies

1. Expanded and comprehensive healthcare for remaining uninsured residents via Contra Costa CARES (5*)
2. Local Housing Trust Fund (6): Serve as a funding mechanism for County housing programs, including: tenant assistance; assistance for unsheltered residents; the acquisition, preservation and rehabilitation of affordable housing; creation of permanently affordable housing; affordable housing for people with developmental disabilities; community land trusts (19); and permanent supportive housing.

3. Tenant legal services and supports, both county-based and community-based (8)
4. Subsidized child care (9*)
5. Permanent housing subsidies for youth and young adults (18)
6. Community-based food distribution (23)
7. Community-based training & employment (26)

GOAL 4: INTERGENERATIONAL THRIVING

We strive to be a community that intentionally strengthens and provides support for all residents and for family members of all generations, including children, youth, and older adults.

Strategies

1. Services for children with disabilities: Improve access to comprehensive services that support children with disabilities to be independent and included in society. This strategy could include vouchers to providers on behalf of families for necessary services. Provide childcare providers with consultation and guidance to modify their services and programs to be inclusive of all children. (5*)
2. Accessible Transportation Strategic Plan (ATS) (7)
3. Community-based youth centers/services in Central and East County (10)
4. Community-based aging services (13)
5. Guaranteed income pilot (15)
6. East County multi-agency for disabled (22*)
7. Master Plan on Aging local implementation (22)
8. Community-based restorative justice (24)
9. County family support services (26*)
10. Discretionary funds for Child Protective Services and foster youth (26*)

GOAL 5: WELCOMING & SAFE COMMUNITY

We strive to be a community where all residents feel safe and welcome, and receive emergency help when they need it.

Strategies

1. East County Fire Services (3)
2. Re-open closed stations (9*)
3. Public Defender front-end advocacy teams (12*)
4. Fire/wildfire mitigation/fuel reduction (16)
5. Community-based reentry support services (21*)
6. Community-based employment services (21*)
7. Abuse prevention and support, including building sustainable infrastructure, civil & legal assistance, community victim advocates, community connectedness, flexible financial assistance, and public health (25*)
8. Rental assistance for immigrants (27)
9. Reimagine Public Safety initiative - countywide (28*)
10. Seasonal fire staffing (28*)
11. Multicultural wellness center for Nepali/AAPI residents (29)

Additional Considerations

1. **Prioritizing community-based strengths, wisdom, and services:** Whenever possible, prioritize funding to community-embraced and community-based programs and services. This may include grants from the "Innovation Fund" (see Goal 2, item 7) that can be given to community programs that may not have 501(c)(3) status but are deeply trusted by local community members.
2. **Addressing racism:** Racism is the root cause of many of the problems our community faces. All services must prioritize addressing structural and systemic racism.

3. **Addressing trauma:** Racism and other social and economic inequities are a major cause of trauma, and trauma is a public health issue. All programs receiving Measure X funding should adhere to trauma-informed practices, i.e., assuming that an individual is likely to have a history of trauma, and recognizing and addressing the presence and impact of trauma symptoms.
4. **Bold and transformational focus:** The Advisory Board encourages the Board of Supervisors to prioritize Measure X funds for programs that are bold, innovative, and transformational. There are many gaps in existing services to be filled, but the Advisory Board also supports new strategies that have the potential to be life-changing for members of our community. As a part of this philosophy, we encourage the County to prioritize programs with staff who have lived experience. We also encourage prioritizing preventative, community-defined strategies that address structural root causes.
5. **Contra Costa Regional Medical Center and Health Centers.** The Advisory Board recognizes that the need for a strong hospital and clinic system were key elements in the Measure X ballot measure language. The Contra Costa Regional Medical Center and Health Centers (and related clinics) provide critical services to the most vulnerable members of our community, and it is imperative that they remain financially viable. In light of the fact that the Advisory Board did not receive a clear funding request for this purpose from County Health Services, we leave it to the Board of Supervisors to make such a funding decision. We do ask that the Board of Supervisors balance that potential funding decision with other urgent community needs and priorities as identified by the Advisory Board and described in this report.
6. **Prioritizing Measure X funds in the context of the overall County budget.** The Advisory Board spent months receiving and reviewing information regarding unmet community needs, and spent significant time in discussing processes to develop funding recommendations. This prioritization process was very challenging, given the depth of needs in the community and the limited amount of Measure X funding available. The Advisory Board received over \$350 million in total funding requests, and recognizes that there are many additional community needs that were not formally brought to their attention. There are many worthy strategies and programs presented to the Advisory Board that are

important, but that did not rank in the top 29 strategies as determined by the 51% threshold established for the September 8 Advisory Board member survey poll. Given that Measure X funds represent just 2% of the County's overall annual revenue, we encourage the County to identify other County, state, and federal revenue sources to fund these additional worthwhile programs. We encourage the County to maximize and leverage funding wherever possible, and to ensure that Measure X is the funding of last resort. We also encourage the County to distribute funds to community providers as expeditiously as possible, removing traditional obstacles in the RFP process, in recognition of the importance of addressing the urgent needs of the community in an expeditious manner.

Acknowledgments

The Measure X Community Advisory Board wishes to acknowledge and appreciate the participation of Lisa Driscoll and Enid Mendoza, both of whom work in the County Administrator's Office, for providing significant staffing and logistical support for the work of the Advisory Board. From preparing agendas and other meeting materials, to guiding the Advisory Board's adherence to public meeting protocols, to arranging for language interpretation, to managing the complex technical requirements for conducting virtual public meetings, Ms. Driscoll and Ms. Mendoza were consistently exemplary in their willingness to go above and beyond (including working late into the evening on a weekly basis) to support the Advisory Board in fulfilling their important duties.

Attachments:

- A. Original Needs Assessment
- B. Results of 9/8/21 MXCAB Meeting Poll (Final Poll)
- C. Results of 8/20/21 MXCAB Meeting Polls
- D. MXCAB Meeting agendas, Records of Action, Panel Presentations, and Written Public Comment from all MXCAB meetings are available on the County intranet by meeting date at this link:
http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL

CONTRA COSTA COUNTY NEEDS ASSESSMENT

In March, a local emergency was declared in Contra Costa County in response to Covid-19.¹ Such poignant examples of how interconnected our health and wellness is have not been felt since the Great Depression. To date, over 30 million jobless claims have been filed in the United States. Contra Costa County is feeling the impacts as more individuals and families are finding new ways to stay housed, keep food on the table, and receive necessary medical care.

Even before the recent Covid-19 pandemic, Contra Costa County faced extreme public health risks arising from shortages in county budgeting and spending. With over 150 eligibility worker vacancies, Contra Costa County's most vulnerable residents struggle to obtain life-saving and stabilizing services. A \$32 million budget gap at the County Hospital is likely to be an increasing cost and may result in the closure of invaluable health programs and staff redundancies. Coupled with a lack of funding for necessary medical practitioners at community-based health resources, it is clear that the emergency preparedness for the county and residents must be addressed.

As funding dries up and vital public and nonprofit services become less accessible, residents are experiencing increased wait times for health and safety-net services. County first responders are reporting an uptick in non-emergency call-outs as residents are lacking options on where and how to obtain the care they need.

As the adage goes, an ounce of prevention is worth a pound of cure. To shore up access to medical and behavioral health services, and bolster county safety-net programs, the Board of Supervisors has charged us with assessing the needs of our county residents in the context of a **potential 0.5% sales tax increase**.

Findings

- As many cities within, and the County overall, are struggling with budget deficits, the COVID-19 response has exposed the need for new revenue streams to support county residents during unprecedented emergencies.
- Under-investment in preventative and safety-net services is creating an increase in costs to taxpayers and county coffers.
- Without the financial resources to fund resident health, safety-net, affordable housing and early childcare services, inexorably taxpayers are spending more to address bigger problems arising from shortfalls in the accessibility and availability of early interventions.
- Targeted investments would save the county money by reducing emergency service expenditures.
- As part of County emergency medical preparedness, it is imperative that the County Hospital, medical clinics and community-based health resources remain accessible and available for residents.
- By creating a new revenue source, the county can reduce the dependence on money from the general fund in addressing county public health and safety-net needs.

¹ <https://www.mercurynews.com/2020/03/12/coronavirus-number-of-confirmed-cases-in-contra-costa-county-is-up-to-16/>

Voices from the Community

"Before being enrolled in CARES, managing my diabetes was more difficult. I often missed work when my blood sugar was too high. With CARES, I don't have to worry about the cost of the appointment or lab tests. And Brookside keeps me on track by calling me when it's time for my next appointment. Having access to medicine has helped stabilize my health."

- County Resident

"During a regular check-up, I saw a child who exhibited behavioral problems and other signs of urgent mental health challenges. I initially referred the family to a mental health service provider in the same clinic, but due to restrictions the clinic was unable to treat the child without a diagnosis. I then referred them to a non-profit service provider, but their waiting list was too long. Finally, I reached out to a mental health provider that I know personally in hopes that my young patient could be seen. However, a few months later at my patient's next check-up, the child was still awaiting diagnosis as the parent had not heard from any of the providers which I attempted to refer them to."

- Local Pediatrician

"Since the Family Justice Center began tracking interpersonal violence data in 2015, we have observed an uptick in domestic violence, violence against children and elders, sexual assault, and human trafficking in Contra Costa County. By removing barriers to services, victims have found it easier to seek the interventions they need to change their lived experience. As we enter week 7 of the regional shelter-in-place order, we are witnessing an alarming increase in police reports of domestic abuse, and anecdotal stories of child and elder abuse. But the fact that formal child abuse reports have declined by 50% and elder abuse by 30% since shelter-in-place began makes all of us worried. In times of county emergency and prosperity, reliable public funding is critical to protect the vulnerable in our community and break cycles of abuse."

- Susun Kim
Executive Director

Needs Assessment: Health and Emergency Services

County health services require a new funding source to keep facilities open and preserve the accessibility of medical care so that any patient – regardless of income or background – can receive the treatment they need to maintain their wellness. The County's ability to respond to emergencies and provide crisis funding for both emergency services and medical facilities has been accentuated during COVID-19.

Even before the current pandemic, residents faced the closure of the county's only public hospital and medical clinics which provide life-saving care within our community. Already Contra Costa Regional Medical Center has seen a hiring freeze that has impacted hiring and forced some clinics to cut hours.

In addition to the county hospital, community-based health care clinics, like La Clínica de la Raza, are integral to providing quality care to vulnerable populations in Contra Costa County. More than ever, it is critical to ensure that these clinics have the funds that they need to employ appropriate numbers of healthcare professionals to meet the cultural and geographic needs of county residents.

To ensure community health, fire districts across the county must operate efficiently and effectively. Since July 2017², a lack of funding in East Contra Costa has resulted in the operation of only 3 east county stations covering 259 square miles and over 120,000 residents. This lack of resources has placed additional pressure on neighboring fire districts, mainly the Contra Costa County Fire Protection District, which now respond to east county emergencies four times out of every one occasion that an east county station has capacity to respond.

Determinants of wellness extend beyond physical and mental health care and are further described in the safety-net section of this report.

The needs of public and community health facilities include:

- ✔ Backfill funding for the current hospital deficit
- ✔ Adequate medical provider staffing to deliver appropriate levels of care, maintain accessible treatment hours and reflect cultural and geographic diversity
- ✔ Reopening closed fire districts to ensure efficient emergency response

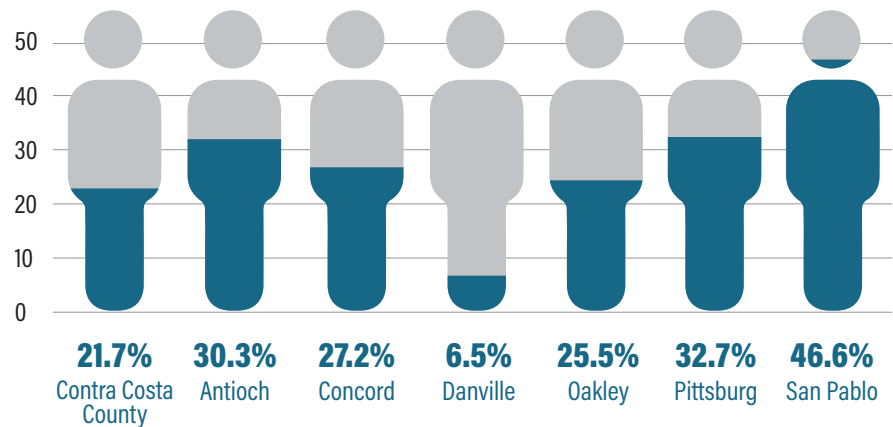
² [Analysis of the District's Legal Authority and Obligation to Provide Fire Protection Services, September 29, 2017.](#)

Needs Assessment: Safety Net Programs

Across Contra Costa County in 2017, **21.7%³ of county residents fell below 200 percent of the poverty level**, with the worst levels (46.6%) in San Pablo. In the current pandemic, an April 2020 report from the Economic Roundtable indicated that 40% of county workers face a high risk of unemployment, with 84% deemed “not essential,” 62% unable to work from home, and 40% who are not salaried employees⁴.

Since 2016, Contra Costa County has lacked a combined **178 county social workers and eligibility workers** who are instrumental in assisting county residents experiencing poverty and homelessness access state and federally funded programs to help meet their needs. To comprehensively manage community needs during this medical emergency, and in times of prosperity, our food banks must have sustainable inventories, legal advocacy and community outreach require adequate staffing and funding to help residents obtain full government benefits, prevent eviction, and link residents with healthcare benefits, interpersonal violence protection, emergency housing, and job training and re-entry programs as we’re able to reopen our economies.

Residents Below 200% of Federal Poverty Level



Domestic Violence Screening Calls



As income disparity grows in Contra Costa County, safety-net programs reduce economic inequities. By adding public and nonprofit **critical wraparound** services for county residents- including child and elder abuse protection, behavioral health, alcohol or substance abuse treatment programs, legal advocacy for low-income and undocumented residents, and social service and workforce development for residents re-entering society, we begin to level the playing field and navigate pathways toward holistic wellness.

County Needs for Safety Net Programs Include

- ✓ 97% of the funding for safety-net eligibility workers is provided by state and federal dollars already paid by our county taxpayers. A small, but targeted investment by the county would fill these vacancies to help our most vulnerable residents access services to meet their needs.
- ✓ Bolster county funding for safety-net providers – e.g. alcohol and substance abuse treatment, interpersonal violence prevention, and legal advocacy– struggling to operate in Contra Costa County with rising day-to-day costs.
- ✓ Increasing the availability and accessibility of county’s safety-net programs will prevent vulnerable individuals from needing to rely on county fire and emergency services for lower level of care needs.

³ <http://www.vitalsigns.mtc.ca.gov/poverty>

⁴ *In Harms Way*, Daniel Flaming and Patrick Burns, April 2020

Needs Assessment: Housing

California has a serious housing crisis and Contra Costa County is experiencing more than its share of the crisis. The California Housing Partnership found that Contra Costa needs 32,000 affordable rental homes to meet demand from very-low-income and extremely-low-income residents⁵. This low-income housing scarcity, and the resulting dramatic rise in rents, is a leading cause of homelessness, with 2,295 people experiencing homelessness – more than 70% of them unsheltered – in the 2019 point-in-time count – a 43% increase since 2017.⁶

Solving our housing crisis is beyond the scope of the revenue to be generated by the proposed sales tax, but these revenues could be used as County matching funds to leverage new State funding for affordable housing production and preservation, and to alleviate homelessness.

Some of the proven programs to meet our housing needs that could be implemented or supplemented with new revenue include:

- ✔ **Greater investment in homelessness prevention** – cost-effective, one-time or short-term assistance to keep people at risk of homelessness in their homes. This strategy is used effectively by Contra Costa’s homelessness Continuum of Care and should be supplemented.
- ✔ **Develop of community land trusts** or similar housing trusts for pre-development investment in land acquisition.
- ✔ **Funding for rent subsidies**, such as existing Rapid Rehousing programs, to stem the tide of displacement and help meet the housing needs of low-income residents.

In a very real sense, housing is healthcare. Unsheltered homeless people make an average of five emergency-room visits each year and providing them with housing has been shown to significantly reduce emergency-room visits and their overall healthcare costs. Numerous studies have shown that housing can be provided at less cost than the additional use of emergency-room and related healthcare and additional law-enforcement interactions that come from living on the streets.

Needs Assessment: Early Childhood

Children and Infants are one of Contra Costa County’s most vulnerable populations. Research shows that **a child’s brain develops most dramatically during the first five years of life**, yet far too many children in Contra Costa County lack access to high-quality early learning and care services and childhood comprehensive health needed.

Studies show that every dollar invested in early education saves seventeen dollars in reduced costs for remedial education, incarceration and social support.⁷ Child care and the child care workforce are of paramount importance as a critical service for economic recovery.

Childcare

17,900 children ages 0-5 years who are eligible for subsidized child care cannot access it due to low supply. Child care shortages are caused in part by low wages of child care workers, approximately half of whom are eligible for public assistance despite working.

Mental Health

7,000-10,000 children have unserved mental health needs according to reports by Health Providers in the county.



⁵ Contra Costa County’s Housing Emergency Update, May 2019, Danielle M. Mazella and Lindsay Rosenfeld, California Housing Partnership

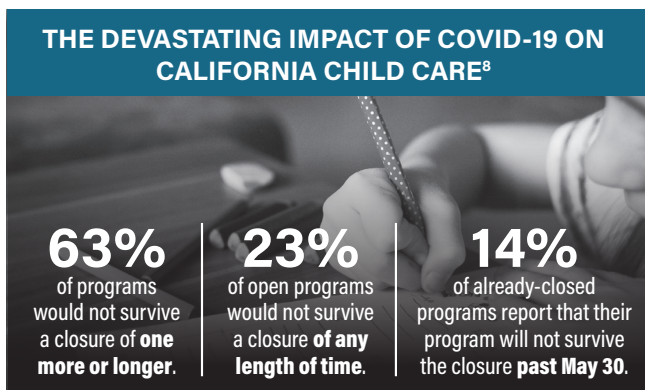
⁶ 2019 Point in Time factsheet, Contra Costa Health Services

⁷ <https://www.ncsl.org/research/human-services/new-research-early-education-as-economic-investme.aspx>

Early Learning

Only 44% of children in Contra Costa County met the definition of “fully ready” for kindergarten; 35% were partially ready; and 22% were not ready to start school. Antioch, Pittsburg and west Contra Costa have the highest concentrations of poverty and the lowest rates of children “fully ready.”

With the widespread closure of child care services, during the current Shelter-in-Place order, child care services are utilizing home visiting and parent education programs to improve child outcomes and prevent child abuse during these unprecedented times.



The needs for this community include:

- ✓ **Improve ECE workforce pay to improve early learning program quality**
- ✓ **Expand parenting support and early childhood development services**
- ✓ **Expand a coordinated early ID and intervention system to improve service delivery for children up to age 5**

Sales Tax Working Group

Co-chaired by Mariana Moore and Joshua Anijar, the Sales Tax Measure Ad Hoc Committee Working Group represents public health, nonprofit and labor stakeholders across Contra Costa which met during regular public meetings between Dec '19 - May '20.

- **ACCE**
- **Budget Justice Coalition**
- **California Nurses Association**
- **Contra Costa Labor Council, AFL-CIO**
- **Community Clinic Consortium**
- **East Bay Leadership Council**
- **Ensuring Opportunity**
- **Firedoll Foundation**
- **First 5 Contra Costa/ Family Economic Security Partnership**
- **Healthy & Active Before 5**
- **Hospital Council**
- **Human Services Alliance**
- **IFTPE Local 21, AFL-CIO**
- **Lift Up Contra Costa**
- **Lisa Driscoll, County Finance Director**
- **Multi-Faith Action Coalition**
- **Public Defenders Association**
- **SEIU 1021**
- **Supervisor John Gioia's Office**
- **Supervisor Karen Mitchoff's Office**
- **Teamsters IBT 856**
- **United Professional Firefighters of Contra Costa County**
- **United Way Bay Area**

These entities met and developed the needs in this report. As the specific language for a potential sales tax measure has not yet been introduced, they may not be in a position organizationally to endorse solutions at this time.

Needs Assessment: Proposed Solutions

Based on needs assessment discussions and county voter polling, levying a 1/2 cent sales tax in Contra Costa County can create a new revenue source that directly addresses accessibility to and availability of health resources including the County Hospital and community-based health resources, expands county emergency services, adds capacity for eligibility workers - with minimal financial investment from the county - to link our most vulnerable residents with the resources they need to stabilize and improve their lives, establishes leveraging opportunities to improve housing security, prevents interpersonal violence against residents of all ages, and ensures that the children of Contra Costa County have access to necessary health resources and enriching learning opportunities which are both accessible and affordable.

⁸California Child Care at the Brink - May 2020: https://cscce.berkeley.edu/files/2020/05/CSCCE_California-COVID-Data-Snapshot.pdf

Sales Tax Working Group Co-Chairs

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Sorted by High Priority, Secondary Priority, Not Sure, No Not This Year					
Line	Rank	PRIORITY CATEGORY	PRIORITY PROGRAM	High Priority	Secondary Priority
1	1	Mental/Behavioral Health, Disabled	Community-based mental health crisis response	24	1
2	2	Early Childhood Svcs	Childhood mental health services	22	2
3	3	Fire & Emergency Svcs	East County Fire Services	20	5
4	4	Immigration & Racial Equity	Office of Racial Equity & Social Justice	20	4
5	5	Mental/Behavioral Health, Disabled	Community-based mental health (various populations)	19	5
6	5	Health Svcs & Regional Hospital	Contra Costa CARES	19	5
7	5	Early Childhood Svcs	Services for children with disabilities	19	5
8	6	Housing & Homelessness	Local housing trust fund (joint dept. request)	19	2
9	7	Environment, Transportation, CDC, Public Works	Accessible Transportation Strategic (ATS) plan	18	3
10	8	Housing & Homelessness	Tenant legal services/supports - county & community-based	17	7
11	9	Early Childhood Svcs	Childcare slots	17	6
12	9	Fire & Emergency Svcs	Reopen Closed Stations	17	6
13	10	Youth & Young Adults	Community-based youth centers & services	17	5
14	11	Substance Abuse Treatment	Community-based substance use treatment	17	3
15	12	Immigration & Racial Equity	Community-based equity center - East County	17	2
16	12	Justice Systems	Front End Advocacy Teams - FAST (Public Defender)	17	2
17	13	Veterans & Seniors	Community-based aging services	16	7
18	14	Mental/Behavioral Health, Disabled	Community-based mental health for AAPI	16	5
19	14	Immigration & Racial Equity	Public defenders/social workers for immigrants	16	5
20	15	Safety Net	Guaranteed basic income pilot	16	1
21	16	Fire & Emergency Svcs	Wildfire mitigation/fuel reduction	15	7
22	17	Library, Arts, Agriculture	Community and school-based arts programs	15	6
23	18	Youth & Young Adults	Permanent housing subsidies and child care	15	4
24	19	Housing & Homelessness	Community land trust	15	2
25	20	Immigration & Racial Equity	Stand Together Contra Costa (social/legal services)	14	9
26	21	Justice Systems	Community-based reentry employment	14	8
27	21	Justice Systems	Community-based reentry support services	14	8
28	22	Library, Arts, Agriculture	Arts & Culture Commission programs	14	7
29	22	Mental/Behavioral Health, Disabled	Community-based mental health for LGBTQ+	14	7
30	22	Mental/Behavioral Health, Disabled	East County Multi-Agency center for disabled	14	7
31	22	Veterans & Seniors	Master Plan on Aging	14	7
32	23	Safety Net	Community-based food distribution	14	6
33	24	Justice Systems	Community-based restorative justice	14	3
34	25	Justice Systems	Abuse prevention/support	13	8
35	25	Immigration & Racial Equity	Immigration legal services	13	8
36	26	Safety Net	Community-based training/employment	13	7
37	26	Early Childhood Svcs	County family support services	13	7
38	26	Youth & Young Adults	Discretionary funds for CPS & foster youth	13	7
39	26	Innovations Fund**	Innovation Fund	13	7
40	26	Mental/Behavioral Health, Disabled	Medical response to mental health (SRV Fire Model)	13	7
41	27	Immigration & Racial Equity	Community-based asylum support - LGBTQ+	13	6
42	27	Immigration & Racial Equity	Rental assistance for immigrants	13	6
43	28	Justice Systems	Reimagine public safety initiative - Countywide	13	5
44	28	Fire & Emergency Svcs	Seasonal staffing	13	5
45	29	Immigration & Racial Equity	Multicultural wellness center (Nepali/AAPI)	13	4
46	30	Early Childhood Svcs	Early care & education supports	12	9
47	30	Fire & Emergency Svcs	Emergency Preparedness	12	9
48	30	Substance Abuse Treatment	Sobering center	12	9
49	31	Housing & Homelessness	County to prioritize people with developmental disabilities for housing services	12	7
50	31	Veterans & Seniors	Discretionary Funds (Support Seniors & Vets)	12	7
51	31	Justice Systems	Sober living housing (Probation)	12	7
52	31	Fire & Emergency Svcs	Veg Management	12	7
53	32	Housing & Homelessness	Establish Housing for People with Developmental Disabilities	12	6
54	33	Veterans & Seniors	County Case Management - Seniors	11	11
55	34	Health Svcs & Regional Hospital	Hospital Services	11	10
56	34	Justice Systems	Reentry success center	11	10
57	35	Safety Net	Civil/legal and flexible financial assistance for interpersonal violence victims	11	9
58	35	Fire & Emergency Svcs	Richmond staffing	11	9
59	36	Veterans & Seniors	Outreach to Seniors	11	7
60	37	Mental/Behavioral Health, Disabled	Community-based leadership program for deaf residents	11	6
61	38	Environment, Transportation, CDC, Public Works	Addressing Climate Change	11	5

Sorted by High Priority, Secondary Priority, Not Sure, No Not This Year					
Line	Rank	PRIORITY CATEGORY	PRIORITY PROGRAM	High Priority	Secondary Priority
62	39	Mental/Behavioral Health, Disabled	Community-based mental health arts programs	10	8
63	39	Mental/Behavioral Health, Disabled	Contra Costa Arts & Culture Commission	10	8
64	40	Youth & Young Adults	24/7 respite care	10	7
65	41	Fire & Emergency Svcs	Helicopter	10	4
66	41	Fire & Emergency Svcs	Regional Paramedic	10	4
67	42	Veterans & Seniors	Nurse behavioral health clinicians	9	11
68	43	Early Childhood Svcs	Family partners/resource navigators	9	10
69	44	Fire & Emergency Svcs	Emergency Communications	9	9
70	45	Early Childhood Svcs	Service provider network supports	9	8
71	46	Safety Net	CalFresh navigators	9	7
72	46	Safety Net	Child support navigators	9	7
73	46	Justice Systems	Drug treatment services (Probation)	9	7
74	46	Library, Arts, Agriculture	Grants for local artists	9	7
75	47	Justice Systems	Young Adult diversion (DA)	9	4
76	48	Youth & Young Adults	Whole Family Living Resources/Case Management	8	10
77	49	Justice Systems	Combatting human trafficking (DA)	8	9
78	49	Substance Abuse Treatment	Recovery housing	8	9
79	50	Justice Systems	Resident with complex BH needs (Probation)	8	7
80	51	Justice Systems	Reimagine public safety initiative - Richmond	8	6
81	52	Veterans & Seniors	County Case Management - Veterans	7	11
82	52	Safety Net	Mobile food pharmacy	7	11
83	53	Veterans & Seniors	Outreach to Veterans	7	8
84	54	Fire & Emergency Svcs	Training Staff in South County	7	5
85	55	Library, Arts, Agriculture	Expand county library hours	6	13
86	56	Safety Net	County and Community-based training and development	6	10
87	56	Justice Systems	Office of Reentry & Justice (Probation)	6	10
88	57	Health Svcs & Regional Hospital	Ambulatory services	6	9
89	58	Youth & Young Adults	Family visitation center	6	7
90	59	Justice Systems	Mentorship support (Probation)	6	6
91	60	Environment, Transportation, CDC, Public Works	Food protections in West County	6	5
92	61	Mental/Behavioral Health, Disabled	Employer Incentives	6	2
93	62	Justice Systems	Family Reunification (Probation)	5	8
94	63	Justice Systems	Body/car cameras - one-time (Sheriff)	5	7
95	63	Environment, Transportation, CDC, Public Works	County Office of Climate Sustainability	5	7
96	63	Substance Abuse Treatment	SUD counselor education grants	5	7
97	64	Fire & Emergency Svcs	Regional inspector	5	6
98	65	Fire & Emergency Svcs	Seismic/EOS	5	5
99	66	Substance Abuse Treatment	SUD psychiatrists	4	13
100	67	Environment, Transportation, CDC, Public Works	Green infrastructure	4	7
101	68	Environment, Transportation, CDC, Public Works	Illegal dumping initiative	4	5
102	68	Early Childhood Svcs	Integrated systems - Children's Leadership Council	4	5
103	69	Library, Arts, Agriculture	Additional inspectors - Agriculture Department	4	3
104	70	Justice Systems	Mental Health eval teams (Sheriff)	4	2
105	71	Health Svcs & Regional Hospital	Infrastructure	3	8
106	72	Environment, Transportation, CDC, Public Works	Watershed protection	3	7
107	73	Justice Systems	Circles (Probation)	3	4
108	74	Environment, Transportation, CDC, Public Works	Northern Waterfront Initiative	3	3
109	75	Library, Arts, Agriculture	Rehab six libraries	2	8
110	76	Environment, Transportation, CDC, Public Works	Storm Drains	2	4
111	76	Environment, Transportation, CDC, Public Works	Street sweeping	2	4
112	77	Justice Systems	GPS Dispatching system (Sheriff)	2	3
113	77	Justice Systems	Independent investigations bureau (DA)	2	3
114	77	Health Svcs & Regional Hospital	Public Health Lab	2	3
115	78	Justice Systems	Neighborhood Patrols (Sheriff)	2	2
116	79	Justice Systems	Body/car cameras - annual (Sheriff)	1	5
117	80	Justice Systems	Quality of life crime detectives (Sheriff)	0	3

PRIORITY CATEGORY	PRIORITY PROGRAM	Yes -				Check
		Yes - Top Priority	Secondary	No - Not Sure	Not this year	
Veterans & Seniors	County Case Management - Seniors	8	7	2	2	19
	County Case Management - Veterans	6	6	2	5	19
	Discretionary Funds (Support Seniors & Vets)	9	5	5	0	19
	Nurse behavioral health clinicians	9	7	1	2	19
	Master Plan on Aging	11	5	3	0	19
	Outreach to Veterans	6	6	3	4	19
	Outreach to Seniors	7	6	3	3	19
	Community-based aging svcs	12	6	1	0	19
Fire & Emergency Svcs	Reopen Closed Stations	16	3	0	0	19
	Richmond staffing	7	6	3	3	19
	Veg Management	9	8	1	1	19
	Wildfire mitigation/fuel reduction	16	3			19
	Seasonal staffing	12	5	2		19
	Emergency Communications	7	8	4		19
	Emergency Preparedness	11	6	1	1	19
	Seismic/EOS	5	4	5	5	19
	Regional inspector	4	4	6	5	19
	Training Staff in South County	4	4	6	5	19
	Regional Paramedic	10	2	4	3	19
	Helicopter	8	3	0	8	19
	East County Fire svcs	18	1			19
Early Childhood Svcs	County family support svcs	9	8	1	1	19
	Childcare slots	12	4	1	2	19
	Childhood mental health svcs	15	4			19
	svcs for children with disabilities	14	5			19
	Service provider network supports	8	5	3	3	19
	Family partners/resource navigators	7	4	6	2	19
	Early care & education supports	9	5	4	1	19
	Integrated systems - Children's Leadership Council	1	9	4	5	19
Youth & Young Adults	Discretionary funds for CPS & foster youth	12	4	3		19
	Whole Family Living Resources/Case Management	7	7	4	1	19
	Family visitation center	4	3	7	5	19
	24/7 respite care	10	4	5		19
	Permanent housing subsidies and child care	11	6	0	2	19
	Community-based youth centers & svcs	14	4	0	1	19
Health Svcs & Regional Hospital	Public Health Lab	5	3	2	9	19
	Ambulatory svcs	8	8	3	0	19
	Hospital svcs	11	6	0	2	19
	Infrastructure	3	5	6	5	19
	Contra Costa CARES	14	2	2	1	19
Mental/Behavioral Health, Disabled	Community-based mental health crisis response	18	1	0	0	19
	Medical response to mental health (SRV Fire Model)	10	2	5	2	19
	Contra Costa Arts & Culture Commission	6	6	4	3	19
	East County Multi-Agency center for disabled	12	3	3	1	19
	Community-based mental health arts programs	9	5	3	2	19
	Community-based leadership program for deaf residents	6	9	2	2	19
	Community-based mental health (various populations)	15	3	1	0	19
	Community-based mental health for LGBTQ+	8	8	1	2	19
	Community-based mental health for AAPI	11	3	3	2	19
Employer Incentives	6	4	4	5	19	
Substance Abuse Treatment	Community-based substance use treatment	9	4	5	1	19
	Sobering center	10	4	5		19
	Recovery housing	10	3	5	1	19
	SUD psychiatrists	5	8	4	2	19
	SUD counselor education grants	7	5	5	2	19
Housing & Homelessness	Local housing trust fund (joint dept. request)	11	2	4	2	19
	Tenant legal svcs/supports - county & community-based	14	4	1		19
	Community land trust	12	2	3	2	19
	Establish Housing for People with Developmental Disabilities	12	4	3	0	19
	CCC to prioritize people w/ developmental disabilities for housing svcs	11	5	3		19

PRIORITY CATEGORY	PRIORITY PROGRAM	Yes -				Check
		Yes - Top Priority	Secondary	Not Sure	No - Not this year	
Justice Systems	Young Adult diversion (DA)	4	7	1	7	19
	Combatting human trafficking (DA)	3	7	6	3	19
	Independent investigations bureau (DA)	1	2	6	10	19
	Office of Reentry & Justice (Probation)	6	5	2	6	19
	Resident with complex BH needs (Probation)	8	6	2	3	19
	Drug treatment svcs (Probation)	6	7	3	3	19
	Sober living housing (Probation)	9	4	2	4	19
	Mentorship support (Probation)	5	4	2	8	19
	Circles (Probation)	2	4	9	4	19
	Family Reunification (Probation)	5	7	3	4	19
	Front End Advocacy Teams - FAST (Public Defender)	11	4	2	2	19
	Neighborhood Patrols (Sheriff)	0	2	3	14	19
	Mental Health eval teams (Sheriff)	3	3	2	11	19
	Quality of life crime detectives (Sheriff)	0	2	4	13	19
	GPS Dispatching system (Sheriff)	0	1	6	12	19
	Body/car cameras - one-time (Sheriff)	3	5	3	8	19
	Body/car cameras - annual (Sheriff)	3	3	4	9	19
	Community-based reentry employment	8	7	2	2	19
	Reentry success center	7	6	3	3	19
	Community-based reentry support svcs	10	5	2	2	19
	Reimagine public safety initiative - Countywide	12	2	2	3	19
	Reimagine public safety initiative - Richmond	5	3	4	7	19
	Community-based restorative justice	13	2	1	3	19
Abuse prevention/support	8	6	5	0	19	
Safety Net	CalFresh navigators	8	5	3	3	19
	Mobile food pharmacy	9	4	5	1	19
	Child support navigators	4	5	4	6	19
	Guaranteed basic income pilot	13	1	1	4	19
	Community-based training/employment	9	3	6	1	19
	Community-based food distribution	12	2	3	2	19
	County and Community-based training and development	6	8	4	1	19
Civil/legal and flexible financial asst. for interpersonal violence victims	8	9	0	2	19	
Immigration & Racial Equity	Office of Racial Equity & Social Justice	13	6	0	0	19
	Community-based equity center - East County	14	1	3	1	19
	Stand Together Contra Costa (social/legal svcs)	10	7	2	0	19
	Community-based asylum support - LGBTQ+	8	6	2	3	19
	Immigration legal svcs	12	6	0	1	19
	Rental assistance for immigrants	12	3	1	3	19
	Public defenders/social workers for immigrants	12	5	1	1	19
Multicultural wellness center (Nepali/AAPI)	8	6	2	3	19	
Library, Arts, Agriculture	Expand county library hours	11	2	2	4	19
	Rehab six libraries	4	3	2	10	19
	Arts & Culture Commission programs	6	8	2	3	19
	Grants for local artists	7	4	6	2	19
	Community and school-based arts programs	7	9	2	1	19
	Additional inspectors - Agriculture Department	4	2	5	8	19
Environment, Transportation, CDC, Public Works	Food protections in West County	4	3	8	4	19
	Storm Drains	2	4	2	11	19
	Watershed protection	4	7	1	7	19
	Street sweeping	0	4	2	13	19
	Green infrastructure	3	5	5	6	19
	Accessible Transportation Strategic (ATS) plan	15	3	0	1	19
	County Office of Climate Sustainability	7	6	3	3	19
	Northern Waterfront Initiative	2	2	6	9	19
	Illegal dumping initiative	1	7	4	7	19
	Addressing Climate Change	10	5	2	2	19
Innovations Fund	Innovations Fund	11	3	2	1	17

Sorted by High Priority, Secondary Priority							
PRIORITY CATEGORY	PRIORITY PROGRAM	High		Secondary		Not a	
		Priority	Priority %	Priority	Priority %	Priority*	Priority %
Veterans & Seniors	Community-based aging services	12	63%	6	32%	1	5%
	Master Plan on Aging	11	58%	5	26%	3	16%
	Nurse behavioral health clinicians	9	47%	7	37%	3	16%
	Discretionary Funds (Support Seniors & Vets)	9	47%	5	26%	5	26%
	County Case Management - Seniors	8	42%	7	37%	4	21%
	Outreach to Seniors	7	37%	6	32%	6	32%
	County Case Management - Veterans	6	32%	6	32%	7	37%
	Outreach to Veterans	6	32%	6	32%	7	37%
Fire & Emergency Svcs	East County Fire Services	18	95%	1	5%	0	0%
	Reopen Closed Stations	16	84%	3	16%	0	0%
	Wildfire mitigation/fuel reduction	16	84%	3	16%	0	0%
	Seasonal staffing	12	63%	5	26%	2	11%
	Emergency Preparedness	11	58%	6	32%	2	11%
	Regional Paramedic	10	53%	2	11%	7	37%
	Veg Management	9	47%	8	42%	2	11%
	Helicopter	8	42%	3	16%	8	42%
	Emergency Communications	7	37%	8	42%	4	21%
	Richmond staffing	7	37%	6	32%	6	32%
	Seismic/EOS	5	26%	4	21%	10	53%
	Regional inspector	4	21%	4	21%	11	58%
	Training Staff in South County	4	21%	4	21%	11	58%
Early Childhood Svcs	Childhood mental health services	15	79%	4	21%	0	0%
	Services for children with disabilities	14	74%	5	26%	0	0%
	Childcare slots	12	63%	4	21%	3	16%
	County family support services	9	47%	8	42%	2	11%
	Early care & education supports	9	47%	5	26%	5	26%
	Service provider network supports	8	42%	5	26%	6	32%
	Family partners/resource navigators	7	37%	4	21%	8	42%
	Integrated systems - Children's Leadership Council	1	5%	9	47%	9	47%
Youth & Young Adults	Community-based youth centers & services	14	74%	4	21%	1	5%
	Discretionary funds for CPS & foster youth	12	63%	4	21%	3	16%
	Permanent housing subsidies and child care	11	58%	6	32%	2	11%
	24/7 respite care	10	53%	4	21%	5	26%
	Whole Family Living Resources/Case Management	7	37%	7	37%	5	26%
	Family visitation center	4	21%	3	16%	12	63%
Health Svcs & Regional Hospital	Contra Costa CARES	14	74%	2	11%	3	16%
	Hospital Services	11	58%	6	32%	2	11%
	Ambulatory services	8	42%	8	42%	3	16%
	Public Health Lab	5	26%	3	16%	11	58%
	Infrastructure	3	16%	5	26%	11	58%
Mental/Behavioral Health, Disabled	Community-based mental health crisis response	18	95%	1	5%	0	0%
	Medical response to mental health (SRV Fire Model)	15	79%	3	16%	1	5%
	Contra Costa Arts & Culture Commission	12	63%	3	16%	4	21%
	East County Multi-Agency center for disabled	11	58%	3	16%	5	26%
	Community-based mental health arts programs	10	53%	2	11%	7	37%
	Community-based leadership program for deaf residents	9	47%	5	26%	5	26%
	Community-based mental health (various populations)	8	42%	8	42%	3	16%
	Community-based mental health for LGBTQ+	6	32%	9	47%	4	21%
	Community-based mental health for AAPI	6	32%	6	32%	7	37%
Employer Incentives	6	32%	4	21%	9	47%	
Substance Abuse Treatment	Sobering center	10	53%	4	21%	5	26%
	Recovery housing	10	53%	3	16%	6	32%
	Community-based substance use treatment	9	47%	4	21%	6	32%
	SUD counselor education grants	7	37%	5	26%	7	37%
	SUD psychiatrists	5	26%	8	42%	6	32%
Housing & Homelessness	Tenant legal services/supports - county & community-based	14	74%	4	21%	1	5%
	Establish Housing for People with Developmental Disabilities	12	63%	4	21%	3	16%
	Community land trust	12	63%	2	11%	5	26%
	CCC to prioritize people w developmental disabilities for housing services	11	58%	5	26%	3	16%
	Local housing trust fund (joint dept. request)	11	58%	2	11%	6	32%
Safety Net	Guaranteed basic income pilot	13	68%	1	5%	5	26%
	Community-based food distribution	12	63%	2	11%	5	26%
	Mobile food pharmacy	9	47%	4	21%	6	32%
	Community-based training/employment	9	47%	3	16%	7	37%
	Civil/legal and flexible financial asst for interpersonal violence victims	8	42%	9	47%	2	11%
	CalFresh navigators	8	42%	5	26%	6	32%
	County and Community-based training and development	6	32%	8	42%	5	26%
	Child support navigators	4	21%	5	26%	10	53%

PRIORITY CATEGORY	PRIORITY PROGRAM	High Priority	High Priority %	Secondary Priority	Secondary Priority %	Not a Priority*	Not a Priority %
Justice Systems	Community-based restorative justice	13	68%	2	11%	4	21%
	Reimagine public safety initiative - Countywide	12	63%	2	11%	5	26%
	Front End Advocacy Teams - FAST (Public Defender)	11	58%	4	21%	4	21%
	Community-based reentry support services	10	53%	5	26%	4	21%
	Sober living housing (Probation)	9	47%	4	21%	6	32%
	Community-based reentry employment	8	42%	7	37%	4	21%
	Resident with complex BH needs (Probation)	8	42%	6	32%	5	26%
	Abuse prevention/support	8	42%	6	32%	5	26%
	Reentry success center	7	37%	6	32%	6	32%
	Drug treatment services (Probation)	6	32%	7	37%	6	32%
	Office of Reentry & Justice (Probation)	6	32%	5	26%	8	42%
	Family Reunification (Probation)	5	26%	7	37%	7	37%
	Mentorship support (Probation)	5	26%	4	21%	10	53%
	Reimagine public safety initiative - Richmond	5	26%	3	16%	11	58%
	Young Adult diversion (DA)	4	21%	7	37%	8	42%
	Combatting human trafficking (DA)	3	16%	7	37%	9	47%
	Body/car cameras - one-time (Sheriff)	3	16%	5	26%	11	58%
	Mental Health eval teams (Sheriff)	3	16%	3	16%	13	68%
	Body/car cameras - annual (Sheriff)	3	16%	3	16%	13	68%
	Circles (Probation)	2	11%	4	21%	13	68%
Independent investigations bureau (DA)	1	5%	2	11%	16	84%	
Neighborhood Patrols (Sheriff)	0	0%	2	11%	17	89%	
Quality of life crime detectives (Sheriff)	0	0%	2	11%	17	89%	
GPS Dispatching system (Sheriff)	0	0%	1	5%	18	95%	
Immigration & Racial Equity	Community-based equity center - East County	14	74%	1	5%	4	21%
	Office of Racial Equity & Social Justice	13	68%	6	32%	0	0%
	Immigration legal services	12	63%	6	32%	1	5%
	Public defenders/social workers for immigrants	12	63%	5	26%	2	11%
	Rental assistance for immigrants	12	63%	3	16%	4	21%
	Stand Together Contra Costa (social/legal services)	10	53%	7	37%	2	11%
	Community-based asylum support - LGBTQ+	8	42%	6	32%	5	26%
Multicultural wellness center (Nepali/AAPI)	8	42%	6	32%	5	26%	
Library, Arts, Agriculture	Expand county library hours	11	58%	2	11%	6	32%
	Community and school-based arts programs	7	37%	9	47%	3	16%
	Grants for local artists	7	37%	4	21%	8	42%
	Arts & Culture Commission programs	6	32%	8	42%	5	26%
	Rehab six libraries	4	21%	3	16%	12	63%
Additional inspectors - Agriculture Department	4	21%	2	11%	13	68%	
Environment, Transportation, CDC, Public Works	Accessible Transportation Strategic (ATS) plan	15	79%	3	16%	1	5%
	Addressing Climate Change	10	53%	5	26%	4	21%
	County Office of Climate Sustainability	7	37%	6	32%	6	32%
	Watershed protection	4	21%	7	37%	8	42%
	Food protections in West County	4	21%	3	16%	12	63%
	Green infrastructure	3	16%	5	26%	11	58%
	Storm Drains	2	11%	4	21%	13	68%
	Northern Waterfront Initiative	2	11%	2	11%	15	79%
	Illegal dumping initiative	1	5%	7	37%	11	58%
Street sweeping	0	0%	4	21%	15	79%	
Innovations Fund**							
	Innovations Fund	11	65%	3	18%	3	18%

*Not a priority is the sum of "Not Sure" and "No - Not This Year" responses.

** Innovations Fund question only had 17 responses at the time of this data compilation

Sorted by High Priority, Secondary Priority, Not Sure

	PRIORITY CATEGORY	PRIORITY PROGRAM	High	Secondary	Not Sure
			Priority	Priority	
1	Mental/Behavioral Health, Disabled	Community-based mental health crisis response	18	1	0
2	Fire & Emergency Svcs	East County Fire Services	18	1	0
3	Fire & Emergency Svcs	Reopen Closed Stations	16	3	0
4	Fire & Emergency Svcs	Wildfire mitigation/fuel reduction	16	3	0
5	Early Childhood Svcs	Childhood mental health services	15	4	0
6	Mental/Behavioral Health, Disabled	Community-based mental health (various populations)	15	3	1
7	Public Works	Accessible Transportation Strategic (ATS) plan	15	3	0
8	Early Childhood Svcs	Services for children with disabilities	14	5	0
9	Housing & Homelessness	Tenant legal services/supports - county & community-based	14	4	1
10	Youth & Young Adults	Community-based youth centers & services	14	4	0
11	Health Svcs & Regional Hospital	Contra Costa CARES	14	2	2
12	Immigration & Racial Equity	Community-based equity center - East County	14	1	3
13	Immigration & Racial Equity	Office of Racial Equity & Social Justice	13	6	0
14	Justice Systems	Community-based restorative justice	13	2	1
15	Safety Net	Guaranteed basic income pilot	13	1	1
16	Veterans & Seniors	Community-based aging services	12	6	1
17	Immigration & Racial Equity	Immigration legal services	12	6	0
18	Fire & Emergency Svcs	Seasonal staffing	12	5	2
19	Immigration & Racial Equity	Public defenders/social workers for immigrants	12	5	1
20	Housing & Homelessness	Establish Housing for People with Developmental Disabilities	12	4	3
21	Youth & Young Adults	Discretionary funds for CPS & foster youth	12	4	3
22	Early Childhood Svcs	Childcare slots	12	4	1
23	Mental/Behavioral Health, Disabled	East County Multi-Agency center for disabled	12	3	3
24	Immigration & Racial Equity	Rental assistance for immigrants	12	3	1
25	Housing & Homelessness	Community land trust	12	2	3
26	Safety Net	Community-based food distribution	12	2	3
27	Justice Systems	Reimagine public safety initiative - Countywide	12	2	2
28	Fire & Emergency Svcs	Emergency Preparedness	11	6	1
29	Youth & Young Adults	Permanent housing subsidies and child care	11	6	0
30	Health Svcs & Regional Hospital	Hospital Services	11	6	0
31	Veterans & Seniors	Master Plan on Aging	11	5	3
32	Housing & Homelessness	County to prioritize people with developmental disabilities for housing ser	11	5	3
33	Justice Systems	Front End Advocacy Teams - FAST (Public Defender)	11	4	2
34	Mental/Behavioral Health, Disabled	Community-based mental health for AAPI	11	3	3
35	Innovations Fund**	Innovations Fund	11	3	2
36	Housing & Homelessness	Local housing trust fund (joint dept. request)	11	2	4
37	Library, Arts, Agriculture	Expand county library hours	11	2	2
38	Immigration & Racial Equity	Stand Together Contra Costa (social/legal services)	10	7	2
39	Justice Systems	Community-based reentry support services	10	5	2
40	Public Works	Addressing Climate Change	10	5	2
41	Youth & Young Adults	24/7 respite care	10	4	5
42	Substance Abuse Treatment	Sobering center	10	4	5
43	Substance Abuse Treatment	Recovery housing	10	3	5
44	Mental/Behavioral Health, Disabled	Medical response to mental health (SRV Fire Model)	10	2	5
45	Fire & Emergency Svcs	Regional Paramedic	10	2	4
46	Fire & Emergency Svcs	Veg Management	9	8	1
47	Early Childhood Svcs	County family support services	9	8	1
48	Veterans & Seniors	Nurse behavioral health clinicians	9	7	1
49	Veterans & Seniors	Discretionary Funds (Support Seniors & Vets)	9	5	5
50	Early Childhood Svcs	Early care & education supports	9	5	4
51	Mental/Behavioral Health, Disabled	Community-based mental health arts programs	9	5	3
52	Substance Abuse Treatment	Community-based substance use treatment	9	4	5

	PRIORITY CATEGORY	PRIORITY PROGRAM	High Priority	Secondary Priority	Not Sure
53	Safety Net	Mobile food pharmacy	9	4	5
54	Justice Systems	Sober living housing (Probation)	9	4	2
55	Safety Net	Community-based training/employment	9	3	6
56	Safety Net	Civil/legal and flexible financial assistance for interpersonal violence victim	8	9	0
57	Health Svcs & Regional Hospital	Ambulatory services	8	8	3
58	Mental/Behavioral Health, Disabled	Community-based mental health for LGBTQ+	8	8	1
59	Veterans & Seniors	County Case Management - Seniors	8	7	2
60	Justice Systems	Community-based reentry employment	8	7	2
61	Justice Systems	Abuse prevention/support	8	6	5
62	Justice Systems	Resident with complex BH needs (Probation)	8	6	2
63	Immigration & Racial Equity	Community-based asylum support - LGBTQ+	8	6	2
64	Immigration & Racial Equity	Multicultural wellness center (Nepali/AAPI)	8	6	2
65	Early Childhood Svcs	Service provider network supports	8	5	3
66	Safety Net	CalFresh navigators	8	5	3
67	Fire & Emergency Svcs	Helicopter	8	3	0
68	Library, Arts, Agriculture	Community and school-based arts programs	7	9	2
69	Fire & Emergency Svcs	Emergency Communications	7	8	4
70	Youth & Young Adults	Whole Family Living Resources/Case Management	7	7	4
71	Veterans & Seniors	Outreach to Seniors	7	6	3
72	Fire & Emergency Svcs	Richmond staffing	7	6	3
73	Justice Systems	Reentry success center	7	6	3
74	Environment, Transportation, CDC, Public Works	County Office of Climate Sustainability	7	6	3
75	Substance Abuse Treatment	SUD counselor education grants	7	5	5
76	Early Childhood Svcs	Family partners/resource navigators	7	4	6
77	Library, Arts, Agriculture	Grants for local artists	7	4	6
78	Mental/Behavioral Health, Disabled	Community-based leadership program for deaf residents	6	9	2
79	Safety Net	County and Community-based training and development	6	8	4
80	Library, Arts, Agriculture	Arts & Culture Commission programs	6	8	2
81	Justice Systems	Drug treatment services (Probation)	6	7	3
82	Mental/Behavioral Health, Disabled	Contra Costa Arts & Culture Commission	6	6	4
83	Veterans & Seniors	Outreach to Veterans	6	6	3
84	Veterans & Seniors	County Case Management - Veterans	6	6	2
85	Justice Systems	Office of Reentry & Justice (Probation)	6	5	2
86	Mental/Behavioral Health, Disabled	Employer Incentives	6	4	4
87	Substance Abuse Treatment	SUD psychiatrists	5	8	4
88	Justice Systems	Family Reunification (Probation)	5	7	3
89	Fire & Emergency Svcs	Seismic/EOS	5	4	5
90	Justice Systems	Mentorship support (Probation)	5	4	2
91	Justice Systems	Reimagine public safety initiative - Richmond	5	3	4
92	Health Svcs & Regional Hospital	Public Health Lab	5	3	2
93	Justice Systems	Young Adult diversion (DA)	4	7	1
94	Environment, Transportation, CDC, Public Works	Watershed protection	4	7	1
95	Safety Net	Child support navigators	4	5	4
96	Fire & Emergency Svcs	Regional inspector	4	4	6
97	Fire & Emergency Svcs	Training Staff in South County	4	4	6
98	Environment, Transportation, CDC, Public Works	Food protections in West County	4	3	8
99	Youth & Young Adults	Family visitation center	4	3	7

	PRIORITY CATEGORY	PRIORITY PROGRAM	High Priority	Secondary Priority	Not Sure
100	Library, Arts, Agriculture	Rehab six libraries	4	3	2
101	Library, Arts, Agriculture	Additional inspectors - Agriculture Department	4	2	5
102	Justice Systems	Combatting human trafficking (DA)	3	7	6
103	Health Svcs & Regional Hospital	Infrastructure	3	5	6
104	Environment, Transportation, CDC, Public Works	Green infrastructure	3	5	5
105	Justice Systems	Body/car cameras - one-time (Sheriff)	3	5	3
106	Justice Systems	Body/car cameras - annual (Sheriff)	3	3	4
107	Justice Systems	Mental Health eval teams (Sheriff)	3	3	2
108	Justice Systems	Circles (Probation)	2	4	9
109	Environment, Transportation, CDC, Public Works	Storm Drains	2	4	2
110	Environment, Transportation, CDC, Public Works	Northern Waterfront Initiative	2	2	6
111	Early Childhood Svcs	Integrated systems - Children's Leadership Council	1	9	4
112	Environment, Transportation, CDC, Public Works	Illegal dumping initiative	1	7	4
113	Justice Systems	Independent investigations bureau (DA)	1	2	6
114	Environment, Transportation, CDC, Public Works	Street sweeping	0	4	2
115	Justice Systems	Quality of life crime detectives (Sheriff)	0	2	4
116	Justice Systems	Neighborhood Patrols (Sheriff)	0	2	3
117	Justice Systems	GPS Dispatching system (Sheriff)	0	1	6

*Not a priority is the sum of "Not Sure" and "No - Not This Year" responses.

** Innovations Fund question only had 17 responses at the time of this data compilation

Sorted by "No - Not this year", "Not Sure"			
PRIORITY CATEGORY	PRIORITY PROGRAM	No - Not this year	Not Sure
Justice Systems	Neighborhood Patrols (Sheriff)	14	3
Justice Systems	Quality of life crime detectives (Sheriff)	13	4
Environment, Transportation, CDC, Public Works	Street sweeping	13	2
Justice Systems	GPS Dispatching system (Sheriff)	12	6
Justice Systems	Mental Health eval teams (Sheriff)	11	2
Environment, Transportation, CDC, Public Works	Storm Drains	11	2
Justice Systems	Independent investigations bureau (DA)	10	6
Library, Arts, Agriculture	Rehab six libraries	10	2
Environment, Transportation, CDC, Public Works	Northern Waterfront Initiative	9	6
Justice Systems	Body/car cameras - annual (Sheriff)	9	4
Health Svcs & Regional Hospital	Public Health Lab	9	2
Library, Arts, Agriculture	Additional inspectors - Agriculture Department	8	5
Justice Systems	Body/car cameras - one-time (Sheriff)	8	3
Justice Systems	Mentorship support (Probation)	8	2
Fire & Emergency Svcs	Helicopter	8	0
Justice Systems	Reimagine public safety initiative - Richmond	7	4
Environment, Transportation, CDC, Public Works	Illegal dumping initiative	7	4
Justice Systems	Young Adult diversion (DA)	7	1
Environment, Transportation, CDC, Public Works	Watershed protection	7	1
Environment, Transportation, CDC, Public Works	Green infrastructure	6	5
Safety Net	Child support navigators	6	4
Justice Systems	Office of Reentry & Justice (Probation)	6	2
Youth & Young Adults	Family visitation center	5	7
Fire & Emergency Svcs	Regional inspector	5	6
Fire & Emergency Svcs	Training Staff in South County	5	6
Health Svcs & Regional Hospital	Infrastructure	5	6
Fire & Emergency Svcs	Seismic/EOS	5	5
Early Childhood Svcs	Integrated systems - Children's Leadership Council	5	4
Mental/Behavioral Health, Disabled	Employer Incentives	5	4
Veterans & Seniors	County Case Management - Veterans	5	2
Justice Systems	Circles (Probation)	4	9

PRIORITY CATEGORY	PRIORITY PROGRAM	No - Not this year	Not Sure
Environment, Transportation, CDC, Public Works	Food protections in West County	4	8
Veterans & Seniors	Outreach to Veterans	4	3
Justice Systems	Family Reunification (Probation)	4	3
Justice Systems	Sober living housing (Probation)	4	2
Library, Arts, Agriculture	Expand county library hours	4	2
Safety Net	Guaranteed basic income pilot	4	1
Justice Systems	Combatting human trafficking (DA)	3	6
Fire & Emergency Svcs	Regional Paramedic	3	4
Mental/Behavioral Health, Disabled	Contra Costa Arts & Culture Commission	3	4
Veterans & Seniors	Outreach to Seniors	3	3
Fire & Emergency Svcs	Richmond staffing	3	3
Early Childhood Svcs	Service provider network supports	3	3
Justice Systems	Drug treatment services (Probation)	3	3
Justice Systems	Reentry success center	3	3
Safety Net	CalFresh navigators	3	3
Environment, Transportation, CDC, Public Works	County Office of Climate Sustainability	3	3
Justice Systems	Resident with complex BH needs (Probation)	3	2
Justice Systems	Reimagine public safety initiative - Countywide	3	2
Immigration & Racial Equity	Community-based asylum support - LGBTQ+	3	2
Immigration & Racial Equity	Multicultural wellness center (Nepali/AAPI)	3	2
Library, Arts, Agriculture	Arts & Culture Commission programs	3	2
Justice Systems	Community-based restorative justice	3	1
Immigration & Racial Equity	Rental assistance for immigrants	3	1
Early Childhood Svcs	Family partners/resource navigators	2	6
Library, Arts, Agriculture	Grants for local artists	2	6
Mental/Behavioral Health, Disabled	Medical response to mental health (SRV Fire Model)	2	5
Substance Abuse Treatment	SUD counselor education grants	2	5
Substance Abuse Treatment	SUD psychiatrists	2	4
Housing & Homelessness	Local housing trust fund (joint dept. request)	2	4
Mental/Behavioral Health, Disabled	Community-based mental health arts programs	2	3
Mental/Behavioral Health, Disabled	Community-based mental health for AAPI	2	3
Housing & Homelessness	Community land trust	2	3
Safety Net	Community-based food distribution	2	3
Veterans & Seniors	County Case Management - Seniors	2	2
Mental/Behavioral Health, Disabled	Community-based leadership program for deaf residents	2	2
Justice Systems	Front End Advocacy Teams - FAST (Public Defender)	2	2
Justice Systems	Community-based reentry employment	2	2
Justice Systems	Community-based reentry support services	2	2

PRIORITY CATEGORY	PRIORITY PROGRAM	No - Not this year	Not Sure
Environment, Transportation, CDC, Public Works	Addressing Climate Change	2	2
Veterans & Seniors	Nurse behavioral health clinicians	2	1
Early Childhood Svcs	Childcare slots	2	1
Mental/Behavioral Health, Disabled	Community-based mental health for LGBTQ+	2	1
Youth & Young Adults	Permanent housing subsidies and child care	2	0
Health Svcs & Regional Hospital	Hospital Services	2	0
Safety Net	Civil/legal and flexible financial asst for interpersonal violence victims	2	0
Safety Net	Community-based training/employment	1	6
Substance Abuse Treatment	Community-based substance use treatment	1	5
Substance Abuse Treatment	Recovery housing	1	5
Safety Net	Mobile food pharmacy	1	5
Early Childhood Svcs	Early care & education supports	1	4
Youth & Young Adults	Whole Family Living Resources/Case Management	1	4
Safety Net	County and Community-based training and development	1	4
Mental/Behavioral Health, Disabled	East County Multi-Agency center for disabled	1	3
Immigration & Racial Equity	Community-based equity center - East County	1	3
Health Svcs & Regional Hospital	Contra Costa CARES	1	2
Library, Arts, Agriculture	Community and school-based arts programs	1	2
Innovations Fund	Innovations Fund	1	2
Fire & Emergency Svcs	Veg Management	1	1
Fire & Emergency Svcs	Emergency Preparedness	1	1
Early Childhood Svcs	County family support services	1	1
Immigration & Racial Equity	Public defenders/social workers for immigrants	1	1
Youth & Young Adults	Community-based youth centers & services	1	0
Immigration & Racial Equity	Immigration legal services	1	0
Environment, Transportation, CDC, Public Works	Accessible Transportation Strategic (ATS) plan	1	0
Veterans & Seniors	Discretionary Funds (Support Seniors & Vets)	0	5
Justice Systems	Abuse prevention/support	0	5
Veterans & Seniors	Master Plan on Aging	0	3
Health Svcs & Regional Hospital	Ambulatory services	0	3
Housing & Homelessness	Establish Housing for People with Developmental Disabilities	0	3
Immigration & Racial Equity	Stand Together Contra Costa (social/legal services)	0	2
Veterans & Seniors	Community-based aging services	0	1
Mental/Behavioral Health, Disabled	Community-based mental health (various populations)	0	1
Fire & Emergency Svcs	Reopen Closed Stations	0	0
Mental/Behavioral Health, Disabled	Community-based mental health crisis response	0	0

PRIORITY CATEGORY	PRIORITY PROGRAM	No - Not this year	Not Sure
Immigration & Racial Equity	Office of Racial Equity & Social Justice	0	0
Youth & Young Adults	24/7 respite care	0	5
Substance Abuse Treatment	Sobering center	0	5
Fire & Emergency Svcs	Emergency Communications	0	4
Youth & Young Adults	Discretionary funds for CPS & foster youth	0	3
Housing & Homelessness	CCC to prioritize people w developmental disabilities for housing services	0	3
Fire & Emergency Svcs	Seasonal staffing	0	2
Housing & Homelessness	Tenant legal services/supports - county & community-based	0	1
Fire & Emergency Svcs	Wildfire mitigation/fuel reduction	0	0
Fire & Emergency Svcs	East County Fire Services	0	0
Early Childhood Svcs	Childhood mental health services	0	0
Early Childhood Svcs	Services for children with disabilities	0	0

Sorted by "Not Sure"		
PRIORITY CATEGORY	PRIORITY PROGRAM	Not Sure
Justice Systems	Circles (Probation)	9
Environment, Transportation, CDC, Public Works	Food protections in West County	8
Youth & Young Adults	Family visitation center	7
Justice Systems	GPS Dispatching system (Sheriff)	6
Justice Systems	Independent investigations bureau (DA)	6
Environment, Transportation, CDC, Public Works	Northern Waterfront Initiative	6
Fire & Emergency Svcs	Regional inspector	6
Fire & Emergency Svcs	Training Staff in South County	6
Health Svcs & Regional Hospital	Infrastructure	6
Justice Systems	Combatting human trafficking (DA)	6
Early Childhood Svcs	Family partners/resource navigators	6
Library, Arts, Agriculture	Grants for local artists	6
Safety Net	Community-based training/employment	6
Library, Arts, Agriculture	Additional inspectors - Agriculture Department	5
Environment, Transportation, CDC, Public Works	Green infrastructure	5
Fire & Emergency Svcs	Seismic/EOS	5
Mental/Behavioral Health, Disabled	Medical response to mental health (SRV Fire Model)	5
Substance Abuse Treatment	SUD counselor education grants	5
Substance Abuse Treatment	Community-based substance use treatment	5
Substance Abuse Treatment	Recovery housing	5
Safety Net	Mobile food pharmacy	5
Veterans & Seniors	Discretionary Funds (Support Seniors & Vets)	5
Justice Systems	Abuse prevention/support	5
Youth & Young Adults	24/7 respite care	5
Substance Abuse Treatment	Sobering center	5
Justice Systems	Quality of life crime detectives (Sheriff)	4
Justice Systems	Body/car cameras - annual (Sheriff)	4
Justice Systems	Reimagine public safety initiative - Richmond	4
Environment, Transportation, CDC, Public Works	Illegal dumping initiative	4
Safety Net	Child support navigators	4
Early Childhood Svcs	Integrated systems - Children's Leadership Council	4
Mental/Behavioral Health, Disabled	Employer Incentives	4
Fire & Emergency Svcs	Regional Paramedic	4
Mental/Behavioral Health, Disabled	Contra Costa Arts & Culture Commission	4
Substance Abuse Treatment	SUD psychiatrists	4
Housing & Homelessness	Local housing trust fund (joint dept. request)	4
Early Childhood Svcs	Early care & education supports	4
Youth & Young Adults	Whole Family Living Resources/Case Management	4
Safety Net	County and Community-based training and development	4
Fire & Emergency Svcs	Emergency Communications	4
Justice Systems	Neighborhood Patrols (Sheriff)	3
Justice Systems	Body/car cameras - one-time (Sheriff)	3
Veterans & Seniors	Outreach to Veterans	3
Justice Systems	Family Reunification (Probation)	3
Veterans & Seniors	Outreach to Seniors	3
Fire & Emergency Svcs	Richmond staffing	3
Early Childhood Svcs	Service provider network supports	3
Justice Systems	Drug treatment services (Probation)	3
Justice Systems	Reentry success center	3

PRIORITY CATEGORY	PRIORITY PROGRAM	Not Sure
Safety Net	CalFresh navigators	3
Environment, Transportation, CDC, Public Works	County Office of Climate Sustainability	3
Mental/Behavioral Health, Disabled	Community-based mental health arts programs	3
Mental/Behavioral Health, Disabled	Community-based mental health for AAPI	3
Housing & Homelessness	Community land trust	3
Safety Net	Community-based food distribution	3
Mental/Behavioral Health, Disabled	East County Multi-Agency center for disabled	3
Immigration & Racial Equity	Community-based equity center - East County	3
Veterans & Seniors	Master Plan on Aging	3
Health Svcs & Regional Hospital	Ambulatory services	3
Housing & Homelessness	Establish Housing for People with Developmental Disabilities	3
Youth & Young Adults	Discretionary funds for CPS & foster youth	3
Housing & Homelessness	County to prioritize people with developmental disabilities for housing servi	3
Environment, Transportation, CDC, Public Works	Street sweeping	2
Justice Systems	Mental Health eval teams (Sheriff)	2
Environment, Transportation, CDC, Public Works	Storm Drains	2
Library, Arts, Agriculture	Rehab six libraries	2
Health Svcs & Regional Hospital	Public Health Lab	2
Justice Systems	Mentorship support (Probation)	2
Justice Systems	Office of Reentry & Justice (Probation)	2
Veterans & Seniors	County Case Management - Veterans	2
Justice Systems	Sober living housing (Probation)	2
Library, Arts, Agriculture	Expand county library hours	2
Justice Systems	Resident with complex BH needs (Probation)	2
Justice Systems	Reimagine public safety initiative - Countywide	2
Immigration & Racial Equity	Community-based asylum support - LGBTQ+	2
Immigration & Racial Equity	Multicultural wellness center (Nepali/AAPI)	2
Library, Arts, Agriculture	Arts & Culture Commission programs	2
Veterans & Seniors	County Case Management - Seniors	2
Mental/Behavioral Health, Disabled	Community-based leadership program for deaf residents	2
Justice Systems	Front End Advocacy Teams - FAST (Public Defender)	2
Justice Systems	Community-based reentry employment	2
Justice Systems	Community-based reentry support services	2
Environment, Transportation, CDC, Public Works	Addressing Climate Change	2
Health Svcs & Regional Hospital	Contra Costa CARES	2
Library, Arts, Agriculture	Community and school-based arts programs	2
Innovations Fund	Innovations Fund	2
Immigration & Racial Equity	Stand Together Contra Costa (social/legal services)	2
Fire & Emergency Svcs	Seasonal staffing	2
Justice Systems	Young Adult diversion (DA)	1
Environment, Transportation, CDC, Public Works	Watershed protection	1
Safety Net	Guaranteed basic income pilot	1
Justice Systems	Community-based restorative justice	1
Immigration & Racial Equity	Rental assistance for immigrants	1
Veterans & Seniors	Nurse behavioral health clinicians	1
Early Childhood Svcs	Childcare slots	1
Mental/Behavioral Health, Disabled	Community-based mental health for LGBTQ+	1
Fire & Emergency Svcs	Veg Management	1
Fire & Emergency Svcs	Emergency Preparedness	1
Early Childhood Svcs	County family support services	1
Immigration & Racial Equity	Public defenders/social workers for immigrants	1

PRIORITY CATEGORY	PRIORITY PROGRAM	Not Sure
Veterans & Seniors	Community-based aging services	1
Mental/Behavioral Health, Disabled	Community-based mental health (various populations)	1
Housing & Homelessness	Tenant legal services/supports - county & community-based	1
Fire & Emergency Svcs	Helicopter	0
Youth & Young Adults	Permanent housing subsidies and child care	0
Health Svcs & Regional Hospital	Hospital Services	0
Safety Net	Civil/legal and flexible financial assistance for interpersonal violence victims	0
Youth & Young Adults	Community-based youth centers & services	0
Immigration & Racial Equity	Immigration legal services	0
Environment, Transportation, CDC, Public Works	Accessible Transportation Strategic (ATS) plan	0
Fire & Emergency Svcs	Reopen Closed Stations	0
Mental/Behavioral Health, Disabled	Community-based mental health crisis response	0
Immigration & Racial Equity	Office of Racial Equity & Social Justice	0
Fire & Emergency Svcs	Wildfire mitigation/fuel reduction	0
Fire & Emergency Svcs	East County Fire Services	0
Early Childhood Svcs	Childhood mental health services	0
Early Childhood Svcs	Services for children with disabilities	0

Measure X 8.20.21 Poll #1

19 responses

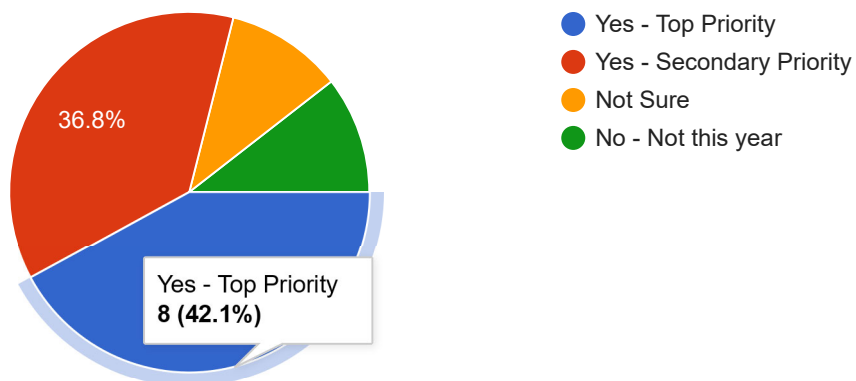
Full Name

19 responses

Seniors & Veterans

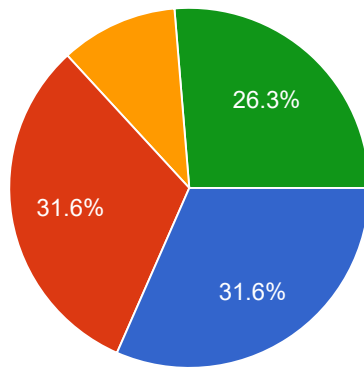
County Case Management - Seniors

19 responses



County Case Management - Veterans

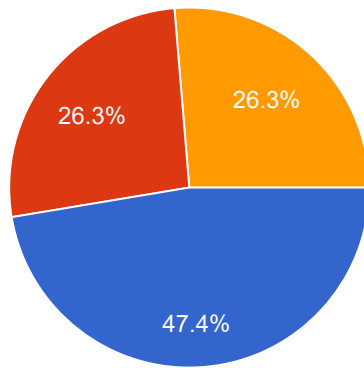
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Discretionary Funds (Support Seniors & Vets)

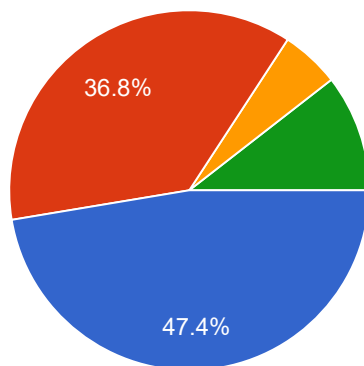
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Nurse behavioral health clinicians

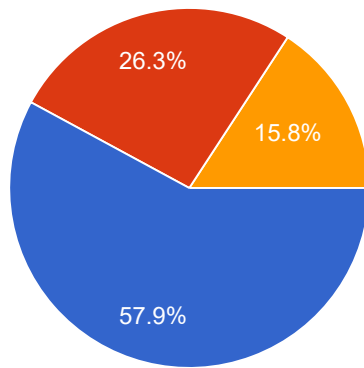
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Master Plan on Aging

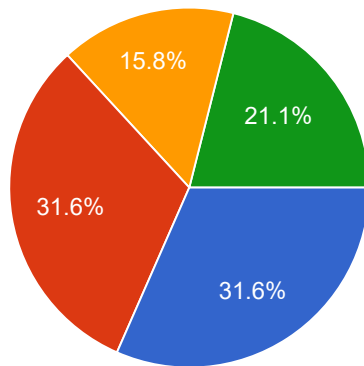
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Outreach to Veterans

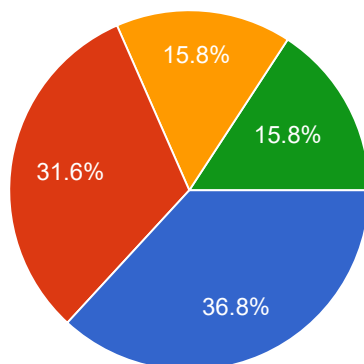
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Outreach to Seniors

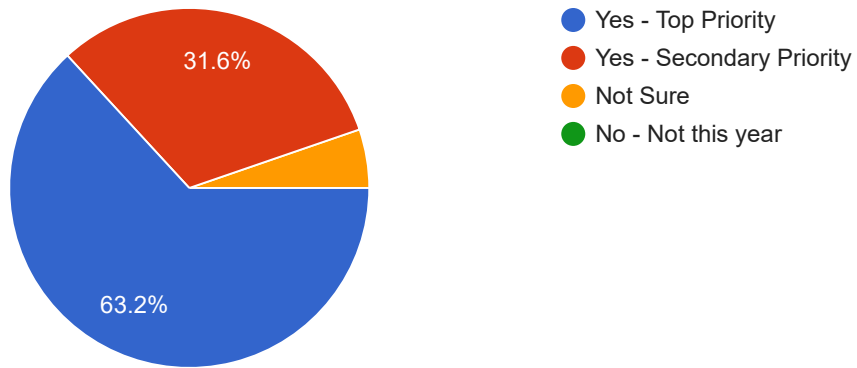
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based aging services

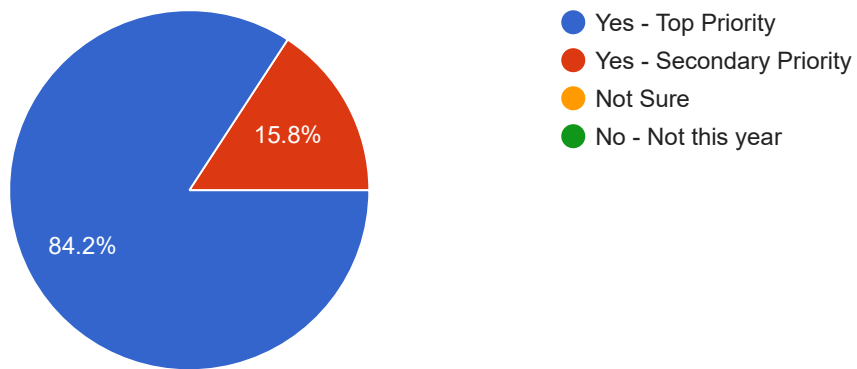
19 responses



Fire & Emergency Response

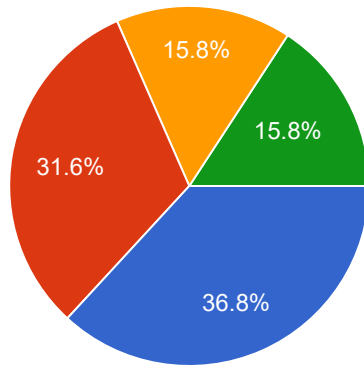
Reopen Closed Stations

19 responses



Richmond staffing

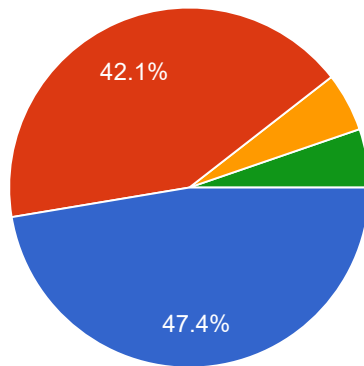
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Veg Management

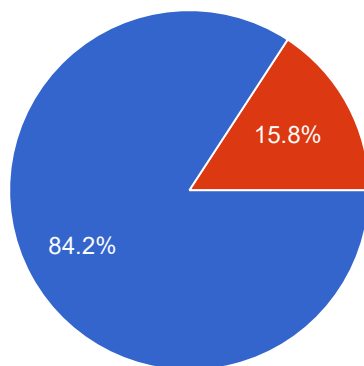
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Wildfire mitigation/fuel reduction

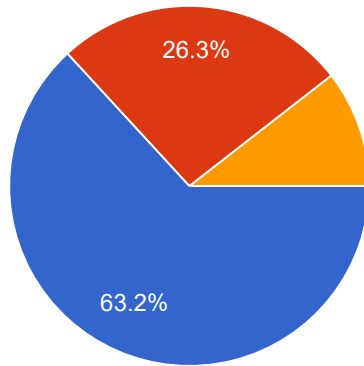
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Seasonal staffing

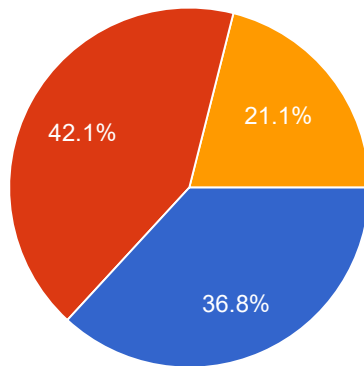
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Emergency Communications

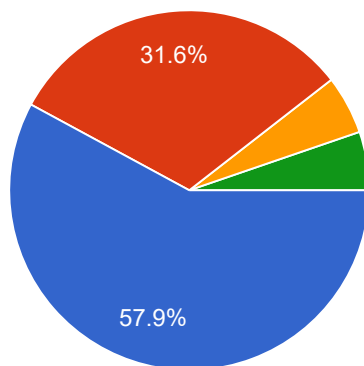
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Emergency Preparedness

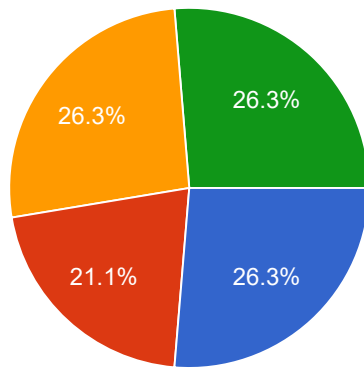
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Seismic/EOS

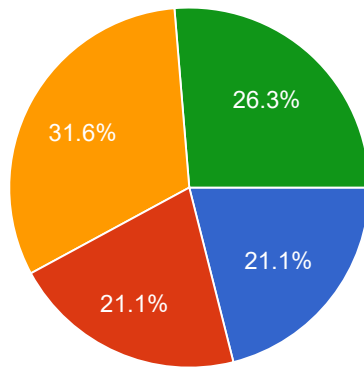
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Regional inspector

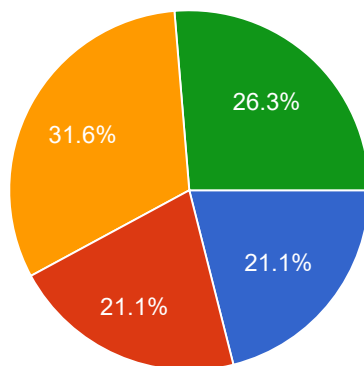
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Training Staff in South County

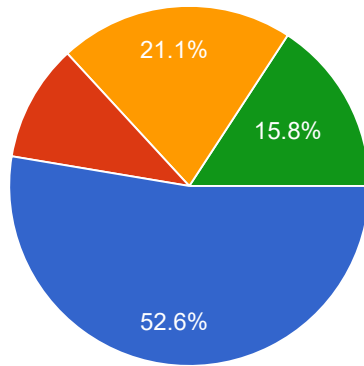
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Regional Paramedic

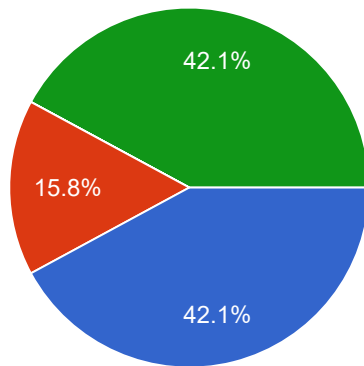
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Helicopter

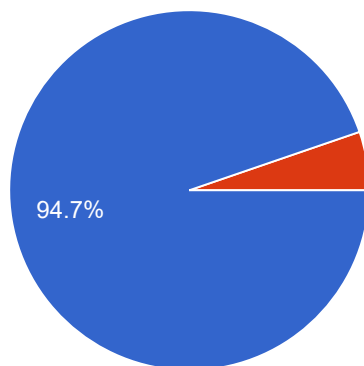
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

East County Fire Services

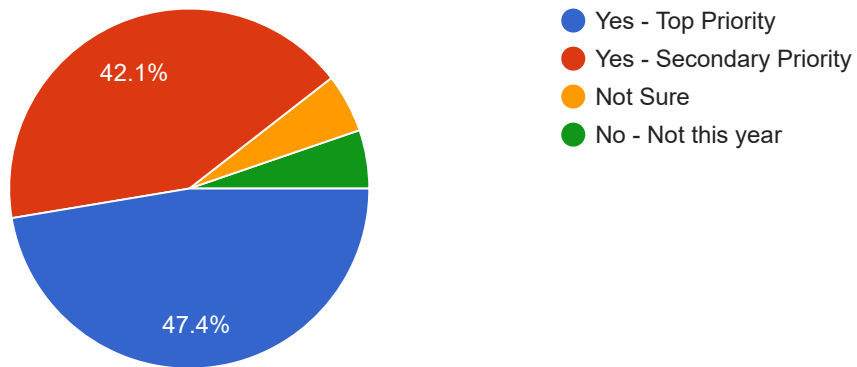
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

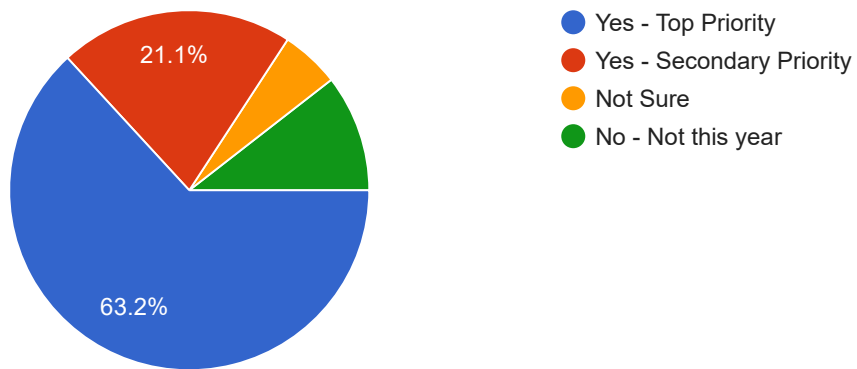
County family support services

19 responses



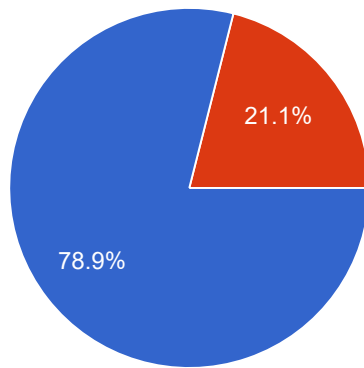
Childcare slots

19 responses



Childhood mental health services

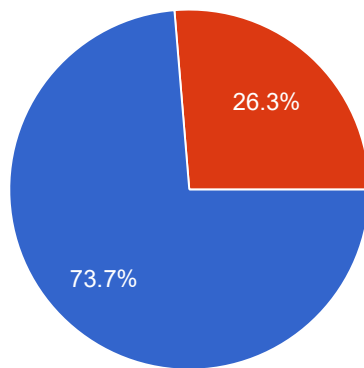
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Services for children with disabilities

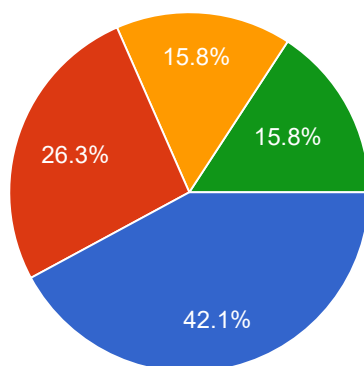
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Service provider network supports

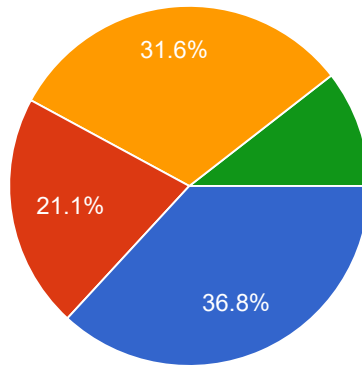
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Family partners/resource navigators

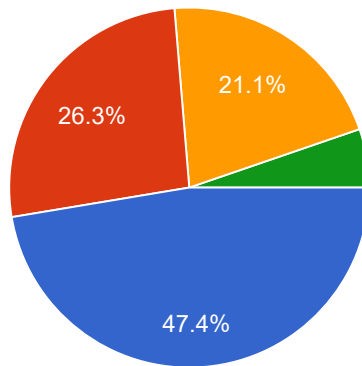
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Early care & education supports

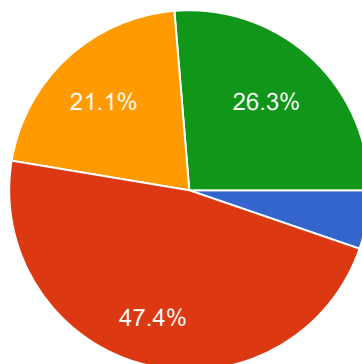
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Integrated systems - Children's Leadership Council

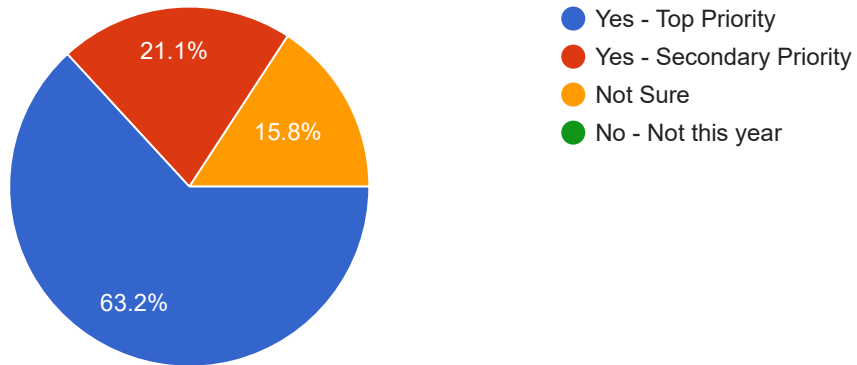
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

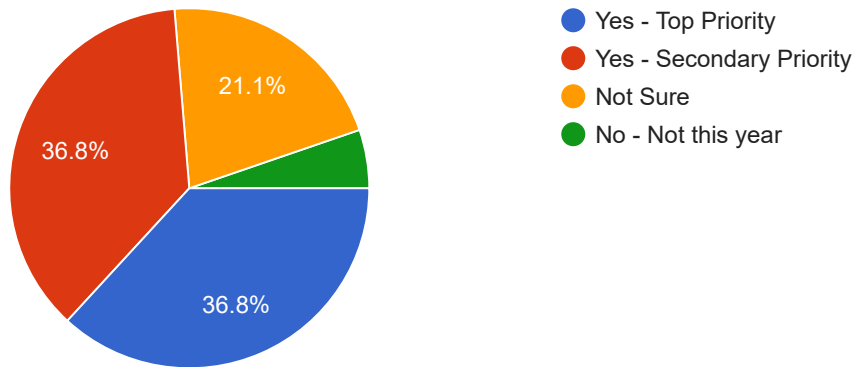
Discretionary funds for CPS & foster youth

19 responses



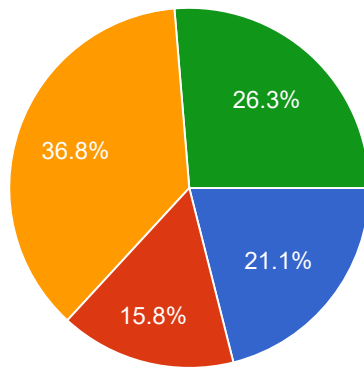
Whole Family Living Resources/Case Management

19 responses



Family visitation center

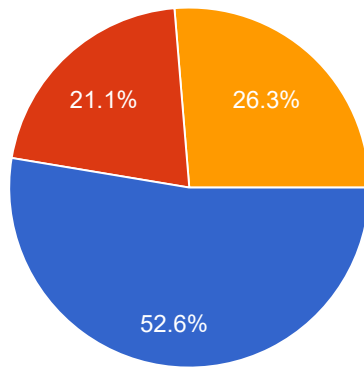
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

24/7 respite care

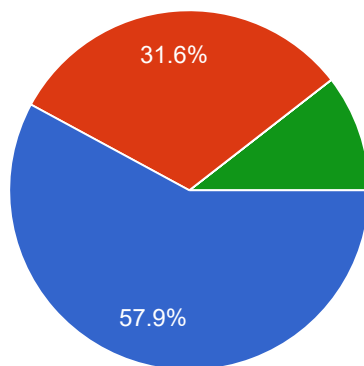
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Permanent housing subsidies and child care

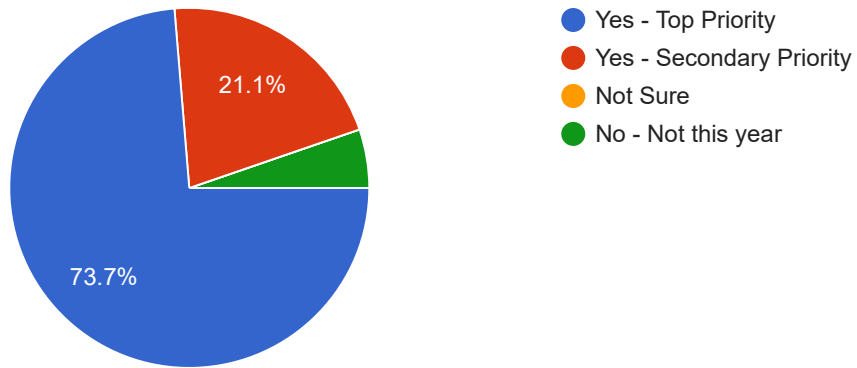
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based youth centers & services

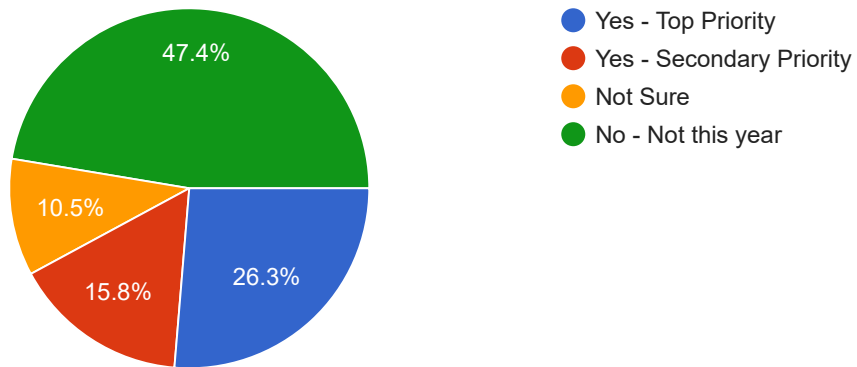
19 responses



Health Services & Regional Hospital

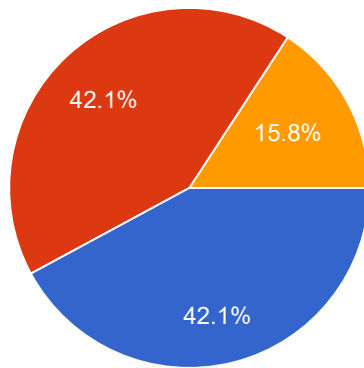
Public Health Lab

19 responses



Ambulatory services

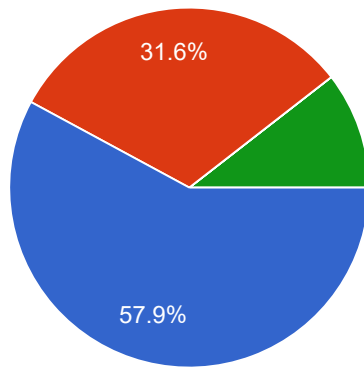
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Hospital Services

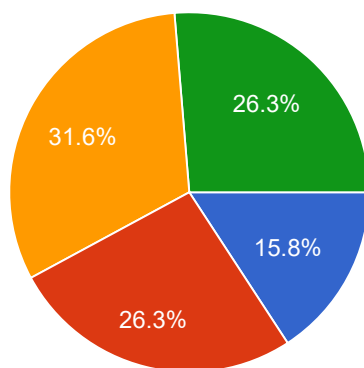
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Infrastructure

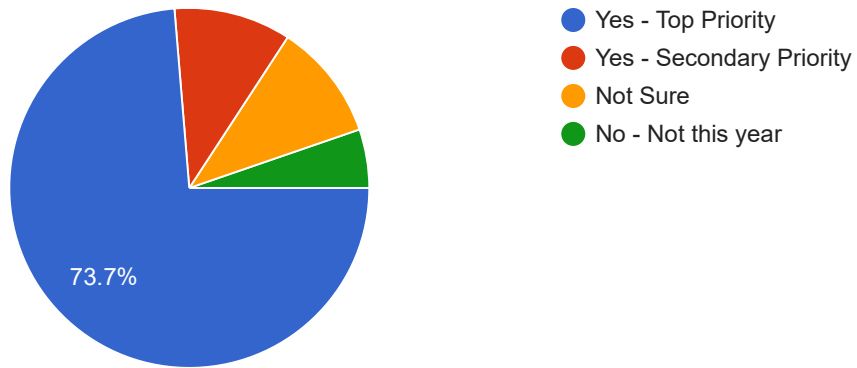
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Contra Costa CARES

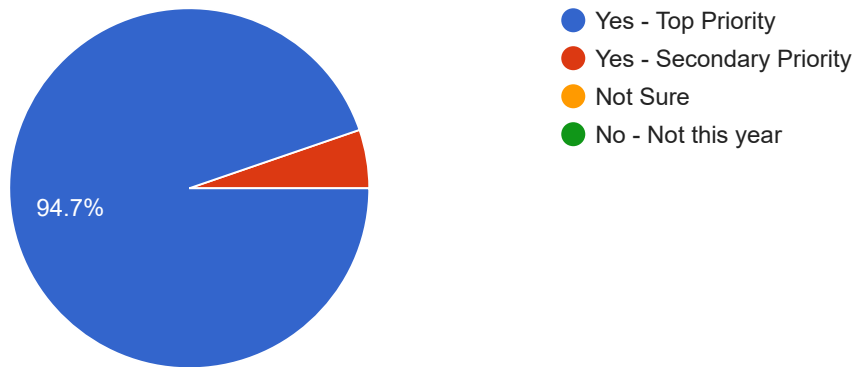
19 responses



Mental/Behavioral Health, Disabled

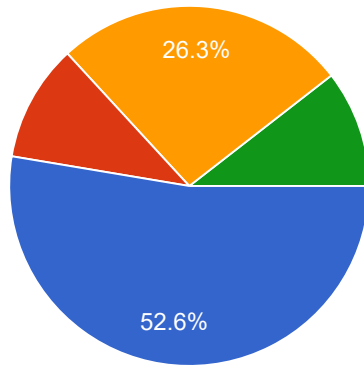
Community-based mental health crisis response

19 responses



Medical response to mental health (SRV Fire Model)

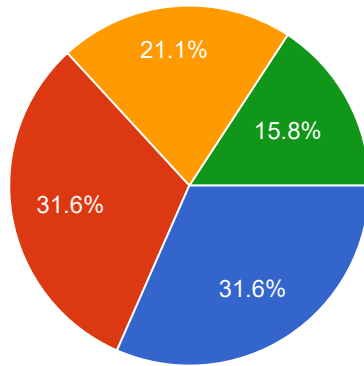
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Contra Costa Arts & Culture Commission

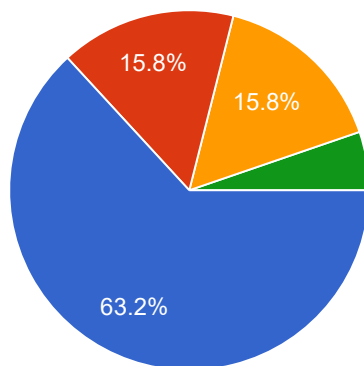
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

East County Multi-Agency center for disabled

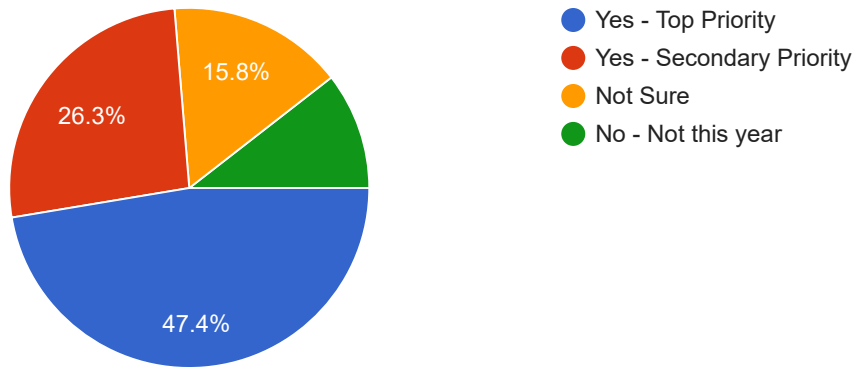
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

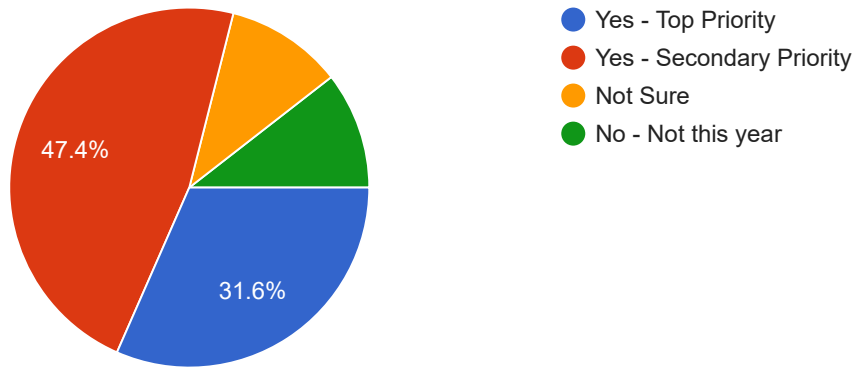
Community-based mental health arts programs

19 responses



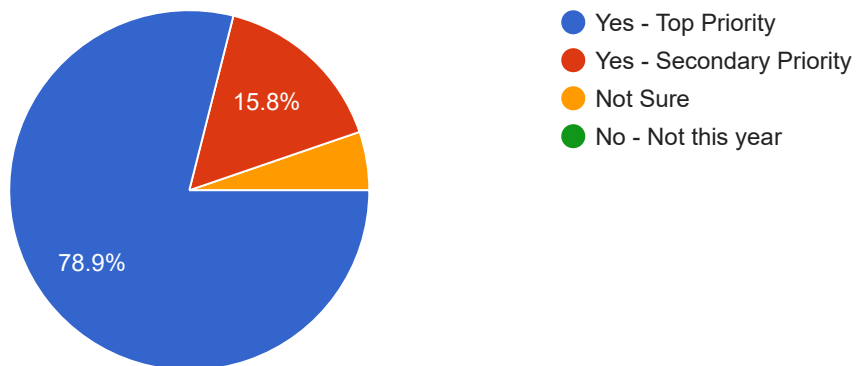
Community-based leadership program for deaf residents

19 responses



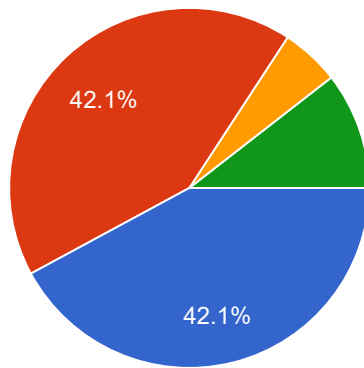
Community-based mental health (various populations)

19 responses



Community-based mental health for LGBTQ+

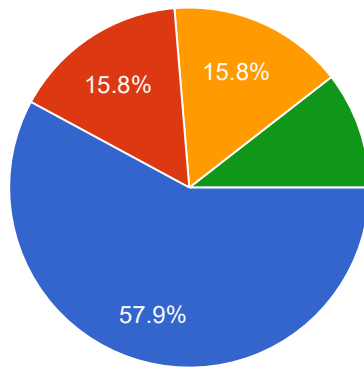
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based mental health for AAPI

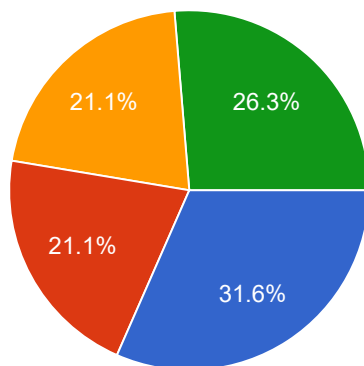
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Employer Incentives

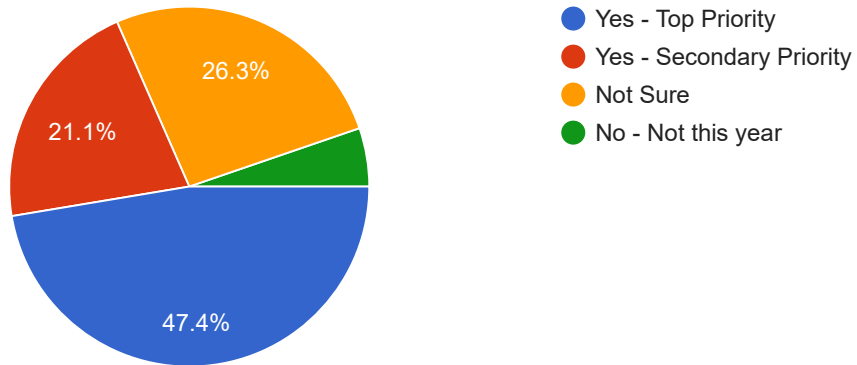
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

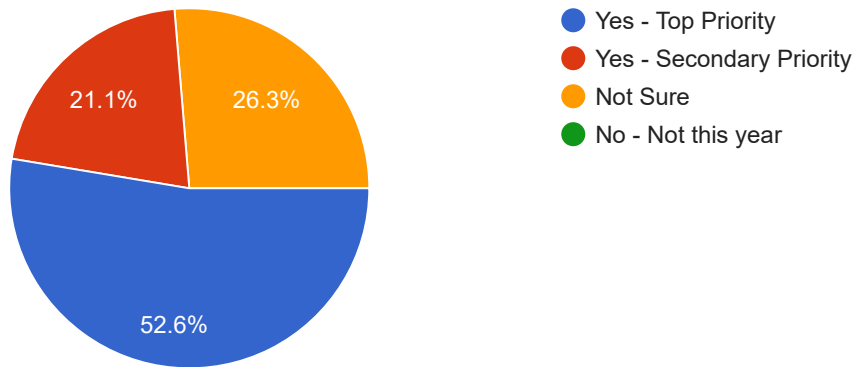
Community-based substance use treatment

19 responses



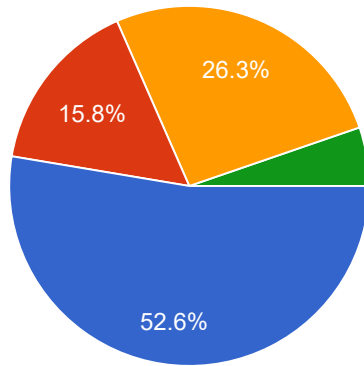
Sobering center

19 responses



Recovery housing

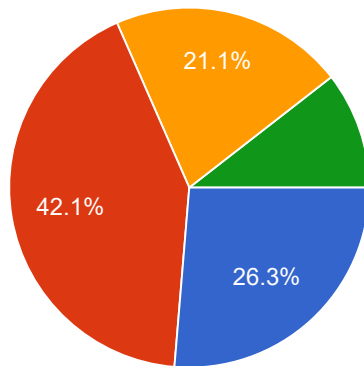
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

SUD psychiatrists

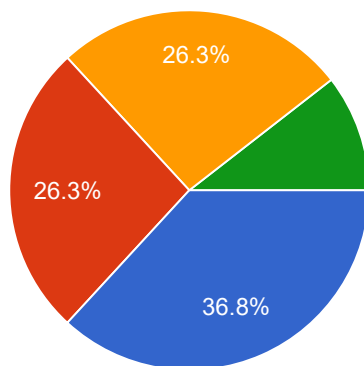
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

SUD counselor education grants

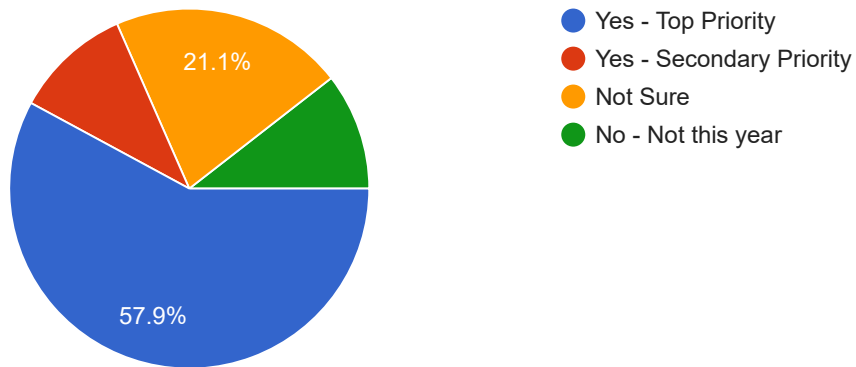
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

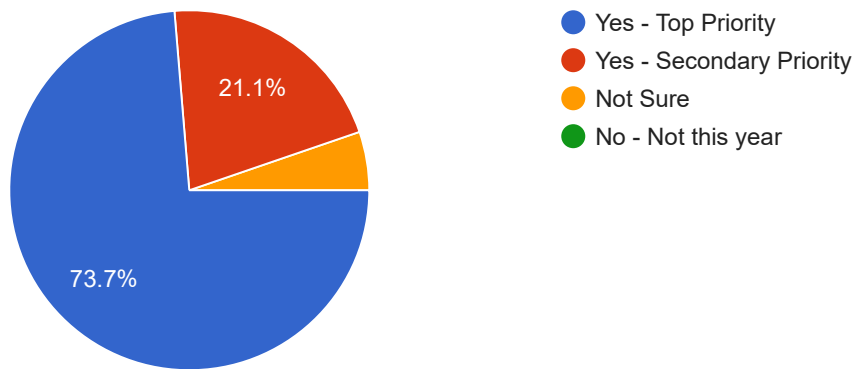
Local housing trust fund (joint dept. request)

19 responses



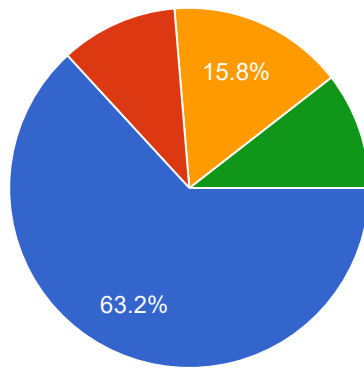
Tenant legal services/supports - county & community-based

19 responses



Community land trust

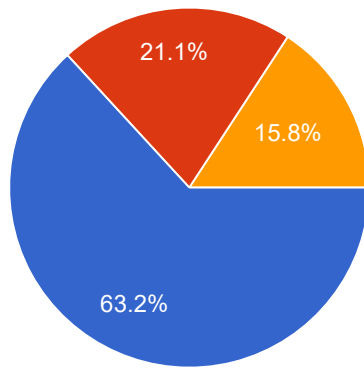
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Establish Housing for People with Developmental Disabilities

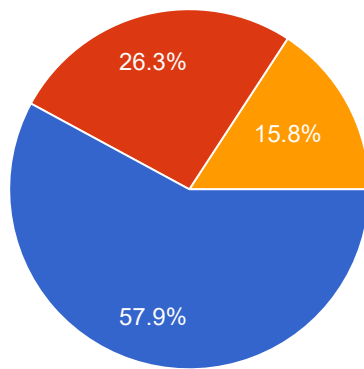
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

County to prioritize people with developmental disabilities for housing services

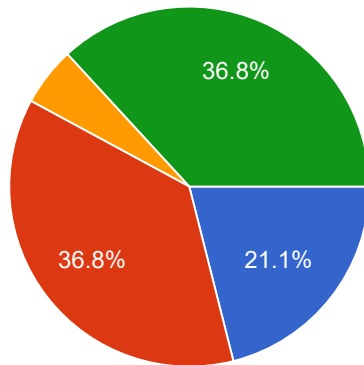
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Young Adult diversion (DA)

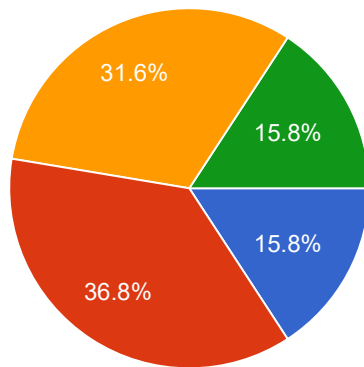
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Combatting human trafficking (DA)

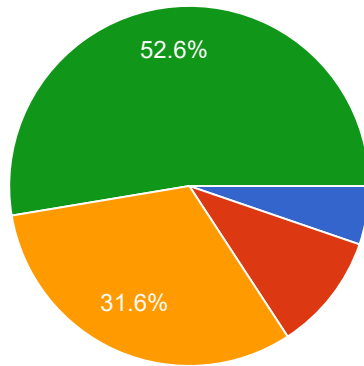
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Independent investigations bureau (DA)

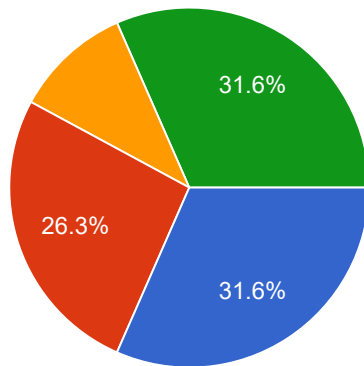
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Office of Reentry & Justice (Probation)

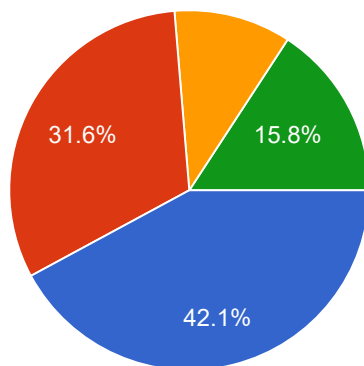
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Resident with complex BH needs (Probation)

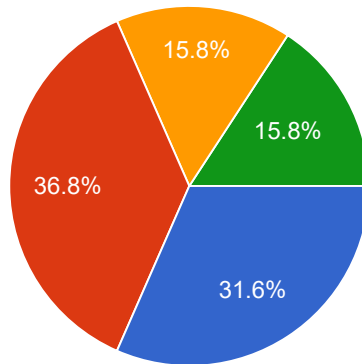
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Drug treatment services (Probation)

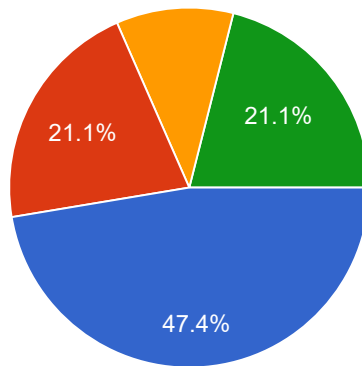
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Sober living housing (Probation)

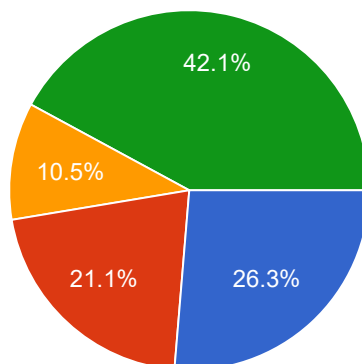
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Mentorship support (Probation)

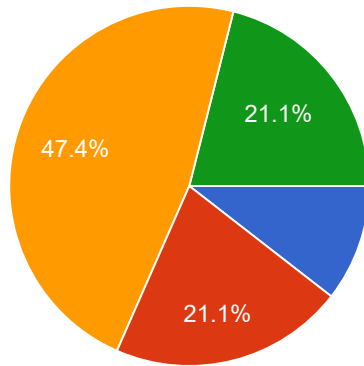
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Circles (Probation)

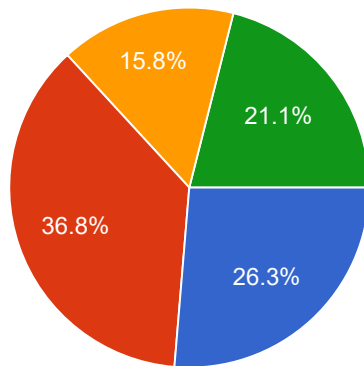
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Family Reunification (Probation)

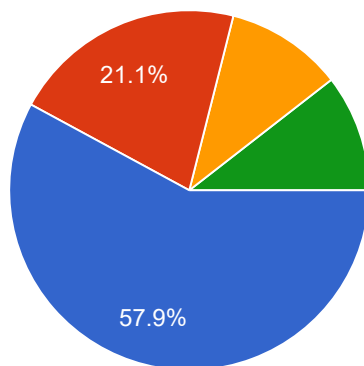
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Front End Advocacy Teams - FAST (Public Defender)

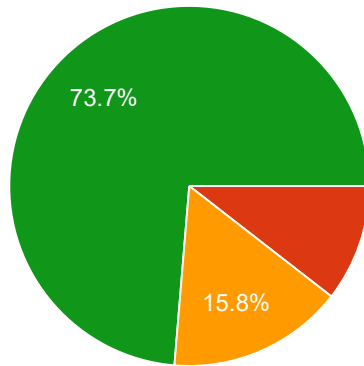
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Neighborhood Patrols (Sheriff)

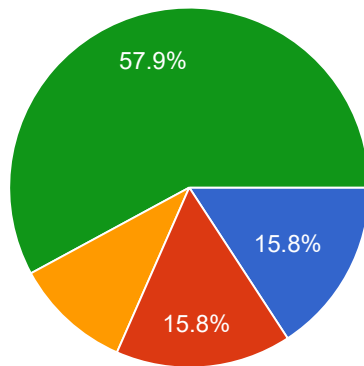
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Mental Health eval teams (Sheriff)

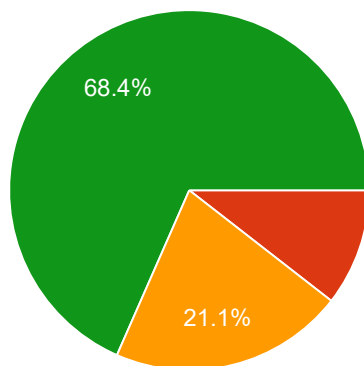
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Quality of life crime detectives (Sheriff)

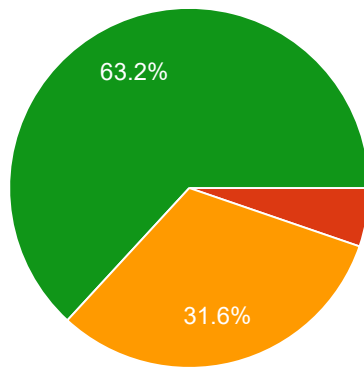
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

GPS Dispatching system (Sheriff)

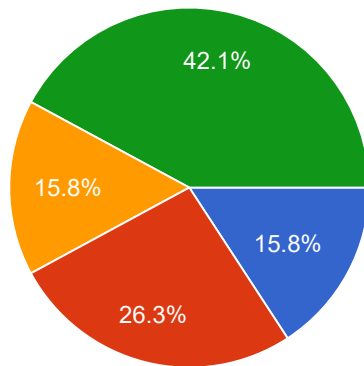
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Body/car cameras - one-time (Sheriff)

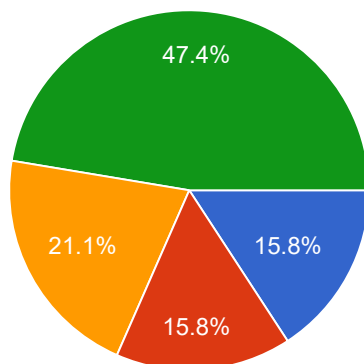
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Body/car cameras - annual (Sheriff)

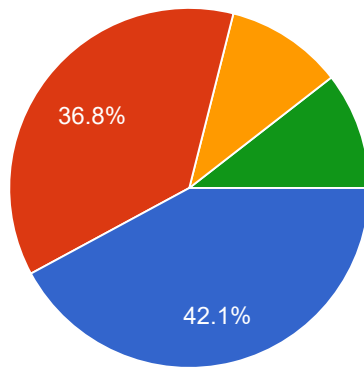
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based reentry employment

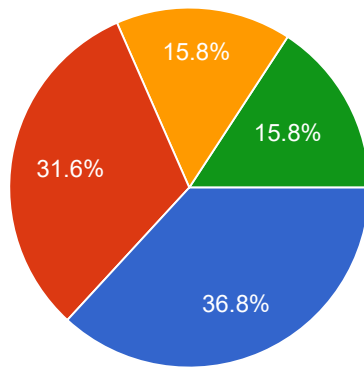
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Reentry success center

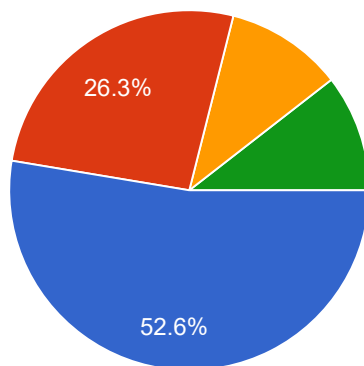
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based reentry support services

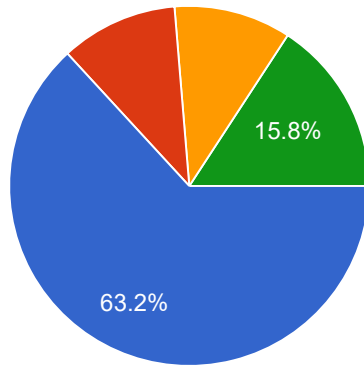
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Reimagine public safety initiative - Countywide

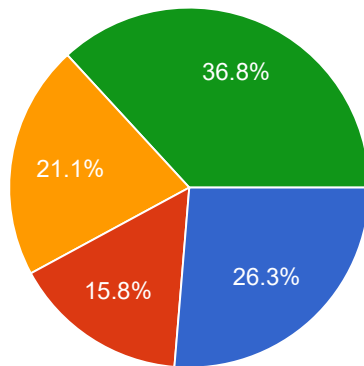
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Reimagine public safety initiative - Richmond

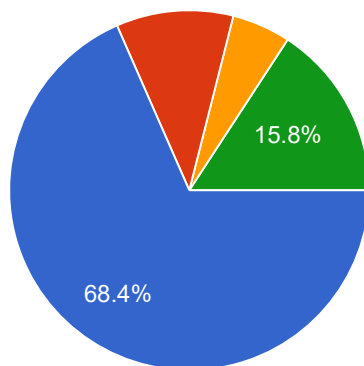
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based restorative justice

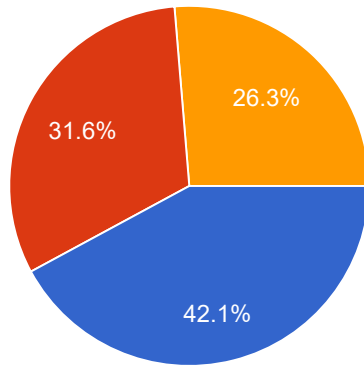
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Abuse prevention/support

19 responses

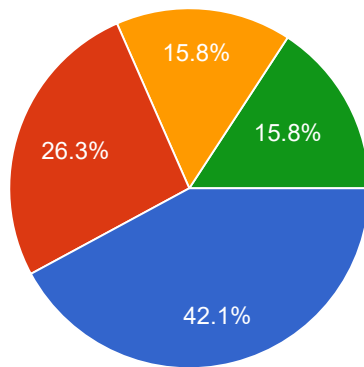


- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Safety Net

CalFresh navigators

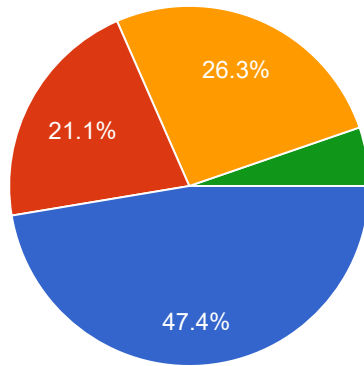
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Mobile food pharmacy

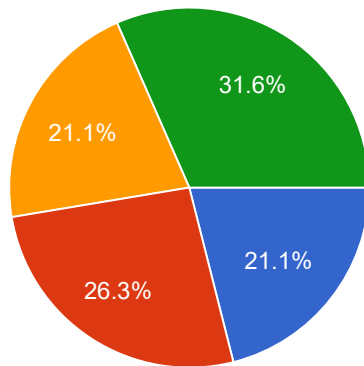
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Child support navigators

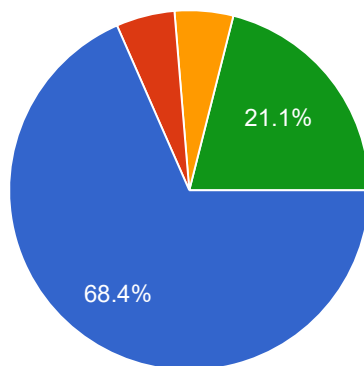
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Guaranteed basic income pilot

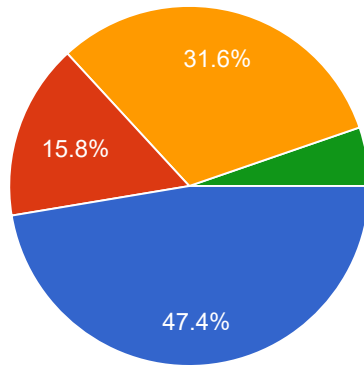
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based training/employment

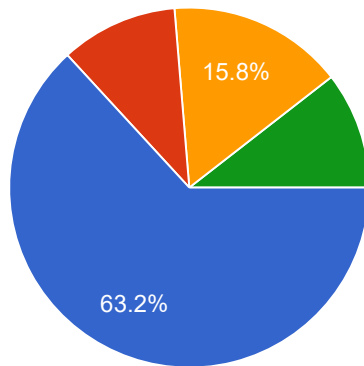
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Community-based food distribution

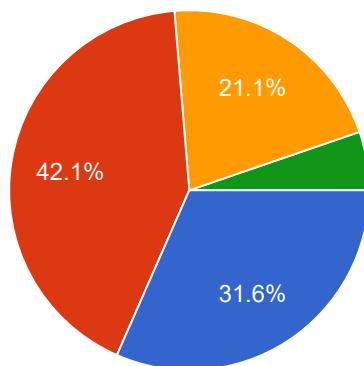
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

County and Community-based training and development

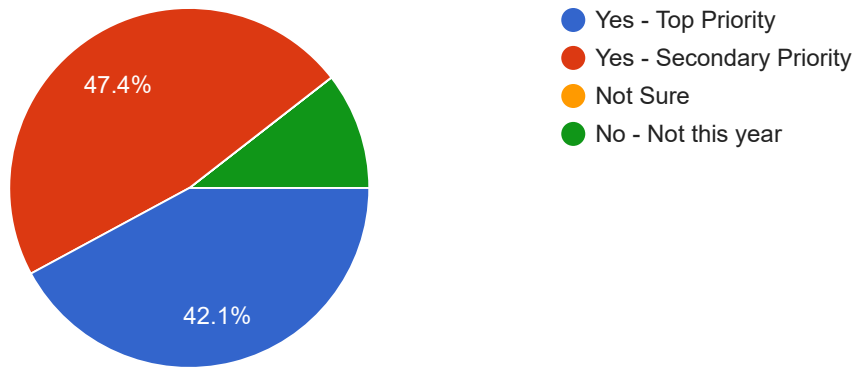
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Civil/legal and flexible financial assistance for interpersonal violence victims

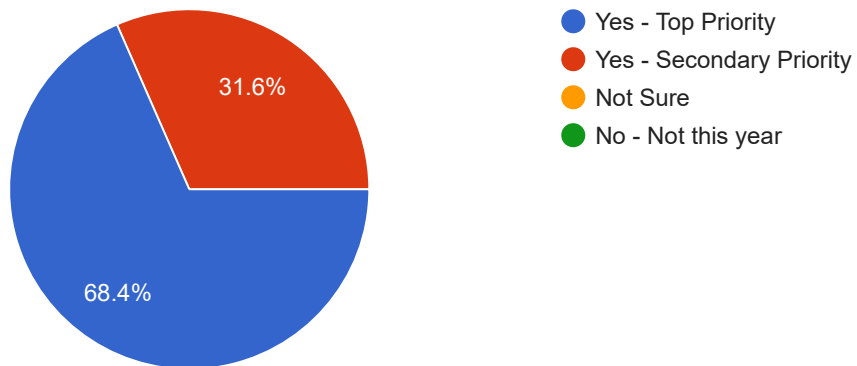
19 responses



Immigration & Racial Equity

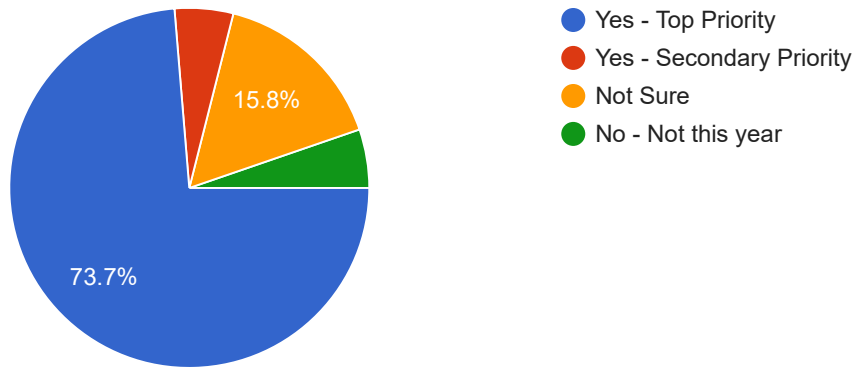
Office of Racial Equity & Social Justice

19 responses



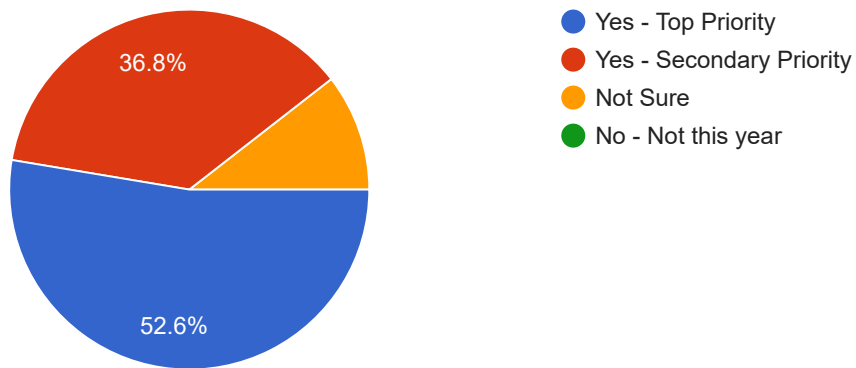
Community-based equity center - East County

19 responses



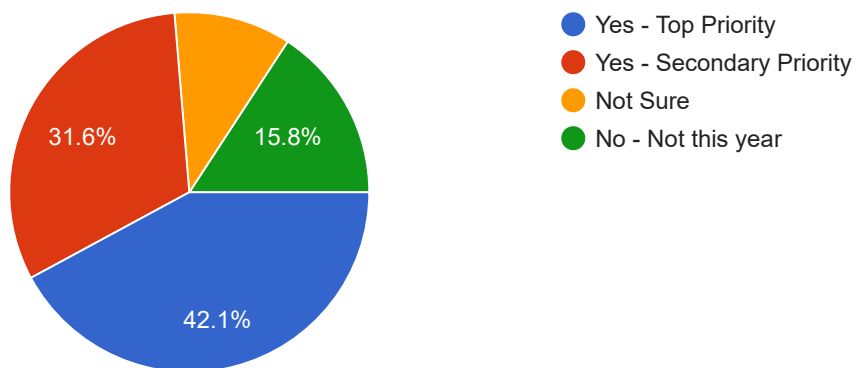
Stand Together Contra Costa (social/legal services)

19 responses



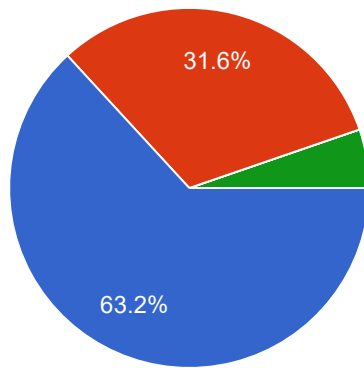
Community-based asylum support - LGBTQ+

19 responses



Immigration legal services

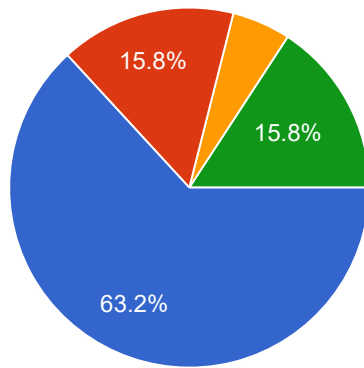
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Rental assistance for immigrants

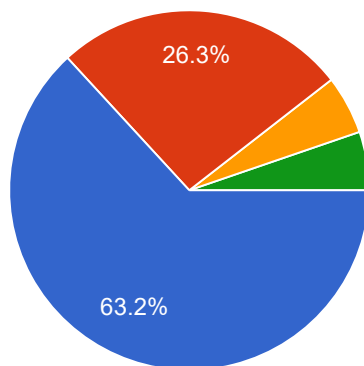
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Public defenders/social workers for immigrants

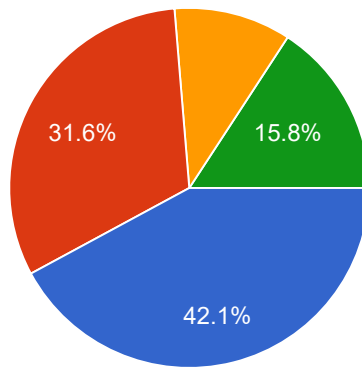
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Multicultural wellness center (Nepali/AAPI)

19 responses

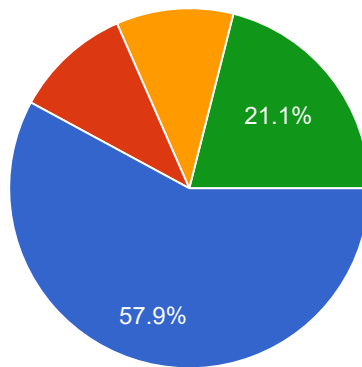


- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Library, Arts, Agriculture

Expand county library hours

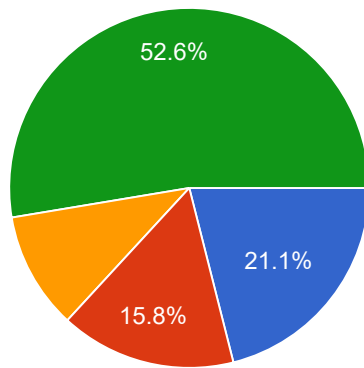
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Rehab six libraries

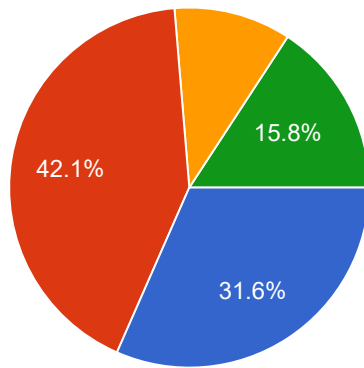
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Arts & Culture Commission programs

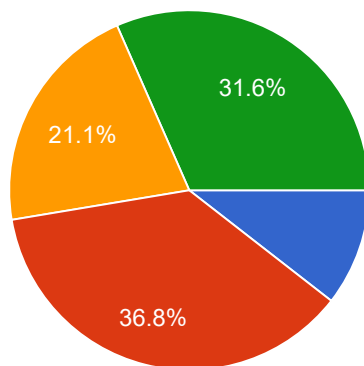
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Grants for local artists

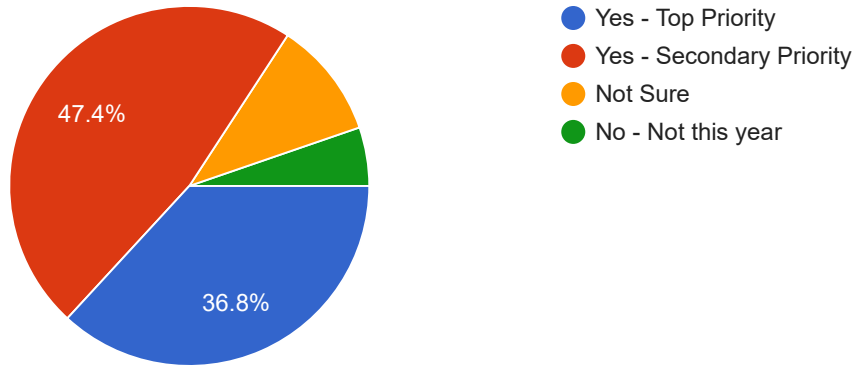
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

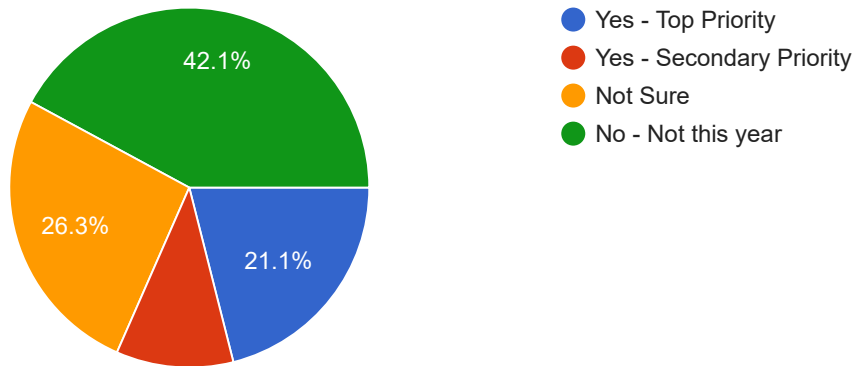
Community and school-based arts programs

19 responses



Additional inspectors - Agriculture Department

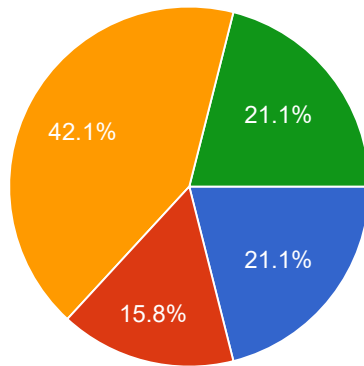
19 responses



Environment, Transportation, CDC, Public Works

Food protections in West County

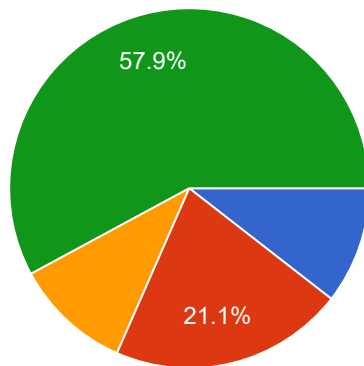
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Storm Drains

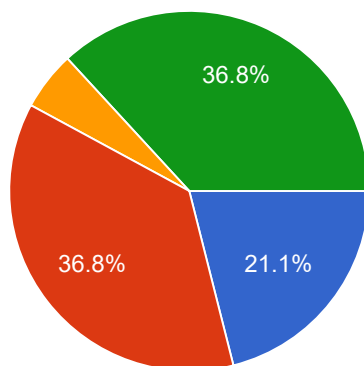
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Watershed protection

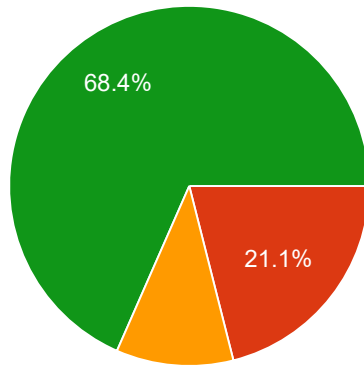
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Street sweeping

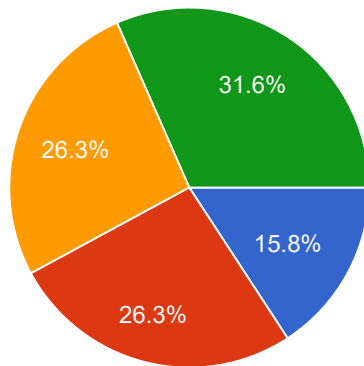
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Green infrastructure

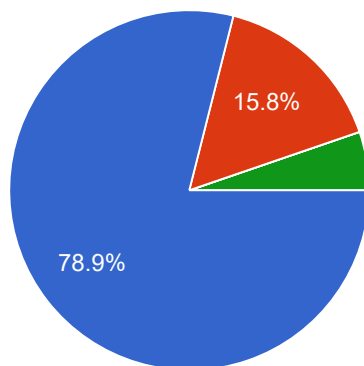
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Accessible Transportation Strategic (ATS) plan

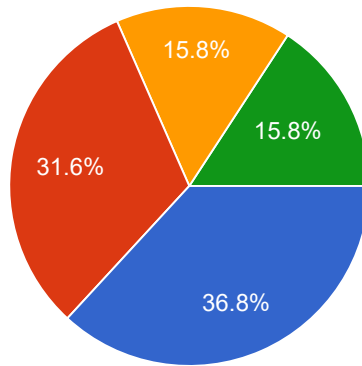
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

County Office of Climate Sustainability

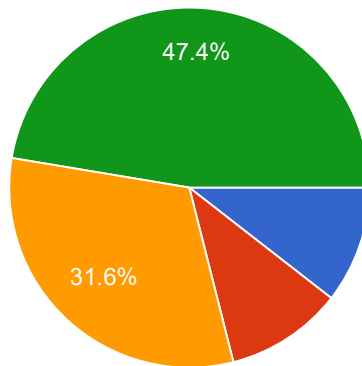
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Northern Waterfront Initiative

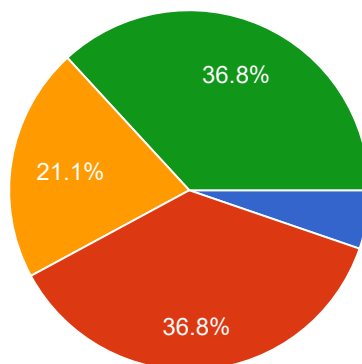
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Illegal dumping initiative

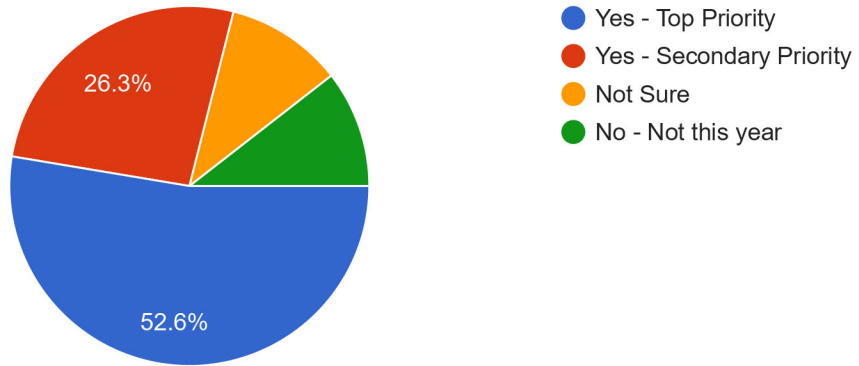
19 responses



- Yes - Top Priority
- Yes - Secondary Priority
- Not Sure
- No - Not this year

Addressing Climate Change

19 responses



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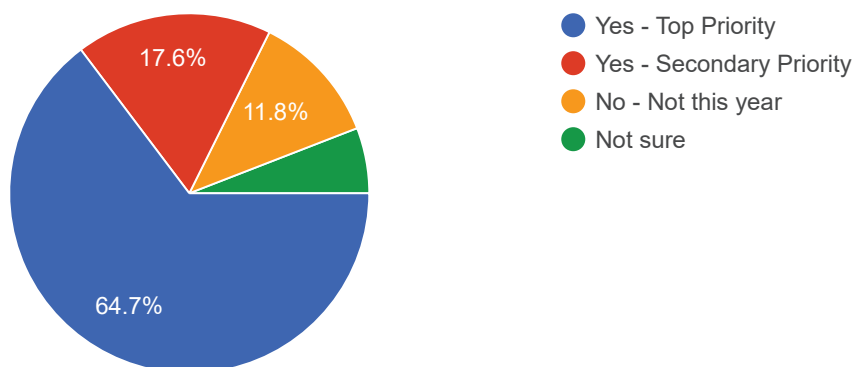
Google Forms

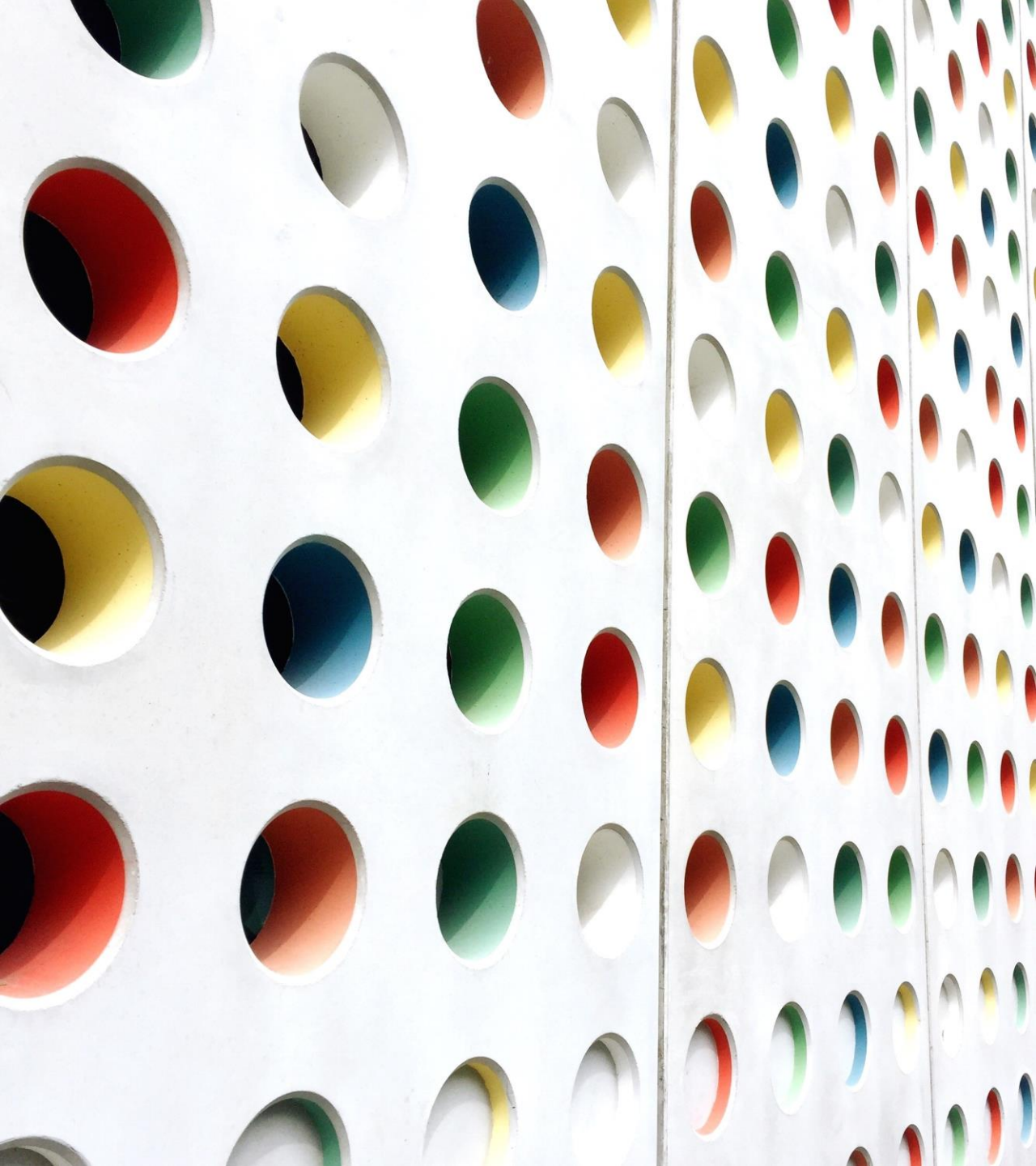
Innovations Fund Separate Question

17 responses

Innovation Fund

17 responses





Measure X Funding Recommendations

November 16, 2021

Recommendations

1. Acknowledge the important work of the Measure X Community Advisory Board, which followed a principled, rigorous, inclusive, and equitable process to develop funding recommendations.
2. Establish a Measure X sales tax reserve policy of 25% (\$26 million/ approximately).
3. Review Measure X sales tax projections.
4. Establish an on-going Measure X funding cycle of 3-5 years.
5. Adopt an expenditure plan for one-time, first year, and on-going allocations.
6. Establish Department 0013 in the Finance System to track receipt and disbursement of Measure X general purpose revenues,
7. Adopt attached appropriations adjustments, and
8. Direct staff on next steps.

Reserve Recommendation

- Due to the seasonal fluctuation of sales tax revenues, an adequate fund balance is essential to mitigating adverse impacts to on-going programs from short-term or long-term reductions in revenue.
- Therefore, it is recommended that a Measure X reserve be established.
 - The Community Corrections Partnership (CCP) provides a model for establishing a reserve. The CCP is responsible for the development of the County's AB109 Plan that advises the Board of Supervisors on specific programming needed to implement the provisions of the 2011 Public Safety Realignment legislation. Historically, the CCP has aimed to have an on-going budget that was fully funded by the Community Corrections base annual revenue. To ensure that sufficient fund balance reserves are maintained, the CCP established a fund balance reserve policy to maintain a minimum fund balance equal to 50% of the on-going Community Corrections budget.
- Balancing strong financial policy with community needs, it is recommended that a funding reserve of 25% be established for Measure X. A reserve of approximately \$26 million will support three months of on-going operations should sales tax revenues decline drastically.

Revenue and Allocation Projections

	Net Revenues	Available for Board Action
FY 2020-21 Actual Revenues	\$27,471,000	
FY 2021-2022 Projected Revenues	\$104,000,000	
FY 2022-2023 Projected Revenues	\$107,000,000	
Total	\$238,471,000	
Reserved Monies	\$26,000,000	
One-Time Allocation Available	\$105,471,000	\$212,471,000
Initial On-Going Allocation	\$107,000,000	
Total	\$238,471,000	

On-Going Allocations

- The Measure X Advisory Board identified on-going needs in the community, which require on-going revenues for a specified period.
- In order to provide sufficient time to establish programs that will positively impact the community and produce measurable outcomes, it is recommended that on-going funding be allocated for an initial three-to-five-year period.
- Due to the timing of these recommendations (mid-November) and normal timing associated with starting new/expanded programs including planning, hiring and purchasing, it is further recommended that the initial on-going funding cycle be April 1, 2022 through June 30, 2023.
- Future cycles will be included in the County's annual budget and will be based upon the County's fiscal year of July 1 through June 30.

Expenditure Plan

- The expenditure plan included in this report includes one-time allocations (available for distribution immediately), first cycle funding allocations of fifteen months (available April 1, 2022 through June 30, 2023), and future year on-going allocations
- Individual County departments were identified to act as the host department for programs.
- Thirty-one program areas identified by the Measure X Community Advisory Board are recommended for funding at this time.
- It is anticipated that County departments will contract with community-based organizations to provide some of these services.
- The County Administrator is recommending that departments be given additional consideration when requests are made for approval of RFP waiver for the first funding year.

Five Goals of the Measure X Community Advisory Board

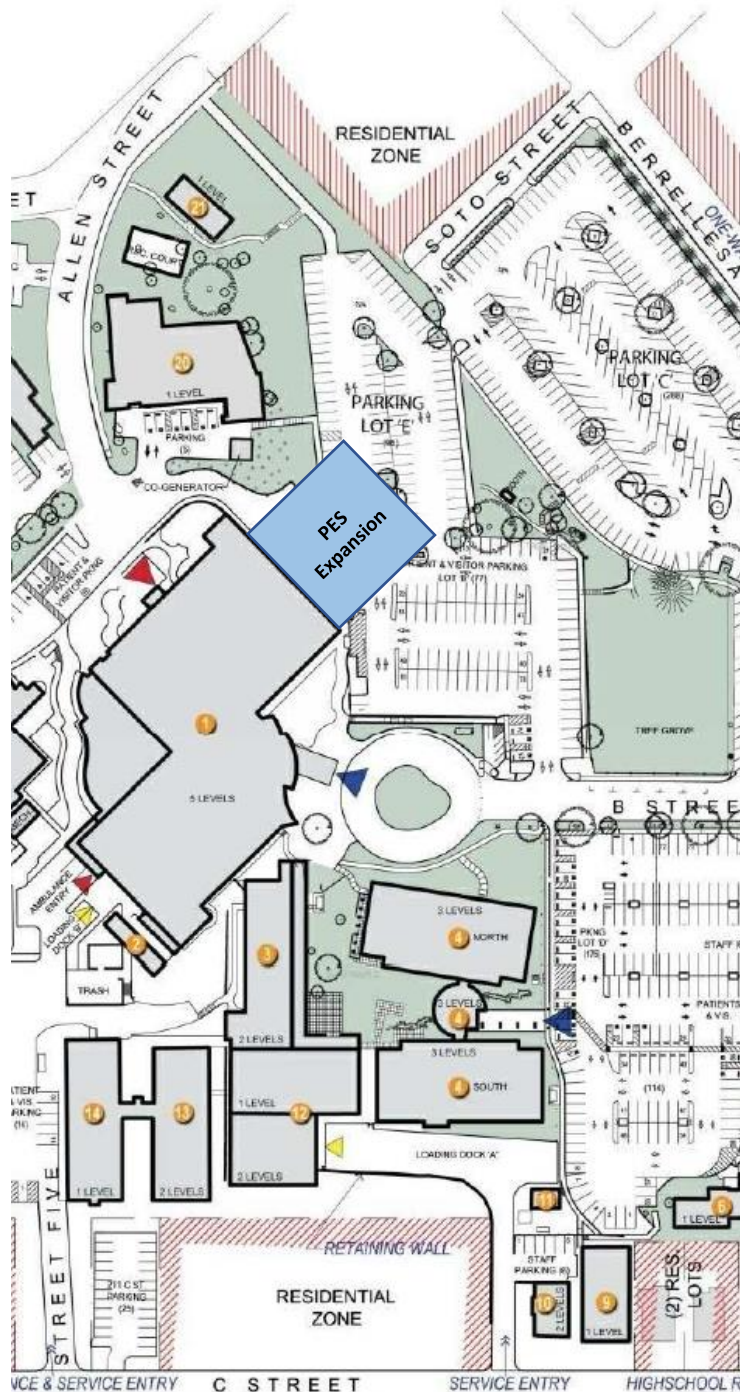
The programs included in the expenditure plan identified below are categorized by the five goals of the Measure X Community Advisory Board. As noted by the Advisory Board, many programs fall into multiple goal areas:

- Goal #1: Mental Well-Being: We strive to be a community that supports the mental and behavioral health and well-being of all residents through prevention, crisis response services, intersectional supports, and innovative cross-sector approaches.
- Goal #2: Equity in Action: We strive to be a community that prioritizes equity and removes structural barriers that cause inequities and poverty, so that all residents can thrive.
- Goal #3: Healthy Communities: We strive to be a community in which all residents have access to affordable, timely, culturally-responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which have become more urgent as we address the ravages of the pandemic.
- Goal #4: Intergenerational Thriving: We strive to be a community that intentionally strengthens and provides support for all residents and for family members of all generations, including children, youth, and older adults.
- Goal #5: Welcoming & Safe Community: We strive to be a community where all residents feel safe and welcome and receive emergency help when they need it.

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #1: Mental Well Being:				
CCRMC Psychiatric Emergency Services - 3,000 square feet Expansion	\$ 5,000,000		\$ 5,000,000	
A3 Contra Costa Community Crisis Initiative	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 20,000,000
EPSDT Leverage Fund for Children's Mental Health Services	\$ 3,250,000		\$ 3,250,000	
San Ramon Valley FPD Behavioral Health Crisis Response Pilot Program	\$ 740,200		\$ 740,200	
Goal #2: Equity in Action:				
Innovation Fund (Pilots and Innovative Projects)	\$ 2,000,000		\$ 2,000,000	
Racial Equity and Social Justice	\$ -	\$ 600,000	\$ 600,000	\$ 1,200,000
Arts and Culture Programs	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
Language Access Equity for Measure X Meetings	\$ 50,000	\$ 25,000	\$ 75,000	\$ 25,000
Measure X Needs Assessment Report Writer	\$ 20,000		\$ 20,000	
Goal #3: Healthy Communities:				
Contra Costa Regional Medical Center		\$ 40,000,000	\$ 40,000,000	\$ 40,000,000
CCRMC Medical Clinic and Office Complex - 40,000 square feet Expansion	\$ 30,000,000		\$ 30,000,000	
New Public Health Lab - 15,000 square feet	\$ 25,000,000		\$ 25,000,000	
CCRMC Parking Structure - 325 spaces	\$ 15,000,000		\$ 15,000,000	
CCRMC Interventional Radiology - 5,000 square feet Suite	\$ 5,000,000		\$ 5,000,000	
Local Housing Trust Fund (Including Funding for Homeless Housing/Services)		\$ 10,000,000	\$ 10,000,000	\$ 12,000,000
Permanent Supportive Housing (Net of Match)	\$ 5,200,000		\$ 5,200,000	
Contra Costa CARES - Expanded/Comprehensive Healthcare for Uninsured	\$ -	\$ -	\$ -	\$ 750,000
Goal #4: Intergenerational Thriving:				
County Youth Centers - East and Central County	\$ 10,000,000	\$ 1,750,000	\$ 11,750,000	\$ 3,500,000
Accessible Transportation Strategic Plan Implementation	\$ -	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Master Plan for Aging/Local Community Based Aging Services	\$ 250,000	\$ 1,000,000	\$ 1,250,000	\$ 2,000,000
Goal #5: Welcoming & Safe Community:				
East County Fire – Build/Reopen and Staff Fire Stations (via annexation)	\$ 17,200,000		\$ 17,200,000	\$ 3,500,000
Contra Costa County Fire - Build/Reopen and Staff Fire Stations	\$ 1,600,000	\$ 3,500,000	\$ 5,100,000	\$ 3,500,000
Fire/Wildland Mitigation/Fuel Reduction	\$ -	\$ 4,500,000	\$ 4,500,000	\$ 4,500,000
Pinole Fire – Increase Service (via contract or annexation)		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Unincorporated Patrol - Decreased Response Times	\$ 360,000	\$ 6,000,000	\$ 6,360,000	\$ 6,000,000
Body Worn and In-Car Cameras - Sworn Staff	\$ 720,000	\$ 1,841,000	\$ 2,561,000	\$ 1,841,000
Climate Sustainability-Sustainability Trust Public Works Projects	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Climate Equity and Resilience Investment in Conservation and Development		\$ 500,000	\$ 500,000	\$ 500,000
Community Based Restorative Justice	\$ 2,000,000		\$ 2,000,000	
Illegal Dumping Initiative		\$ 600,000	\$ 600,000	\$ 600,000
Sales Tax Consulting Administrative Expense	\$ -	\$ 265,000	\$ 265,000	\$ 200,000
Totals	\$ 128,390,200	\$ 76,731,000	\$ 205,121,200	\$ 106,266,000

Goal #1: Mental Well-Being

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #1: Mental Well Being:				
CCRMC Psychiatric Emergency Services - 3,000 square feet Expansion	\$ 5,000,000		\$ 5,000,000	
A3 Contra Costa Community Crisis Initiative	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 20,000,000
EPSDT Leverage Fund for Children's Mental Health Services	\$ 3,250,000		\$ 3,250,000	
San Ramon Valley FPD Behavioral Health Crisis Response Pilot Program	\$ 740,200		\$ 740,200	



Contra Costa Regional Medical Center Psychiatric Emergency Room Expansion and Modernization for Adults

- Dramatic increase in clinical census from 7,800 patients to 10,500 patients annually over the last decade is driving the need for additional space and a different type of treatment environment.
- The dormitory style PES unit does not provide the needed privacy and quiet environment psychiatric patients require for recovery and crisis stabilization.
- The COVID pandemic has raised awareness that a modern physical space is needed to address the latest infection control practices.
- As the county's only psychiatric hold designated intake unit, overcrowding has increasingly created concerns about safety and timely access.
- Due to countywide increases in psychiatric morbidity and insufficient community resources a plan for expansion of the CCRMC PES unit has been proposed to reduce overcrowding and increase therapeutic space.
- PES Expansion and Remodel: 3,000 square feet additional space. \$5,000,000 estimated cost.



A3 Contra Costa Community Crisis Initiative

- Planning process started in November 2020 led by Contra Costa Health Services in collaboration with cities across the county and continued through July 2021 with 3 rapid improvement event weeks
- Planning process involved many partners
 - People with lived experience
 - Family members
 - Law enforcement
 - Emergency medical services
 - Community-based organizations
 - County staff
- Resulted in a vision for the future and a model for a comprehensive crisis response based on best practices and community input and experience
- Launched the Miles Hall Community Crisis Hub call center pilot in August 2021 with existing staff taking calls from residents in crisis and dispatching existing resources

Behavioral health issues increasingly recognized as a major area of need



1 in 5 adults experiencing behavioral health



issues Third most common EMS call



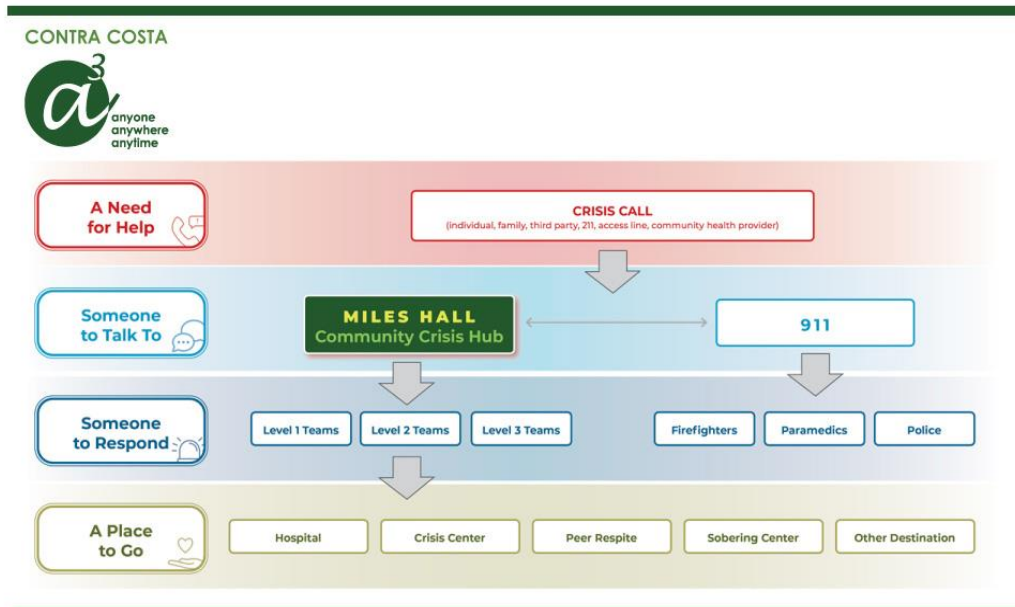
10,000+ involuntary psychiatric holds



Anyone
 in Contra Costa County
 can access timely and
 appropriate behavioral health
 crisis service
Anywhere,
Anytime.

Community Crisis Initiative – one time

- One-Time Allocation for Infrastructure: \$5 Million
 - Excludes costs for staffing of Miles Hall Crisis Hub and mobile response teams
- Miles Hall Crisis Hub Facility
 - Renovation
 - Upgrades
 - Furnishings
- Dispatch System Technology
 - System purchase
 - Hardware installation
 - Configuration & testing
- Electronic Health Record (EHR) Integration
 - Configuration support
 - Maintenance including billing and revenue tracking



Community Crisis Initiative – Ongoing Support



- On-Going Allocation for Staffing and Expanded Services: \$20 Million
- Crisis Hub Staffing – Mental Health Clinicians, Program Managers, Peer Support Workers
- Mobile Response Teams to respond across the County
 - Level 1 Response Team - Peer Support/EMT
 - Level 2 Response Team - Peer Support, Clinician
 - Level 3 Response Team - Peer Support, Clinician, Law Enforcement
- Vehicles and radios for the Mobile Response Teams
- Alternative destinations - crisis intervention or restoration centers
- Regional Deployment Centers – Locations to house regional teams that would support response times of 20 minute or less
- Excludes costs for potential expanded regionalized crisis residential beds & respite services



Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Leverage Fund

- One-Time Allocation: \$3.25 million
- Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Revolving Fund:
 - Will use funding from Measure X in conjunction with the 2011 Realignment Growth funds to secure Federal matching dollars
 - Will provide \$6,500,000 in funding for the EPSDT Community Based Providers (CBOs)
 - Will provide the CBOs with up to a 10% rate and contract increase effective July 1, 2022
- The fund will be replenished on an annual basis from State Realignment Funds

PUBLIC SAFETY FOR MENTAL HEALTH 2021

SRVFPD PILOT PROJECT GOALS

- ▶ *A Fire/Emergency Medical Services first approach, while Law Enforcement stages.*
- ▶ Partnership between Fire/Emergency Medical Services and Law Enforcement through the implementation of a *specialized mental health and tactical training education plan.*
- ▶ Implement early assessment and/or de-escalation techniques through the *identification of low-risk, nonviolent responses.*
- ▶ Reduce avoidable law enforcement engagement, while *serving as a complimentary support system to County Mental Health Services.*
- ▶ *Support public service by improving care and advocacy for community members suffering from a mental health crisis.*
- ▶ One-Time allocation of \$740,200, future years costs covered by the SRVFPD



Goal #2: Equity in Action

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #2: Equity in Action:				
Innovation Fund (Pilots and Innovative Projects)	\$ 2,000,000		\$ 2,000,000	
Racial Equity and Social Justice	\$ -	\$ 600,000	\$ 600,000	\$ 1,200,000
Arts and Culture Programs	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
Language Access Equity for Measure X Meetings	\$ 50,000	\$ 25,000	\$ 75,000	\$ 25,000
Measure X Needs Assessment Report Writer	\$ 20,000		\$ 20,000	

Innovation Fund (Pilots and Innovative Projects)

- Establish an Innovation Fund to provide funding for pilot programs and innovative projects
- Guidelines/policies for the fund have not been developed.
- It is anticipated that the funding would be available to County departments, cities, and community-based organizations in response to local service needs.
- The funding would be prioritized to community-embraced and community-based programs and services.
- Minimally the funds would be used to support the Measure X funding goal of Equity in Action (Goal #2).
- Significant work will be required to develop funding guidelines. Once developed, it is recommended that the Innovation Fund guidelines be reviewed in a future Finance Committee meeting prior to issuing requests for proposals.
- Recommendation is to fund a one-time allocation of \$2,000,000. Should the model produce positive measurable outcomes, additional funding will be recommended. The recommendation includes allocating these funds to the County Administrator's Office for development of funding guidelines and allocations. It is recommended that the Innovation Fund guidelines be reviewed in a future Finance Committee meeting prior to issuing requests for proposals.

Racial Equity and Social Justice

- **Current Status**

- Racial and ethnic disparities in health outcomes, the criminal justice system, educational achievement, and social service metrics exist in Contra Costa County.
- The Board of Supervisors authorized the establishment of an Office to better coordinate, strengthen and expand the County's existing work on equity & inclusion; create new opportunities to deepen the work; and allow the County to better partner with the community in prioritizing and implementing the work.
- Community engagement and planning process underway since fall of 2020.
- Contractor, Ceres, on-board for project management support of planning process (timeline development, coordination, data analysis, etc.).
- Session currently in planning to review initial analysis of listening campaign, discuss gaps and next steps in inquiry and meaning-making.

- **Recommendation: Reserve \$1,200,000 for on-going costs**

- Staffing and operational needs for the Office unknown at this time.

Arts and Culture Programs

- **Current Status**

- Contra Costa County ranks last of all Bay Area counties in arts funding.
- Contra Costa County has one part-time contractor.

- **Recommendation: An ongoing Measure X investment of \$250,000 Arts Funding:**

- **\$100,000 for Support Staff:**

- Supplement existing funding for a full-time Managing Director and part-time Communication & Marketing employees.

- **\$100,000 for District Public Art Program:**

- First public art program in Contra Costa County.
- Addresses district public art program requests through a competitive application process.

- **\$50,000 for New Programs:**

- Youth Advisor in each district: Expand equity and opportunity.
- Arts Connection: Convene artists and art organizations for advocacy, opportunities, and data collection.
- AIRS (Artist-in-Residency in the School) pilot program: Place teaching artists in CCC schools to work with students on art projects.

Language Access Equity for Measure X Meetings

- **Current Status**

- The Board of Supervisors, at their May 18, 2021 meeting, approved a one-time allocation of \$50,000 for contractual interpretation and translation services at MXCAB meetings.
- MXCAB meetings benefited from two live Spanish interpreters and two live American Sign Language interpreters.
- MXCAB meetings demonstrated community participation of both Spanish speaking and deaf or hard of hearing residents and/or community advocates.
- MXCAB meetings through October resulted in approximate expenditures of \$35,000*
- **Recommendation: An on-going Measure X investment of \$25,000 Language Equity Funding:**
 - \$25,000 to fully fund interpretation services at future MXCAB meetings.

*Cost includes initial document translation services, significant overtime hours, and a high volume of meetings that are not anticipated for a typical quarterly scheduled advisory body.

Measure X Needs Assessment Report Writer

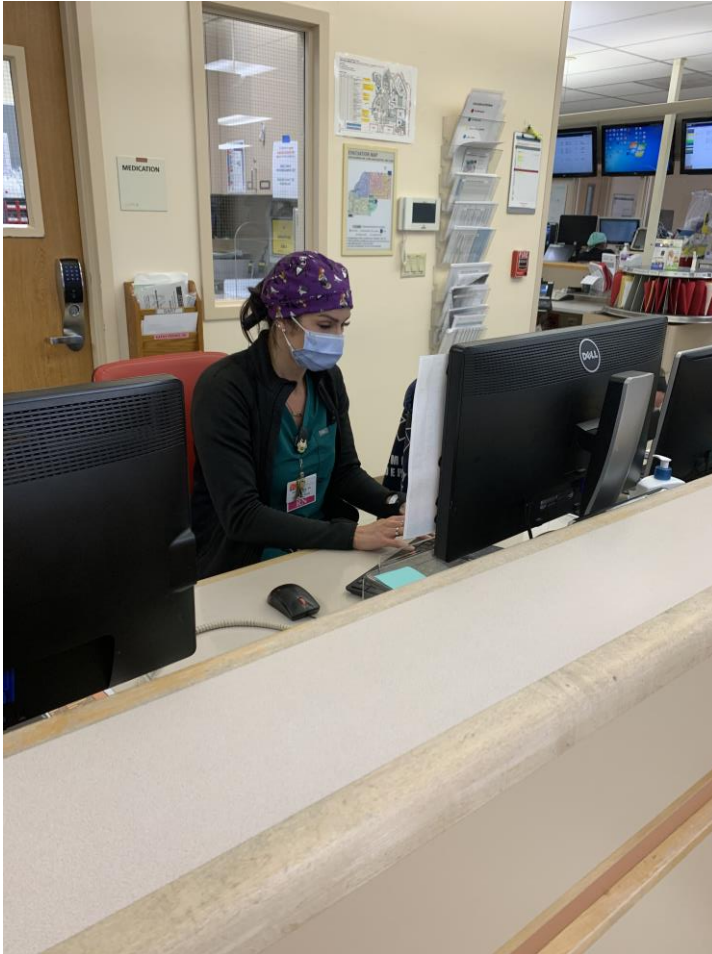
- **Current Status**

- The MXCAB bylaws include the body's responsibility to oversee an annual assessment of community needs, focusing primarily on the priority areas identified in the Needs Assessment.
- The MXCAB did not prepare a formal Needs Assessment report and voted at their September 22, 2021 meeting to request from the Board a one-time \$20,000 allocation of Measure X funding to hire a professional report writer to prepare a final needs assessment document for publication.
- The MXCAB presented the priority areas to the Board of Supervisors at their October 12, 2021 meeting, after having conducted 12 meetings dedicated to presentations on the focused issues determined by the MXCAB.
- At the October 12, 2021 Board of Supervisors meeting, members expressed an interest in also having a professional report writer take an unbiased look at the MXCAB proposed priorities.
- **Recommendation: A one-time Measure X investment of \$20,000 Report Writer Funding:**
- \$20,000 to fully fund a professional needs assessment report writer in support of developing a detailed needs assessment that can serve as a future needs assessment tool.

Goal #3: Healthy Communities

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #3: Healthy Communities:				
Contra Costa Regional Medical Center		\$ 40,000,000	\$ 40,000,000	\$ 40,000,000
CCRMC Medical Clinic and Office Complex - 40,000 square feet Expansion	\$ 30,000,000		\$ 30,000,000	
New Public Health Lab - 15,000 square feet	\$ 25,000,000		\$ 25,000,000	
CCRMC Parking Structure - 325 spaces	\$ 15,000,000		\$ 15,000,000	
CCRMC Interventional Radiology - 5,000 square feet Suite	\$ 5,000,000		\$ 5,000,000	
Local Housing Trust Fund (Including Funding for Homeless Housing/Services)		\$ 10,000,000	\$ 10,000,000	\$ 12,000,000
Permanent Supportive Housing (Net of Match)	\$ 5,200,000		\$ 5,200,000	
Contra Costa CARES - Expanded/Comprehensive Healthcare for Uninsured	\$ -	\$ -	\$ -	\$ 750,000

Contra Costa Regional Medical Center and Health Centers



Contra Costa County is experiencing population growth, particularly in the Eastern region of our county, and significant health disparities in communities across the county. Many patients face food and housing insecurity and transportation issues as they struggle to earn living wages. These daily stressors and structural inequities have a negative impact on the overall population, and particularly in the population the Contra Costa Regional Medical Center and Health Centers serves where patients have a myriad of chronic health conditions. We recognize that collaborative and integrated care methods are required to help improve health outcomes in our population.

- Approximately 50% of CCRMC/HC patients report two or more unmet basic needs such as access to food, housing and employment
- 34% our patients have behavioral health needs requiring interventions
- 57% of adults reported experiencing COVID-19 related adversity or trauma requiring resources and support
- Nearly 50% of our patients utilize interpreter services in at least 45 different languages to communicate with their provider

Contra Costa Regional Medical Center and Health Centers



Medi-Cal is jointly funded by states and the federal government. States can fund the non-federal share from a variety of sources.

In California, the state relies heavily on public hospitals/counties to help fund the non-federal share for Medi-Cal. Public hospitals/counties provide billions of dollars of non-federal share each year, the vast majority of which fund supplemental payments to the public hospitals that are critical to the financial viability of these systems. The methods of financing the non-federal share by the public hospitals/counties fall into two categories: Intergovernmental Transfers (IGTs) or Certified Public Expenditures (CPEs).

As a Designated Public Hospital (DPH), CCRMC must **self-finance** the vast majority of the Medi-Cal revenue streams utilizing IGTs or CPEs. Use of IGT/CPE process limits revenue growth because federal match does not keep up with the rising costs of care.

Due to the historic disparity in Medi-Cal reimbursement rates as well as the structural funding mechanisms, CCRMC and HCs are chronically underfunded compared to private health systems.



Contra Costa Regional Medical Center and Health Centers

As a result of the on-going financing challenges and the need to serve a more complex patient population, we are requesting on-going allocation:

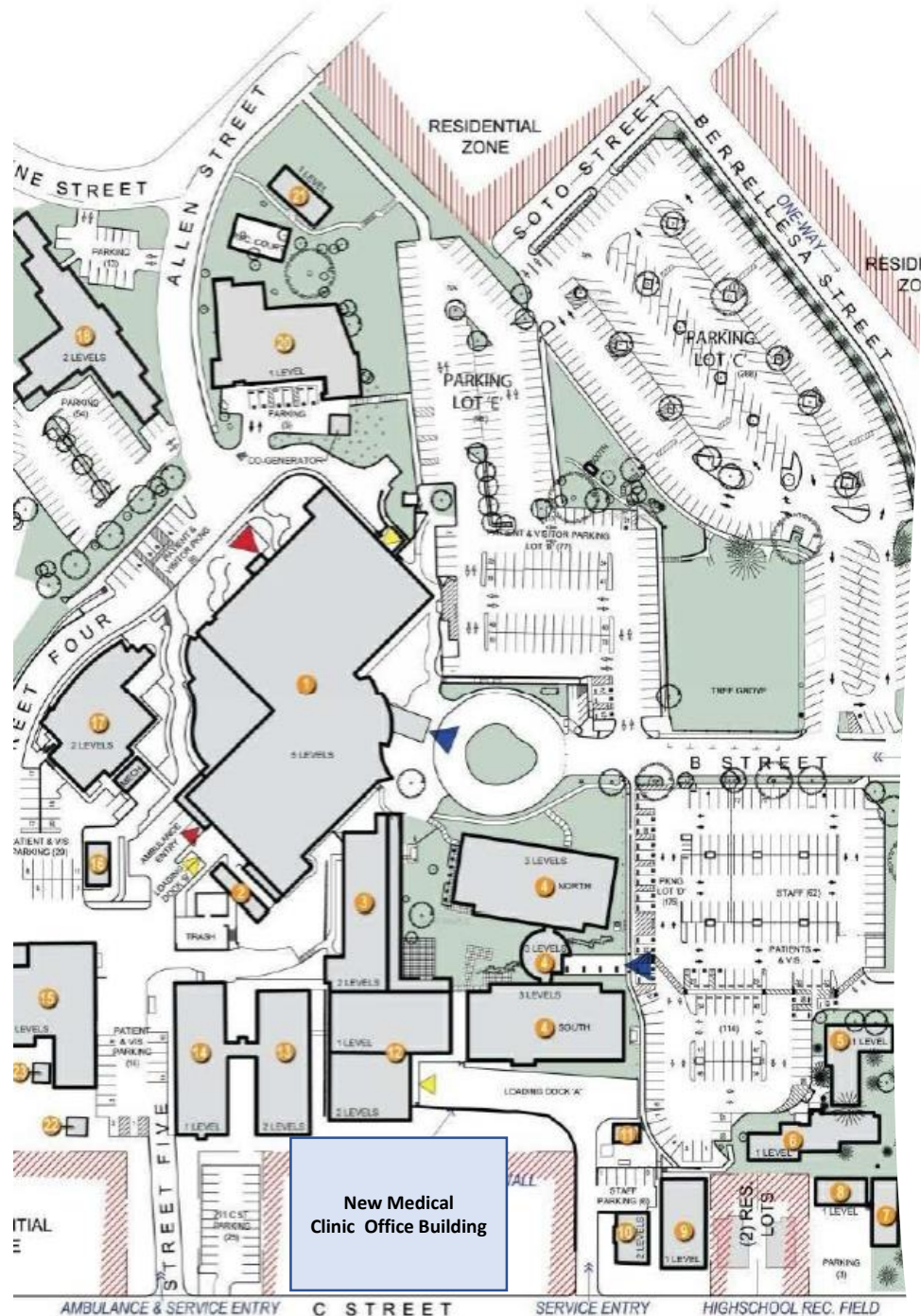
\$40 million annually for operational stability

- Annual unfunded component of projected cost for 2022/23 fiscal year and on-going is currently estimated at 5% of the operating budget - \$40 million.
- The current annual budgeted cost is \$693 million
- Approximately 90% of the cost is offset by revenue, i.e., Medi-Cal, Medicare, etc.
- Remaining 10% is funded by County General Purpose revenues

Contra Costa Regional Medical Center Campus Needs

- As the primary Medi-Cal hospital and clinic delivery system for Contra Costa County, the current facilities, which serve well over 142,000 patients (an increase of 540% over 20 years), are inadequate in size and scope to provide clinical and health services to patients
- Proposed:
 - New Medical Clinic and Office Building Complex
 - New Parking Structure
 - New Interventional Radiology Suite
 - Expanded and Modernized Psychiatric Emergency Room (PES) – detailed in Goal #1
- Specialty and hospital services care for an additional 78,000
- Physical space on the Martinez campus is the biggest constraint
- Added clinical space will improve:
 - Patient care and outcomes
 - Support Medi-Cal Waiver and supplemental funding requirements
- Benefits of the proposed projects include
 - Improved staff and patient safety
 - Improved patient access to clinical care
 - Improved staff wellness
 - More equitable care services for our patient community
 - Modernization of infrastructure and care practices
 - Improved ability to scale services in the coming years

New Medical Clinic Office Complex



- In the past 2 decades since construction, CCRMC/HC's empaneled patient assignment has grown over 540% to well over 142,000 individuals
- An additional 78,000 lives seek specialty services, care coordination services, and hospital services within CCRMC/HCs
- Our biggest constraint to managing and scaling services is the limited amount of physical space to provide direct patient care on the Martinez Campus.
- Clinical space will improve patient care and outcomes; it will also support our Medi-Cal Waiver and supplemental funding requirements.
- The Martinez campus master plan developed in 2009 called for construction of medical office buildings, additional parking, and other improvements to meet the demands of patient growth and increasing clinical care.
- **New Medical Clinic Office Complex: 40,000 square feet. \$30,000,000 estimated cost.**



Current and Future Public Health Lab

- One-Time Allocation: \$25 million, estimated
- Limitations of Existing Space – cannot leverage additional funding and new technologies
 - Electrical Capacity: Cannot pursue modernization and testing expansion
 - Spatial Capacity: Cannot bring on additional equipment and improve workflows or capacity in laboratory building
 - Unable to optimize COVID-19 variant testing (whole genome sequencing) without additional freezers to hold specimens
- Build a new Public Health Lab capable of supporting community health including current and future pandemic response:
 - Demolish unusable space on the Contra Costa Regional Medical Center campus
 - Build 15,000 square foot new facility
 - Acquire the latest technologies and new equipment
 - Expand testing capabilities for all county residents
 - Be prepared for the next disease outbreak, health emergency and pandemic
 - Leverage additional State and federal opportunities to partner and fund cutting-edge methodologies





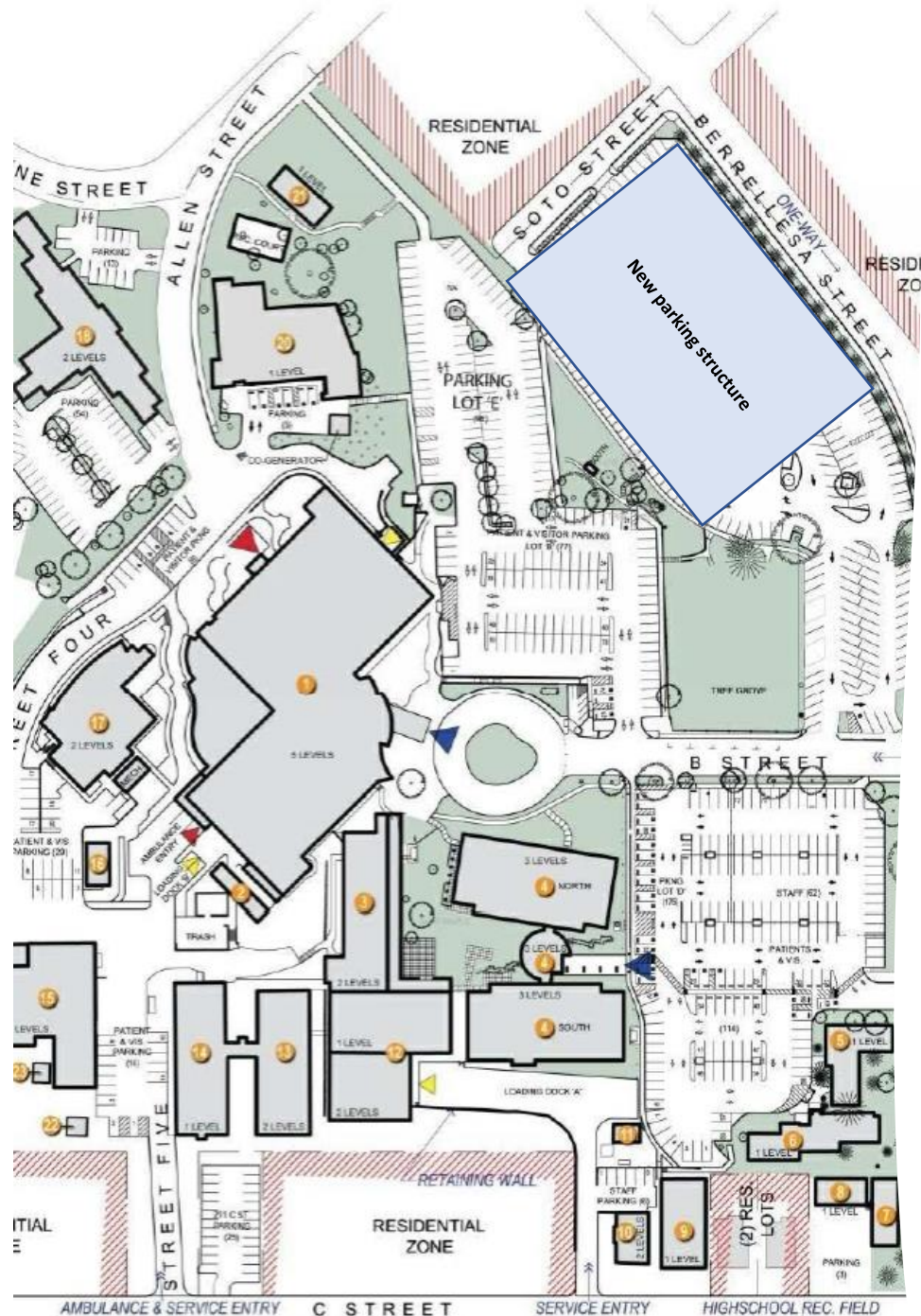
Rabies testing to determine need for immediate treatment



Contra Costa Public Health Lab

- Public Health Lab keeps our entire community healthy:
 - Broad-scale and individual testing for diseases and emerging health threats
 - Rapid outbreak testing and pandemic response
 - Monitoring of community recreational waters & food supplies
 - Training, information and support to all local hospital labs and health care providers
 - One of only two labs in California performing testing on meats, identifying potential causes for national and local outbreaks
 - The Public Health Lab provides services to support the entire county
 - These critical activities are unique to Public Health, typically done at a fraction of the cost of commercial labs — and faster
- Essential to COVID-19 Screening and Testing in Contra Costa:
 - First to have access to supplies and methodology to perform COVID-19 testing in Contra Costa
 - Infrastructure to support high-volume testing with a rapid turnaround time
 - Partners with the State and CDC to get latest technology and supplies
 - First to have ability to perform whole genome sequencing to identify variants in Contra Costa
 - Continue to do approximately 25% of whole genome sequencing today in county

New Parking Structure



- The growth in patient volume has spotlighted the urgent need for additional parking for patients, visitors, and staff.
- CCRMC has an average of 7,000 admissions, 34,000 Emergency Room visits, 10,000 PES visits, 4,700 outpatient surgeries and nearly 270,000 ambulatory visits per year.
- Over 2,000 staff work at the Martinez Campus.
- The resulting traffic and congestion have become a critical safety concern.
- Patients with physical disabilities, small children, and cognitive difficulties often miss appointments because they are unable to find convenient and safe parking. Families coming to see loved ones and newborns in hospital often are limited to after-hours visits due to parking limitations.
- **New Parking Structure: 325 additional spots. \$15,000,000 estimated cost.**

Contra Costa Regional Medical Center New Interventional Radiology (IR) Suite



- Over the last 2 decades small incision and non-surgical interventions to manage acute conditions with improved outcomes has become the standard of care.
- Patients needing pain control, catheter or port placements, cancer medication infusions, abscess and infection drainage, and interventional diagnostics would benefit from these services being provided on demand at CCRMC.
- Reduces need for patient transfer to surrounding hospitals with the associated delays in care due to coordination, transportation, and availability of services
- **New Interventional Radiology Suite: 5,000 square feet. \$5,000,000 estimated cost.**



Strategic use (lease, sale, or joint ventures) of County-owned surplus land and other underutilized land.



Technical assistance to build capacity of non-profit housing developers and homeless service providers to expand to underserved geographic areas.



Direct funding for the construction, acquisition, preservation, and rehabilitation of permanent affordable housing.



Dedicated funds for homelessness prevention, such as legal services and rental assistance as well as homeless crisis response solutions including emergency and interim housing.



Ongoing funds for supportive services and active grant writing to leverage resources for affordable housing.

Local Housing Trust Fund

\$10M initial investment (**\$12M** annually beginning 2023)

Interagency collaboration among Contra Costa Housing Authority, Contra Costa Health Services, Department of Conservation and Development, and other potential partners will be key to implementation.

Permanent Supportive Housing



- One-Time Allocation: \$5.2 million in Measure X funds could leverage \$16.8M in State Homekey funding
- Investment of Measure X dollars would:
 - Support the Board's commitment to reduce unsheltered homelessness by 75% over the next three years
 - Expand housing options available for persons experiencing homelessness
 - Build on the success of Homekey and leverage available state funding to achieve our housing goals.
- Total 84 units of permanent, affordable housing with supportive services
 - 54 units of micro-housing for single adults with disabilities in San Pablo
 - 30 units of single-room occupancy in county-owned building in Richmond
- Lack of affordable housing is a significant contributing factor to homelessness
- Permanent solution to homelessness

Contra Costa CARES – Expanded/Comprehensive Healthcare for the Uninsured

- In 2015 Contra Costa Health Plan (CCHP) established a pilot program, Contra Costa CARES, for the purpose of providing primary care services to adults not covered by the Affordable Care Act.
- Contra Costa Health Plan coordinates the program for primary care services via three providers: La Clínica de la Raza, Lifelong, and Brighter Beginnings. The providers receive a capitated payment on a per member per month basis.
- The Contra Costa CARES budget included a County General purpose revenue contribution of \$250,000, CCHP revenue contribution of \$500,000, and \$750,000 in private hospital matching donations for a total annual program cost of \$1,500,000.
- The private hospital donations ended in fiscal year 2021/22.
- The Health Services Department has contracted with Pacific Health Consulting to facilitate a process with stakeholders over the next several months to gather data and ideas about possible revisions to the CARES program to address the unmet needs of the remaining uninsured population.
- Measure X funding in the amount of \$750,000 is requested for fiscal year 2023/24.

Goal #4: Intergenerational Thriving

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #4: Intergenerational Thriving:				
County Youth Centers - East and Central County	\$ 10,000,000	\$ 1,750,000	\$ 11,750,000	\$ 3,500,000
Accessible Transportation Strategic Plan Implementation	\$ -	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Master Plan for Aging/Local Community Based Aging Services	\$ 250,000	\$ 1,000,000	\$ 1,250,000	\$ 2,000,000

Youth Centers in East and Central County

- Youth Centers for East and Central County are recommended for funding.
- Given its focus on children and family services, Employment and Human Services Department (EHSD) would be the host agency to contract for the development and operations of the youth centers.
- A significant amount of planning and logistics will be required to develop these centers.
- The County Administrator's recommendation includes \$5,000,000 for each of the two centers for infrastructure (\$10 million total one-time), \$1,750,000 for start-up costs through June 30, 2023, and on-going annual appropriations of \$3,500,000 (\$1.750 million each) for operations.
- Approximately \$5 million is estimated for each center for infrastructure and an annual budget of approximately \$3.5 million, which will be supported at approximately 50% by donations, grants, etc.

ACCESSIBLE TRANSPORTATION STRATEGIC (ATS) PLAN IMPLEMENTATION OLDER ADULTS, PERSONS WITH DISABILITIES, AND VETERANS

ATS IMPLEMENTATION ACTIVITIES

- **Establishment of a Coordinating Entity.** Responsible for short and long term implementation of accessible transportation strategies including the identification of a new, ongoing funding source to support operations.
- **One Call/One Click Operations.** Countywide, centralized phone and internet -resource for all modes of transportation serving target populations. Assisting callers in making travel plans based on their abilities.
- **User-side Subsidies** for low-income populations for whom existing fares are a barrier to access.
- **Expansion and Enhancement of One Seat Ride Pilot Program** allowing passengers to travel throughout the county (and possibly outside the county) without having to transfer between paratransit vehicles.
- **Funding: On-going funding of \$1.4 Million until stable funding is identified**



Master Plan for Aging/Local Implementation of Services



Develop Contra Costa County MPA Local Playbook - \$250,00 one-time

- Plan development
- Stakeholder engagement
- Awareness campaigns – anti-ageism, anti-ableism, caregiving
- Age-Friendly Communities engagement with Cities

Build Provider Network Capacity & Fund Direct Services - \$1 million on-going

- Organizational development trainings
- Innovative programs/demonstration projects
- Modernizing current programs
- Direct services support – transportation, family caregiver support, system navigation, legal services, workforce development, etc.

Goal #5: Welcoming & Safe Community

Program Area	One-Time	4/1/2022 through 6/30/2023	Total Allocation	On-Going FY 2023-2024
Goal #5: Welcoming & Safe Community:				
East County Fire – Build/Reopen and Staff Fire Stations (via annexation)	\$ 17,200,000		\$ 17,200,000	\$ 3,500,000
Contra Costa County Fire - Build/Reopen and Staff Fire Stations	\$ 1,600,000	\$ 3,500,000	\$ 5,100,000	\$ 3,500,000
Fire/Wildland Mitigation/Fuel Reduction	\$ -	\$ 4,500,000	\$ 4,500,000	\$ 4,500,000
Pinole Fire – Increase Service (via contract or annexation)		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Unincorporated Patrol - Decreased Response Times	\$ 360,000	\$ 6,000,000	\$ 6,360,000	\$ 6,000,000
Body Worn and In-Car Cameras - Sworn Staff	\$ 720,000	\$ 1,841,000	\$ 2,561,000	\$ 1,841,000
Climate Sustainability-Sustainability Trust Public Works Projects	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Climate Equity and Resilience Investment in Conservation and Development		\$ 500,000	\$ 500,000	\$ 500,000
Community Based Restorative Justice	\$ 2,000,000		\$ 2,000,000	
Illegal Dumping Initiative		\$ 600,000	\$ 600,000	\$ 600,000
Sales Tax Consulting Administrative Expense	\$ -	\$ 265,000	\$ 265,000	\$ 200,000

East Contra Costa Fire – Build/Reopen and Staff Fire Stations

- Fire Station 51 – \$15 Million total cost (Empire Avenue, Brentwood)
 - One-time construction funds of \$5 Million requested from Measure X
 - City of Brentwood has already committed \$7 Million
 - Remaining funding from the Fire District and potential federal funding commitments
 - Ongoing Operational Costs
 - \$3.5 Million beginning in FY 22/23
- Fire Station 54 – \$12.2 Million total cost (First Street, Brentwood)
 - One-time funding requested
 - \$1 Million for demolition of obsolete building (FY 21/22)
 - \$10 Million for construction costs (FY 23/24)
 - \$1.2 Million for apparatus (FY 22/23)
 - Ongoing Operational Costs
 - \$3.5 Million beginning in FY 24/25

Contra Costa County Fire – Reopen Fire Stations

- Con Fire has two remaining stations closed as a result of the great recession.
 - Fire Station 4 in unincorporated Walnut Creek is planned to be reopened with the district's FY 2022/23 budget and no use of Measure X funds
 - The reopening of the final Con Fire station requires Measure X support
 - Fire Station 12 in unincorporated Martinez would be the last closed Con Fire station. This area has a low call volume and is very close to Fire Station 14 in downtown Martinez.
 - The area served by the downtown Antioch fire station is underserved and impacted by very high call volume.
 - Planning and deployment software consistently recommends the next available resource to be staffed should be a second unit to serve downtown Antioch and the surrounding communities.
- One-time funding is necessary to procure the apparatus
 - \$1.6 Million one-time expenditure in FY 21/22
- On-going operational and staffing costs
 - \$3.5 Million to provide fire, EMS, and rescue services to the underserved Antioch

Wildland Fire Mitigation and Fuel Reduction

- Extreme wildfire danger
 - Many communities are located in areas of increased wildfire risk
 - Lack of vegetation management and fuels reduction
 - Need for proactive year-round programs
- Con Fire Hand Crew (\$2.5 Million annually)
 - Funding to provide year-round staffing and equipment for fire mitigation and response as well as fuels reduction programs, hazard abatement, and vegetation clearance during non-peak fire season countywide.
- Countywide Fuels Reduction Projects (\$2.0 Million annually)
 - Funding to provide for contractors, consulting, specialized equipment rental for larger complex fuels reduction projects throughout very high and high fire hazard severity zones countywide.
- The staffing of this hand crew and the fuel reduction funds will position the District to better take advantage of and leverage available state grant funds.

Pinole Fire Department – Reopen Fire Station 74

- Fire Station 74 is the last remaining closed fire station in West County.
- Funding of \$2 Million annually to bridge the gap of available funds from the City to provide support for a contract for service by Con Fire to operate both fire stations within the City of Pinole – including reopening Fire Station 74.
- The further functional and administrative consolidation of the Con Fire and Pinole service areas is important to provide consistent fire, EMS, and rescue services in what is now the “Battalion 7” model of three separate agencies serving a large population of West County.
- Underserved communities would benefit from more stable staffing and levels of emergency services, fire prevention, fire investigation, and public education provided by Con Fire.



Unincorporated Patrol – Decreased Response Times

Efficient Service to Unincorporated Areas - \$6,360,000

Live Move-Up-Module Dispatching for decreased patrol response - \$500,000

One-time costs = \$360,000 (equipment and set-up costs)

Annual costs = \$140,000 (program maintenance and support)

Additional Patrol staffing generally for the most underserved communities of Montalvin Manor, Rodeo/Crockett, Saranap, Bay Point and Byron; additional service areas will decrease response times to all communities - \$5,860,000

Deputy Sheriff for Community Patrol & Response = $\$298,800 \times 16 = \$4,780,800$

Sergeant for Patrol Supervision & Accountability = $\$339,200 \times 3 = \$1,017,600$



Body-Worn and In-Car Cameras – Sworn Staff



Increased Transparency - \$2,561,000

Body-worn and in-car cameras for all sworn officers and in all unincorporated patrol units. Professional Standards Division professional staff for administrative support.

One-time costs = \$720,000 (camera equipment and set-up costs)

Annual costs = \$1,841,000 (equipment and personnel)

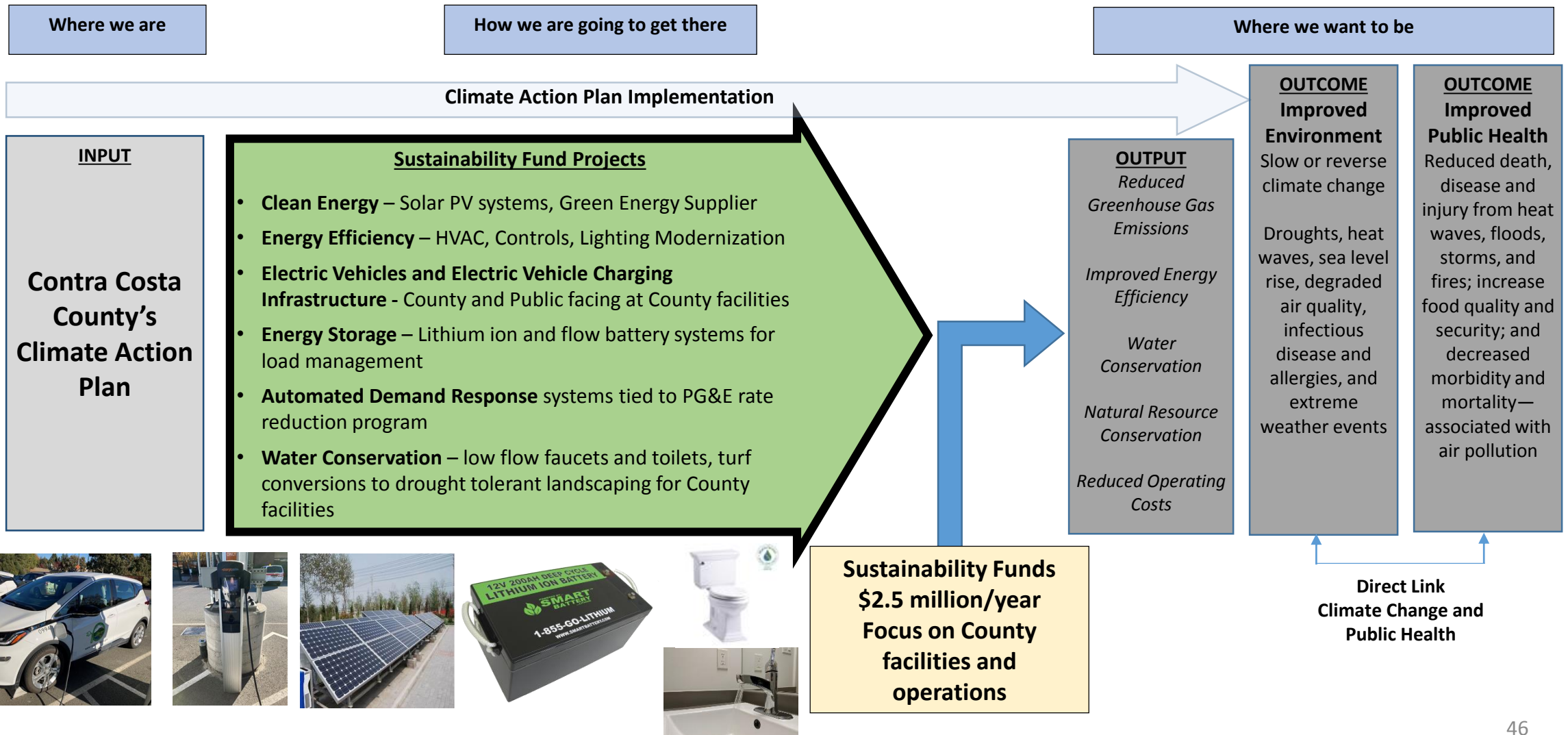
\$1,300,000 camera software, storage and support

\$219,000 Sheriff's Director (Program Manager)

\$161,000 Sheriff's Specialist (Records & PRA Oversight) x 2 =

\$322,000

Climate Sustainability - Sustainability Trust Public Works Projects



Climate Equity and Resilience Investment – Increased Sustainability Planning at the Department of Conservation and Development

Funding: On-going funding of \$500,000

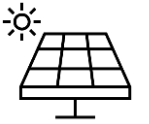
Sea Level Rise

Provide coordination and support County leadership on anticipating and responding to changing conditions.



Community facing clean energy projects and programs

Plan for community solar installations, community resilience centers, electric vehicle deployment, and related.



Rethinking Contra Costa's Energy Economy

Support Board of Supervisors in facilitating public input and building consensus on how we transition to new economic opportunities.



Financing programs

Develop and facilitate programs that help low- and moderate-income property owners invest in clean energy and energy efficiency.



Carbon Sequestration

Implement ongoing carbon sequestration feasibility study.
Develop Countywide tree master plan.
Collaborate on urban agriculture projects.





Community Based Restorative Justice

- One-time allocation of- \$2,000,000
 - Restorative justice emphasizes repairing the harm caused by delinquent or criminal behavior, acknowledging that these actions hurts everyone — victims, perpetrators and community.
 - Request includes funding for:
 - Training and technical assistance in restorative principles and practices
 - Support staff to coordinate and oversee the training and technical assistance contract
 - As the Probation Department begins to explore the development of a scope and design for the proposed multi-use youth campus, a consultant would be hired to advise on how to best create spaces that are aligned with restorative principles and practices.

Illegal Dumping Initiative

The Illegal Dumping Initiative reduces illegally dumped waste in our communities by implementing 56 education, prevention, clean-up and enforcement strategies. It is jointly conducted by the Sheriff's Office, District Attorney's Office, Department of Public Works, Health Services Department, and Department of Conservation of Development. The strategies proposed to receive the Measure X funds initially are:



Derelict Boat and RV Abatement

Removal of derelict boats/RVs

Capital Improvements

Implement capital improvements to deter illegal dumping, such as street lighting or barricades

Surveillance Cameras

Wireless high-definition surveillance cameras for illegal dumping hot spot monitoring and evidence collection

Investigating and Prosecuting Illegal Dumping Crimes

Dedicated illegal dumping deputies in the Sheriff's Office

On-going funding of \$600,000

Sales Tax Consulting Administrative Expense

- **Current Status**
- Contra Costa receives sales tax consulting services from HdL Companies, Inc. including:
 - providing quarterly reports of actual sales tax data,
 - conducting forward looking projections of sales tax receipts to assist with financial planning and
 - initiating appeals of incorrect sales tax reporting by the State, on behalf of the County, to ensure sales tax revenue is being correctly distributed to the County
- **Funding: \$200,000 for on-going sales tax consulting services**
 - This assumes costs of processing 1-2 large sales tax appeals on behalf of the County in a given year, which if successful, would recapture Measure X revenue that had been previously misdirected to other jurisdictions erroneously by the State.
 - The County pays HdL a commission of 15% on the amount of sales tax dollars recaptured due to a successful appeal.
 - For this reason, the commission paid to HdL is covered by the newly recaptured Measure X revenue generated from the appeal process with the remaining 85% available for local programming.

Summary of Financial Impact

The recommendations included in this report have the following financial impact:

- A one-time cost of \$128.39 million,
- An April 1, 2022 through June 30, 2023 cost of \$76.731 million, and
- An on-going future fiscal years cost of \$106.266 million.

All of these recommendations will be funded with sales tax revenues generated through Measure X, which are general purpose revenues.

Next Steps

- Staff requests that the Board provide additional direction regarding remaining funding totaling \$7.350 million (\$6.616 million one-time plus \$734,000 on-going) in a future meeting.
- Individual Board members requested follow-up information on the following six programs: Animal Services' dead animal pick-up, Childcare, Childhood Mental Health, Children with Disabilities, the Northern Waterfront Initiative, and Victim Assistance to Crime Victims. In the current funding cycle, Measure X for these programs (all on-going) is not feasible due to insufficient funding after addressing other MXCAB and Board of Supervisors' priorities.
- Staff will work with the Advisory Board and department staff to develop measurable performance outcomes and provide the required annual report. It is anticipated an oversight report from the MXCAB would come to the Board after a twelve-month period.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Prohibit parking at all times on a portion of Lenox Road (Road No.1655M), Kensington area.

RECOMMENDATION(S):

RESCIND Traffic Resolution 1961/542, and;

ADOPT Traffic Resolution No. 2021/4509 to prohibit stopping, standing, or parking at all times on the west side of Lenox Road (Road No. 1655M), beginning at point 114 feet north of the center line of Beverly Road (Road No. 1655L) and extending northerly a distance of 160 feet; and on the east side of Lenox Road (Road No 1655M), beginning at point 114 feet north of the center line of Beverly Road (Road No. 1655L) and extending northerly a distance of 315 feet, as recommended by the Public Works Director, Kensington area. (District 1)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Kensington Police Department Lieutenant Brad Harms contacted the Contra Costa County Public Works Transportation Engineering Traffic Staff to request restricting parking at a location near Public Path #5 on Lenox Road. Traffic Engineering staff responded by conducting a site visit with Lieutenant Harms to assess a “pinch point” and impediment for emergency

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Monish Sen,
925.313.2187

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

vehicle through access. Lieutenant Harms, along with the Kensington Fire Department, expressed concern that parked vehicles impede through access, and felt restricted parking on both sides of the roadway through this particularly narrow portion of Lenox Road would enhance through access, especially during emergencies. This was noted and followed up with a formal request, which is attached. Public Works concurs and recommends this limited parking restriction.

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain in its present state, potentially encumbering access for emergency and other vehicles, with limited road width and vehicles parked on this section of Lenox Road.

ATTACHMENTS

Traffic Resolution 2021/4509

Kensington Police Parking Restriction Request-Lenox Rd.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on November 16, 2021 by the following vote:

AYES:

NOES:

ABSENT:

TRAFFIC RESOLUTION NO. 2021/4509

ABSTAIN:

Supervisory District 1

SUBJECT: Prohibit stopping, standing, or parking of vehicles at all times on a portion of Lenox Road (Road No. 1655M), Kensington area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other actions to be taken as indicated):

Pursuant to Section 22507, stopping, standing, or parking is hereby declared to be prohibited at all times on the west side of Lenox Road (Road No. 1655M), beginning at point 114 feet north of the center line of Beverly Road (Road No. 1655L) and extending northerly a distance of 160 feet, and on the east side of Lenox Road (Road No. 1655M), beginning at point 114 feet north of the center line of Beverly Road (Road No. 1655L) and extending northerly a distance of 315 feet, Kensington area.

Traffic Resolution 1961/542, pertaining to restricted parking on Lenox Road, is hereby rescinded.

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.

JS:sr
Orig. Dept: Public Works (Traffic)
Contact: Monish Sen, 925-313-2187

ATTESTED: _____
MONICA NINO, Clerk of the Board of Supervisors and
County Administrator

cc: California Highway Patrol
Kensington Police Department

By _____,
Deputy

TRAFFIC RESOLUTION NO. 2021/4509

From: Brad Harms <bharms@kppcsd.org>
Sent: Friday, October 29, 2021 4:36 PM
To: Monish Sen <monish.sen@pw.cccounty.us>; Mike Gancasz <MGancasz@kppcsd.org>
Cc: John Swann <John.Swann@pw.cccounty.us>; Jerry Fahy <jerry.fahy@pw.cccounty.us>; Kristen Hardeman <kristen.hardeman@pw.cccounty.us>
Subject: RE: Lenox Road

Hello,

Attached is a diagram (Not to Scale) of the potential “bottleneck” on Lenox Road in the event of a possible mass evacuation. Photo #1 is a view facing southbound and Photo #2 is a view facing northbound.

The diminished roadway length is about 131’ long and is only about 15’4” wide in some areas. The west side of the roadway has a wooden fence that parallel’s the street from a few feet from the edge of the roadway, which essentially makes it difficult or impossible for a vehicle to both park on the side, and allow through traffic on Lenox Road. The roadway is wide and narrows the closer you get to the middle and opens up wider as you approach Kingston Road on the north and Beverly Road on the South. The width of a fire truck can be a minimum of 8’6” and should be considered a factor in deciding the final course of action.

This segment of road has the potential to impact approximately 150 houses on Kingston Road, Beverly Court and both sides of Ardmore Road. This equates to a potential impact of approximately 3% of the population in the District of Kensington. In the past couple of months we have had two complaints specifically associated with this concern. (If needed I can forward them if requested)

The Kensington Police Department would like the Contra Costa County Public Works Department to either paint red curbs along a greater portion of Lennox Road , towards the middle where there is a diminished width or consider modifications to the roadway in order to widen the roadway if feasible.

Brad Harms
Police Lieutenant
Patrol - Administration

Kensington Police Department

510-525-7573 | Dispatch
510-526-4141 | Main Ext. 170
510-217-5288 | Cell
510-526-1028 | Fax
Email: bharms@kppcsd.org
217 Arlington Avenue | Kensington, CA. 94707



NOT TO SCALE

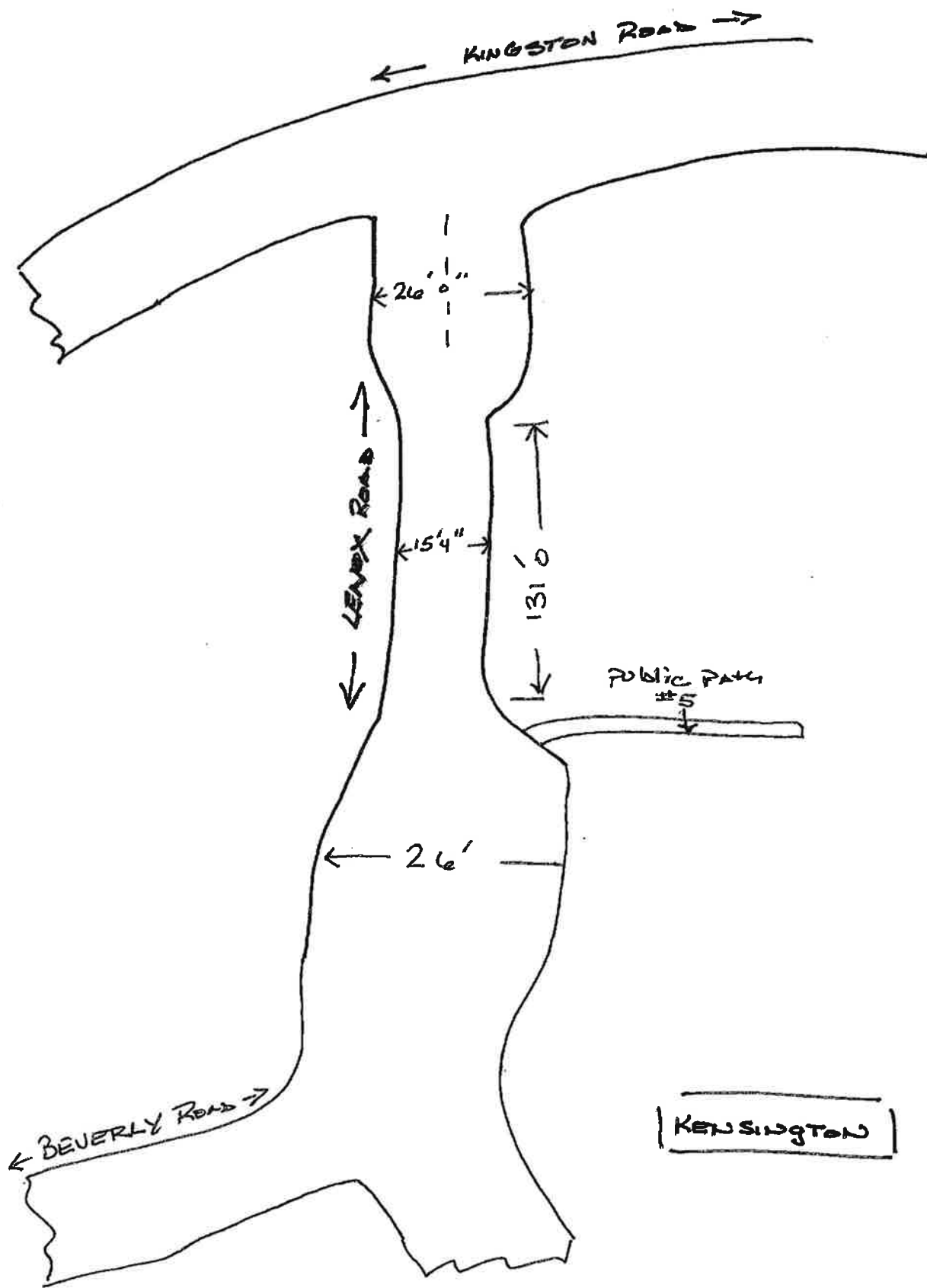
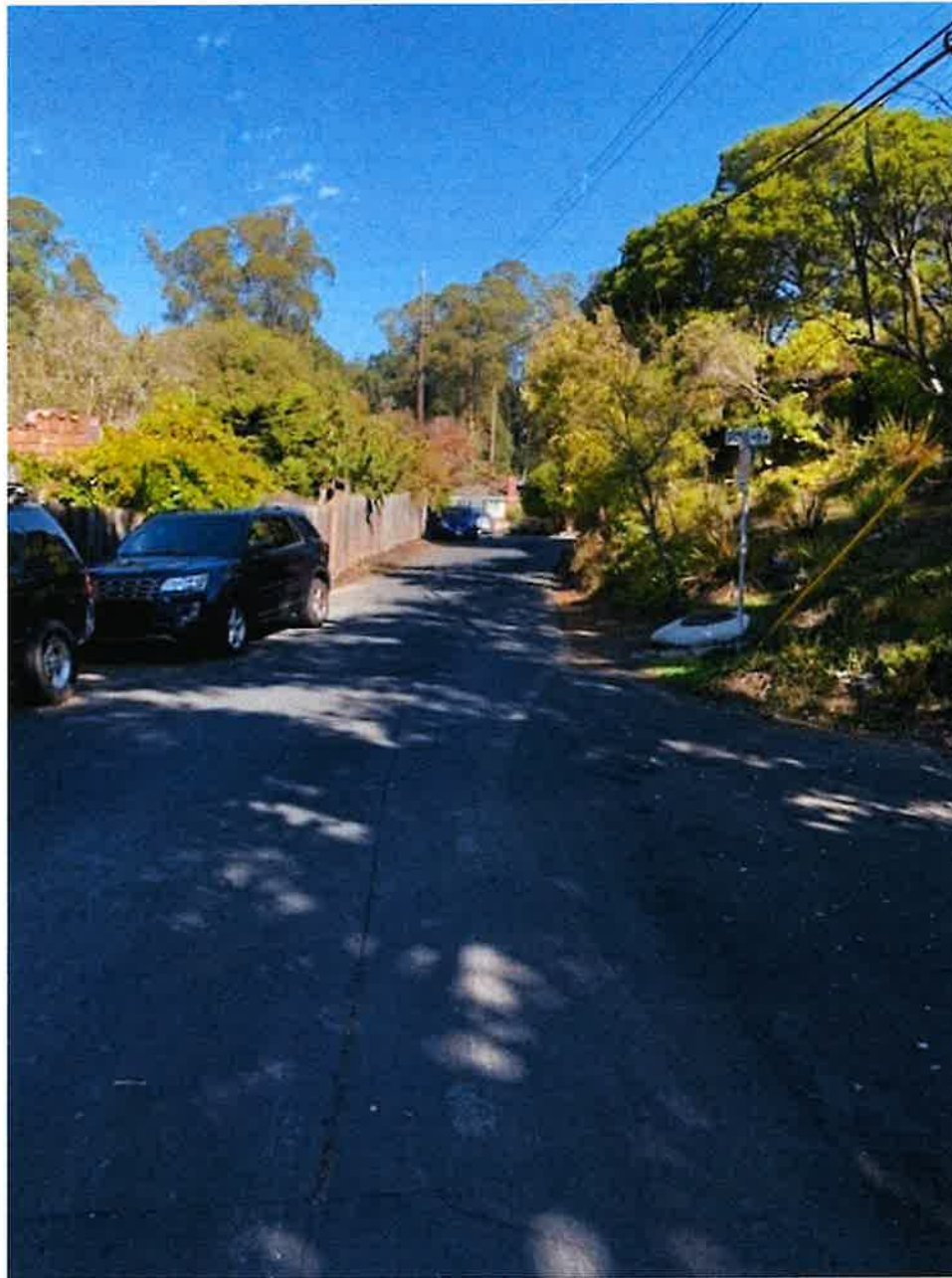


Photo #1



Photo #2





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Accept for recording purposes only an Offer of Dedication for Roadway Purposes (APN 408-180-012) for development plan DP14-03041, Richmond area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/362 accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-012) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Roadway Purposes is required per Condition of Approval Numbers #53, #54, and #55.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Roadway Purposes will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Randolph Sanders (925)
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Records, Cinda Tovar- Design & Construction, IPT Richmond DC III LLC

ATTACHMENTS

Resolution No. 2021/362

Offer of Dedication - Road
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 11/16/2021 by the following vote:

AYE:	<input type="checkbox"/>
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>

Resolution No. 2021/362

IN THE MATTER OF accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-012) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby **ACCEPTED FOR RECORDING ONLY:**

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: 408-180-012

GRANTOR: IPT Richmond DC III LLC

AREA: Richmond

DISTRICT: I

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Records, Cinda Tovar- Design & Construction, IPT Richmond DC III LLC

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Richmond

Road: Pittsburg Avenue

Co. Road No.: 0565N

Development No.: DP14-3041

APN: 408-180-012

OFFER OF DEDICATION - ROAD PURPOSES

IPT Richmond DC III LLC, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and as shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

For more information, see attached resolution that was approved by the BOS for this offer of dedication.

The undersigned executed this instrument on October 18, 2021
(Date)

IPT Richmond DC III LLC
(Name of owner as shown in title report)


(Signature)
(Print Name & Title)
Tom Kazarian, Authorized Signatory

(Signature)
(Print Name & Title)

Attachments: Notary
Exhibit A & B
Resolution

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On October 18, 2021 before me, Julie L. Dennis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tom Kazarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(e)~~, or the entity upon behalf of which the person~~(e)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
ROW DEDICATION ADJUSTED PARCEL 2

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY GRANTED TO IPT RICHMOND DC III LLC, IN THAT CERTAIN GRANT DEED, RECORDED ON OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176366-00, CONTRA COSTA COUNTY RECORDS, AS SAID PROPERTY IS FURTHER DELINEATED UPON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD MARCH 01, 2019, IN BOOK 158 OF LICENSED SURVEYOR'S MAPS, AT PAGE 2, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND MONUMENT AT THE INTERSECTION OF PITTSBURG AVENUE AND RICHMOND PARKWAY AS SHOWN ON SAID SURVEY (158 LSM 2);

THENCE RUNNING ALONG THE MONUMENT LINE OF SAID PITTSBURG AVENUE, SOUTH 88° 50' 13" EAST, 77.01 FEET;

THENCE LEAVING SAID LINE SOUTH 00° 35' 08" WEST, 20.00 FEET, TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PITTSBURG AVENUE AND THE EASTERLY RIGHT OF WAY LINE OF RICHMOND PARKWAY, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF PITTSBURG AVENUE, SOUTH 88° 50' 13" EAST, 273.00 FEET, TO A POINT ON THE EASTERLY LINE OF THE ABOVE SAID PARCEL (DN. 2019-0176366-00), AND THE WESTERLY LINE OF THE PROPERTY GRANTED TO IPT RICHMOND DC III LLC, IN THAT CERTAIN GRANT DEED, RECORDED ON OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365-00, CONTRA COSTA COUNTY RECORDS;


THENCE ALONG SAID COMMON LINE, SOUTH 01° 09' 47" WEST, 30.00 FEET,

THENCE LEAVING SAID LINE NORTH 88° 50' 13" WEST, 272.70 FEET, TO A POINT ON THE WESTERLY LINE OF THE ABOVE SAID PARCEL (DN. 2019-0176366-00),

THENCE ALONG SAID LINE, NORTH 00° 35' 08" EAST, 30.00 FEET, TO THE **POINT OF BEGINNING**.

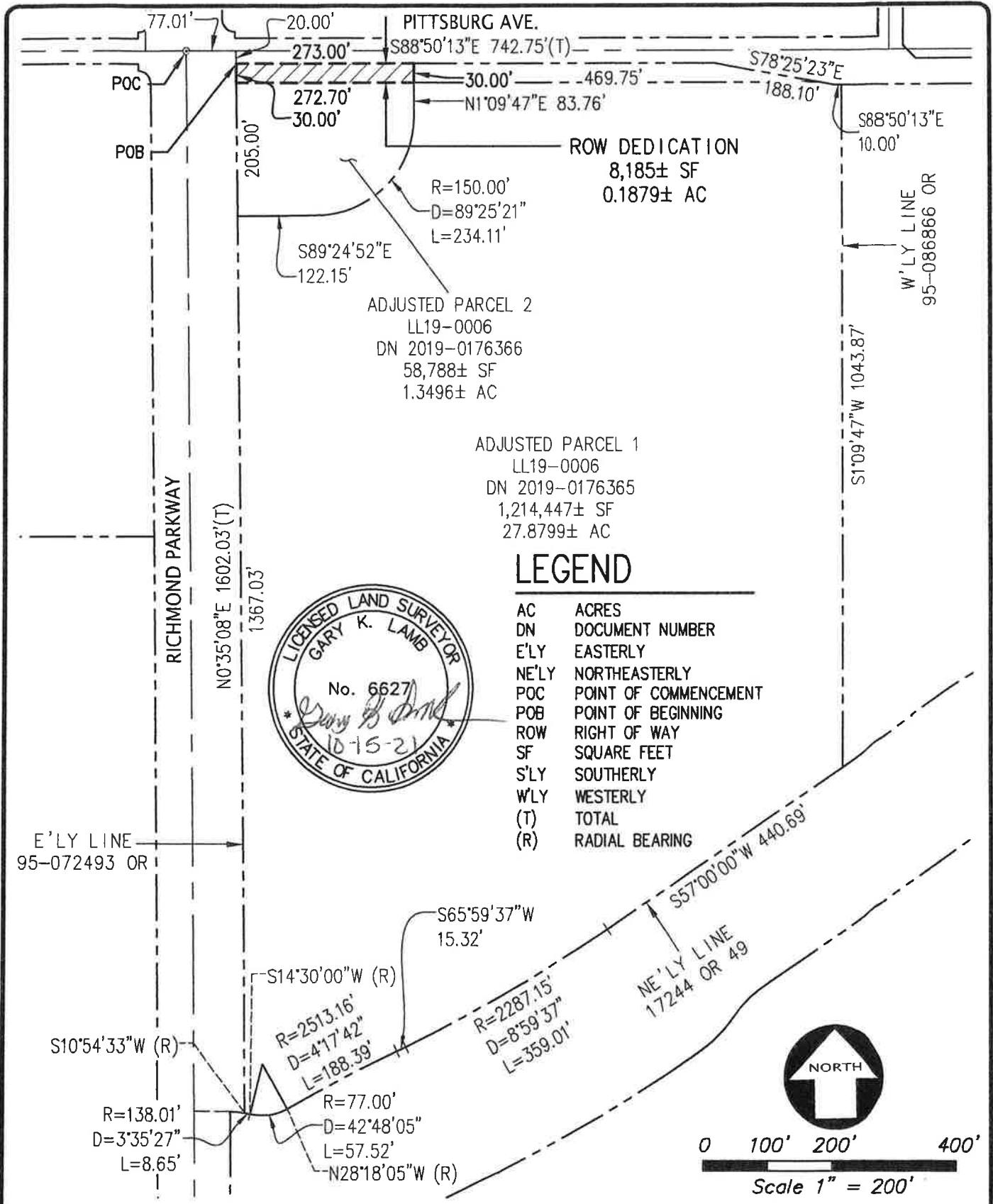
CONTAINING 8,185 SQUARE FEET OR 0.1879 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

10-15-21
DATE



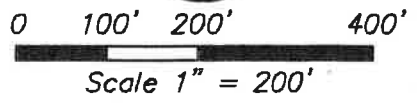
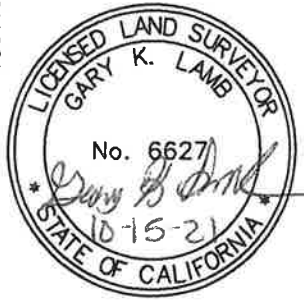


ADJUSTED PARCEL 2
 LL19-0006
 DN 2019-0176366
 58,788± SF
 1.3496± AC

ADJUSTED PARCEL 1
 LL19-0006
 DN 2019-0176365
 1,214,447± SF
 27.8799± AC

LEGEND

- AC ACRES
- DN DOCUMENT NUMBER
- E'LY EASTERLY
- NE'LY NORTHEASTERLY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- S'LY SOUTHERLY
- W'LY WESTERLY
- (T) TOTAL
- (R) RADIAL BEARING



KIER+WRIGHT
 250 Cherry Lane, Suite 107, 208 Manteca, CA 95337
 Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROW DEDICATION
ADJUSTED PARCEL 2

RICHMOND, CALIFORNIA

DATE	OCT., 2021
SCALE	1" = 200'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1

Parcel Map Check Report

Client:

Client

Prepared by:

Gary Lamb

KIER & WRIGHT

250 Cherry Lane, Suite 208

Date: 11/5/2020 12:37:19 PM

Parcel Name: BNDRY - A18625-1-RC ROW DED PARCEL 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 10,803.2975'

East: 11,941.8003'

Segment# 1: Line

Course: S88° 50' 13"E

Length: 273.00'

North: 10,797.7562'

East: 12,214.7440'

Segment# 2: Line

Course: S1° 09' 47"W

Length: 30.00'

North: 10,767.7624'

East: 12,214.1351'

Segment# 3: Line

Course: N88° 50' 13"W

Length: 272.70'

North: 10,773.2976'

East: 11,941.4913'

Segment# 4: Line

Course: N0° 35' 08"E

Length: 30.00'

North: 10,803.2960'

East: 11,941.7979'

Perimeter: 605.70'

Area: 8,185Sq.Ft.

Error Closure: 0.0028

Course: S58° 27' 28"W

Error North : -0.00148

East: -0.00240

Precision 1: 216,321.43



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Accept for recording purposes only an Offer of Dedication for Roadway Purposes (APN 408-180-013) for development plan DP14-03041, Richmond area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/363 accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-013) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Roadway Purposes is required per Condition of Approval Numbers #53, #54, and #55.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Roadway Purposes will not be recorded.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Randolph Sanders (925)
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

ATTACHMENTS

Resolution No. 2021/363

Offer of Dedication - Road
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 11/16/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/363

IN THE MATTER OF accepting for recording purposes only an Offer of Dedication for Roadway Purposes (Assessor's Parcel No. 408-180-013) for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: 408-180-013

GRANTOR: IPT Richmond DC III LLC

AREA: Richmond

DISTRICT: I

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Records, Cinda Tovar- Design & Construction, IPT Richmond DC III LLC

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Richmond

Road: Pittsburg Avenue

Co. Road No.: 0565N

Development No.: DP14-3041

APN: 408-180-012 - 013

OFFER OF DEDICATION - ROAD PURPOSES

IPT Richmond DC III LLC, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and as shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

For more information, see attached resolution that was approved by the BOS for this offer of dedication.

The undersigned executed this instrument on October 18, 2021
(Date)

IPT Richmond DC III LLC
(Name of owner as shown in title report)

(Signature) 
(Print Name & Title)
Tom Kazarian, Authorized Signatory

(Signature) _____
(Print Name & Title)

Attachments: Notary
Exhibit A & B
Resolution

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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 Orange)

On October 18, 2021 before me, Julie L. Dennis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tom Kazarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(e)~~, or the entity upon behalf of which the person~~(e)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
ROW DEDICATION ADJUSTED PARCEL 1

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY GRANTED TO IPT RICHMOND DC III LLC, IN THAT CERTAIN GRANT DEED, RECORDED ON OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365-00, CONTRA COSTA COUNTY RECORDS, AS SAID PROPERTY IS FURTHER DELINEATED UPON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD MARCH 01, 2019, IN BOOK 158 OF LICENSED SURVEYOR'S MAPS, AT PAGE 2, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND MONUMENT AT THE INTERSECTION OF PITTSBURG AVENUE AND RICHMOND PARKWAY AS SHOWN ON SAID SURVEY (158 LSM 2);

THENCE RUNNING ALONG THE MONUMENT LINE OF SAID PITTSBURG AVENUE, SOUTH 88° 50' 13" EAST, 77.01 FEET;

THENCE LEAVING SAID LINE SOUTH 00° 35' 08" WEST, 20.00 FEET, TO A POINT AT THE INTERSECTION OF SOUTHERLY RIGHT OF WAY LINE OF PITTSBURG AVENUE AND THE EASTERLY RIGHT OF WAY LINE OF RICHMOND PARKWAY;

THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF PITTSBURG AVENUE, SOUTH 88° 50' 13" EAST, 273.00 FEET, TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 88° 50' 13" EAST, 469.75 FEET, TO AN ANGLE POINT THEREON, AS DESCRIBED IN THAT CERTAIN GRANT DEED TO CONTRA COSTA COUNTY, RECORDED APRIL 12, 1996, AS INSTRUMENT NO. 96-067303, CONTRA COSTA COUNTY RECORDS;


THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 78° 25' 23" EAST, 165.97 FEET;

THENCE LEAVING SAID LINE, NORTH 88° 50' 13" WEST, 632.98 FEET, TO A POINT ON THE WESTERLY LINE OF THE ABOVE SAID PARCEL (DN. 2019-0176365-00), AND THE EASTERLY LINE OF THE PROPERTY GRANTED TO IPT RICHMOND DC III LLC, IN THAT CERTAIN GRANT DEED, RECORDED ON OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176366-00, CONTRA COSTA COUNTY RECORDS;

THENCE ALONG SAID LINE COMMON LINE, NORTH 01° 09' 47" EAST, 30.00 FEET, TO THE
POINT OF BEGINNING.

CONTAINING 16,541 SQUARE FEET OR 0.3797 ACRES OF LAND, MORE OR LESS.

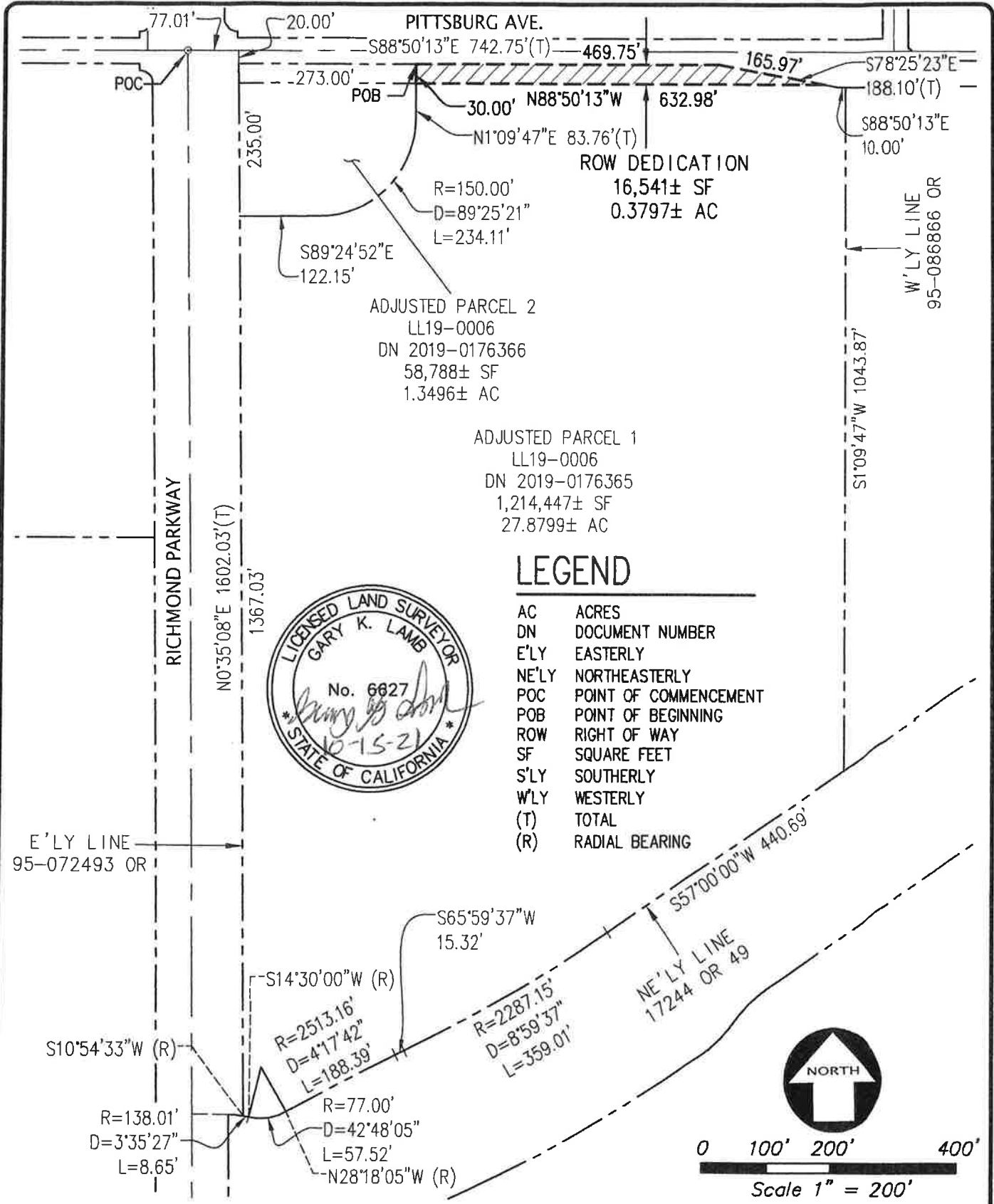
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

10-15-21
DATE





LEGEND

- AC ACRES
- DN DOCUMENT NUMBER
- E'LY EASTERLY
- NE'LY NORTHEASTERLY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- S'LY SOUTHERLY
- W'LY WESTERLY
- (T) TOTAL
- (R) RADIAL BEARING

KIER+WRIGHT
 250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337
 Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROW DEDICATION
ADJUSTED PARCEL 1
 RICHMOND, CALIFORNIA

DATE	OCT., 2021
SCALE	1" = 200'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1

Parcel Map Check Report

Client: Client
Prepared by: Gary Lamb
 KIER & WRIGHT
 250 Cherry Lane, Suite 208

Date: 11/5/2020 12:37:00 PM

Parcel Name: BNDRY - A18625-1-RC ROW DED PARCEL 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 10,838.1440' East: 10,350.8061'

Segment# 1: Line

Course: S88° 50' 13"E Length: 469.75'
 North: 10,828.6094' East: 10,820.4493'

Segment# 3: Line

Course: S78° 25' 23"E Length: 165.97'
 North: 10,795.3019' East: 10,983.0428'

Segment# 4: Line

Course: N88° 50' 13"W Length: 632.98'
 North: 10,808.1499' East: 10,350.1932'

Segment# 5: Line

Course: N1° 09' 47"E Length: 30.00'
 North: 10,838.1438' East: 10,350.8021'

Perimeter: 1,298.69' Area: 16,541Sq.Ft.
 Error Closure: 0.0039 Course: S86° 17' 47"W
 Error North : -0.00025 East: -0.00392

Precision 1: 332,997.44



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Approve a Contract with FlowWest, LLC for the Wildcat Creek Fish Passage and Community Engagement Project, North Richmond area. Project #7505-6F8101

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (Flood Control District), or designee, to execute a contract with FlowWest, LLC, in an amount not exceed \$658,304 to provide design, permitting, and California Environmental Quality Act (CEQA) services supporting the Wildcat Creek Fish Passage and Community Engagement Project (Project) for the period of November 17, 2021 to November 16, 2024, North Richmond area.

FISCAL IMPACT:

The Project is 100% funded by the California Department of Water Resources (DWR) Proposition 68 Urban Streams Restoration Program (USRP) funds without any requirement for local matching funds.

BACKGROUND:

The Flood Control District, in partnership with Trout Unlimited, John Muir Chapter, was awarded a DWR USRP grant to fund the design and permitting phase of the Project. The Project is intended to retrofit the existing fish ladder in the Wildcat Creek flood control facility and replace it with a more natural design to improve fish passage. Additionally, as requested by

- APPROVE OTHER
- RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Gus Amirzehni, (925) 313-2128

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Paul Detjens, Flood Control, Gus Amirzehni, Flood Control, Melinda Harris, County Watershed Program, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

the City of San Pablo, the Project will include a modification to an existing flood control structure to improve flow conditions and reduce flood risk to the surrounding area. The Project will also include a community engagement process to raise flood control and fish passage awareness in the community.

On March 3, 2021, the Flood Control District issued a Request for Qualifications for the design, permitting, and CEQA services for the Project. Through this competitive process, FlowWest, LLC, was determined to be the most qualified consultant team to provide the requested services. This contract will engage FlowWest, LLC, for the period of November 17, 2021 to November 16, 2024, to provide the services needed to complete the design, permitting, and CEQA services for the Project.

More specifically, this contract includes preparing CEQA documentation and regulatory permit applications, engaging the community in the Project, developing design alternatives and final design, and preparing construction plans, specifications, and an engineer's cost estimate for the Project.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board, the Flood Control District will be unable to complete the design and permitting of the Project.



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: November 16, 2021

Subject: Final Settlement of Claim, Conway vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Vicki Conway and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$85,000, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$85,000, less permanent disability advances.

BACKGROUND:

Attorney Aimee Hartono, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Vicki Conway vs. Contra Costa County. The Board's November 2, 2021 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff - Yes; Supervisor Glover - Absent. This action is taken so that the terms of this final settlement and the earlier November 2, 2021 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Karen Caoile
335-1400

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Shane Clarke, David Espinoza and Arnulfo M. Ramirez.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

DENY claims filed by Shane Clarke, David Espinoza and Arnulfo M. Ramirez.

CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Risk
Management

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: November 16, 2021

Subject: Public report of litigation settlement agreements that became final during the period of August 12, 2021, through November 4, 2021.

RECOMMENDATION(S):

RECEIVE public report litigation settlement agreements that became final during the period of August 12, 2021, through November 4, 2021.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Four agreement to settle pending litigation, as defined in Government Section 54956.9, became final during the period of August 12, 2021, through November 4, 2021

Contra Costa County Deputy Sheriffs' Assn. v. Contra Costa County, et al., CCC Sup. Ct. Case No. N19-0097. On September 7, 2021, the Board of Supervisors authorized a settlement in this case involving disclosure of peace officer records. The Board authorized a settlement with KQED, Inc., California Newspapers Partnership L.P., Investigative Studios, Inc., the Center for Investigative Reporting, and the First Amendment Coalition in the total amount of \$380,000 in closed session by a 5-0 vote. The settlement agreement was fully executed on November 4, 2021. The funding source is the General Fund.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Thomas Geiger (925)
655-2200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Contra Costa County v. Ron Nunn Family, L.P., CCC Sup. Ct. Case No. C16-01648. This was an action to acquire certain property by eminent domain in the Brentwood area for the Balfour Road Shoulder Widening Project. Under the terms of the stipulation, all necessary property interests were conveyed by the property owner to the County for \$99,317, plus statutory interest and costs. The Board of Supervisors authorized settlement on December 15, 2020, in closed session by a 5-0 vote. Judgment pursuant to the parties' stipulation was entered on October 27, 2021. The settlement amount will be paid from county road funds.

Contra Costa County Deputy Sheriffs' Assn. v. Contra Costa County, et al., CCC Sup. Ct. Case No. N19-0097. On June 8, 2021, the Board of Supervisors authorized a settlement in this case involving disclosure of peace officer records. The Board authorized a settlement with the ACLU in the amount of \$60,389 in closed session by a 5-0 vote. The settlement agreement was fully executed on September 13, 2021. The funding source is the General Fund.

Contra Costa County v. Houd, et al., CCC Sup. Ct. Case No. C16-01646. This was an action to acquire certain property by eminent domain in the Brentwood area for the Balfour Road Shoulder Widening Project. Under the terms of the stipulation, all necessary property interests were conveyed by the property owner to the County for \$103,954, plus statutory interest and costs. The Board of Supervisors authorized settlement on December 15, 2020, in closed session by a 5-0 vote. Judgment pursuant to the parties' stipulation was entered on August 12, 2021. The settlement amount will be paid from county road funds.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: ACCEPT Board members meeting reports for October 2021

RECOMMENDATION(S):

ACCEPT Board members meeting reports for October 2021.

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 ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. Districts I and V have nothing to report. District III September 2021 report is also attached.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/16/2021 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Joellen Bergamini
925.655.2000

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

District II October 2021 Report

District IV October 2021 Report

District III September 2021

Report

Supervisor Candace Andersen – Monthly Meeting Report *October*

2021

Date	Meeting	Location
1	USPS Zip code meeting	Zoom Meeting
4	Steve Weir Bldg Dedication	Martinez
4	Staff meeting	Zoom meeting
5	Board of Supervisors	Zoom meeting
5	Saranap meeting	Zoom Meeting
6	Staff meeting	Zoom Meeting
6	Mental Health Comm	Zoom Meeting
7	MP&L Co Conn	Zoom Meeting
7	East Bay EDA	Zoom meeting
11	TWIC	Zoom Meeting
11	Internal Ops	Zoom meeting
11	First 5	Zoom meeting
12	Board of Sups	Zoom meeting
13	JJCC	Zoom meeting
14	Staff meeting	Zoom meeting
14	Public Works	Zoom meeting
14	EBEDA Innovation Awards	Zoom meeting
17	SR Culture in the Community	San Ramon CC
18	TVTC	Zoom meeting
19	Board of Supervisors	Zoom meeting
20	Staff meeting	in person
21	CCCTA	Zoom meeting
21	San Ramon Rotary	San Ramon C
21	ABAG	Zoom meeting
23	Redistricting Workshop	SR City Hall
25	Family & Human Services	Zoom meeting
25	Public Protection	Zoom meeting
25	First 5 Commission Meeting	Zoom meeting
26	Staff meeting	Zoom meeting
27	CCCERA	Zoom meeting
28	Tri Valley Mayors summit	Livermore
28	CCCSWA BOD	Zoom meeting
29	Lower WC Breaching event	Martinez

**Supervisor Karen Mitchoff
October 2021**

DATE	MEETING NAME	LOCATION	PURPOSE
10/04/21	Steve Weir Building Rededication	Martinez	Rededication of County Building
10/26/21	CCTV Recording	Martinez	Recording for upcoming events

Supervisor Diane Burgis - September 2021 AB1234

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

Date	Meeting Name	Location
7-Sep	Board of Supervisors Meeting	Web Meeting
8-Sep	Martinez Office	Martinez
8-Sep	Airport Committee Meeting	Web Meeting
8-Sep	LAFCO Meeting	Web Meeting
10-Sep	Delta Counties Coalition Meeting	Web Meeting
11-Sep	Delta Veterans Group 9/11 Commemoration Event	Antioch
13-Sep	Transportation, Water & Infrastructure Committee Meeting	Web Meeting
13-Sep	Internal Operation Committee Meeting	Web Meeting
13-Sep	Legislation Committee Meeting	Web Meeting
14-Sep	Board of Supervisors Meeting	Web Meeting
14-Sep	Housing Authority Meeting	Web Meeting
14-Sep	Contra Costa County Fire Protection District Meeting	Web Meeting
14-Sep	East Contra Costa Groundwater Sustainability Workshop	Web Meeting
15-Sep	Martinez Office	Martinez
16-Sep	Delta Protection Commission Meeting	Web Meeting
21-Sep	Board of Supervisors Meeting	Web Meeting
22-Sep	Martinez Office	Martinez
23-Sep	Illegal Dumping Ad-Hoc Committee Meeting	Web Meeting
27-Sep	Family and Human Services Committee Meeting	Web Meeting
29-Sep	Regional Impact Council Steering Committee Meeting	Web Meeting

* Reimbursement may come from an agency other than Contra Costa County

Report

bodies report on meetings
meals, lodging, etc).

Purpose

Meeting

Board Letters for CAO

Meeting

Meeting

Meeting

Community Outreach

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Community Outreach

Board Letters for CAO

Meeting

Meeting

Board Letters for CAO

Meeting

Meeting

Meeting



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Introduction of Organic Waste Disposal Reduction Ordinance No. 2021-38, Adding Chapter 418-20 to Title 4 of the County's Ordinance Code

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2021-38, to implement state regulations to reduce the disposal of organic waste in landfills by regulating the collection and hauling of organic waste and recovering edible food, WAIVE reading, and FIX November 23, 2021, for adoption.

FISCAL IMPACT:

There will be no impact to the general fund from adopting the proposed ordinance. The Conservation and Development Director is authorized to collect fees if/when approved by the Board by resolution and to use revenues from the fees to fund regulatory costs incurred in the enforcement of the ordinance. Some costs may also be paid for by an increase in solid waste collection rates for implementing new/modified services, however such action would be separately considered by the Board. In addition, the ordinance has provisions to impose fines ranging from \$100 to \$500 per violation on or after January 1, 2024.

BACKGROUND:

Senate Bill 1383, Short-lived Climate Pollutants Reduction, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes targets to reduce the statewide disposal of organics by 50% by 2020 and 75% by 2025; and requires that not less than 20% of edible food that is currently disposed be recovered for human consumption by 2025. The state has adopted comprehensive regulations as a result of the passage of SB 1383, which impose a wide range of requirements on local jurisdictions (hereinafter referred to as the

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: David Brockbank,
925-655-2911

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

SB 1383 Regulations).

The SB 1383 Regulations require that each jurisdiction develop methods for: recovering organics, procuring recycled organics, recovering edible food, regulating haulers, planning for adequate edible food and organics waste processing capacity, and conducting education/outreach, inspections and enforcement. In addition, it also requires adoption of local ordinances that are consistent with the state's Model Water Efficient Landscape standards and CalGreen, California's green building standards code.

REQUIREMENTS INCLUDED IN THE PROPOSED ORDINANCE

The SB 1383 Regulations require cities, counties, and special districts providing solid waste collection services to adopt an enforceable ordinance (or other enforceable mechanism) by January 1, 2022, applicable to organic waste generators (residents and businesses), large edible food generators, food recovery services/organizations and organic waste haulers. The State can impose significant penalties if a jurisdiction fails to adopt the required ordinance.

The existing County Ordinance Code providing for the regulation of solid waste within the unincorporated area does not adequately address the requirements in the SB 1383 Regulations. In order to comply with the state mandates, staff is proposing to incorporate a new, Chapter 418-20 "Organic Waste Disposal Reduction Ordinance".

Elements of the proposed ordinance include:

Organic Waste Generators:

- * All businesses, single-family residences, and multi-family residential dwellings are required to separate organics (plant debris, food waste, food soiled papers, untreated wood waste) and recyclables from trash.
- * All generators must subscribe to a franchised hauler's organic waste collection service or self-haul organic waste in a manner that complies with Section 418-20.212(b).
- * Businesses are required to make indoor recycling and organics collection containers available to customers for any materials generated in self-serve areas.

Waivers:

- * Businesses and multi-family residential dwellings (5 or more units) that generate minimal amounts of organics or don't have the space to place organics containers may apply for waivers from these requirements.

Haulers:

- * Haulers (including self-haulers) are required to take organic materials to authorized organic waste recovery facilities.
- * Construction and demolition debris must be managed in compliance with California Green Building Standard Code.
- * Businesses and multi-family residential dwellings who self-haul, are required to keep a record of the amount of organic waste delivered to each solid waste facility.

Edible Food Recovery:

- * Commercial Edible Food Generators are required to: recover edible food, have a contract in place with a food recovery organization or service to accept the surplus edible food, and maintain records of the recovery organizations that collect their edible food and the amount of food donated.
- * This requirement goes into effect on January 1, 2022, for Tier One Commercial Edible Food

Generators (including but not limited to large grocery stores and supermarkets) and January 1, 2024, for Tier Two Commercial Edible Food Generators (including but not limited to large restaurants and other large scale food providers).

* Food recovery organizations, such as food banks, are required to keep records and report annually to their jurisdictions the commercial edible food generators that donated food and the amount of food collected.

Capacity Planning:

* Food recovery organizations are required to provide the jurisdiction information about the existing and available, or proposed new or expanded capacity for storage of recovered edible food upon request.

Inspections & Enforcement:

* When there is cause to believe that a violation of this ordinance exists on any property, the Department of Conservation & Development (DCD) may enter the property to inspect and gather evidence, if a violation has been determined, DCD will serve written notice on the responsible person before taking any other enforcement action.

* Beginning in 2024, violation of any provision of the proposed ordinance will be subject to fines ranging from \$100 to \$500 per violation.

REQUIREMENTS NOT INCLUDED IN THE PROPOSED ORDINANCE

The SB 1383 Regulations include other requirements that are not included in the proposed ordinance but are required for SB 1383 compliance. Additional elements mandated under the SB 1383 Regulations include but are not necessarily limited to required collection container colors and container labeling, reviews of collection routes to identify container contamination, procurement of recovered organic products (e.g., compost, mulch, specific renewable energy products made from organic waste) and recycled content paper, as well as annual reporting to CalRecycle. Staff will address container colors & labeling, collection route reviews and contamination monitoring through franchise hauler negotiations as new/modified collection services that need to be implemented will impact collection rates. Staff intends to prepare several options for the Board to consider at one or more future meetings. Additionally, staff will prepare an update to the County's procurement policy for the Board's consideration at a subsequent meeting to ensure compliance with this mandate.

CONSEQUENCE OF NEGATIVE ACTION:

The ordinance will not be introduced. If the ordinance is not introduced, it cannot be adopted. If the County does not adopt this ordinance, the County will be out of compliance with state regulations and subject to penalties, including being fined up to \$10,000 a day for every day the County is out of compliance.

ATTACHMENTS

Ordinance No. 2021-38 "Organic Waste Disposal Reduction"

ORDINANCE NO. 2021-38

(Organic Waste Disposal Reduction)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. SUMMARY. This ordinance adds Chapter 418-20 to the Contra Costa County Ordinance Code to establish a program to regulate the handling of organic waste in accordance with State of California regulations.

SECTION II. AUTHORITY. This ordinance is adopted pursuant to Chapter 12 of Division 7 of title 14 of the California Code of Regulations, section 42652.5, subdivision (b), of the California Public Resources Code and article XI, section 7 of the California Constitution.

SECTION III. FINDINGS AND PURPOSE.

(a) On September 19, 2016, Governor Gavin Newsom approved Senate Bill No. 1383 (“SB 1383”). SB 1383 contains legislative findings regarding public health and other impacts caused by short-lived climate pollutants such as black carbon, fluorinated gases, and methane.

(b) Among other things, SB 1383 added chapter 13.1 (commencing with section 42652) to part 3 of division 30 of the California Public Resources Code.

(c) Public Resources Code section 42652.5, subdivision (a), directed the California Department of Resources Recycling and Recovery (“CalRecycle”) to adopt regulations to achieve specified organic waste reduction goals; specifically, a 50-percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75-percent reduction from the same level by 2025.

(d) In October 2020, CalRecycle adopted regulations under the mandate of SB 1383 (“SB 1383 Regulations”). Along with revising certain existing provisions of title 14 of the California Code of Regulations, the SB 1383 Regulations include a new chapter within division 7 of title 14, entitled “Short-lived Climate Pollutants,” commencing with section 18981.1 (“Chapter 12”), effective January 1, 2022.

(e) Among the requirements in Chapter 12 are several regulatory mandates on local jurisdictions, including counties, cities, and specified special districts that provide solid waste collection services. These mandates include Section 18981.2, subdivision (a), which requires a local jurisdiction, by January 1, 2022, to “adopt enforceable ordinance(s), or similar enforceable mechanisms that are consistent with the requirements of this chapter, to mandate that organic waste generators, haulers, and other entities subject to the requirements of this chapter that are subject to the jurisdiction’s authority comply with the requirements of this chapter.”

(f) The purpose of this ordinance is to implement the regulatory mandates described in Chapter 12 and provide for the establishment and collection of fees to pay for associated regulatory costs.

SECTION IV. Chapter 418-20 is added to the County Ordinance Code, to read:

Chapter 418-20 Organic Waste Disposal Reduction

418-20.202 Limits of application. This ordinance does not apply within the jurisdictional boundaries of sanitary districts, community services districts, and public utility districts, to the extent that these districts provide solid waste handling services or implement source reduction and recycling programs.

(Ord. 2021-38 § 4).

418-20.204 Definitions. For purposes of this chapter, the following words and phrases have the following meanings:

(a) “Commercial business” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, that operates a business facility in the unincorporated area, including, by way of example and without limitation, strip malls, industrial facilities and multifamily residential dwellings consisting of five or more units.

(b) “Commercial edible food generator” means an entity, other than a food recovery organization or food recovery service, that:

(1) Disposes of edible food in the course of the entity’s operation of a commercial business;

(2) Disposes of edible food in the course of the entity’s operation of a large venue or large event, either directly or indirectly through a food facility; or

(3) Arranges for the recovery of edible food that would otherwise be disposed of in the course of the entity’s operation of a commercial business, large venue or large event.

(c) “Commercial hauler” means a hauler that collects organic waste from organic waste generators in the unincorporated area in the course of operation of a business.

(d) “Director” means the Director of Conservation and Development or designee.

(e) “Edible food” means food that is intended for human consumption and meets the food safety requirements of the California Retail Food Code.

(f) “Food” means food as defined in section 113781 of the California Health and Safety Code.

(g) “Food distributor” means a commercial business that distributes food to entities including, but not limited to, supermarkets and grocery stores.

(h) “Food facility” means a food facility as defined in section 113789 of the California Health and Safety Code.

(i) “Food recovery” means the collection of food designated for disposal and the distribution of the collected food for human consumption.

(j) “Food recovery organization” means an entity that collects or receives edible food from commercial edible food generators or food recovery services and, either directly or indirectly, distributes that edible food to the public for consumption. Food recovery organizations include, but are not limited to, all of the following:

(1) Food banks as defined in section 113783 of the California Health and Safety Code;

(2) Nonprofit charitable organizations as defined in section 113841 of the California Health and Safety Code; and

(3) Nonprofit charitable temporary food facilities as defined in section 113842 of the California Health and Safety Code.

(k) “Food recovery service” means a person who collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for distribution to the public for consumption.

(l) “Food service provider” means a person primarily engaged in providing contracted food services to institutional, governmental, commercial, or industrial customers.

(m) “Garbage container” means a container that is utilized in an organic waste collection service and intended for the collection of only non-organic waste.

(n) “Grocery store” means a store located in the unincorporated area of the county that is primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, fresh meats, fish and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

(o) “Hauler” means a person who collects material from an organic waste generator and delivers it to a reporting entity as defined in section 18815.2, subdivision (a)(48), of title 14 of the California Code of Regulations, an end user, or a destination outside of the State of California.

(p) “Large event” means an event in the unincorporated area of the county that is attended by an average of more than 2,000 individuals each day of the event and that (1) requires payment of an admission price; or (2) is operated by a local agency.

(q) “Large venue” means a permanent venue facility in the unincorporated area of the county where an average of more than 2,000 individuals are seated or served each day of operation. By way of example and without limitation, venue facilities include stadiums, amphitheaters, arenas, halls, amusement parks, conference or civic centers, zoos, aquariums, airports, racetracks, horse tracks, performing arts centers, fairgrounds, museums, theaters, and other public attraction facilities. A site under common ownership or control that includes two or more contiguous large venues is a single large venue.

(r) “Organic waste” means solid waste containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

(s) “Organic waste collection service” means a service provided to customers by a hauler under a franchise agreement to collect routinely generated organic waste from properties in the unincorporated area.

(t) “Organic waste container” means a container utilized in an organic waste collection service that is intended for the collection of only organic waste.

(u) “Organic waste generator” means a person who:

(1) Resides in, or operates a commercial business or other facility located in, the unincorporated area of the county; and

(2) Creates organic waste.

(v) “Person” means an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

(w) “Prohibited container contaminants” means any of the following:

(1) Non-organic waste placed in an organic waste container.

(2) Carpets, non-compostable paper, hazardous wood waste, or organic textiles placed in an organic waste container.

(3) Organic waste placed in a garbage container, if the organic waste is intended to be collected only in an organic waste container or recycling container in accordance with the requirements of the organic waste collection service provided to the generator.

(4) Organic waste placed in a recycling container, except for paper products, printing and writing paper, wood and dry lumber.

(x) "Property owner" means the owner of real property.

(y) "Recycling container" means a container that is utilized in an organic waste collection service and intended for the collection of only non-organic recyclables.

(z) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

(aa) "Self-hauler" means an organic waste generator who does one or more of the following:

(1) Hauls organic waste generated by the self-hauler in the unincorporated area to another person, or

(2) Hauls organic waste generated by the self-hauler in the unincorporated area to another destination owned and operated by the self-hauler, using the self-hauler's own employees and equipment.

(bb) "Source separated organic waste" means organic waste that the generator has segregated from other types of waste at the location where the waste was generated.

(cc) "Supermarket" means a full-line, self-service retail store located in the unincorporated area of the county that has gross annual sales of \$2 million or more and sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

(dd) "Tier one commercial edible food generator" means a commercial edible food generator that operates a grocery store with a total facility size equal to or greater than 10,000 square feet, or operates a supermarket, or is a food distributor, wholesale food vendor, or food service provider that serves customers in the unincorporated area of the county.

(ee) "Tier two commercial edible food generator" means a commercial edible food generator that:

(1) Operates a large venue or large event; or

(2) Operates one of the following in the unincorporated area of the county:

(A) A restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;

(B) A hotel that has an on-site food facility and 200 or more rooms; or

(C) A health facility that has an on-site food facility and 100 or more beds.

(ff) "Wholesale food vendor" means a commercial business where food is received, shipped, stored, and prepared for distribution to a retailer, warehouse, distributor, or other destination. (Ord. 2021-38 § 4).

418-20.206 Mandates on organic waste generators.

(a) Subject to section 418-20.210, organic waste generators shall do at least one of the following:

(1) Subscribe to and comply with the requirements of an organic waste collection service that is provided to the organic waste generator. An organic waste generator will be deemed to be in compliance with the subscription requirement if a property owner or commercial

business subscribes to an organic waste collection service that is made available to the organic waste generator.

(2) Self-haul organic waste in a manner that complies with subsection 418-20.212(b).

Notwithstanding the requirement in this subsection, nothing in this chapter is intended to prohibit an organic waste generator from preventing or reducing organic waste generation, managing organic waste onsite, using a community composting site, or contracting with commercial haulers to collect organic waste not routinely generated.

(b) Prohibited contaminants. Organic waste generators shall not place any material into a collection container that is utilized in an organic waste collection system if the material would constitute a prohibited container contaminant upon placement in the container.

(c) Commercial businesses. Organic waste generators that are commercial businesses, other than multifamily residential dwellings, shall comply with the following additional requirements:

(1) Provide containers in accordance with the following:

(A) If the business generates organic waste, the business must provide an organic waste collection container in each area where a disposal container is provided for customers, except for restrooms.

(B) If the business generates non-organic recyclables, provide a non-organic recyclables container in each area described in subsection 418-20.206(d)(1)(A).

(C) A container described in subsections 418-20.206(d)(1)(A) or (d)(1)(B) must:

i. Have a body or lid that conforms to the color of the container that is provided for the described waste in the organic waste collection system to which the business subscribes; or

ii. Have a label that includes language or graphic images or both that indicates the primary materials accepted in the container and primary contaminants.

Notwithstanding the foregoing, a commercial business is not required to replace functional containers that do not conform to the requirements in this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Provide training to employees in accordance with the following:

(A) Inform employees that only organic waste may be placed in organic waste containers.

(B) Prohibit employees from placing organic waste in a container not designated to receive that waste.

(3) Periodically inspect organic waste containers for contaminants and inform employees if any are found, and that only organic waste may be placed in such containers.

(d) Exception. The requirements in subsections 418-20.206(a) and (c) do not apply to publicly operated treatment works that generate biosolids.

(Ord. 2021-38 § 4).

418-20.208 Mandates on commercial businesses.

(a) Organic waste collection. Subject to section 418-20.210, commercial businesses shall do both of the following:

(1) Provide or arrange for the collection of organic waste generated by the employees, contractors, tenants and customers of the business. A commercial business that is a tenant of

another commercial business that provides or arranges for the collection of organic waste on behalf of the tenant and the tenant's employees, contractors, tenants and customers will be deemed to be in compliance with this requirement.

(2) Provide collection containers within the premises of the business that are of sufficient number and size for the business.

(b) Information. Commercial businesses shall, at least annually, provide information to employees, contractors, tenants and customers about organic waste recovery requirements and the proper sorting of organic waste. Commercial businesses shall provide this information to a new tenant before or within 14 days after the tenant's occupation of the premises.

(c) Access. Commercial businesses shall provide or arrange for access to their business premises by authorized county representatives for the purpose of conducting lawfully authorized inspections under this chapter.

(Ord. 2021-38 § 4).

418-20.210 Waivers.

(a) De minimis waivers. The director may waive the obligation of a commercial business to comply with any or all of the requirements in section 418-20.206 or section 418-20.208 if the business applies for a waiver in accordance with subsection 418-20.210(c) and finds that the business generates a de minimis amount of waste, which may constitute either of the following:

(1) The business generates a minimum of two cubic yards of solid waste per week, and:
(A) Organic waste that must be collected in an organic waste container comprises less than 20 gallons per week of the total solid waste generated by the business; or
(B) Organic waste that must be collected in a recycling container comprises less than 20 gallons per week of the total solid waste generated by the business.

(2) The business generates less than two cubic yards of solid waste per week, and:
(A) Organic waste that must be collected in an organic waste container comprises less than 10 gallons per week of the total solid waste generated; and
(B) Organic waste that must be collected in a recycling container comprises less than 10 gallons per week of the total solid waste generated.

(b) Physical space waivers. The director may waive the obligation of a commercial business or property owner to comply with any or all of the requirements in section 418-20.206 or section 418-20.208 if the commercial business or property owner applies for a waiver in accordance with subsection 418-20.210(c) and the director finds that the business or property owner lacks sufficient space on the premises to accommodate the carts utilized in the organic waste collection service available to the applicant.

(c) Application. An applicant for a waiver or renewal of a waiver under this section must submit a written application to the director along with payment of a fee set by the Board of Supervisors by resolution. As part of the application, the applicant must identify the requirements sought to be waived, provide evidence that the business is qualified for a waiver under one of the grounds set forth in this section, and authorize the director to conduct periodic inspections of the applicant's premises for the purpose of verifying that the applicant meets the qualifications for a waiver.

(d) Issuance; validity. If the director determines that the applicant for a waiver or renewal of a waiver meets the qualification for the waiver, the director shall issue the waiver or renewal of a waiver. A waiver or renewal of a waiver issued under subsection 418-20.210(a) will be valid for

three years unless rescinded. A waiver or renewal of a waiver under subsection 418-20.210(b) will be valid for five years unless rescinded.

(e) Transferability. Except as follows, waivers granted under this section are not transferable. The owner or operator of a commercial business or property owner for which a waiver has been issued under the grounds set forth in subsection 418-20.210(b) may transfer the waiver to a purchaser of the business or property if the director determines in advance that the physical space available for cart collection at the time of the sale is the same or smaller than the physical space available at the time of issuance of the waiver.

(f) Rescission. If the director receives evidence that a person granted a waiver or renewal of a waiver under this section no longer meets the qualifications for the waiver, the director may rescind the waiver, provided that prior to rescission:

- (1) The person is provided written notice of intent to rescind the waiver;
- (2) The notice sets forth evidence that the person no longer qualifies for the waiver;
- (3) The notice provides a reasonable opportunity for the person to respond;
- (4) The director considers any and all evidence provided by the person in response to the notice; and

(5) The director provides the person with written notice of the rescission.
(Ord. 2021-38 § 4).

418-20.212 Mandates on haulers.

(a) Commercial haulers.

(1) In addition to compliance with applicable permit and other requirements in Chapter 418-2, a commercial hauler shall do all of the following:

(A) Transport organic waste that it collects from organic waste generators to an authorized organic waste recovery location, as more particularly described in article 2 of Chapter 12.

(B) Maintain a copy of its authorization by the county to collect organic waste from organic waste generators.

(2) Exceptions. The requirements in subsection 418-20.212(a)(1) do not apply to:

(A) The transport of source separated organic waste to a community composting site;
or

(B) The transport of construction and demolition debris in compliance with the California Green Building Standards Code as adopted by subsection 74-2.002(d) and as amended by subsections 74-4.006(e) and (o), to the extent any of these provisions are applicable.

(b) Self-haulers.

(1) General. An organic waste generator may self-haul its own organic waste in accordance with this subsection.

(2) Handling requirements. A self-hauler shall do one of the following:

(A) Source-separate the organic waste, and take it to a solid waste facility or operation or other location where organic waste where source-separated organic waste is processed or recovered. Notwithstanding the foregoing, a self-hauler is not required to source-separate construction and demolition debris that is transported in accordance with the legal requirements referenced in subsection 418-20.212(a)(2)(B).

(B) Take the organic waste to a high diversion organic waste processing facility.

(3) Records. Except for residential organic waste generators, a self-hauler of organic waste shall keep for a minimum of five years any and all delivery receipts and weight tickets

issued by entities that received the self-hauler's waste, or a list of entities that received the waste if delivery receipts and weight tickets are not available.
(Ord. 2021-38 § 4).

418-20.214 Mandates on commercial edible food generators.

(a) Compliance date. This section applies only to tier one commercial edible food generators and tier two commercial edible food generators. Tier one commercial edible food generators shall comply with the requirements of this section commencing no later than January 1, 2022. Tier two commercial edible food generators shall comply with the requirements of this section commencing no later than January 1, 2024.

(b) Recovery requirement. A commercial edible food generator described in subsection 418-20.214(a) shall have a contract or written agreement with at least one food recovery organization or food recovery service for the purpose of recovering the maximum amount of edible food that would otherwise be disposed of.

(c) Prohibition. Commercial edible food generators described in subsection 418-20.214(a) shall not intentionally spoil edible food that could otherwise be recovered.

(d) Records. Commercial edible food generators described in subsection 418-20.214(a) shall keep records as follows for a minimum of five years:

(1) A list of each food recovery service and food recovery organization that collects or receives edible food from the commercial edible food generator.

(2) Copies of contracts or written agreements with food recovery organizations or food recovery services.

(3) As to each food recovery service and food recovery organization with which the commercial edible food generator has a contract or written agreement under subsection 418-20.214(b), records of all the following:

(A) The name, address, and contact information of the food recovery service or food recovery organization;

(B) The types of food to be collected by or transported to the food recover service or food recovery organization;

(C) The established frequency of collection by or transport of edible food to the food recovery service or food recovery organization; and

(D) The number of pounds of edible food collected by or transported to the food recovery service or food recovery organization each month.

(e) Large events and large venues. A commercial edible food generator that operates a large venue or large event but does not directly provide food service shall require food facilities operating at the large venue or large event to comply with the requirements of this section.

(f) Exception. A commercial edible food generator is not required to comply with this section if the commercial edible food generator demonstrates to the director the existence of extraordinary circumstances beyond the control of the commercial edible food generator that make such compliance impracticable. For purposes of this section, "extraordinary circumstances" are:

(1) A failure by the county to increase edible food recovery in accordance with requirements set forth in section 18991.1 of title 14 of the California Code of Regulations; or

(2) Earthquakes, wildfires, flooding, or other emergencies or natural disasters.
(Ord. 2021-38 § 4).

418-20.216 Mandates on food recovery services and food recovery organizations.

(a) Recordkeeping.

(1) Food recovery services. A food recovery service that is located in the unincorporated area of the county and collects or receives edible food from a tier one commercial edible food generator or tier two commercial edible food generator under a contract or written agreement entered into under subsection 418-20.214(b) shall keep and maintain records as follows for a minimum of five years:

(A) The name and address of, and contact information for, each tier one commercial edible food generator and tier two commercial edible food generator from which the food recovery service collects edible food.

(B) The number of pounds of edible food that the food recovery service collects each month from each tier one commercial edible food generator and tier two commercial edible food generator.

(C) The number of pounds of edible food transported each month to each food recovery organization.

(D) The name and address of, and contact information for, each food recovery organization to which the food recovery service transports edible food for food recovery.

(2) Food recovery organizations. A food recovery organization that is located in the unincorporated area of the county and collects or receives edible food from a tier one commercial edible food generator or tier two commercial edible food generator under a contract or written agreement entered into under subsection 418-20.214(b) shall maintain records as follows for a minimum of five years:

(A) The name and address of, and contact information for, each tier one commercial edible food generator and tier two commercial edible food generator from which the food recovery organization collects edible food.

(B) The number of pounds of edible food that the food recovery organization receives each month from each tier one commercial edible food generator and tier two commercial edible food generator.

(C) The name and address of, and contact information for, each food recovery service from which the food recovery organization receives edible food for food recovery.

(b) Reporting. Food recovery organizations and food recovery services that have contracts or written agreements with tier one commercial edible food generators or tier two commercial edible food generators under subsection 418-20.216(a)(1) or subsection 418-20.216(a)(2) must annually report to the director the number of pounds of edible food recovered in the previous calendar year.

(Ord. 2021-38 § 4).

418-20.218 Edible food recovery capacity planning; requests for information.

(a) Food recovery services and food recovery organizations shall respond to requests by the director for information regarding existing and available, or proposed new or expanded, capacity for storage of recovered edible food, within 60 days after receipt of the request.

(b) Public agencies shall respond to requests by the director for information pertaining to edible food recovery capacity within 120 days after receipt of the request.

(Ord. 2021-38 § 4).

418-20.220 Inspections and investigations. Whenever it is necessary to inspect property to enforce the provisions of this chapter under State law or regulations or otherwise, or whenever the director has cause to believe that there exists on any property any violation of this chapter, the director may enter the property to inspect and gather evidence or perform the duties imposed on the director by this chapter. Entry may be made at any reasonable time upon advance notice to the owner or occupant of the property. If entry is refused, the director is authorized to proceed by pursuing any and all remedies provided by law to secure entry. Notwithstanding the foregoing, nothing in this section authorizes the director to enter private areas of residential properties.

(Ord. 2021-38 § 4).

418-20.222 Administrative fines.

(a) The director is authorized to determine that a requirement of this chapter has been violated.

(b) Definitions. For purposes of this section, the following words and phrases have the following meanings:

(1) “Compliance period” means a 60-day period of time in which a violation must be corrected, commencing with the date of issuance of a notice of violation. For purposes of this section, the date of issuance of a notice of violation will be the service date.

(2) “Service date” means the date a notice or decision is served in accordance with subsection 418-20.222(j).

(3) “Responsible person” means a person who is determined by the director to have violated a provision of this chapter.

(c) Prohibited contaminant violations. If the director determines that a requirement under subsection 418-20.206(b), has been violated, the director will serve written notice on the responsible person before taking any other enforcement action under this chapter against the responsible person with regard to the violation. The notice will contain all of the following:

(1) A description of the violation; and

(2) Information about the requirement to properly separate materials into the appropriate containers.

(d) Notice of violation.

(1) If the director determines that a requirement of this chapter has been violated on or after January 1, 2024, the director may issue a notice of violation to the responsible person. A notice of violation will require the responsible person to correct the violation and contain all of the following information:

(A) The date of the violation;

(B) The address or location where the violation occurred;

(C) The code section violated and description of the violation;

(D) A description of how the violation can be corrected;

(E) The compliance period; and

(F) An advisement that the violator may be subject to an administrative fine under this article if the violation is not corrected within the compliance period, and the maximum amount of that fine.

(2) The director may extend the compliance period set forth in a notice of violation if the director finds that extenuating circumstances beyond the control of the responsible person make

compliance by the compliance date impracticable. For the purpose of this section, “extenuating circumstances” are:

(A) Earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(B) Delays in obtaining a discretionary permits or other government agency approvals; or

(C) Deficiencies in organic waste recycling capacity infrastructure or edible food recovery capacity, if the county is under a corrective action plan under section 18996.2 of title 14 of the California Code of Regulations due to those deficiencies.

(e) Administrative fines.

(1) If a violation has not been corrected by the end of the compliance period in a notice of violation, the director may impose an administrative fine on the responsible person.

(2) Fine amounts. The amount of the fine will be \$100 for a first violation, \$200 for a second violation of the same requirement within one year of the first violation, and \$500 for a third or subsequent violation of the same requirement within one year of the first violation.

(3) Continuing violations. Acts, omissions, or conditions in violation of any section of this chapter that continue, exist or occur on more than one day constitute separate violations and offenses on each day. Violations continuing, existing, or occurring on the service date, the compliance date, and each day between the service date and the compliance date are separate violations.

(4) An administrative fine will be imposed by means of a notice of fine. The responsible person will be served with the notice of fine as specified in subsection 418-20.222(j). The notice of fine will include all of the following information:

(A) The date of the violation;

(B) The address or other description of the location where the violation occurred;

(C) The code section(s) violated and a description of the violation;

(D) The amount of the fine; and

(E) An advisement of the right to request a hearing to contest the imposition of the fine.

(f) Appeals.

(1) Any person upon whom an administrative fine is imposed by the director may request a hearing pursuant to the procedures set forth in this subsection. The appellant must file a written appeal with the director within fifteen calendar days after the service date of the notice of fine. The written appeal must contain:

(A) A brief statement explaining who the appealing party is and what interest the appealing party has in challenging the imposition of the fine; and

(B) A brief statement of the material facts that the appellant claims supports the contention that no administrative fine should be imposed or that an administrative fine of a different amount is warranted.

(2) Notice of the hearing will be served on the appellant as specified in subsection 420-20.220(j). The director will set the hearing no sooner than twenty days and no later than forty-five days following the service date of the notice of hearing.

(3) An appeal of an administrative fine imposed for violations of this chapter will be heard by a hearing examiner appointed by the director.

(4) At the hearing, the appellant will be given the opportunity to testify, and present written and oral evidence.

(5) An appellant's failure to appear at the hearing shall constitute an abandonment of any defense the appellant may have to the administrative fine.

(6) After considering the testimony and evidence submitted at the hearing, or after the appellant has failed to appear at the hearing, the hearing examiner will issue a written decision to uphold, modify, or cancel the administrative fine and will list in the decision the reason or reasons for that decision. The decision will be served as specified in subsection 420-20.222(j).

(g) Final administrative order. The imposition of the administrative fine becomes a final administrative order at one of the following times:

(1) On the date the notice of fine is served, if the responsible person fails to file a written appeal within the time specified; or

(2) On the date the written decision by the hearing examiner is served, if the responsible person files a written appeal within the time specified.

(h) Payment of the fine. The fine must be paid to the county within thirty days after the imposition of the administrative fine becomes a final administrative order. Payment of a fine under this article does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the notice of fine. The payment of a fine does not bar the county from taking any other enforcement action regarding a violation that is not corrected.

(i) Collection. If the fine is not paid within thirty days after the imposition of the fine becomes a final administrative order, the county may collect the fine, the county's collection costs, and interest. An administrative fine accrues interest at the same annual rate as any civil judgment, beginning on the twentieth day after the fine becomes a final administrative order. The county may collect by using any available legal means, including but not limited to the following:

(1) The county may file a civil action. If a civil action is commenced, the county is entitled to recover all costs associated with the collection of the fine, including those costs set forth in Code of Civil Procedure section 1033.5.

(2) The county may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the Enforcement of Judgments Law, California Code of Civil Procedure section 680.010 et seq.

(j) Service. All notices or decisions required to be served by this section will be served by any of the methods specified below:

(1) First class mail. First class mail will be addressed to the responsible person at the address for service of process for the responsible person or to the last address provided by the responsible party to the director. Service is deemed complete upon the deposit of the notice or decision, postage pre-paid, in the United States mail.

(2) Personal service. Personal service is deemed complete on the date the notice or decision is personally served on the responsible person.

(k) Judicial Review. A final administrative order may be appealed to the superior court of the county in accordance with the provisions set forth in Government Code section 53069.4. (Ord. 2021-38 § 4).

418-20.224 Fees and costs.

(a) The director is authorized to collect fees approved by the Board of Supervisors by resolution and to use revenues from the fees to fund regulatory costs incurred in the enforcement of this chapter, in accordance with applicable laws.

(b) A person subject to a fee approved under this section shall promptly pay the fee when due.
(Ord. 2021-38 § 4).

SECTION V. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of the supervisors voting for and against it.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: Monica Nino, Clerk of the Board
of Supervisors and County Administrator

By: _____
Deputy

Board Chair
[seal]

LW/

H:\Ordinances\Ord.2021-38.docx



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Appropriation and Revenue Adjustment for the purchase of Road Maintenance vehicles.

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No.5009 and AUTHORIZE the transfer of appropriations in the amount of \$79,000 from Road Maintenance to ISF Fleet Services for the purchase of two trucks, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

This action increases appropriations in ISF Fleet Services (fund 150100) and reduces appropriations in Road Maintenance (fund 110800) by \$79,000. (100% Local Road Funds)

BACKGROUND:

The Public Works Road Maintenance Division is replacing two trucks previously deadlined. The purchase of the vehicles was included in the Fiscal Year 2021/22 Roads capital budget.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Road Maintenance Division will not be able to purchase vehicles needed to provide services throughout the County.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Michelle Gonsalves,
925-313-2123

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, Auditor-Controller

ATTACHMENTS

TC24/24_AP005009

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C 24**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Public Works Department		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
4284	9951	Reimbursements- Gov / Gov	79,000 00	
TOTALS			79,000 00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 11/9/21

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Transfer appropriation from org. 0672 (Road Maintenance) to org. 4284 (ISF Fleet Services) to purchase two ISF trucks.



Chief of Fiscal
Services

10/25/21

SIGNATURE

TITLE

DATE

REVENUE ADJ.

RAOO

5009

JOURNAL NO.

**CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT /
 ALLOCATION ADJUSTMENT
 T/C 27**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Public Works Department			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
0672	4953	Autos & Trucks	61,000	00	
0672	2319	Public Works Contracts	18,000	00	
0672	5011	Reimbursement Gov Fund/ Gov Fund			79,000 00
4284	4953	Autos & Trucks			79,000 00
TOTALS			79,000	00	158,000 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 11/4/21

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

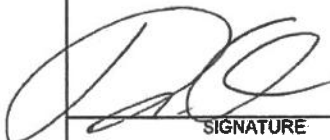
YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Transfer appropriation from org. 0672 (Road Maintenance) to org. 4284 (ISF Fleet Services) to purchase two ISF trucks.



Chief of Fiscal Services

SIGNATURE

TITLE

10/25/21
DATE

APPROPRIATION APOO 5009

ADJ. JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: Transfer Budget for Equal Employment Opportunity Office from County Administrator to Risk Management

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No.5010 authorizing the transfer of appropriations in the amount of \$307,000 from the County Administrator's Office (0003) to the Risk Management Department (0150) to reflect the transfer of administration of the Equal Employment Opportunity Office.

FISCAL IMPACT:

This action is cost neutral as it shifts appropriations from one general fund department to another general fund department.

BACKGROUND:

The Board of Supervisors previously approved the transfer of Equal Employment Opportunity Office staff from the County Administrator's Office to the Risk Management Department on April 20, 2021. The action was taken to formalize the reporting structure that was already physically located at the Risk Management Department. This action shifts the appropriations to a new budget unit established in Risk Management to account for the staffing and operational costs of the Equal Employment Opportunity Office.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, there would be no budgeted appropriations to cover the costs of the Equal Employment Opportunity Office.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Sarah Shkidt, Senior Management Analyst (925)655-2052

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

TC27_AP005010

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27 2021 NOV -2 PM 12:33

AUDITOR-CONTROLLER USE ONLY

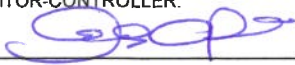
FINAL APPROVAL NEEDED BY:


BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: County Administration (0003), Risk Management (0150)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1210	1011	Permanent Salaries	181,348	00	
1210	1015	Deferred Comp	4,620	00	
1210	1042	FICA/Medicare	13,838	00	
1210	1044	Retirement Expense	55,173	00	
1210	1060	Employee Group Insurance	38,755	00	
1210	1063	Unemployment Insurance	362	00	
1210	1070	Workers Comp Insurance	904	00	
1210	2100	Office Expense	2,500	00	
1210	2111	Telephone Exchange Service	193	00	
1210	2301	Auto Mileage Employees	500	00	
1210	2310	Non Cnty Prof/Spclzd Svcs	4,547	00	
1210	2315	Data Processing Services	4,260	00	
1509	1011	Permanent Salaries			181,348 00
1509	1015	Deferred Comp			4,620 00
1509	1042	FICA/Medicare			13,838 00
1509	1044	Retirement Expense			55,173 00
1509	1060	Employee Group Insurance			38,755 00
1509	1063	Unemployment Insurance			362 00
1509	1070	Workers Comp Insurance			904 00
1509	2100	Office Expense			2,500 00
1509	2111	Telephone Exchange Service			193 00
1509	2301	Auto Mileage Employees			500 00
1509	2310	Non Cnty Prof/Spclzd Svcs			4,547 00
1509	2315	Data Processing Services			4,260 00
TOTALS			307,000	00	307,000 00

APPROVED

AUDITOR-CONTROLLER:
BY:  DATE 11/4/21


COUNTY ADMINISTRATOR:
BY:  DATE 11/4/21

BOARD OF SUPERVISORS:
YES:
NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

Transfer appropriations to reflect the transfer of EEO from the CAO to Risk Management as approved by the Board of Supervisors on April 20/21 (C.27)

 SR. MGMT ANALYST 10/28/2021

SIGNATURE TITLE DATE
APPROPRIATION APOO 5010
ADJ. JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Add two (2) Planner I positions in the Department of Conservation and Development

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25835 to add two (2) Planner I (5AWA) (represented) positions at Salary Plan and Grade ZB5 1476 (\$5,842.98 - \$6,441.89) in the Department of Conservation and Development ("DCD").

FISCAL IMPACT:

The total cost of adding these positions is approximately \$214,000 of which \$40,802 is in pension cost. These positions will be funded 100% by Land Development funds. No General Fund impact.

BACKGROUND:

There is an increase in the number and the complexity of program activities in the Current Planning division of DCD. As of result, the department needs additional Planners to ensure timely processing of projects. Land use applications in Current Planning have increased, and the additional staff is necessary for the Department to continue to meet State-mandated requirements and timelines.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to obtain Board Approval will result in the Department of Conservation and Development not being able to timely process land use applications as mandated.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Arnai Maxey,
925-655-2787

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

AIR 47521_P300 25835 Add 2 Planner Is to DCD
11-16-21

POSITION ADJUSTMENT REQUEST

NO. 25835
DATE 11/04/2021

Department Conservation & Development Department No./
Budget Unit No. 0280 Org No. 2606 Agency No. 38
Action Requested: Add two (2) full-time Planner I (5AWA) (represented) position at salary plan and grade ZB5 1476 (\$5,842.98 - \$6,441.89) in the Conservation & Development Department.

Proposed Effective Date: 11/15/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$214,000.00 Net County Cost \$0.00
Total this FY \$113,947.02 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Development Fees

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Add two (2) full-time Planner I (5AWA) (represented) position at salary plan and grade ZB5 1476 (\$5,842.98 - \$6,441.89) in the Conservation & Development Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Amanda Monson

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/8/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: November 16, 2021

Subject: Reassign One (1) vacant part-time Ambulatory Care Provider-Exempt position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25825 to reassign one (1) vacant part-time (21/40) Ambulatory Care Provider-Exempt (VPT1) position #7815 at salary plan and grade 1PX-1001 (\$15,285 - \$17,333) from Department #0450 (Public Health Administration) to #0460 (California Children's Services) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, the annual cost of approximately \$183,954, which includes \$71,337 in pension costs, will be reflected in the California Children's Services budget unit (0460) and cost savings of that amount in the Public Health budget unit (0450). Immediate cost impacts to the California Children's Services budget are not anticipated since there are no plans to hire for this position at this time. The department is requesting to transfer the position into this cost center so that it is available should California Children's Services (CCS) need to hire another Ambulatory Care Provider-EX in the future. They were previously budgeted and funded for a 40 hour position but hired a 20 hour position instead.

BACKGROUND:

The Health Services Department is requesting to reassign one vacant part-time (21/40) Ambulatory Care Provider-Exempt position from Public Health Administration (Department

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Larita Clow, (925)
957-5244

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

0450, Org 5761) to California Children's Services (Department 0540, Org 5890). CCS had existing budget approval for a full-time Ambulatory Care Provider-EX position #11017, but could only find a suitable candidate available for 20 hours. On 6/8/21, CCS received BOS approval to transfer 20 hours from CCS position #11017 to vacant position #7815 in order to hire the suitable candidate available to work 20 hours/week. The department would like to move position #7815 into cost center #5890 so that the hours that were moved from the original position #11017 are moved back to CCS. The position currently resides in cost center #5761 and there is no need to hire for this classification.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, this position will not be properly allocated to California Children's Services and may negatively affect future program activity needs.

ATTACHMENTS

P300 No. 25825 HSD

POSITION ADJUSTMENT REQUEST

NO. 25825
DATE 10/28/2021

Department Health Services

Department No./
Budget Unit No. 0460 Org No. 5890 Agency No. 18

Action Requested: Reassign one (1) vacant part-time (21/40) Ambulatory Care Provider-EX (VPT1) position #7815 at salary plan and grade 1PX-1001 (\$15,284.75 - \$17,333.33) from Department #0450 (PH Administration) to #0460 (California Children's Services) in the Health Services Department.

Proposed Effective Date: 11/17/21

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$183,954.31 Net County Cost \$0.00
Total this FY \$122,636.20 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Larita Clow

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

11/2/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/8/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: November 16, 2021

Subject: Cancel One Eligibility Worker III position and add one Health Services Administrator - Level B position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25827 to cancel one (1) Eligibility Worker III (XHTB) position #6736 at salary plan and grade 255-1334 (\$5,075.66 - \$6,169.49) and add one (1) Health Services Administrator - Level B (VANG) position at salary plan and grade ZB2-1323 (\$5,173.51 - \$8,477.40) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this request will result in an approximate annual salary and benefit cost increase of \$42,118, which includes \$16,334 in pension cost. The cost increase will be primarily covered by Federal and State matching grants. (65% Federal, 25% State, 10% County General Fund)

BACKGROUND:

The Health Services Department is requesting to cancel one vacant (1) Eligibility Worker III (XHTB) position #6736 and add one (1) Health Services Administrator - Level B (VANG) position. Since 2018, the County California Children's Services (CCS) program has been subject to additional mandates to perform services that were previously completed at the State level. This position would provide the necessary additional support and management for a successful organizational structure, and to allow for a breadth and depth of leadership to maintain these critical

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Larita Clow, (925)
957-5244

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larita Clow

BACKGROUND: (CONT'D)

functions of their program serving the most vulnerable infants, children and youth in our community. This role is specifically related to health administration and would be best served with someone in this field (utilization review, HIPAA compliance, medical records databases, physical therapy, health insurance, clinics, etc). There is a high level of administrative program management work to be performed where personnel matters and managing the program will be handled.

This position would provide direct support to the CCS Program Administrator to help oversee 75 employees in six locations; one administration office and five Medical Therapy units (both personnel administrator and program management), assess programmatic organizational needs, improve processes, personnel transaction tracking, contracts and grants tracking and oversight, including non-monetary agreements such as access to EPIC and SutterLink medical records; attend quarterly state meetings to represent the department, understand overall operations and oversight of special projects (one being to oversee shifting all paper documentation to electronic). This position would also work with three budgets (two state and one county). The budget will include performance measures, state requirements, auditing of data and quality assurance; and create desk procedures for the new California Advancing and Innovating Medi-Cal (CalAIM), oversee accounting, spending, budget tracking, and increase connection with Finance.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, this administrative management position will not be properly allocated to California Children's Services and will negatively affect program activities.

ATTACHMENTS

P300 No. 25827 HSD

POSITION ADJUSTMENT REQUEST

NO. 25827
DATE 10/28/2021

Department Health Services Department No./ Budget Unit No. 0460 Org No. 5890 Agency No. 18
Action Requested: Cancel one (1) Eligibility Worker III (XHTB) full-time (40/40) position #6736 at salary plan and grade 255-1334 (\$5,075.66 - \$6,169.49) and add one (1) Health Services Administrator - Level B (VANG) full-time (40/40) position at salary plan and grade ZB2-1323 (\$5,173.51 - \$8,477.40) in the Health Services Department.

Proposed Effective Date: 11/1/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$42,118.43 Net County Cost \$350.99
Total this FY \$28,078.95 N.C.C. this FY \$58.50

SOURCE OF FUNDING TO OFFSET ADJUSTMENT (Federal 65%, State 25%, County 10%)

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Larita Clow

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

11/2/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: November 16, 2021

Subject: Add one Director of Family, Maternal, and Child Health and one Administrative Services Assistant III positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25826 to add one (1) Director of Family, Maternal and Child Health position (VCFA) at salary plan and grade ZA5-1912 (\$8,997.44 - \$10,936.45) and one (1) Administrative Services Assistant III (APTA) position at salary plan and grade ZB5-1631 (\$6,812.18 - \$8,280.26) in the Health Services Department.(Represented)

FISCAL IMPACT:

Approval of this request would result in an annual salary and benefit cost increase of approximately \$386,463 with \$149,870 pension costs already included. Current General Fund allocations will support the increased costs, due to prior position adjustments that reassigned positions out of the Public Health Division.

BACKGROUND:

The Health Services Department is requesting to add one (1) Director of Family, Maternal and Child Health and one (1) Administrative Services Assistant III full-time position. The Family, Maternal and Child Health (FMCH) Programs have been without a Director for over two years. In early 2019, prior to COVID, Public Health cancelled position #9550 Director of FMCH and added a position in the Director of Public Health Clinic Services classification. Shortly after the spring of 2020, the COVID Response Team had a need for

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Larita Clow, (925)
957-5244

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larita Clow

BACKGROUND: (CONT'D)

the Director of Public Health Clinic Services position to assume the lead role related to contact tracing and investigation and the position was subsequently transferred to support the on-going COVID response. It is important to note that this nurse director position is anticipated to be needed on an ongoing bases, as well as continuing to support of the COVID response.

Senior Leadership has decided to reinstate the Director of Family, Maternal and Child Health classification to provide a program-wide Director over the suite of FMCH programming. This role is responsible for directing the activities of the FMCH Programs, develops and implements program policies, monitors program performance, and allocates fiscal and personnel resources among the various programs (WIC, CCS, MCH).

In addition, it has been determined that the FMCH Programs would benefit from an Administrative Services Assistant III in order for the program managers to be better supported and able to focus on program planning and implementation. There are roughly 30 agreements (grants and subcontractors) under FMCH, all requiring administrative and fiscal oversight and frequent reporting. The ASA III would be responsible for budget formulation, control, and analysis to ensure grant requirements are met, as well as provide direction to day-to-day administrative problems. There are approximately 175 FTEs across the FMCH suite of programs. Each of the major programs (WIC, CCS, MCH) are distinct from one another and each with their own unique fiscal and administrative requirements.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, there will not be sufficient management staff properly allocated to FMCH and this will negatively affect program activities.

ATTACHMENTS

P300 No. 25826 HSD

POSITION ADJUSTMENT REQUEST

NO. 25826
DATE 10/28/2021

Department Health Services Department No./ Budget Unit No. 0450 Org No. 5826 Agency No. 18
Action Requested: Add one (1) Director of Family, Maternal and Child Health full-time position (40/40) (VCFA) at salary plan and grade ZA5-1912 (\$8,997.44 - \$10,936.45), and one (1) Administrative Services Assistant III (APTA) full-time (40/40) position at salary plan and grade ZB5-1631 (\$6,812.18 - \$8,280.26) in the Health Services Department.

Proposed Effective Date: 11/17/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$386,462.91 Net County Cost \$0.00
Total this FY \$257,641.94 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Larita Clow

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

11/2/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 16, 2021

Subject: Add a Web Producer (LBTF) position and cancel an Administrative Aid (Deep Class) (AP7A) position in the Employment and Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25823 to add one (1) Web Producer (LBTF) (represented) position at Salary Plan and Grade ZB5 1543 (\$6,243.75 - \$7,589.31) and cancel one (1) Administrative Aide (Deep Class) (AP7A) (unrepresented) vacant position # 61121 at Salary Plan and Grade B85 0972 (\$3,548.76 - \$5,505.29) in the Administrative Services Bureau of the Employment and Human Services Department (EHSD).

FISCAL IMPACT:

Upon approval of this action, the total cost adjustment of salary and benefits will increase by \$29,043 this fiscal year. There will be a decrease in pension cost by \$12,187. The Net County Cost (NCC) will increase by \$1,742 for seven months remaining of this fiscal year. Both positions are Administrative Services Bureau positions with funding sources/ratios of 60% Federal; 34% State; and 6% County.

BACKGROUND:

Employment and Human Services Department (EHSD) is the second largest department in Contra Costa County. The Department has increasing requirements related to its digital presence as a critical way for enhancing EHSD’s ability to serve community members and employees.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Reni Radeva (925) 6008-5036;
rradeva@ehsd.cccounty.us

By: , Deputy

cc: Sylvia Wong Tam, Reni Radeva

BACKGROUND: (CONT'D)

The Department is in great need of a position which will be responsible for the content development, implementation, and management of its public website and private intranets, so as to also ensure that the design, content and functionality of these online communication platforms meet departmental objectives. The Community Relations/Media Unit, which is responsible for overseeing the website, intranet and social media communications, cannot accommodate the changing workload and demands in this area without the higher-level knowledge and skill set in its current classifications and structure. The Unit and the Department's Leadership have carefully evaluated EHSD's needs and have determined that it is necessary to add a position that brings knowledge and skill set that include: content creation; writing; website and intranet site design, development, production and administration; social media strategizing; knowledge of web platforms, web technologies, software programs, graphic design concepts, website training tools, adaptive technologies for people with disabilities, and current best practices for digital communications. The County-wide classification Web Producer incorporates all these needed knowledge and skills. Therefore, the Department is requesting to add a full time Web Producer position to bolster the unit's focus on digital communications via the website, intranet and social media. The Web Producer classification will enable appropriate distribution of the Community Relations/Media Unit's work, and ensures meeting the range of the Department's demands related to internal and external audience outreach.

By adding a Web Producer, EHSD will cancel an Administrative Aide (Deep Class) position (#16328) located in the Community Relations/Media Unit that has been vacant since August 2019. Several recruitments did not yield the skill set needed for the job functions, specifically related to growing needs in the area of digital communications. Additionally, adding the Web Producer classification/position enables appropriate distribution of the Community Relations/Media unit's work, and ensures meeting the range of the department's demands related to internal and external audience outreach. Therefore, trading the Administrative Aide for a Web Producer classification and equipping the Community Relations/Media Unit with a position that will focus on implementing and managing EHSD's overall digital presence, including website, intranet and social media, in order to meet the departmental internal and external communication objectives is highly advantageous for EHSD.

CONSEQUENCE OF NEGATIVE ACTION:

The Department's digital presence and ability to serve community members and employees efficiently will be ineffective and will not reflect positively on the Department's image in the community.

ATTACHMENTS

AIR#47442 - Budget - Add Web Producer - Cancel Admin Aide

P300 Add Web Producer, Cancel Admin Aide

ASSIST Request - 61121	effective November 2021				
Date:	28-Sep-21				County
Annualization Factor	12	Annualization Factor	12		Cost
Benefit Percentage	61.42%	Benefit Percentage	61.42%		Increase
Pension Percentage	30.15%	Pension Percentage	30.15%		(Decrease)

Budget Unit/Bureau No: 501 5101

TRANSFERRED POSITIONS (New Organization No. 0501)				Currently filled by: VACANT	
		16328 (Old Organization No. 0501)			
		Old Position Number:		16328	
Classification	Web Producer	Classification	Administrative Aide-Deep Class		
Budgeted Monthly Salary	\$ 6,884	Budgeted Monthly Salary	\$ 4,314		
Benefit Amount	\$ 4,228	Benefit Amount	\$ 2,649		
Salary + Benefit	\$ 11,112	Salary + Benefit	\$ 6,963		
Annualized Sal+ Ben Cost	\$ 77,782	Annualized Sal+ Ben Cost	\$ 83,555		
Effective Mo's	7	Current Yr. Effective Mo's	7		
Upcoming Yr. Cost	\$ 77,782	Current Yr. Cost	\$ 48,740		
Federal Percentage	60.00%	Federal Percentage	60.00%		
Federal Cost	\$ 46,669	Federal Cost	\$ 29,244	\$	17,425
State Percentage	34.00%	State Percentage	34.00%		
State Cost	\$ 26,446	State Cost	\$ 16,572	\$	9,874
Other Funding 100%	\$ -	Other Funding 100%			
County Percentage	6.00%	County Percentage	6.00%		
County Cost	\$ 4,667	County Cost	\$ 2,924	\$	1,742
Annual Pension Cost	\$ 23,451	Annual Pension Cost	\$ 25,192	\$	(1,741)

Fiscal Analyst: Chris Dunn

Explanation: Community Relations/Media is requesting to add a full time Web Producer position to bolster the unit's focus on digital communications via the website, intranet and social media. The Web Producer classification enables appropriate distribution of the Community Relations/Media unit's work, and ensures meeting the range of the department's demands related to internal and external audience reach. The Net County Cost for trading position number 16328 (Administrative Aide-Deep Class) to a Web Producer would increase Net County Cost (NCC) by \$1,742 for seven months remaining of this fiscal year. Both positions are Admin positions with funding sources/ratios of 60% Federal; 34% State; 6% County.

Step 1	\$	6,243.75	Step 1	\$	3,548.76
Step 2	\$	6,555.94	Step 2	\$	3,726.20
Step 3	\$	6,883.73	Step 3	\$	3,912.51
Step 4	\$	7,227.92	Step 4	\$	4,108.13
Step 5	\$	7,589.31	Step 5	\$	4,313.54
Step 6			Step 6	\$	4,529.22
Step 7			Step 7	\$	4,755.68
Step 8			Step 8	\$	4,993.46
Step 9			Step 9	\$	5,243.14
Step 10			Step 10	\$	5,505.29
Step 11			Step 11		
Federal		60%	Federal		60%
State		34%	State		34%
State 2011 Realign			State 2011 Realign		
State 91/92 Realign			State 91/92 Realign		
Fed/Health			Fed/Health		
County		6%	County		6%
		<u>100%</u>			<u>100%</u>

ASSIST Request - 48350

Date:	March 25 2019			County
Annualization Factor	12	Annualization Factor	12	Cost
Benefit Percentage	69.98%	Benefit Percentage	69.98%	Increase
Pension Percentage	31.60%	Pension Percentage	31.60%	(Decrease)

Budget Unit/Bureau No: 501 **5315**

Currently filled by: VACANT

TRANSFERRED POSITIONS (New Organization No. 0501)

OLD POSITION (Old Organization No. 0504)

Classification	Secretary - Advanced Level	Classification	Secretary - Journey Level	
Budgeted Monthly Salary	\$ 4,373	Budgeted Monthly Salary	\$ 3,788	
Benefit Amount	\$ 3,060	Benefit Amount	\$ 2,651	
Salary + Benefit	\$ 7,433	Salary + Benefit	\$ 6,584	
Annualized Sal+ Ben Cost	\$ 89,194	Annualized Sal+ Ben Cost	\$ 79,008	
Effective Mo's	12	Current Yr. Effective Mo's	12	
Upcoming Yr. Cost	\$ 89,194	Current Yr. Cost	\$ 79,008	
Federal Percentage	42.00%	Federal Percentage	17.00%	
Federal Cost	\$ 37,462	Federal Cost	\$ 13,431	\$ 24,030
State Percentage	53.00%	State Percentage	78.00%	
State Cost	\$ 47,227	State Cost	\$ 61,626	\$ (14,353)
Other Funding 100%		Other Funding 100%		
County Percentage	5.00%	County Percentage	5.00%	
County Cost	\$ 4,460	County Cost	\$ 3,950	\$ 509
Annual Pension Cost	\$ 28,185	Annual Pension Cost	\$ 24,967	\$ 3,218

Example for Staff

Fiscal Analyst: Jan Nelson

This position needs to be moved from Work Force Services Bureau to the Administrative Support Services Bureau. This position will serve as Secretary to the EHSD CFO and will be funded with 42% Fed, 53% State, and 5% County.

Step 1	\$	4,162.07	Step 1	\$	3,605.00
Step 2	\$	4,266.12	Step 2	\$	3,695.57
Step 3	\$	4,372.77	Step 3	\$	3,787.96
Step 4	\$	4,482.09	Step 4	\$	3,882.66
Step 5	\$	4,594.14	Step 5	\$	3,979.73
Step 6	\$	4,709.00	Step 6	\$	4,079.22
Step 7	\$	4,826.72	Step 7	\$	4,181.20
Step 8			Step 8		
Step 9			Step 9		
Step 10			Step 10		
Step 11			Step 11		
Federal		42%	Federal		17%
State		53%	State		78%
State 2011 Realign			State 2011 Realign		
State 91/92 Realign			State 91/92 Realign		
Fed/Health			Fed/Health		
County		5%	County		5%
		<u>100%</u>			<u>100%</u>

POSITION ADJUSTMENT REQUEST

NO. 25823
DATE 10/29/2021

Department Employment and Human Services
Department No./ Budget Unit No. 0501 Org No. 5101 Agency No. 19

Action Requested: Add one (1) Web Producer (LBTF) (represented position) and Cancel one (1) Administrative Aide (Deep Class) (AP7A) vacant position # 61121 (unrepresented) in the Administrative Services Bureau of the Employment and Human Services Department (EHSD).

Proposed Effective Date: 11/17/2021

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$49,789.00 Net County Cost \$2,987.34
Total this FY \$29,042.00 N.C.C. this FY \$1,742.52

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 60% Federal, 34% State, 6% County.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dennis Bozanich

11/1/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/3/2021

Add one (1) Web Producer (LBTF) position and cancel one (1) Administrative Aide (Deep Class) (AP7A) vacant position # 61121 in the Administrative Services Bureau of the Employment and Human Services Department (EHSD).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [X] Day following Board Action.
[] (Date)

Rebecca Martinez

11/3/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11-10-2021

[X] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other: _____

David J. Twa

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

David J. Twa, Clerk of the Board of Supervisors and County Administrator

Adjustment is APPROVED [] DISAPPROVED []

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/3/2021

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: November 16, 2021

Subject: Add Eighteen (18) Firefighter-Paramedic Positions in the Contra Costa County Fire Protection District

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25832 adding eighteen (18) Firefighter-Paramedic 40 Hour (RPWE) (represented) positions at Salary Plan and Grade 4N5 1691 (\$7,977.44 - \$10,690.53) in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

The anticipated cost of adding 18 Firefighter-Paramedic positions during the current fiscal year is approximately \$783,900, of which approximately \$245,140 is attributed to retirement costs. Adding entry level positions allows the District to conduct an academy. However, prior to reopening a fire station and adding a crew in East Contra Costa (see Background), the District will need to reorganize these positions into six firefighters, six fire engineers, and six fire captains. The source of funding for academy positions is the Contra Costa County Fire Protection District General Operating Fund. The District will continue to monitor the District Operating Fund budget and will return to the Board of Directors if additional appropriations are needed.

When the new fiscal year (FY 2022-23) commences, staffing for the new fire companies will be funded by revenue from the District. At that time, there should be sufficient revenue from the former East Contra Costa County Fire Protection District.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Elizabeth Loud,
925-941-1303

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia WongTam

FISCAL IMPACT: (CONT'D)

Additionally, the District has its final tax intercept for 2005 Pension Obligation Bonds (POBs) in the current FY. Paying off the POBs will significantly reduce annual expenditures.

BACKGROUND:

The Governing Boards of the Contra Costa County Fire Protection District (District) and the East Contra Costa County Fire Protection District have approved the annexation of the latter agency into the District. An application has been submitted to the Contra Costa Local Agency Formation Commission (LAFCO).

Prior to annexation discussions, the District intended to reopen Fire Station 4 in Walnut Creek on or around July 2022. With the annexation on the horizon, the District has agreed to add another fire crew in Brentwood around the same time. It is projected that East Contra Costa will be annexed into the District prior to, but no later than July 2022.

To be able to staff these additional resources, the District will need to have fully trained and operational new hires in place. That requires 18 new positions. In the near term, the positions will be used to staff a new academy in spring 2022. Upon successful completion of the academy, the positions will be placed into field operations. In addition to adding new fire companies, the positions will help offset vacancies created due to March 2022 retirements and due to staff being detailed into special assignments.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have enough positions to fill Academy 57, therefore be unable to staff Fire Station 4 in Walnut Creek and add an additional crew in Brentwood.

ATTACHMENTS

Union Notification

P300 25832

**CONTRA
COSTA
COUNTY**



**Human Resources
Department**

Human Resources Department
1025 Escobar Street 2nd Floor
Martinez, CA 94553
FAX: (925) 335-1797

Date: _____

To: _____

From: _____

Subject: Union Notification

Please be advised that the Human Resources Department intends to:

NOTES:

If you have any questions or require additional information, please contact your designated Labor Analyst by the date specified. Absent such notice, the Human Resources Department will consider this matter finalized.

POSITION ADJUSTMENT REQUEST

NO. 25832
DATE 11/2/2021

Department CCC Fire Protection District Department No./
Budget Unit No. 7300 Org No. 7300 Agency No. 70
Action Requested: Adopt Position Adjustment Resolution No. 25832 to ADD eighteen (18) Firefighter-Paramedic 40 Hour (RPWE) (represented) positions at salary plan and grade 4N5 1691 (\$7,977.44 - \$10,690.53) in the Contra Costa County Fire Protection District.

Proposed Effective Date: 11/17/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$3,739,000.00 Net County Cost \$0.00
Total this FY \$783,900.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Special District General Operating Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jackie Lorrekovich

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

SS for Paul Reyes

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Adopt Position Adjustment Resolution No. 25832 adding eighteen (18) Firefighter-Paramedic 40 Hour (RPWE) (represented) positions at salary plan and grade 4N5 1691 (\$7,977.44 - \$10,690.53) in the Contra Costa County Fire Protection District.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Alexandra Austin

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Add one (1) Information Systems Programmer/Analyst III (LPTB) in the Department of Conservation and Development

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25836 to add one (1) Information Systems Programmer/Analyst III (LPTB) (represented) position at Salary Plan and Grade ZA5 1694 (\$7,250.65 - \$8,813,21) in the Department of Conservation and Development (DCD).

FISCAL IMPACT:

The total cost of adding this position is approximately \$148,758,49. Of this amount \$29,000 is in pension costs. This position will be funded 100% by the Land Development Fund. No General Fund impact.

BACKGROUND:

The Information Technology team within the Department of Conservation and Development provides support to the Department's internal and external customers and infrastructure. The Information Systems Programmer Analyst III will provide lead direction and guidance on projects with programming and scripts in Accela Automation, the Department's building/planning/code enforcement application tracking and billing system. The Department does not currently have the resources needed to complete needed technology projects in a timely and efficient manner. An additional staff person with the necessary knowledge and experience will help to ensure that projects will be carried out effectively and will improve the function and efficiency of the Department's new virtual approach to submission and review of permit applications.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Arnai Maxey,
925-655-2787

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to obtain Board Approval will result in the Department of Conservation and Development having insufficient Information Technology staff to effectively support and provide technological capability for the department.

ATTACHMENTS

P300 25836 Add 1 Info Sys Prog and Analyst III to DCD_11-16-21

POSITION ADJUSTMENT REQUEST

NO. 25836
DATE 11/04/2021

Department Conservation & Development Department No./
Budget Unit No. 0280 Org No. 2653 Agency No. 38
Action Requested: Add one (1) full-time Information Systems Programmer/Analyst III (LPTB) (represented) position in the Conservation & Development Department.

Proposed Effective Date: 11/15/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$148,758.49 Net County Cost \$0.00
Total this FY \$86,775.78 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Development Fees

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Add one (1) full-time Information Systems Programmer/Analyst III (LPTB) (represented) at Salary Plan and Grade ZA5 1694 (\$7,250.65 - \$8,813,21) position in the Conservation & Development Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

____ (Date)

Carol Berger

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/10/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: November 16, 2021

Subject: Positions for Assembly Bill 145 Resentencing Pilot Program

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25831 to add one (1) Deputy District Attorney - Basic (2KTF) (represented) position at Salary Plan and Grade MA2 2062 (\$12,042.69 - \$14,672.84) and one (1) Legal Assistant (2Y7B) (represented) position at Salary Plan and Grade ZB5 1337 (\$5,091.70 - \$6,189.00) in the District Attorney's Office, and and one (1) Deputy Public Defender - Fixed Term (25WB) (represented) position at Salary Plan and Grade JDX 2197 (\$8,685.05 - \$9,336.55) in the Public Defender's Office for the County Resentencing Pilot Program.

FISCAL IMPACT:

The fiscal impact of this action is \$500,080 annually; \$350,000 in the District Attorney's Office and \$150,080 in the Public Defender's Office. It will be completely funded by the State's Re-sentencing Pilot Program.

BACKGROUND:

In accordance with Assembly Bill 128, The Contra Costa County District Attorney and Public Defender's Offices will cumulatively receive \$2,050,000 for its participation in the 3-year California County Resentencing Pilot Program (CCRPP). The CCRPP is a collaborative

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jason Chan,
925-957-2234

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

approach to further prosecutor initiated resentencing efforts for those incarcerated in California's state prisons. The County Resentencing Program requirements are set forth in Penal Code section 1170.01, which was added by Assembly Bill 145.

Funding appropriated through the State of California Board of State and Community Corrections will ensure that public defenders, district attorneys, and community-based organizations are able to work together to safely release people serving unjust and excessive prison sentences, and to assist them with reentering the community. The District Attorney will exercise its discretion under PC 1170(d)(1), and evaluate the collaborative approach to conducting Prosecutor-Initiated Resentencing. They will add one (1) Deputy District Attorney-Basic and one (1) Legal Assistant to perform these new functions. The Public Defender's Office will ensure the representation and support of incarcerated persons under consideration for resentencing, and provide input to reentry and release plans to the District Attorney's Office. They will add one (1) Deputy Public Defender-Fixed Term and temporarily employ a Law Clerk III to perform the duties related to these functions. The community-based organizations will help individuals re-enter the community with support services.

The District Attorney's Office will receive a majority of the funding, \$1,050,000 in total to fund the office's participation in the pilot. The Public Defender's Office will receive \$750,000, and a local community-based organization will receive \$250,000 over the course of the program.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the County will not be able to participate in the County Resentencing Pilot Program.

ATTACHMENTS

P300 Attachment

P300 25831

CONTRA COSTA COUNTY
POSITIONS TO BE **ADDED**

EFFECTIVE: November 16, 2021 **ADD POSITIONS**

DEPARTMENT: District Attorney (0242)

<u>Position #</u>	<u>Class</u>	<u>Class Code</u>	<u>Org #</u>	<u>From FT/PT</u>	<u>To FT/PT</u>	<u>Vacant/ Filled</u>
NEW	Deputy District Attorney - Basic	2KTF	2805	0	40/40	NEW
NEW	Legal Assistant	2Y7B	2805	0	40/40	NEW

DEPARTMENT: Public Defender (0243)

<u>Position #</u>	<u>Class</u>	<u>Class Code</u>	<u>Org #</u>	<u>From FT/PT</u>	<u>To FT/PT</u>	<u>Vacant/ Filled</u>
NEW	Deputy Public Defender - Fixed Term	25WB	2909	0	40/40	NEW

POSITION ADJUSTMENT REQUEST

NO. 25831
DATE 11/2/2021

Department District Attorney and Public Defender Department No./
Budget Unit No. n/a Org No. n/a Agency No. n/a

Action Requested: ADOPT Position Adjustment Resolution No. 25831 authorizing the addition of positions (as specified in the attached) in the District Attorney's Office, and the Public Defender's Office for the provision of the County Resentencing Pilot Program.

Proposed Effective Date: 11/16/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: 0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$500,080.00 Net County Cost \$0.00
Total this FY \$366,707.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% State - AB128

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jason Chan

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

SS for Paul Reyes

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

ADOPT Position Adjustment Resolution No. 25831 to add one (1) Deputy District Attorney - Basic (2KTF) and one (1) Legal Assistant (2Y7B) in the District Attorney's Office and one (1) Deputy Public Defender - Fixed Term (25WB) in the Public Defender's Office for the County Resentencing Pilot Program (100% State).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Carol Berger

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/10/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: November 16, 2021

Subject: Add one District Attorney Senior Inspector Position in the District Attorney's Office

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25830 to add one (1) full-time District Attorney Senior Inspector (6KVA) position at Salary Plan and Grade XJX 1970 (\$8,883 - \$12,298) in the District Attorney's Office.

FISCAL IMPACT:

This action has a fiscal impact of approximately \$225,000. It will be entirely offset by a California Department of Insurance grant.

BACKGROUND:

The State Legislature has determined one of the significant factors driving up the cost of workers compensation insurance is fraud. While fraud is recognized as a growing problem across the country, California is an area of concerted criminal activity. The cost of insurance in California is a result of this, in addition to the high cost of doing business. Senate Bill 1218 (Presley) was enacted to provide resources for enforcement of current laws. The District Attorney's Office applies for and receives the Workers' Compensation Insurance Fraud Prosecution Program grant annually from the California Department of Insurance, for the investigation and prosecution of workers' compensation fraud cases.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jason Chan,
925-957-2234

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

This grant has historically funded a temporary inspector position. However, a dedicated full time Senior Inspector is needed to successfully fulfill the purpose of the grant. This specific assignment has a high learning curve, and there are many complex long term investigations requiring retention of organizational memory.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the District Attorney's Office will be unable to provide the necessary staff to expand the County's investigation and prosecution of workers' compensation fraud cases.

ATTACHMENTS

P300 25830

POSITION ADJUSTMENT REQUEST

NO. 25830
DATE 11/3/2021

Department District Attorney Department No./
Budget Unit No. 0242 Org No. 2848 Agency No. 42
Action Requested: ADOPT Position Adjustment Resolution No. 25830 to adjust the positions within the District Attorneys Office to add one (1) full-time District Attorney Senior Inspector (6KVA) position.

Proposed Effective Date: 11/16/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$225,000.00 Net County Cost \$0.00
Total this FY \$225,000.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT State/CDI

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jason Chan

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

SS for Paul Reyes

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Add one (1) full-time District Attorney Senior Inspector (6KVA) position at salary plan and grade XJX 1970 (\$8,883 - \$12,298) in the District Attorney's Office

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Amanda Monson

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/10/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Add Two (2) Building Plan Checker 1 positions in the Department of Conservation and Development

RECOMMENDATION(S):

ADOPT Position Resolution No. 25833 to add two (2) Building Plan Checker I (FRWA) (represented) positions at a Salary Plan and Grade TB5 1208 (\$4,481 - \$5,447) in the Department of Conservation and Development.

FISCAL IMPACT:

The cost of adding these two positions is approximately \$187,974 of which \$37,248 are pension costs. These positions are funded 100% by Land Development fees. No general fund impact.

BACKGROUND:

Building Plan Checkers in the Department of Conservation and Development provide customer service and issue building permits for thousands of construction projects throughout Contra Costa County every year. Currently, the volume of new building permit applications received by DCD and new building permits issued by the Department are at their highest levels in over a decade. The land use process in California is complex, even for construction industry professionals. Building Plan Checkers are crucial to assisting permit applicants – from home-owners to large commercial property developers – successfully navigate the building permitting process. The proposed Building Plan Checker I positions will provide customer service to building permit applicants that will enable the County to be more responsive to the needs of the public and increase the speed of processing building permit applications.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Arnai Maxey,
925-655-2787

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to add two positions will limit the Department of Conservation and Development's ability to process building and planning applications efficiently and timely.

ATTACHMENTS

AIR 47492_P300 25833 Add 2 Building Plan Checkers tp DCD_11-16-21

POSITION ADJUSTMENT REQUEST

NO. 25833
DATE 11/3/2021

Department Conservation & Development Department No./
Budget Unit No. 0280 Org No. 2682 Agency No. 38
Action Requested: Add two (2) full-time Building Plan Checker I (FRWA) (represented) positions at salary plan and grade TB5 1208 (\$4,481.176 - \$5,446.895) in the Conservation & Development Department.

Proposed Effective Date: 11/15/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$93,987.00 Net County Cost \$0.00
Total this FY \$54,825.75 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Development Fees

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Add two (2) full-time Building Plan Checker I (FRWA) (represented) positions at salary plan and grade TB5 1208 (\$4,481.176 - \$5,446.895) in the Conservation & Development Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Amanda Monson

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/8/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
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 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

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9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Add Two (2) Structural Engineer positions in the Department of Conservation and Development

RECOMMENDATION(S):

ADOPT Position Resolution No. 25834 to add two (2) Structural Engineer (NCSA) (represented) positions at Salary Plan and Grade ZB5 1813 (\$8,157 - \$9,915) in the Department of Conservation and Development.

FISCAL IMPACT:

The total cost of adding these positions is approximately \$338,560 of which \$62,000 are pension costs. These positions will be funded 100% by the Land Development Fund. No General Fund impact.

BACKGROUND:

DCD is issuing building permits at its highest rate in over 10 years. Furthermore, several large construction projects within the Department’s service area are in development and expected to seek building permits in the coming months. These include large projects at oil refineries, multifamily housing developments, and significant County facilities projects such as the demolition and replacement of the former County Administration Building. Structural engineers play a central role in protecting public safety by ensuring construction projects are designed in compliance with building code requirements. With continued strong demand for building plan check services, the proposed structural engineer positions are necessary to maintain work flow and process building permit applications in a reasonable timeframe.

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Arnai Maxey,
925-655-2787

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to add these positions will limit the ability of the Department of Conservation and Development to efficiently and responsively process building and planning applications.

ATTACHMENTS

P300 25834 Add 2 Structural Engineers to DCD 11-16-21

POSITION ADJUSTMENT REQUEST

NO. 25834
DATE 11/04/2021

Department Conservation & Development Department No./
Budget Unit No. 0280 Org No. 2682 Agency No. 38
Action Requested: Add two (2) full-time Structural Engineer (NCSA) (represented) position in the Conservation & Development Department.

Proposed Effective Date: 11/15/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$338,560.00 Net County Cost \$0.00
Total this FY \$119,749.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Development Fees

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

11/8/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/8/2021

Add two (2) full-time Structural Engineer (NCSA) (represented) position Salary Plan and Grade ZB5 1813 (\$8,157 - \$9,915) in the Conservation & Development Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Carol Berger

11/8/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/10/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/10/2021

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
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6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
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7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

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9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE
Date: November 16, 2021

Subject: Proposed Caltrans Sustainable Communities Planning Grant applications (various)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept an amount not to exceed \$315,500 from the Fiscal Year 2022-23 Caltrans Sustainable Communities Planning Grant program for two proposed projects: the Parr Boulevard Complete Streets Project (North Richmond), and the Tara Hills Drive Complete Streets Project (Tara Hills).

FISCAL IMPACT:

None to the General Fund. Match funding of 12.38% (\$18,352 for the Parr Boulevard grant and \$26,200 for the Tara Hills Drive grant) will be an in-kind contribution of staff time. Staff time for recommended activities are covered under existing budgets (50% Road Fund and 50% Measure J Fund).

BACKGROUND:

On September 07, 2021, Caltrans released final grant guidelines and a call for projects for the Caltrans Sustainable Communities Planning Grant Program. These planning grants will provide funding to encourage local and regional planning activities that further state goals, including, but not limited to, the goals and best practices cited in the Regional Transportation Plan Guidelines adopted by the California Transportation Commission. This cycle is expected to include approximately \$34 million in Senate Bill ("SB") 1 statewide competitive funding. The maximum grant award is \$700,000 and an 11.47% match is required (cash or in-kind contribution). Applications were due October 27, 2021, 5:00 p.m.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jamar Stamps, (925)
655-2917

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Department of Conservation and Development and Public Works Department staff developed an initial list of candidate projects that was narrowed down to two based on their perceived success relative to the grant program objectives and previously awarded projects. Staff also considered the complexity of these applications and relatively short turnaround time (applications due by October 27) and determined it was best to focus on preparing the most eligible and ready candidate projects. Summaries of the candidate projects are provided below.

1. Parr Boulevard Complete Street Project – Richmond Parkway to Union Pacific Railroad (North Richmond)

This project proposes to widen Parr Boulevard from Richmond Parkway to the Union Pacific Railroad crossing (approximately 0.96-mile study segment) and provide Complete Street improvements. (Complete Streets are streets designed and operated to enable safe use and support mobility for all users). This project could also potentially tie into a Complete Streets effort currently underway on Giant Road in the City of San Pablo.

2. Tara Hills Drive Complete Streets Project (Tara Hills)

This project proposes to install bicycle and pedestrian improvements along Tara Hills Drive from San Pablo Avenue to the end of Tara Hills Drive and Cornelius Drive (approximately 0.67-mile study segment) to the City of Pinole.

CONSEQUENCE OF NEGATIVE ACTION:

County staff will not apply for the Fiscal Year 2022-23 cycle of Caltrans Sustainable Transportation Planning Grant program.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 16, 2021

Subject: Transfer of K-9 Service Dog Argo

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff's Sergeant Scott Plilrer to pay the County \$1.00 for retired Sheriff's Service Dog "Argo" on November 17, 2021.

FISCAL IMPACT:

None

BACKGROUND:

On December 18, 2007, the Board of Supervisors approved Board Resolution No. 2007/172, which authorized the transfer of ownership of retired police canine (K-9) service dogs to their respective handlers for minimal (\$1.00) consideration. Police dogs typically reach the end of their useful service lives around the age of 8 years. Although the approximate costs of purchasing a police dog (\$11,000) and training it (\$8,000) are substantial, the service received from these dogs is well worth the expenditure. However, upon their retirement from service, the dogs cease being a financial "asset" and instead become a continuous expense. By transferring ownership of the dog to its handler, all ongoing expenses are absorbed by the handler in exchange for his/her dog's companionship in the sunset years of the dog's life.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Chrystine Robbins,
925-655-0008

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On rare occasions, the K-9 handler is unable to accept ownership of his/her retired service dog. In these situations the Sheriff's Office seeks authorization to transfer ownership of retired K-9s to private citizens whom the Office of the Sheriff has determined to be suitable to accept the dog. In exchange for a minimal (\$1.00) consideration for the transfer of ownership, the new owner will assume all costs – food, shelter, veterinary, licensing, and liability – for the dog.

CONSEQUENCE OF NEGATIVE ACTION:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 16, 2021

Subject: Transfer of K-9 Service Dog Rony

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff's Sergeant Jeff Kellogg to pay the County \$1.00 for retired Sheriff's Service Dog "Rony" on November 17, 2021.

FISCAL IMPACT:

None

BACKGROUND:

On December 18, 2007, the Board of Supervisors approved Board Resolution No. 2007/172, which authorized the transfer of ownership of retired police canine (K-9) service dogs to their respective handlers for minimal (\$1.00) consideration. Police dogs typically reach the end of their useful service lives around the age of 8 years. Although the approximate costs of purchasing a police dog (\$11,000) and training it (\$8,000) are substantial, the service received from these dogs is well worth the expenditure. However, upon their retirement from service, the dogs cease being a financial "asset" and instead become a continuous expense. By transferring ownership of the dog to its handler, all ongoing expenses are absorbed by the handler in exchange for his/her dog's companionship in the sunset years of the dog's life.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Chrystine Robbins,
925-655-0008

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On rare occasions, the K-9 handler is unable to accept ownership of his/her retired service dog. In these situations the Sheriff's Office seeks authorization to transfer ownership of retired K-9s to private citizens whom the Office of the Sheriff has determined to be suitable to accept the dog. In exchange for a minimal (\$1.00) consideration for the transfer of ownership, the new owner will assume all costs – food, shelter, veterinary, licensing, and liability – for the dog.

CONSEQUENCE OF NEGATIVE ACTION:



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: November 16, 2021

Subject: Google Cloud Master Agreement

RECOMMENDATION(S):

Acting as the Governing Board of the Contra Costa County Fire Protection District, (1) APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order with Carahsoft Technology Corp in an amount not to exceed \$45,000, and (2) APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Google Cloud Platform Customer Business Agreement with Carahsoft Technology Corp, including modified indemnity, in an amount not to exceed \$45,000, for Google cloud platform services for the period November 16, 2021, through April 10, 2024.

FISCAL IMPACT:

100% Budgeted; Special District Revenue (General Operating Fund)

BACKGROUND:

On April 20, 2021, the Board of Supervisors, acting as the Governing Board of the Contra Costa County Fire Protection District approved the purchase of Google Workspace for e-mail and other hosted services. After implementing Google Workspace, the Contra Costa County Fire Protection District (District) discerned the need to enter into a Google Master Cloud Agreement (Agreement) so that District information technology staff could review and monitor administrative logs

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jeff Peter, Assistant Chief,
925-941-3300

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for the Google Workspace. Additionally, the Agreement requires the District to indemnify Google and Carahsoft against any third-party legal proceeding to the extent arising from (a) any District indemnified materials or (b) District's or an end user's use of the services in breach of the Acceptable Use Policy or the Use Restrictions.



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: November 16, 2021

Subject: Agreement with Coveware

RECOMMENDATION(S):

RATIFY the Director of Risk Management's execution of a contract with Coveware, Inc., for the period October 31, 2021 through November 30, 2021 for cyber-security services in an amount not to exceed \$6,700.

FISCAL IMPACT:

Costs are paid through the County's ISF Public Liability Program.

BACKGROUND:

On October 29, 2021 a cyber-security incident was discovered involving an application in the Treasurer/Tax-Collector Office. The application, Electronic Deposit Processing (EDP), is a critical component of the County's finance system. The County's Cyber insurance carrier was contacted and the carrier recommended entering into the agreement with Coveware.

Under the terms of the agreement, Coveware will assist with security due diligence. The agreement includes mutual indemnification provisions and limits Coveware's liability to the County for damages under the agreement.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Karen Caoile
335-1400

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to ratify the agreement could slow the expeditious assessment of cyber-security for the EDP system, a critical component of the County's finance system, to safely resume operations.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: CONTRACT WITH TYLER TECHNOLOGIES, INC., FOR A VENDOR-HOSTED PROBATION CASE
MANAGEMENT SYSTEM

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Tyler Technologies, Inc. (Tyler), in an amount not to exceed \$2,680,000 to provide subscription software licensing, system configuration, maintenance and support of a vendor-hosted case management system for the Probation Department for the period December 1, 2021 through November 30, 2026 and AUTHORIZE the County Administrator to execute subsequent amendments in a total amount not to exceed \$200,000.

FISCAL IMPACT:

The contract cost will be funded through appropriations from the CAO's Law & Justice Systems project budget and the Probation Department budget. The contract cost comprises Software as a Service (SaaS) fees of \$1,779,020, configuration and customization fees of \$541,785, electronic monitoring and related fees of \$335,500, and hardware and sales tax costs of \$23,702.

The contract also provides the County an opportunity to renew services beyond the initial contract term for up to five additional years at an increase of no more than four percent (4%) per annum.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Julie DiMaggio Enea
925.655-2056

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: LJIS Business Systems Manager, County Probation Officer

FISCAL IMPACT: (CONT'D)

In addition to the contract cost, the project will also incur internal County costs for wide area network services provided by the Department of Information Technology, which will be charged to the Probation Department operating budget.

BACKGROUND:

The legacy Law and Justice Information System (LJIS) for the Contra Costa County Law & Justice Partners (Probation, District Attorney, and Public Defender) and the Superior Court was an integrated system developed in the 1980s. This system was a 'green screen' mainframe system that allowed for the sharing of data among the Justice Partners and the Superior Court. The Sheriff's Department and other local agencies also query this system for information. The LJIS has served the County incredibly well for 35 years but has long been considered obsolete. The employees with the institutional knowledge and technical know-how to maintain the archaic mainframe system have retired and the requisite technical skill sets are difficult to attract into public service and take many years to develop. Consequently, it is imperative to migrate all justice mainframe systems to modern platforms. Since 2014, the County has been gradually converting to modern, cloud-based systems in a manageable sequence beginning with District Attorney-Adult Division, the Countywide Warrant System, the Public Defender's office, to be followed by Probation and District Attorney-Juvenile Division. However, in light of the Court's in-progress migration to an independent criminal case management system to be completed in spring 2022, the County must take all necessary action to expedite the modernization of its remaining justice systems.

The County has migrated the District Attorney Adult and Public Defender case management systems to Karpel Solutions products (Prosecutor and Defender by Karpel) and is proposing to move Probation to Tyler Supervision, to most effectively integrate with the Superior Court's new Tyler Odyssey criminal case management system. Tyler Technologies (Tyler) recently acquired CaseloadPRO, which is a full-featured probation case management and juvenile institutions system, and renamed it to Tyler Supervision. Tyler Supervision offers several key integrations that will expand the capacity of the Probation Department to serve its clients and provide for safe communities. Tyler Supervision integrates many functions currently performed independently by Probation. Drug testing requests and results are delivered automatically from within the system. Electronic monitoring interfaces are built directly into this system capturing the needed information in Tyler Supervision rather than using a third-party system and re-entering information in a Case Management System. Tyler Supervision allows officers to text offenders, set up appointments and send appointment and hearing date reminders from within this system -- features not available within our legacy system. Officers will also be able to initiate a risk and needs assessment and use that assessment to create case plans to address offender needs, all within the Tyler Supervision system. Finally, Tyler Supervision provides an enhanced ability to capture data regarding registrants (sex offenders, arson offenders, etc.), as well as for transient offenders.

Tyler indicates, as part of an evergreen service policy, that all State mandated data points will be added at no cost to its clients. Additionally, this service policy allows all System users to have access to any functionality purchased by other counties. This evergreen service policy then creates the added benefit of allowing for multiple counties to pool their resources to add functionality and provide new/additional capabilities via the SaaS (Software as a Service) delivery model.

Tyler Supervision meets stringent California Department of Justice Criminal Justice Information System (CJIS) requirements, as well as the County's security requirements and best business practices. Many of the enhancements will provide benefit not only to the County's Probation Department, but to our local partner law enforcement agencies as well through more complete and accessible offender information. The Probation Department believes this system will be an effective and efficient tool that will serve the Department, the Criminal Justice System and the citizens of Contra Costa County well for the foreseeable

future.

Under the contract, Tyler's liability is limited to the amounts paid by County during the initial five year term, and to the amounts paid during the five year renewal term of the contract (if County elects the renewal term). The foregoing limitations of liability do not apply to Tyler's obligation to indemnify the County for third party claims for personal injury, death, intellectual property infringement, or a breach of personal information in the Tyler-hosted case management system. The contract obligates Tyler to maintain at least \$5,000,000 of cyber-liability insurance during the term of the contract.

CONSEQUENCE OF NEGATIVE ACTION:

Disapproval of the recommendation will continue the *status quo* mainframe case management system, which is costly to maintain and of high risk of failure due to system obsolescence and lack of technical know-how to support the system; and will, at some point in the near future, not be compatible with the Superior Court's new criminal court management system.



Contra
Costa
County

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: November 16, 2021

Subject: Contract Amendment/Extension with Universal Protection Services, LP: DBA Allied Universal Security Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract amendment with Universal Protection Services, LP: (dba Allied Universal Security Services), effective July 1, 2021, to extend the term from November 30, 2021 to June 30, 2022, and increase the payment limit by \$176,000 to a new payment limit of \$361,300, to provide security services at the Walnut Creek Library, the Concord Library and the San Pablo Library.

FISCAL IMPACT:

100% Library Fund

BACKGROUND:

The Contra Costa County Library currently has a contract with Universal Protection Services, LP: DBA Allied Universal Security Services to provide security services at the Walnut Creek Library, Concord Library, and the San Pablo Library. This contract amendment will increase the total contract dollar amount to \$361,300, update the open hours for each location, and extend the contract end date from November 30, 2021 to June 30, 2022. Contract total dollar amounts exceeding \$200,000 require Board of Supervisors approval

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Walt Beveridge
925-608-7730

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On June 22, 2021, the County Board of Supervisors approved changes, effective July 1, 2021, to the open hours at several library locations, including the Walnut Creek Library, the Concord Library, and the San Pablo Library. The security services provided by the contractor are structured around the open hours at these libraries. To accommodate the change in library open hours, the contract amendment updates the open hours for each location and the scheduled security services.

The Walnut Creek Library is a two-story, 42,000 square foot facility located in downtown Walnut Creek, adjacent to Civic Park. It is a very well-used library that is open to the public 6 days each week. On average, 140 people visit the library each hour it is open.

Walnut Creek Library patrons come from a broad cross section of community members. The Trinity Center, a non-residential program serving people who are homeless in Central Contra Costa County, is located four blocks from the Library. Many of the people served by the Trinity Center are regular library users. In addition to welcoming persons who are homeless into the library, staff provides services each day to patrons who exhibit behaviors consistent with mental illness and/or substance abuse.

Built in 1959, the Concord Library is one of the busiest branches in Contra Costa County. This is the only branch in the City of Concord which has a population of 129,273 (2021). Taking great pride in serving the community, the Library has a helpful staff and is housed in a one-story building that spans 12,500 square feet. The Concord Library is located in downtown Concord, right next to Concord's City Hall and Civic Center. It is a very well-used library that is open to the public 6 days each week. On a daily basis, the Concord Library sees up to 600 visitors per day. On an average close to 100 people access this library each hour the library is open.

Concord Library patrons come from a broad cross section of community members. The Concord Adult Homeless Shelter, a non-residential program serving people who are homeless in Central Contra Costa County, is located approximately three miles from the Library. There is also a local park one block away where there is a large homeless population, many of whom are regular library users. In addition to welcoming persons who are homeless into the library, staff provides services each day to patrons who exhibit behaviors consistent with mental illness and/or substance abuse.

The San Pablo Library opened in its new 20,000 square foot facility in August 2017. The previous location of 9,000 square feet was located in the shopping center at El Portal and San Pablo Avenues. A security guard was provided by the property manager and patrolled the library and other businesses. The San Pablo Library is open 6 days each week. Since moving to the new location the foot traffic has tripled from an average of 52 visitors per hour to 136 visitors per hour. Similar to Walnut Creek and Concord Library, the San Pablo Library patrons come from a broad cross section of community members. At the new location, staff observed an increase in problem patron reports.

The Library entered into the original security services contract with Allied Universal Security Services to provide onsite security services at Walnut Creek Library in February 2017 and amended the contract in January 2018 to include the Concord Library and the San Pablo Library. Currently, security personnel work with Library staff to inspect and monitor the interior and exterior of the location for problematic behaviors (as defined in the Contra Costa County Library Patron Conduct Policy) that disturb the normal functioning of the location including: loud noises, eating, sexual activity, threatening or dangerous behaviors, illegal activities, vandalism or theft of County materials or equipment, and misuse of county spaces.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Walnut Creek Library, the Concord Library and the San Pablo Library would not obtain security services for the updated branch open hours to the public and would not enhance the patron library experience.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Amendment/Extension #23-698-1 with Citiguard, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #23-698-1 with Citiguard, Inc., a corporation, effective August 1, 2021, to amend Contract #23-689, to increase the payment limit by \$765,000, from \$550,000 to a new payment limit of \$1,315,000, and extend the termination date from November 30, 2021 to April 30, 2022, to continue to provide security guard services to monitor and respond to unauthorized visitors at several COVID-19 testing and immunization sites located in Central, East, and West County, as well as provide emergency supplemental security services at CCRMC and Health Centers in the event that the current supplemental security service provider is unable to provide emergency coverage.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$765,000 and will be funded 100% by Federal American Rescue Plan Act.

BACKGROUND:

These security guard services will respond to unauthorized visitors, prevent theft, vandalism, help to safeguard equipment and property at CCRMC, Health

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Anna Roth,
925-957-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Centers and COVID-19 testing and immunization sites.

On December 15, 2020, the Board of Supervisors approved Contract #23-698 with CitiGuard, Inc., in an amount not to exceed \$550,000 for the provision of security guard services at CCRMC, Contra Costa Health Centers and COVID-19 testing and immunization sites, for the period December 1, 2020 through November 30, 2021.

Approval of Contract Amendment/Extension Agreement #23-698-1 will allow the contractor to continue to provide security guard services to monitor and respond to unauthorized visitors at several COVID-19 testing and immunization sites located in Central, East, and West County, as well as provide emergency supplemental security services at CCRMC and Health Centers in the event that the current supplemental security service provider is unable to provide emergency coverage, through April 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County facilities requiring security guard services will not have access to this contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: APPROVE and AUTHORIZE Amendment No. 1 to the Contract with West Coast Electric Service Company, Inc., a California Corporation, Countywide

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with West Coast Electric Service Company, Inc., effective November 16, 2021, to extend the term from January 31, 2022 through January 31, 2023, to provide electrical testing, maintenance and repair services at various County facilities, with no change to the payment limit of \$2,000,000, Countywide.

FISCAL IMPACT:

There is no fiscal impact to this action as it is to extend the term only. Contract costs are budgeted in the Facilities Maintenance Budget.

BACKGROUND:

Facilities Services is responsible for the electrical maintenance and repair of all County facilities. West Coast Electric Service Company, Inc., provides general electrical, main switchgear testing, infrared testing and maintenance. Facilities has ongoing maintenance, testing and associated repairs scheduled with the contractor over the next year. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Two notable projects are 2101 Loveridge Road in Pittsburg (Motel 6) and the Richmond pump house.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Kevin Lachapelle, (925)
313-7082

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The contract with West Coast Electric Service Company, Inc., is due to expire January 31, 2022. The Public Works Department is requesting authorization to extend this contract to January 31, 2023, to ensure the County has access to the contractor's services, with no change to the payment limit of \$2,000,000.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, electrical services with West Coast Electric Service Company, Inc., will be discontinued.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Contract with Atco Tow, Inc., a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Atco Tow, Inc., in an amount not to exceed \$450,000 to provide on-call vehicle towing services, for the period February 1, 2022 through January 31, 2025, Countywide.

FISCAL IMPACT:

100% Fleet Internal Service Fund.

BACKGROUND:

Public Works Fleet Services maintains all County vehicles. As such, vehicle towing is an important part in getting damaged or broken units from one point to another. The on-call towing contracts can be used for towing County vehicles, vehicle storage and standby towing. They can also be used for roadside assistance services such as jump start and refueling.

The Public Works Department recently conducted a formal solicitation for on-call towing services. The Invitation for Bid was originally bid on Bidsync #2107-499. Atco Tow, Inc., was the sole, responsive and responsible vendor awarded for this contract.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Carlos Velasquez, (925) 313-7072

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The contract will have a limit of \$450,000 and a term of three (3) years with the option of two (2) one-year extensions and will pay for services according to the rates set forth in the contract. Atco Tow, Inc., will be able to request rate increases equal to the rate of increase in the Consumer Price Index for the San Francisco - Oakland area as published by the Bureau of Labor Statistics, plus two percent, on each anniversary of the effective date of this Contract. The contract will be used as needed, with no minimum amount that must be used. Fleet Services is requesting a contract with Atco Tow, Inc., to be approved for a period covering three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, towing services with Atco Tow, Inc., will be discontinued.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: APPROVE and AUTHORIZE the Purchasing Agent, to execute, on behalf of the County, a blanket purchase order & participating addendum with W.W. Grainger

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order and participating addendum with W.W. Grainger, Inc., in an amount not to exceed \$1,000,000 for the purchase of maintenance, repair and operating (MRO) supplies, parts and equipment during the period from November 16, 2021 through December 31, 2022, under the terms of a master contract awarded by the City of Tucson, as recommended by the Public Works Director.

FISCAL IMPACT:

Product costs paid by County Departments. (100% User Departments).

BACKGROUND:

Contra Costa County Purchasing Services is requesting approval of a blanket purchase order to be used by all County Departments for ordering Industrial /MRO supplies, parts and equipment. The supplies and equipment are guaranteed through a master contract awarded by the City of Tucson # 192163 through the OMNIA Purchasing Cooperative Program. Approval of the purchase order and addendum between Contra Costa County and

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- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Cynthia Shehorn,
925-957-2495

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

W.W. Grainger, Inc., allows the County to obtain guaranteed pricing available through the OMNIA Partners contract. The purchase order will support all County departments with tiered rebate incentives, discounts on thousands of products, no minimum purchase requirements and access to FEMA (Federal Emergency Management Agency) supplies and programs. This will allow the County to consolidate purchases, and maximize savings on products acquired from W.W. Grainger, Inc.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the blanket purchase order and addendum, departments would select their own provider and we would not be eligible for volume discounts or rebate incentives, thereby increasing costs by not taking advantage of cooperative purchasing discounts.

ATTACHMENTS

Participating Addendum

Grainger Amendment 1_2019-07-01

Grainger Amendment 6_2021_03_24_incentive-program_and_FEMA

Grainger Amendment 4_2020_10_30

Contract_192163_Final - City of Tucson

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: W.W. Grainger, Inc.

This Agreement is made and entered into as of November 16, 2021 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and W.W. Grainger, Inc., an Illinois corporation, (hereinafter referred to as "Grainger") whose principal place of business is 100 Grainger Parkway, Lake Forest, IL 60045. The County and Grainger are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, Grainger offer maintenance repair and operations supplies, parts, and equipment under Contract #192163, awarded by the City of Tucson, Arizona, as previously amended, ("Master Contract;" the most recent amendment is dated April 20, 2020) and made available to public agencies nationally by OMNIA Public Purchasing Purchasing Alliance ("OMNIA"), after a competitive bid process.

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program 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.

Now therefore, Grainger and the County agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date, and it expires on December 31, 2022. The County and Grainger may agree to amend this Agreement to extend its term by up to two additional years, one year at a time, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the County's Board of Supervisors, its governing body. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, Grainger shall help the County select a replacement cooperative contract to continue to perform under this Agreement until the term of this Agreement, or extension thereof, expires, or until this Agreement is terminated.
2. **Payment Limit.** The County's total payments to Grainger under this Agreement shall not exceed \$2,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. **Changes to Master Contract.** For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:
 - a. **Parties.** Each reference to "City of Tucson," and "City" in the Master Contract is deleted and replaced with "Contra Costa County" and "County," respectively*. Each reference to "Department of Procurement" or "Procurement Department" in the Master Contract is hereby deleted and replaced with "Purchasing Agent.*" * as applicable to a participating member of the cooperative on the Master Contract.
 - b. **Insurance.** Notwithstanding anything to the contrary in the Master Contract, each certificate of insurance that Grainger, or any subcontractor of Grainger, is required to

PARTICIPATING ADDENDUM
for
**Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program**

provide the County shall name "Contra Costa County, its officers, employees, and representatives" as additional insureds.

- c. Affirmative Action. Section 2 (Affirmative Action) of the Standard Terms and Conditions of the Master Contract is hereby deleted.
- d. Applicable Law. Section 4 (Applicable Law) of the Standard Terms and Conditions of the Master Contract is hereby deleted and replaced with new Section 4, to read:
 - "4. Applicable Law. This Contract shall be governed by the laws of the State of California, without regard to conflict of laws principles. Any litigation brought under this Contract shall be filed in a state or federal court in California where venue is proper, and which has jurisdiction over the parties and over the subject matter of the litigation."
- e. Confidentiality of Records. Section 9 (Confidentiality of Records) of the Standard Terms and Conditions of the Master Contract is hereby deleted in its entirety and of no further force or effect.
- f. Federal Immigration Laws and Regulations. In Section 16 (Federal Immigration Laws and Regulations) of the Standard Terms and Conditions of the Master Contract, each reference to an Arizona statute or law is hereby deleted.
- g. Human Relations. Section 19 (Human Relations) of the Standard Terms and Conditions of the Master Contract is hereby deleted.
- h. Israel Boycott Divestments. Section 24 (Israel Boycott Divestments) of the Standard Terms and Conditions of the Master Contract is hereby deleted.
- i. Payments. Notwithstanding anything to the contrary in Section 30 (Payment) of the Standard Terms and Conditions of the Master Contract, the County may make any payments to the Contractor by any lawful method, including but not limited to credit card, procurement card, check, or warrant.
- j. Public Records. The following term is hereby added to the Master Contract, to read:

"Public Records. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to the California Public Records Act (Cal. Gov. Code, § 6250, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). This Contract, and all materials produced for or provided to the County under this Contract, 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 under any other local, state, or federal law or regulation."

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program

Grainger reserves the right to exercise any or all of its rights under the California Public Records Act and any other applicable California law or any other local, state or federal law or regulation to protect its confidential, proprietary or trade secret information from public or third-party disclosure.

4. 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 which has jurisdiction over the parties and the subject matter of the litigation.
5. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and Grainger.
6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
7. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or Grainger may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 9 (Notices).
8. Performance. Grainger affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Grainger shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If the County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.
9. Notices. Notices to the parties shall be provided to:

PARTICIPATING ADDENDUM
for
**Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program**

W.W. Grainger, Inc.

W.W. Grainger, Inc.
Atten: Branch Manager, Tacy Nichols
444 Doolittle Drive
San Leandro, CA 94577-1016
Telephone: (925) 353-8996
Contact: Quazi Mustahid – Sr. Account Manager
Email: Mustahid.Quazi@grainger.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 957-2495
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day if timely deposited with an overnight carrier and with delivery charges prepared to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: W.W. Grainger, Inc.
Signature:	Signature: <i>Brooke Vandekamp</i>
Name: Cynthia Shehorn CPPB	Name: <i>Brooke Vandekamp</i>
Title: Procurement Services Manager	Title: <i>Regional Sales Vice President</i>
	Signature:
	Name:
	Title:

Approved as to form:
 Mary Ann McNett Mason, County Counsel

By: _____
 Deputy County Counsel

Attachment:
 Master Contract

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: June 21, 2019

CONTRACT #192163
CONTRACT AMENDMENT NUMBER: One (1)
PAGE 1 of 1
JM/tg
PRINCIPAL CONTRACT OFFICER: Jenn Myers

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): TERM AND RENEWAL


Paragraph 7 (Term and Renewal) of the Special Terms and Conditions section is hereby replaced with the following:

7. TERM AND RENEWAL: The term of the Contract shall be July 1, 2019 through December 31, 2022, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT


6/27/19
Signature of person authorized to sign Date

Ron Price Sr. GSM
Name and Title (typed or printed legibly)

W.W. Grainger
Company Name

100 Grainger Parkway
Address

Ron.Price@grainger.com
Email Address

Lake Forest IL 60045
City State Zip

Ron Price

Contact information for Sales/Account Representative
for daily business operations:

Ron Price Sr. GSM
Name and Title (typed or printed legibly)

979 224 6794
Phone Number

Ron.Price@grainger.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 27th DAY
OF June, 2019, AT TUCSON, ARIZONA.


as Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 24, 2021

CONTRACT # 192163
CONTRACT AMENDMENT NUMBER: SIX (6)
PAGE 1 of 4
JM
PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPB

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

1. The following document is incorporated into the Master Agreement:
 - a. Attachment 1 – FEMA Special Conditions (13 pages)

2. ITEM ONE (1): OTHER/VALUE ADD

Remove ITEM 5. Other/Value Add and replace with the following:

- a. Describe any government rebate or government incentive programs applicable

1. Grainger Incentive Program

Grainger will offer the following incentives to City of Tucson/OMNIA affiliated Members.

Grainger provides incentives to City of Tucson/OMNIA Members that:

- 1) Affiliate to this contract
- 2) Net purchase of more than \$25,000 annually under the Agreement from Grainger
- 3) Notify Grainger of Member's preference to receive incentive checks utilizing the Incentive Program Form attached hereto.

Grainger Incentives include:

Incentive Growth: Grainger will provide the City of Tucson/OMNIA Members an incentive fee tied to annual incremental purchase growth with Grainger. If the Member increases its net annual spend for Grainger, products and/or services as compared to the Member's previous contract year spend, Grainger will pay the Member a five percent (5%) fee on the incremental growth.

eCommerce Incentive: Grainger will provide the City of Tucson/OMNIA Members that purchase more than a fifty percent (50%) of their products and/or service from Grainger through a Grainger approved ecommerce channel with a two percent (2%) eCommerce Incentive fee paid annually on all Member's eCommerce spend with Grainger for the respective contract year.

Direct Sales Administrative Fee ("DSAF"): Grainger will provide the City of Tucson/OMNIA Members, that purchase more than \$250,000 of Contract product and/or services from Grainger, in a contract year with a DSAF of two percent (2%). The two percent (2%) fee shall be calculated based on a Member's net annual Contract spend with Grainger.

Reporting and Payment: Payment of Fees and Incentives, along with a supporting report, will be issued to the City of Tucson/OMNIA Members within ninety (90) days following the close of the current contract year. Grainger will work with OMNIA Partners on the distribution of these funds.

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 24, 2021

CONTRACT # 192163
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JM
PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPB

Net Annual Spend Defined: Net Annual Spend is calculated for the contract year and is defined as the total invoice price of all contract year purchases from Grainger under the terms of this Master Agreement less:

1. Refunds
 2. Credits on returns
 3. Discounts
 4. The monies paid on any purchases from Grainger Distributor Alliance Program contractual resellers.
2. City of Tucson Enhanced Incentive Program ("Incentive Program"); Grainger offers a three percent (3%) increased discount on each of the defined twenty-one (21) MRO categories in lieu of the above Participating Public Agency Incentives and Fees for Participating Public Agency's who:
- Net purchase of at least \$250,000 in Total Participating Public Agency Purchases during the contract year.
 - Transition to the City of Tucson Enhanced Incentive Program shall be implemented on January 1, 2022 to all qualified affiliated members excluding those whom notified Grainger to continue receiving incentive checks utilizing the Incentive Program Form attached hereto.
 - Participating Public Agency's transition to the Enhanced Incentive Program outside the anniversary of the contract year forgo current year Participating Public Agency incentives upon transition.

Participating Public Agencies who participate in this Incentive Program should complete the Incentive Program Form. See Attachment 2 (2 pages), included in this Amendment, for an example of the Incentive Program Form. Participating Public Agencies who intend to participate in this Incentive Program starting January 1, 2022 and after, will be required to complete the Incentive Program Form.

3. Participating Public Agency's currently participating in any other Incentive Program outside the scope of those described herein (Grainger Incentive Program) are not eligible for the Enhanced Incentive Program.

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
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CONTRACT # 192163
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PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPB

City of Tucson MRO Categories	Current CRP Discount	Enhanced Incentive Program
Air Filters	40%	43%
Adhesives, Sealants and Tape	7%	10%
Cleaning	22%	25%
Hand Tools	14%	17%
HVAC and Refrigeration	17%	20%
Material Handling	15%	18%
Safety	19%	22%
Motors	19%	22%
Electrical	23%	26%
Fasteners	32%	35%
Lighting	22%	25%
Lubrication	7%	10%
Outdoor Equipment	12%	15%
Paint, Equipment and Supplies	10%	13%
Plumbing	20%	23%
Pneumatics	11%	14%
Test Instruments	7%	10%
Power Tools	11%	14%
Power Transmission	19%	22%
Machining	7%	10%
Pumps	7%	10%
Welding	10%	13%
Abrasives	7%	10%
Electronics, Appliances, and Batteries	19%	22%
Lab Supplies	7%	10%
Security	15%	18%
Primary	5%	5%

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 24, 2021


CONTRACT # 192163
CONTRACT AMENDMENT NUMBER: SIX (6)
PAGE 4 of 4
JN
PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPE

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT

 4/16/21
Signature of person authorized to sign Date

Ron Price Sr. GSM
Name and Title (typed or printed legibly)

W.W. Grainger
Company Name

100 Grainger Parkway
Address

Ron.Price@grainger.com
Email Address

Lake Forest IL 60045
City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Angela Hofer
Name and Title (typed or printed legibly)

480 309 2024
Phone Number

Angela.Hofer@grainger.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 20th DAY
OF April, 2020, AT TUCSON, ARIZONA.


for Director of Business Services and not personally

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) 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 Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA 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 Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

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:

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.

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 federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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 by the contracting officer 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 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 section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 provisions of paragraphs (1) through (8) in every 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every 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 subcontractor or vendor. The contractor will take such action with respect to any 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 subcontractor or vendor 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only 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. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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.

- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 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.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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
- (3) 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."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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.
- c. 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 workweek.

- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **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.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.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.
- c. The regulation at 37 C.F.R. § 401.2(a) currently 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 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. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, 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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state

agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. 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 *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. 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 www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. 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 subrecipient.
- e. 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 audit services.
 - (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. 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, its 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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"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.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, W.W. Granger, 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. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Ron Price Sr. GSM
Name and Title of Contractor's Authorized Official

4/16/21
Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. 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. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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. 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.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.

(2) 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.

(3) 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."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "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."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must 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.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must 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.

- b. The following provides a contract clause regarding no obligation by the Federal Government: "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."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

W.W. Grainger

Address, City, State, and Zip Code:

100 Grainger Parkway Lake Forest IL 60045

Phone Number: 979 224 6794 Fax Number:

Printed Name and Title of Authorized Representative:

Ron Price Sr. GSM

Email Address:

Ron.Price@Grainger.com

Signature of Authorized Representative:

Date:

4/16/21

ATTACHMENT 2

INCENTIVE PROGRAM FORM

PER ITEM 5. Other Value Add

1. Grainger Incentive Program

_____, is a current City of Tucson/OMNIA affiliated Member. As such, we choose to receive the incentives outlined below via check in lieu of enhanced category discounts associated with the City of Tucson Enhanced Category Discount program. Please send our incentive check to the following address:

Member Name _____
Contact Name _____
Street Address _____
City/State/Zip _____
Phone _____
Email _____
EFT _____

Grainger provides incentives to City of Tucson/OMNIA Members that:

- 1) Affiliate to this contract
- 2) Net purchase of more than \$25,000 annually under the Agreement from Grainger
- 3) Notify Grainger of Member's preference to receive incentive checks utilizing the Incentive Program Form attached hereto.

Grainger Incentives include:

Incentive Growth: Grainger will provide the City of Tucson/OMNIA Members an incentive fee tied to annual incremental purchase growth with Grainger. If the Member increases its net annual spend for Grainger product and/or services, as compared to the Member's previous contract year spend, Grainger will pay the Member a five percent (5%) fee on the incremental growth.

eCommerce Incentive: Grainger will provide the City of Tucson/OMNIA Members that purchase more than a fifty percent (50%) of their product and/or services from Grainger through a Grainger approved ecommerce channel with a two percent (2%) eCommerce Incentive fee paid annually on all Member's eCommerce spend with Grainger for the respective contract year.

Direct Sales Administrative Fee ("DSAF"): Grainger will provide the City of Tucson/OMNIA Members that purchase more than \$250,000 of Contract product and/or services from Grainger in a contract year with a DSAF of two percent (2%). The two percent (2%) fee shall be calculated based on a Member's net annual Contract spend with Grainger.

Reporting and Payment: Payment of Fees and Incentives, along with a supporting report, will be issued to the City of Tucson/OMNIA Members within ninety (90) days following the close of the current contract year. Grainger will work with OMNIA Partners on the distribution of these funds.

Net Annual Spend Defined: Net Annual Spend is calculated for the contract year and is defined as the total invoice price of all contract year purchases from Grainger under the terms of this Master Agreement less:

1. Refunds
2. Credits on returns
3. Discounts
4. The monies paid on any purchases from Grainger Distributor Alliance Program contractual resellers.

W.W. GRAINGER, INC.

**CITY OF TUCSON/OMNIA
AFFILIATED MEMBER:**

Signature

Signature

Name

Name

Title

Title

Date

Date

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: October 29, 2020

CONTRACT # 192163
CONTRACT AMENDMENT NUMBER: FOUR (4)
PAGE 1 of 2
JM
PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPB

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICING: The following language shall hereby be updated. Changes are made in italics.

Original Language:

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

Grainger's offer for the City of Tucson and OMNIA includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas.

Modified Language:

Grainger's offer for the City of Tucson and OMNIA includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas. *FOB Destination (standard parcel ground freight) is paid by Seller on all Catalog Products orders, unless otherwise stated, to Buyer's place of business. All other freight charges imposed by the freight carrier related to the shipment and Sourced Product shall be paid by Buyer, unless otherwise agreed to in writing by Seller.*

ITEM TWO: STANDARD TERMS AND CONDITIONS, PARAGRAPH 4, FOB DESTINATION FREIGHT PREPAID: The following language shall hereby be updated. Changes are made in italics.

4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. *All other freight charges imposed by the freight carrier related to the shipment and Sourced Product shall be paid by Buyer, unless otherwise agreed to in writing by Seller.*

END OF AMENDMENT – SPACE INTENTIONALLY LEFT BLANK

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: October 29, 2020

CONTRACT # 192163
CONTRACT AMENDMENT NUMBER: FOUR (4)
PAGE 2 of 2
JM
PROCUREMENT MANAGER: JENN MYERS, NIGP-CPP, CPPB

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CITY OF TUCSON:

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 30th DAY
OF October, 2020, AT TUCSON, ARIZONA.


10/30/20
Signature of person authorized to sign Date


for Director of Business Services and not personally

Ron Price
Name and Title (typed or printed legibly)

W.W. Grainger
Company Name

100 Grainger Pkwy
Address

Ron.Price@Grainger.com
Email Address

Lake Forest IL 60045
City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Angela Hoefler
Name and Title (typed or printed legibly)

480 309 2024
Phone Number

Angela.Hoefler@grainger.com
Email Address

Contract #192163

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials

Grainger

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1. Grainger's Response to Intent to Negotiate



W.W. Grainger, Inc
100 Grainger Parkway
Lake Forest, IL 60045-5201

Ms. Jenn Myers, CPPB
Department of Procurement
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: City of Tucson RFP #192163, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services – Intent to Negotiate

Dear Ms. Myers:

W.W. Grainger, Inc. respectfully submits the following items and explanations in relationship to our proposal submitted on 4/11/2019 for RFP#192163. Please find the following response where a request was made for further follow-up. We appreciate the opportunity to respond and negotiate with the City of Tucson. If for any reason you or OMNIA partners needs further clarification or has any concerns feel free to request additional information.

2. The City does not accept the changes to Standard Terms and Conditions, Paragraph 21. Indemnification.

Grainger accepts the original language for Indemnification Standard Terms and Conditions, Paragraph 21 and removes any alterations.

3. The City requests a best and final response to the pricing. Please complete the attached Price Page.

W.W. Grainger submits the following updates in our price offer. We strongly feel this price offer together with the newly revised incentive program, service offer, and other programs proposed in the RFP will deliver the best overall value in comparison to others. If the proposed offer is accepted Grainger would like to enter the City of Tucson into the newly created plus program which offers additional pricing benefits specific to the City's needs.

Grainger has submitted the requested Price Page (see attached)

4. The City requests additional clarification on the Functional Alternatives. In reviewing some of the items, it seems that the functional alternative was higher priced items, or the items did not match the request of what is being replaced. Please provide additional information to clarify this.

Per the requirements in the RFP, Grainger's intent for the functional alternate items was to provide options and additional breadth and depth for the City Tucson and National members. For some items submitted, there is a different ship pack quantity which will impact the SKU pack sell price. Where there was not an exact match, Grainger offered functional alternate items, or like items to the requested market basket. For functional alternate items, Grainger submitted items where the product serves the same function as the exact match. Knowing customers may want additional options nationally we wanted to offer the broadest assortment possible. Grainger has re-submitted new pricing for the City to



W.W. Grainger, Inc
100 Grainger Parkway
Lake Forest, IL 60045-5201

review for some of the alternate items. For item 3EB48 and alternate item 3EB49 Grainger respectfully retracts our original submitted price as both items are eligible for our .01 program on a case by case bases based on customer paper commitments. This still allows the customer to receive the .01 price for the exact and alternate item with the purchase of associated paper products.

6. Omnia Partners is unable to accept the following changes.

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

Both sections above are a part of the Master Intergovernmental Cooperative Purchasing Agreement with allows Participating Agencies to sign up with OMNIA Partners to use this contract. This agreement is not between Grainger and OMNIA Partners and was included as an example only.

Grainger removes our previous exceptions for:

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

W.W. Grainger hopes you find the submitted changes meet your needs to move further. However, if for any reason the submitted changes do not meet your desired state for this RFP please reach out to me.

Sincerely,

Ron Price,

Sr. Government Sales Manager
W.W. Grainger Inc.

2. City's Request for Intent to Negotiate



**CITY OF
TUCSON**
BUSINESS
SERVICES
DEPARTMENT

May 21, 2019

Sent this day via email: ron.price@grainger.com

Ron Price
Sr. Government Sales Manager
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

**RE: City of Tucson RFP #192163, Maintenance, Repair and Operations (MRO)
Supplies, Parts, Equipment, Materials and Related Services – Intent to Negotiate**

Dear Mr. Price:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
 - a. Section B. Product Requirements, Section 3, Defective Product
 - b. Section B. Product Requirements, Section 3, Pricing
 - c. Special Terms and Conditions, Paragraph 8. Price Adjustment
 - d. Standard Terms and Conditions, Paragraph 41. Termination of ContractThese changes are all shown on the Attached document, highlighted in bold.
2. The City does not accept the changes to Standard Terms and Conditions, Paragraph 21. Indemnification.
3. The City requests a best and final response to the pricing. Please complete the attached Price Page.
4. The City requests additional clarification on the Functional Alternatives. In reviewing some of the items, it seems that the functional alternative was higher priced items, or the items did not match the request of what is being replaced. Please provide additional information to clarify this.
5. Omnia Partners and the City accept the following terms and conditions:
 - a. 2.1 Corporate Commitment
 - b. 2.2 Pricing Commitment
 - c. 2.3 Sales Commitment
 - d. 3.3 Marketing and Sales 44A
 - e. 3.3 Marketing and Sales 44C
 - f. 3.3 Marketing and Sales 44E
 - g. 3.3 Marketing and Sales 44K
 - h. 3.3 Marketing and Sales 44M
 - i. 3.3 Marketing and Sales 44N
 - j. 3.3 Marketing and Sales Page 13 of 44 Section 14
 - k. 3.3 Marketing and Sales Page 13 of 44 Section 15

6. Omnia Partners is unable to accept the following changes.

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

Both sections above are a part of the Master Intergovernmental Cooperative Purchasing Agreement with allows Participating Agencies to sign up with OMNIA Partners to use this contract. This agreement is not between Grainger and OMNIA Partners and was included as an example only.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City and Omnia Partners. In the event that the City and Omnia Partners are not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Jenn.myers@tucsonaz.gov on or before **Friday, May 31, 2019 at 12:00 PM**. Please contact me via e-mail or at (520) 837-4137 with questions regarding the items above

Sincerely,



Jenn Myers, CPPB
Principal Contract Officer

Cc: Tomek Kruszec, Omnia Partners tomek.kruszec@omniapartners.com

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
 - a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
 - b. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.
 - c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
 - d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.
 - e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.
 - f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.
 - g. **Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
 - h. **Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
 - i. **Welding** – Welding equipment and supplies.
 - j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
 - k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.
 - l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
 - m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.
 - n. **HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
 - o. **Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
 - p. **Emergency Preparedness** – Sandbags, first-aid supplies, disaster recovery products etc.
 - q. **Other Categories**

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification **or a mutually agreed upon timeframe.**
4. **PRICING: Market Basket products** Prices and base category contract discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. **For Catalog Products, Contractor will no longer compute percentage-off discounts from the Contractor "list" price previously set forth on Contractor's Website, Contractor's Catalog or any other electronic or published media. All percentage-off discounts for Catalog Products shall be deducted from Contract Reference Price ("CRP") in effect at the time the Catalog Product is purchased by member from Contract. Current Contract Reference Prices for Catalog Products shall be available when the member logs into its account on Contractor's Website.**
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 3. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for **Market Basket product** price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment **for Market Basket products** may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.
9. **INSURANCE:** The Contractor agrees to:
- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
 - B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit	Statutory \$1,000,000 \$1,000,000 \$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 11. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall

notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are

the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
- 25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of

Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate, **following a written ten (10) business day notice to cure to the Contractor**, the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. **If the Contract fails to take appropriate action within the period to cure**, the City will issue a written notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

W.W. Grainger, Inc.
Company Name


Name: Ron Price

100 Grainger Parkway
Address

Title: Sr. Government Sales Manager

Lake Forest IL 60045
City State Zip

Phone: 979-224-6794


Signature of Person Authorized to Sign

Fax: NA

Ron Price
Printed Name

E-mail: Ron.Price@grainger.com

Sr. Government Sales Manager
Title

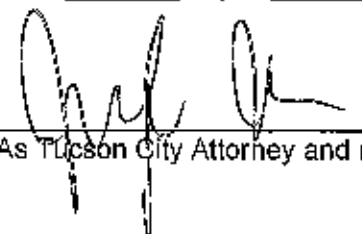
ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 192163

CITY OF TUCSON, a municipal corporation

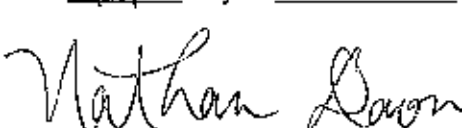
Approved as to form:

This 19th day of June 2019


As Tucson City Attorney and not personally

Awarded:

This 19th day of June 2019


As Director of Business Services and not personally

3. Grainger's Response to RFP# 192163

The City of Tucson & OMNIA Partners



Maintenance, Repair & Operations (MRO) Supplies, Parts, Equipment, Materials & Related Services **REQUEST FOR PROPOSAL** **# 192163**

ORIGINAL

SUBMITTED BY:

Ron Price
Sr. Government Sales Manager
Ron.Price@grainger.com
979-224-6794
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

APRIL 11, 2019, AT 4:00 P.M. LOCAL AZ TIME

Executive Summary

On behalf of W.W. Grainger, Inc., it is a privilege to submit our response to the City of Tucson & OMNIA Partners Maintenance, Repair & Operations (MRO), Supplies, Parts, Equipment, Materials & Related Services Request for Proposal # 192163. We value the City of Tucson's and OMNIA's enduring commitment to keep citizens and employees safe and facilities well-maintained. With this our most competitive offer to date, we pledge the broadest and most comprehensive access to MRO product and services, tailored for today's government's requirements while robust and flexible to be relevant in 5 years.

Grainger serves all public sector agencies, small, medium and large across all 50 states and their political subdivisions, the District of Columbia and US Territories. Our breadth is reflected in our \$1.3 billion in US inventory, 1.7 million products, 14 Distribution Centers with 16.5 million square feet and 250 US branch locations, each carrying nearly \$1 million of inventory. Investment in systems is driven by a focus that products are available and delivered when needed. 95% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours. This broad offering is promoted by opportunities for small businesses.

Grainger's distributes the most comprehensive line of MRO products and service categories and anything MRO related. Within each category, our offering is of substantial scale and breadth. We compete emphatically with specialized distributors and manufacturers across all MRO market segments. We continually evaluate products and services to remain relevant to our customers. We add products and suppliers daily; every 18 months we add more than 300,000 products.

Our investment in Grainger Team members and our IT and supply chain systems generate value added opportunities to our product and service offerings. A seamless agreement implementation plan is led by an experienced workforce to support legacy members and ease the transition of new members. Our commitment to sustainability and green initiatives is reflected in access to 114,000 products and expertise assisting in determining the right green substitute. A centralized technical product support team with in-depth product expertise, including sourcing, provides the City of Tucson and OMNIA members access to skills, experience and insight across all product lines and MRO vocations, including Police, Fire, EMS and skilled trades.

Throughout our eight years serving City of Tucson agencies and OMNIA members we have assisted government agencies during critical circumstances, small and large. For Emergency Preparedness needs, Grainger has an extensive offering for products and solutions. Grainger remains a dedicated partner who will deliver the quickest response and reliability in emergencies. Our prices and services remain as provided in the contract.

Our experience under the current agreement shapes much of how we structure offers in the public sector. As evident by its MRO solicitation, Tucson and OMNIA acquisition and operations personnel understand the total cost of acquisition and the meaningful ways to reduce and control costs. Acknowledging that cost is much more than product price, our offer provides meaningful opportunity to reduce costs and save time.

Grainger's innovation in e-commerce and digital solutions are driven by government agency embrace of advanced technology efficiencies. Our e-commerce and digital platforms are easier to search, navigate, check out and access transactional data than when the current agreement was

renewed. Our contract offer provides a relevant e-commerce incentive program enabling agencies to take advantage of advanced technology.

Our technical competency assists agency operations and audit responsibilities via more accessible invoice and spend information. We provide quality MRO product and services at competitive prices while being a meaningful resource to drive agency productivity and integrity strictures. Grainger team member expertise and experience, technical innovation, financial strength, and track record contributes to mission effectiveness and efficiency.

Grainger's pricing offer is our broadest and most competitive proposal. It is available nationwide and encompasses all categories. It presents extensive availability of exact match market basket items and access to Grainger's extensive catalog at competitive pricing. Grainger is offering a unique incentive program that will drive cost savings measures across a customer's entire organization. The offer presented will open expanded opportunities for new members. Grainger pricing is more market based, and lower than prior list prices; a larger category discount percentage offered by a competitor may not yield a lower product price.

We are citizens of the communities where we work and live. Within the City of Tucson metropolitan area we assisted the American Red Cross in installing home fire alarms, supported training initiatives of the Tucson Fire Foundation, provided scholarship opportunities for the Sunnyside School District Foundation and Pima Community College. Through the Grainger Tools for Tomorrow program, we provide support to individual students in their technical training. Grainger employees assist the Boys and Girls Club - Jim and Vicki Club House, the Special Olympics of Tucson, the Community Food Bank, Meals for Wheels and Jobpath programs addressing child care and transportation for those in need. Grainger employees volunteer and provide assistance to Treasure for Teachers. We retain Tucson area businesses to meet the current agreement's requirements and to assist us in maintaining Grainger facilities and running our business. Our commitment in Tucson is replicated in communities nationwide.

Grainger has been privileged to partner with the City of Tucson and OMNIA in their dedication to keep citizens and employees safe and facilities well-maintained. Our response reflects our commitment to these values.

Respectfully submitted,

Ron Price
Sr. Government Sales Manager
W.W. Grainger, Inc.
Ron.Price@grainger.com
979-224-6794

A. Method of Approach

1. Response to a National Program

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- a. Method of Approach
- b. Price Proposal
- c. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

a. Method of Approach

1. Provide a response to the national program.

- a. Include a detailed response to Attachment A, 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.

Grainger's completed **Attachment A; Exhibit A** is presented in TAB Exhibit A.

- b. The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Grainger has reviewed **Attachment A; Exhibit B** and provided Clarifications in TAB Letter of Clarification.

- c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance in its entirety.

Please see Grainger's completed **Exhibit F** and **Exhibit G**.

City of Tucson Attachment A

OMNIA
P A R T N E R S



**Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), is requesting proposals for Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3.0% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.3 **Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 **Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 **Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.3 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.4 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.2 Company

A. Brief history and description of Supplier.

For over 90 years, Grainger has remained committed to helping professionals keep their operations running and their people safe by staying ahead of customer needs. As North America's leading broad line maintenance, repair and operating (MRO) products distributor, with operations also in Europe, Asia and Latin America, Grainger's advantaged supply chain network supports multichannel offerings including branches, eCommerce channels and comprehensive inventory management. With customers the central focus and continued commitment to innovation, Grainger embraces its responsibilities to its customers, members, shareholders and the communities it serves.



W.W. Grainger, Inc., founded in 1927, was incorporated in the State of Illinois in 1928. Grainger is a publicly held 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger's capabilities include:

- A strategic US distribution network of 250 branches and 14 distribution centers supporting the City of Tucson and OMNIA Members
- An extensive product line, now more than 1.7 million products and over \$1.3 billion of on-hand inventory to meet agency requirements
- 95% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

B. Total number and location of sales persons employed by Supplier.

While Grainger has over 3,800 experienced sales persons, contrary to industry norms, Grainger's 564 Government Inside and Outside Sales Staff are **solely dedicated** to the public sector market. Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.

The following chart represents the Government sellers' locations per state.

<i>Government Sellers By State</i>					
State	#	State	#	State	#
Alabama	10	Louisiana	8	Ohio	14
Alaska	2	Maine	6	Oklahoma	7
Arizona	13	Maryland	15	Oregon	4
Arkansas	2	Massachusetts	8	Pennsylvania	16
California	71	Michigan	10	Rhode Island	3
Colorado	12	Minnesota	4	South Carolina	7
Connecticut	6	Mississippi	2	South Dakota	2
Delaware	3	Missouri	10	Tennessee	11
Florida	32	Montana	1	Texas	52
Georgia	19	Nebraska	2	Utah	7
Hawaii	11	Nevada	4	Vermont	1
Idaho	1	New Hampshire	3	Virginia	25
Illinois	34	New Jersey	15	Washington	15
Indiana	4	New Mexico	5	West Virginia	1
Iowa	6	New York	41	Wisconsin	13
Kansas	4	North Carolina	15	Wyoming	2
Kentucky	4	North Dakota	1	District of Columbia	5

Grainger's Government Sales Staff per State as of March 2019.

- C. Number and location of support centers (if applicable) and location of corporate office.

Grainger's corporate headquarters is located in Lake Forest, IL.

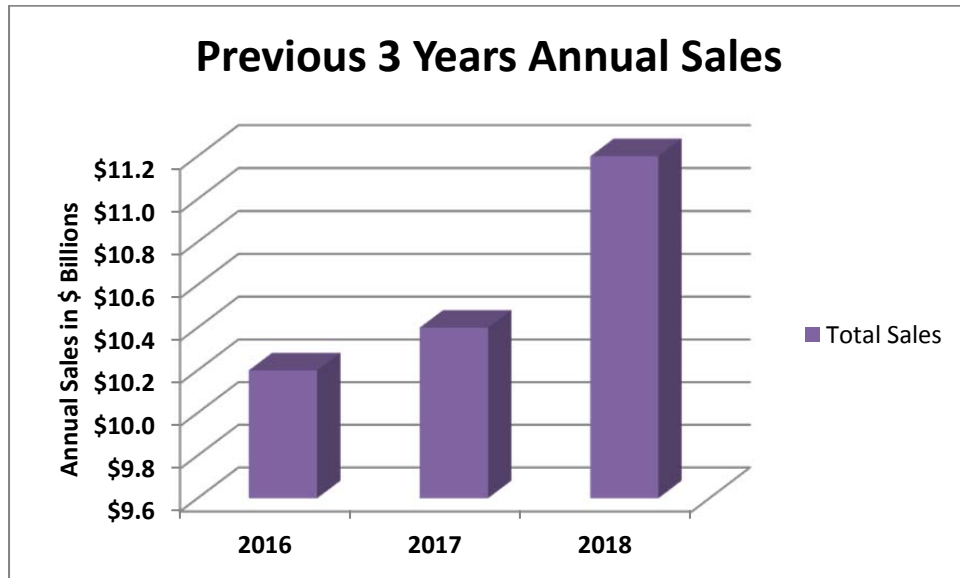
Grainger's strategic branch network includes 250 branches geographically located to provide convenient support to our customers. Each branch carries on average \$1 million in inventory within 23,000 square feet and is managed by an average of 13 employees. Please see *Exhibit 1 Grainger US Branch Locations* which provides address information.

Additionally, Grainger has three customer contact centers which support over 2,000 Customer Support Associates. **These contact centers are located in Janesville, Wisconsin, Waterloo, Iowa and Phoenix, Arizona.** Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years:

2016: \$10,137,204,000 | **2017:** \$10,424,858,000 | **2018:** \$11,200,000,000



E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-1150280

D&B: 005-10-3494

F. Describe any green or environmental initiatives or policies.



Grainger works to improve environmental performance across our suppliers operations and customers. We partner with third party sustainability organizations, such as the CDP

(formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the U.S. Environmental Protection Agency, SmartWay® Program, UL Inc. and the U.S. Green Building Council to help us align our environmental investments with stakeholder expectations. Our green and environmental initiatives include:



Operations: We focus efforts where we have the most influence. Grainger's Distribution Centers account for 38 percent of our operations and will increase as we expand service offerings. We monitor energy consumption and improve our green-energy-mix sustainable solutions to increase efficiency and utilize renewable energy. We invest in onsite renewable



5.5M square feet

LEED-certified space through 17 North American Grainger facilities

energy, purchase renewable energy credits and green tariffs.

Products: Grainger provides customers with the products they need to keep their businesses running over the long term. We work to understand how these products affect the environment. Customers increasingly request environmentally preferable products (EPP). Our EPP portfolio helps customers maintain sustainable facilities through efficient energy management, water conservation, waste reduction and air-quality improvement. The Grainger EPP portfolio includes more than **114,000 SKUs**, 26 EPP product certifications and 46 EPP product attributes. The portfolio spans more than 600 brands across 672 product categories. More than 15% of Grainger suppliers offer products featured within our EPP portfolio.

For a product to be classified as environmentally preferable it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense®, ENERGY STAR® or Green Seal. Our suppliers inform Grainger of the product certifications and attributes the products may carry. An independent 3rd Party, Underwriters Laboratory Inc. (UL Environment), verifies the viability of the certification or attribute claims. Grainger works with UL Inc. to ensure that the most current certification and attribute options are identified.

The City of Tucson and OMNIA Members can easily identify environmentally preferable products on Grainger.com by searching for products with the Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.




Grainger EPP Portfolio - Product Certifications & Certification Bodies:

CERTIFYING AGENCY	Underwriters Laboratories, Inc.						U.S. Department of Energy
CERTIFICATION	Ecologo	GreenGuard	Greenguard Gold	ECVP 2799 Zero Waste To Landfill Facility	Environmental Product Declaration	Environmental Claims Validation	Energy Star
CERTIFYING AGENCY	Scientific Certification Systems	U.S. Environmental Protection Agency (EPA)		Green Seal	U.S. Department of Agriculture	Carbonfund	Sustainable Forestry Initiative
CERTIFICATION	SCS Indoor Advantage	WaterSense	Safer Choice	Green Seal	Certified Biobased	Carbonfree	Sustainable Forestry Initiative (SFI)
CERTIFYING AGENCY	Multiple	Ernst & Young - Redstone	National Sanitation Foundation	Design Lights Consortium		National Electrical Manufacturers Association (NEMA)	
CERTIFICATION	Forest Stewardship Council	SMaRT Certified	NSF Certified	DLC Quality Products Listing	DLC Premium	NEMA Premium	Energy Aware
CERTIFYING AGENCY	Home Ventilating Institute	Biodegradable Product Institute	Carpet & Rug Institute	Organic Materials Review Institute	South Coast Air Quality Mgmt. District		
CERTIFICATION	HVI	Biodegradable Product Institute Certified	CRI Green Label	OMRI Listed	VOC Levels Meet SCAQMD Requirements		

Grainger’s environmentally preferred product portfolio is featured on the [Green Resources](#) landing page on Grainger.com.

Environmental Services: Grainger Lighting Solutions (GLS) and Grainger Energy Services (GES) provide a network of qualified, insured and licensed service providers to help identify and facilitate energy savings projects.

 Lighting Retrofits & Upgrades	 HVAC Maintenance & Upgrades	 Motor & Drive Upgrades	 Water Conservation Upgrades
 Steam System Assessments & Upgrades	 Electric Vehicle Charging Station Installations	 Compressed Air System Studies & Upgrades	 Dust Collection System Studies & Upgrades

Comprehensive Services Include:

- ✓ Multiple Energy and Water Saving solutions
- ✓ Audit and Financial Analysis
- ✓ Material, Contractor and Project Management
- ✓ Installation by Qualified, Insured and Licensed Service Partners
- ✓ Identification of Applicable Incentives and Rebates
- ✓ Disposal and Recycling

For more information visit the [Grainger Energy Services landing page on Grainger.com](#).

Hazardous Recycling Services: Grainger's recycling services solve the disposal of environmentally hazardous bulbs, dry batteries, and ballasts.

1. **Recyclable Kits:** Specialized recycling kits for fluorescent lamps, ballasts or dry batteries, provides a turnkey service for one all-inclusive price. For larger volume needs, Grainger offers bulk pick-up. We will custom design a program that works for you. This service encompasses lamps, ballasts, batteries, electronics, and mercury.

Each kit includes:

- Special UN/DOT approved container
 - Pre-printed label with instructions
 - Toll-free number for pickup
 - Certificate of reclamation
2. **Grainger Branch Programs:** Grainger offers customers opportunity to deposit recyclable items in collection boxes for no additional charge in Grainger branches through our partnership with [EnviroLight](#) specialized recycling services.
 3. **Additional Supplier Based Programs:** Grainger works with key suppliers to provide the following no-fee and fee-based programs.
 - Grainger offers recycling kits available for purchase on [Grainger.com](#) for many items provided by [EVERLIGHTS](#), [RECYCLEPAK](#) &

SUPPLYPAK. Details and kit specifications can be obtained by entering the search term “recycling kits” on Grainger.com.

- Georgia-Pacific’s (GP) Dispenser Refurbish, Recycle, Reuse (RRR) Program provides a no-charge end of life solution for old paper towel and toilet paper dispensers. GP removes old dispensers and reuses components in manufacturing new products. Dispensers are picked up at the end user's location.
- Georgia-Pacific provides a no charge service to reduce the number of batteries in landfills in partnership with CALL2RECYCLE. Through this service, boxes are provided to customers for collection of used batteries. Boxes are picked up at the facility and new boxes provided for continued collection and environmental disposition.
- GOJO will coordinate removal, transport and sustainable disposal of old hand soap and sanitizer dispenser materials when completing a GOJO managed dispenser installation project.
- For Members utilizing LOCTITE® Anerobics or Light Cure Technologies, Henkel offers a solution to help meet recycling goals and recycle items that were previously non-recyclable. Through a partnership with TerraCycle®, boxes can be purchased enabling convenient return shipping and recycling.
- Stanley Black & Decker offers a no-charge end of life solution for DEWALT, BLACK&DECKER, STANLEY TOOLS & BOSTITCH brands.
- Tyvek Protective Apparel can be recycled through DuPont’s Recycling Program.

Grainger’s Mid-Stream Utility Rebate Program: For the City of Tucson and OMNIA Members in eligible zip codes, Grainger identifies utility rebates applicable to LED Lighting and similar projects.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Grainger has two core programs promoting diversity. In both programs, all pricing is accessible and provided in this Master Agreement.

The programs are:

1. **Tier II: Grainger's Supplier Diversity Program**
2. **Tier I: Distributor Alliance Program**



Grainger's Tier II Supplier Diversity Program | Grainger's Tier II Supplier Diversity Program affords the City of Tucson and OMNIA Members access to diverse manufacturers and suppliers through our catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from Diverse Business Enterprises (DBEs).

Grainger's Tier II Supplier Diversity program includes **over 270 DBEs**, and offers **more than 91,000 items** across 1600+ product categories. Grainger also offers products from over 2000 Small Business Enterprises (SBEs), offering more than 300,000 products. The model allows DBEs to concentrate on what they do best and leave the logistics and distribution of their products to Grainger.

Grainger's Tier II Supplier Diversity Program provides Members access to DBE products through all of our ordering methods (Grainger.com, Redbook Catalog, phone, fax, walk-in, etc.), and distribution channels. Grainger's customers benefit from one-stop shopping. Registered suppliers are audited monthly to maintain active supplier diversity certificates. Supplier diversity reporting available upon request.

Products from diverse businesses are featured on Grainger.com:

- Products from diverse manufacturers and suppliers are identified on Grainger's website and within our catalog and index with the diversity symbol to the right.
- Customers can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- Additionally, customers can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.



Supplier recruitment is continuous at Grainger. Our company website includes a link to the supplier diversity registration portal. Certified businesses that register are available for referrals to purchasing officers when product review, RFP, or spot buying opportunities occur. Grainger includes DBEs in meeting unique product requirements through Grainger's Sourcing program, if products are not currently available in Grainger's general catalog. In 2018, 180 DBEs, and 1700 SBEs participated in Grainger's Sourcing program.

Grainger promotes the number of products acquired from diverse companies in several ways. Grainger is a corporate member of the Women's Business Enterprise National Council (WBENC) and has been a member of the National LGBT Chamber of Commerce (NGLCC) since 2014. Grainger participates in numerous conferences and seminars to assist diverse businesses to further

establish or strengthen themselves. Grainger's Portal invites diverse suppliers to consider doing business with Grainger.

Grainger pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These include the following:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Veteran Owned Businesses
- Veteran Associations



Grainger's Tier I Distributor Alliance Program | Grainger's Distributor Alliance Program responds to corporate and government regulatory and policy requirements as to buying MRO goods and services from Diverse Business Enterprises (DBEs).

Since 2006, the Distributor Alliance (DA) Program has helped customers support DBEs while consolidating MRO purchases. Over 50 DA DBEs resell the entire 1.7 million products offered by Grainger and provide services to customers with procurement goals to support small businesses and provide employment opportunities to women, minority and veteran-owned businesses. The DA DBE is one of the many points of contact for the customer, including Grainger business managers who mentor DBEs and act as a liaison among Grainger, the end customer and the DA DBE.

We monitor each DBE's performance with a monthly balanced scorecard. We provide feedback and offer assistance in performance areas where improvement is needed. We seek to provide meaningful focus in pragmatic areas where efficiency can be gained and effectiveness can be improved.

Grainger's Distributor Alliance is also a member of the National Minority Supplier Development Council and supports several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. We recruit diverse suppliers for line review and customer proposal opportunities by participating in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Grainger is a large business.

I. Describe how supplier differentiates itself from its competitors.

In addition to Grainger's product breadth and supply chain strength as previously stated, Grainger understands the challenges public sector agencies face in carrying out responsibilities. We comprehend the appropriations and budget cycles that provide agency funding and the procurement procedures agencies must follow for competitive and transparent purchasing. Our own procedures and systems are designed and implemented to fulfill these requirements. Grainger Sales and Team members receive annual ethics and compliance training focused on the government sector.

Grainger Government Sales Team members are dedicated solely to the public sector. Beyond understanding the challenges noted above, the Government Team has insight to government-oriented products and services and bring greater expertise and availability to the customer. The Government Team has deep understanding of government programs addressing small business opportunities and promoting environmental products.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees, consumers, competitors, suppliers or governmental entities. As a government contractor selling to federal, state and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of

a felony and provide the names and convictions.

As a publically held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable as no debarment or suspension has been taken against supplier

3.3 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Grainger's proposal encompasses its entire catalog of **1.7 million MRO products** and services covering 32 MRO categories and the expertise of Grainger employees. Our offering captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. The portfolio is continually enhanced to meet evolving Member needs.

Products cover the following categories: In addition to the requirements listed in this RFP, Grainger is offering its complete catalog which includes: Abrasives, Adhesives, Sealants and Tape, Cleaning and Janitorial, Electrical, Electronics, Appliances and Batteries, Fasteners, Fleet and Vehicle Maintenance, Furniture, Hospitality and Food Service, HVAC and Refrigeration, Hardware, Hydraulics, Lab Supplies, Lighting, Lubrication, Machining, Material Handling, Motors, Office Supplies, Outdoor Equipment, Paint, Equipment and Supplies, Plumbing, Pneumatics, Power Transmission, Pumps, Raw Materials, Reference and Learning Supplies, Safety, Security, Emergency Preparedness, Test Instruments, Tools, and Welding.

Services include: Grainer's proposed services illustrated below will be made available to the City of Tucson and Participating Agencies, and OMNIA Members include:

- ✓ Competitive Price Offer
- ✓ Marketing, Administrative, Sales Support
- ✓ Sourcing
- ✓ Software Punch-out Capability
- ✓ Installation, Repair, Maintenance & Turnkey Solutions & Services
- ✓ Inventory Solutions
- ✓ Small Business Program
- ✓ Green / Sustainability Programs
- ✓ Training & Education
- ✓ Customer Support Services

Other services offered:

1. Safety In-Field Specialist Assessments
2. Online Solution Center

3. KeepStock Inventory Management Solutions
 - a. Vendor-Managed Solutions
 - b. Customer-Managed Solutions
4. Consulting Services
5. Grainger's Footwear Program
 - a. Shoemobile Solution
6. Emergency Preparedness Services
7. KeepStock Fee Based Solutions
 - a. Managed MRO
 - b. KeepStock Organize
8. Safety Services and Technical Training
9. Energy Services
10. Lighting Services
11. Facility Services
12. Custom Product Center

As new services become available, Grainger will automatically make them available for all Participating Agencies and OMNIA Members.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and DCs tailor inventory to Member location demands to ensure product is available for immediate pick-up, same-day shipment or same-day delivery. Products and services are offered throughout the United States, the District of Columbia and US Territories.

Grainger ships in stock items on the same day 96% of the time when the order is received by 4:00 p.m. local time. Using commercial carriers, customers receive most shipments the following business day. Grainger fulfills 95% of orders within 2 service days, and 98% within 3 days. Grainger uses local delivery sources, such as messenger services or common carriers, for emergency deliveries.

As to services, Grainger teams and its suppliers help customers manage inventory, provide safety and onsite training, implement energy efficiencies, sustainable programs and facility improvements by ensuring they are presented the right services to enhance their operations and create efficiencies.

- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third party suppliers or manufacturers

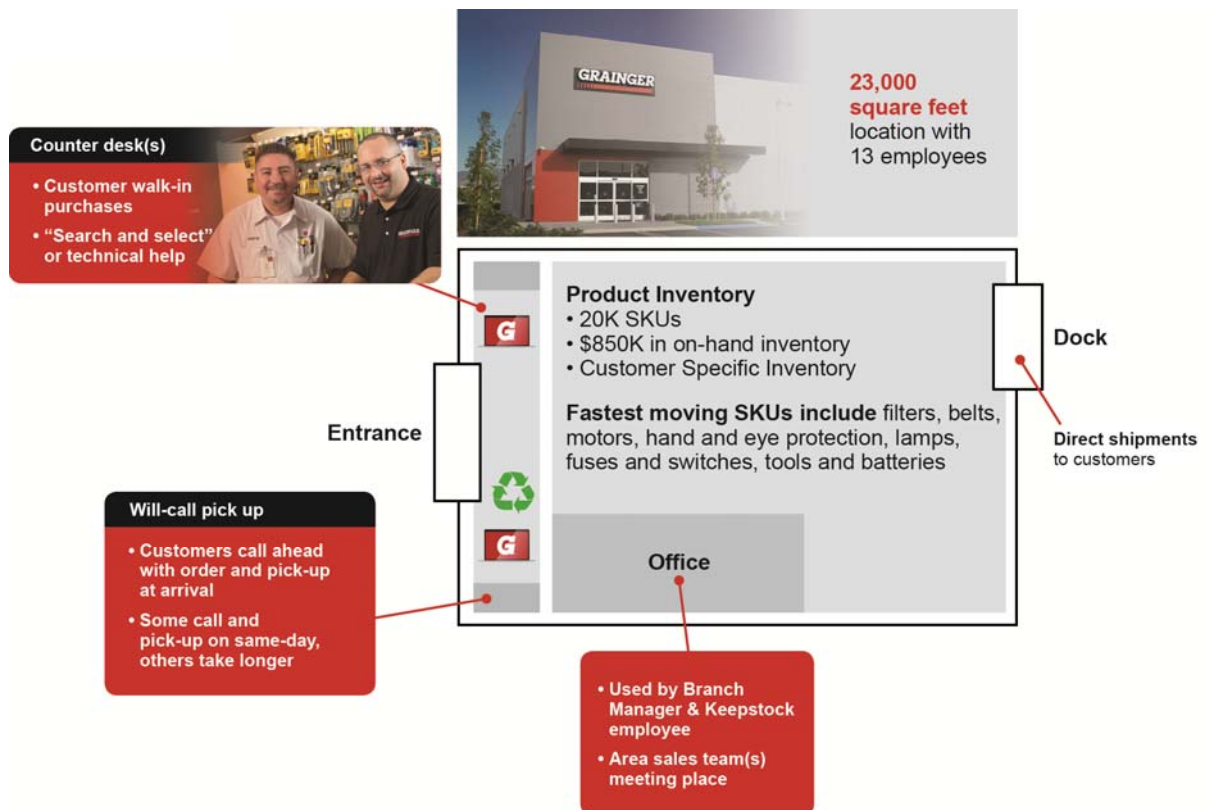
may ship product direct to Grainger customers.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Grainger's logistic network includes **250 branch locations and 14 distribution centers** (DCs), Grainger's over **\$1.3 billion** in on-hand inventory is supported by a network of over **5,200 Grainger key suppliers** and manufacturers.

Branch Network: Each of the 250 branches carries on average \$1 million in inventory within 23,000 square feet and has an average of 13 employees. All branch locations operate Monday – Friday, 8am – 5pm local time. Opening hours may vary. Branch team members will assist the City of Tucson and OMNIA Members with the following services:

- Consult and advise with customers based on needs
- Search and select products
- Purchase products to acquire goods same day
- Will-Call services for phone or internet order
- Maintaining customer-specific inventory



Above is a typical Grainger branch design

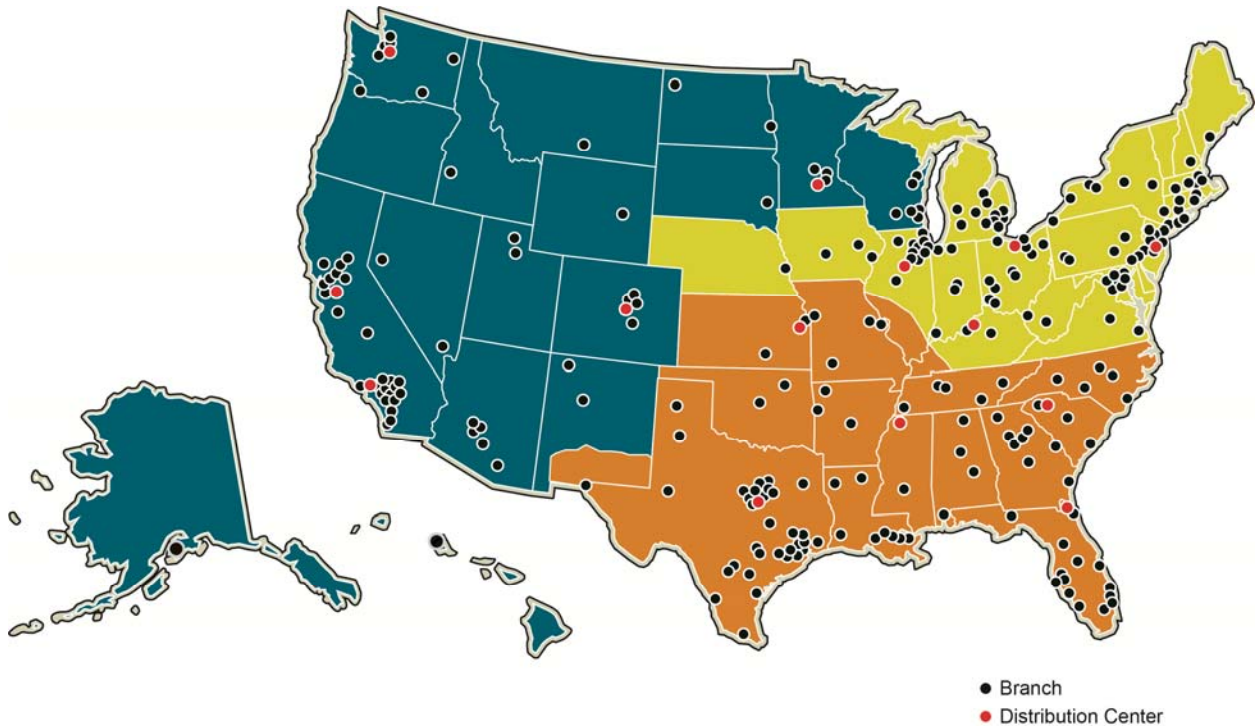
Distribution Centers: Grainger DC's range in size from 35,000 to 1,500,000 million square feet; 5 exceed 1,000,000 square feet. Stocking more than 100,000

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT



of the fastest selling products, Grainger’s technology systems and equipment enable most customer orders and branch inventory replenishment to be met by the DCs. The DCs ship orders directly to the customer or branch location. The following chart provides details as to each DC:

<i>Grainger US Distribution Centers</i>				
Location	SKU's	Square Feet	Inventory Value	Employees
Kansas City, MO	131,000	1,300,000	\$50,100,000	265
Greenville, SC	305,000	1,100,000	\$113,400,000	492
Patterson, CA	269,000	820,000	\$91,100,000	358
Minooka, IL	464,000	1,100,000	\$174,100,000	632
Bordentown, NJ	283,000	1,300,000	\$115,400,000	574
Denver, CO	73,000	45,000	\$6,700,000	30
Plymouth, MN	89,000	35,000	\$8,000,000	34
Seattle, WA	88,000	56,000	\$10,400,000	46
Mira Loma, CA	133,000	345,000	\$46,400,000	181
Cleveland, OH	134,000	395,000	\$44,600,000	218
Dallas, TX	150,000	560,000	\$66,400,000	322
Jacksonville, FL	119,000	230,000	\$35,400,000	145
Southaven, MS	111,000	230,000	\$32,800,000	144
Louisville, KY	750,000+	1,500,000	Fully operational in 2020	700



Grainger maintains 250 branch and 14 distribution centers strategically located throughout all three Government regions in the US.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award, Grainger will meet with OMNIA Partners to build a comprehensive 90 day plan to meet the objectives of all involved. Grainger's goal is to execute on all initiatives and strategies successful under our current contract and to enhance efforts. The following plans can be customized to meet individual agency needs as we continue our successful partnership. Our efforts will be based on actual purchase histories under the existing City of Tucson Agreement with a focus on buying patterns and product demand to target needs. Grainger believes that the unique offering this contract provides will meet or exceed the needs of the City of Tucson and Member customers.

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Within the first 10 days, OMNIA and Grainger Executive Leadership will establish initial goals and objectives. Grainger Executive Leadership will circulate e-mail notifications, voice messages and company intranet messages to Grainger team members announcing the new Master Agreement. These messages will endorse the new Master Agreement as a viable option for Participating Public Entities and will highlight its value and benefits. Sellers will be equipped with information to position the new Master Agreement to promote success of our relationship. Scheduling for specific call to actions items will be communicated to the Government team outlining the following next steps.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

In addition to the Project Schedule detailed below, Grainger's 90 day implementation plan includes educating our national Government Sales force and the OMNIA Partners team on the features and benefits of our new Master Agreement. The training plan includes has two main phases.

Phase 1: Grainger will work with City of Tucson and OMNIA Partners team to develop training materials to incorporate the benefits, products and services provided under the new Master Agreement. Online training will be prepared for presentation via delivery through a Web-Ex format on a regional basis to the national audience. The training materials will provide an overview of the new Master Agreement and how the Grainger team members will deliver service and solutions.

Training Materials include:

1. Detailed marketing brochure
2. Co-branded one page customer-facing marketing flyer
3. Internal Contract Overview PPT Deck for Grainger training
4. Update OMNIA Partners – Public Sector Landing Page with City of Tucson award details to educate potential customers
5. Educating Grainger Government Salesforce as to OMNIA Public Sector values

Phase 2: Training will be rolled out regionally, with endorsement from Grainger and OMNIA Partners’ Public Sector executive leadership, to all Grainger and OMNIA Partners’ Public Sector customer-facing employees and phone associates. Grainger eCommerce customer service representatives will participate in the training to ensure consistency of experience in delivering the e-Commerce solutions. Other teams trained include: Customer Service (Call Centers and Branches), Inventory Management, and others associated with contract launch.

Training will be tracked to ensure that all national sales employees have successfully completed the training.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Grainger’s 90 day plan consists of three phases:

Phase I: Execute Affiliation Document & Marketing

Goal: Promote and leverage the value of City of Tucson/OMNIA Partners contract, obtain and sign Affiliation documents and activate contract terms.

Through Grainger’s dedicated Government Sales force, digital marketing and trade publications, Grainger will target current City of Tucson and OMNIA Partners entities to explain the benefits of the new master agreement so each entity can realize the new contract’s value. Grainger’s Government Sales Manager’s will prioritize Grainger’s current City of Tucson and OMNIA Partners Entities. Grainger will also pursue other entities currently not participating under the City of Tucson and OMNIA Partners contract.

City of Tucson and OMNIA Partners Implementation Kick-off

Grainger Resources: Grainger Leadership Team, OMNIA Sales Team, Government Sales Managers, Account Managers; Account Relationship Managers, Customer Service, Corporate Communications Team, Marketing Team

Grainger Actions

- **Conduct national and regional conference calls internally with Grainger Executives** providing the details of the City of Tucson/OMNIA Partners Public Sector agreement and implementation plan. The agenda includes an overview of the products and services Grainger will provide Members, a list of key Member leaders, and specific assignments for the Grainger Executive team.
- **Conduct national and regional conference calls with Grainger Government Sales Force.** Training will be rolled out regionally, with endorsement from Grainger and OMNIA Partners executive leadership, to all Grainger and OMNIA Partner team members. Grainger's participants include all sales and operations personnel.
- **Execute Co-branded Marketing Plan** to educate customers on the benefits of the new Master Agreement through digital marketing and trade publications.
- **Develop and distribute the initial co-branded press release** to targeted demographics, profiling the Agreement's values. Grainger, City of Tucson and OMNIA Partners will identify a targeted list and publications for the press release and other communications.
- **Activate City of Tucson and OMNIA Partners dedicated online portal** as a tool to educate customers on the benefits of the contract and tools and resources to assist in the Affiliation process.

Execution for City of Tucson and OMNIA Partners Existing and New Participating and Prospective Members

- Grainger will leverage its 500+ strong Government sales force to promote and launch the contract through email and face to face meetings with City of Tucson customers.
- Continue to engage and market to prospective customers to highlight and explain the benefits of the new City of Tucson and OMNIA Partners agreement.
- Co-brand marketing material created and delivered through social media, Grainger website (www.Grainger.com), and other media channels.
- Lead regional calls between Grainger and OMNIA Partners to review affiliation progress, new targets and customer satisfaction.
- Work in coordination with City of Tucson and OMNIA Partners to identify trade shows, conferences or publications to market the new agreement.
- Activate pricing for affiliated customers within 48 hours of affiliation to new contract.

Phase II: Identify and Execute Cost Savings Solutions

Goal: Understand individual customer's goals and initiatives to allow Grainger to leverage the full value of the Tucson/OMNIA agreement.

- Grainger will continue to leverage its 500+ strong Government Sales force to understand customer goals and initiatives to align resources to implement cost saving and valued add solutions flowing from the contract.
- Leverage sales tools, resources such as Salesforce (trademark) to ensure Grainger is touching all potential contacts within each customer to explain the benefits of the Master Agreement.
- Begin conducting Quarterly Business Reviews to review cost savings and refine targets to meet objectives.

Phase III: Continuous Implementation City of Tucson and OMNIA Partners

Goal: Evaluate initial benchmarks and refine based on newly identified opportunities.

- Maintain program marketing, including participating in OMNIA events, trade shows, conferences and other venues to promote the contract.
- Facilitate monthly regional calls between Grainger and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement.
- Refine the marketing plan between Grainger and OMNIA Partners targeting customers for relevant solutions driving the value outlined in the Master Agreement.

Marketing and Promotion Plan

- i. Creation and distribution of a co-branded press release to trade publications

Grainger will work with and support City of Tucson and OMNIA Partners in refining and distributing the new co-branded press release. Grainger, City of Tucson and OMNIA Partners will further identify a targeted list of publications for the press release and other related communications.

- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

Grainger will publish an announcement to our employees on our dedicated internal corporate website highlighting the features and benefits of the new Master Agreement. (Phase I) Grainger will update the

dedicated OMNIA Partners page on our internal corporate website to assist in the training of our Sales team on the new features and benefits of the Master Agreement.

Design, publication and distribution of co-branded marketing materials within first 90 days

Grainger will work with City of Tucson and OMNIA Partners marketing team to update and profile the new agreement on the dedicated OMNIA Partners landing page within the first 30 days of award. This dedicated landing page will provide customers with the features, benefits, products and services offered through the new Master Agreement. This portal will allow customers an easy access through the affiliation process.

Grainger will collaborate with the OMNIA Partners to continue and enhance a Go-To-Market plan, including multiple marketing channels encompassing collateral materials, e-mail communications and web content promoting awareness of the new program and usage of the new agreement. (Phase I)

- iii. 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

Grainger will exhibit and staff a booth at the NIGP Annual Forum and other national and regional trade shows. Grainger will assist and develop a strategy with City of Tucson/OMNIA Partners marketing efforts at national and regional trade shows.

- iv. 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.

Grainger will attend, exhibit, and participate. Grainger will exhibit and staff a booth at the NIGP Annual Forum. Additionally, Grainger will continue to work with OMNIA Partners to participate in additional trade shows and assist the overall promotion and marketing efforts for then NIGP Annual Forum.

- v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

A new joint advertising plan will be developed in collaboration with City of Tucson and OMNIA Partners and implemented, including the design and publication of national and regional advertising in trade publications as mutually agreed-upon by the parties.

- vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Grainger will work in conjunction with OMNIA Partners on marketing and promotional efforts of the Master Agreement. Grainger is committed to working on developing new co-branded material addressing case studies, collateral pieces and presentations. (Phase III)

- vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Grainger will continue to house and develop enhancements to the existing OMNIA Public Sector landing page which can be accessed via the following link: www.grainger.com/omnipartnerspublic

This landing page features the OMNIA Partners standard logo, a copy of the original Request for Proposal, a copy of the contract amendments between principal procuring agency and Grainger, a summary of products and pricing, marketing material, an electronic link to OMNIA Partner's online registration page, and a dedicated toll free number and email address for OMNIA Partners.

The landing page will also provide new products, a contract overview and live links to solutions to assist OMNIA and Participating Public Agencies to reduce facilities costs (i.e. Inventory Solutions, Site Audits). (Phase I)

The City of Tucson/OMNIA Partners contract will be highlighted and

marketed. Affiliation information will be provided in the **HOW TO PARTICIPATE** section of the landing page.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Upon award, existing Grainger customers that are purchasing products under the existing City of Tucson contract will be approached to transition to the new Master Agreement from the first day it takes effect. New public entity customers seeking to use the City of Tucson and OMNIA Partners Master agreement will execute an affiliation document. Affiliation declaration can be done electronically through:

1. Dedicated OMNIA Partners landing page
2. Grainger.com
3. Hard copy

Grainger will support all customers who choose to access our broad product line through the City of Tucson / OMNIA Partners MRO Supplies contract.

Grainger holds other cooperative contracts. Please see Letter of Clarification.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

The current reciprocal Trademark License Agreement, allowing permission for reproduction consistent with Grainger's and OMNIA Partners guidelines, will be continued.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

Grainger will educate its Sales Team on the key features and benefits of the City of Tucson and OMNIA Partners contracting process and the benefits of OMNIA Partners membership. Grainger requires that the Public Sector Sales Team members have knowledge of the following:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing

Competitive Market pricing – Grainger’s prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same of similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast number of items sold by Grainger and Grainger’s extensive customer base, as well as the different ways customers structure requests for proposals and bids, Grainger cannot assure any buyer that items sold to other customers for products will not be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted above, OMNIA Partners Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

- iii. No cost to participate

There is no cost to participate in the City of Tucson – OMNIA Partners Master Agreement.

- iv. Non-exclusive contract

Grainger confirms understanding of the above statement.

- F. Confirm Supplier will train its national sales force on the Master Agreement.

At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Grainger’s Customer Enablement Managers (CEMs) will educate the sales team on key features and the contract requirements for the City of Tucson and OMNIA Partners Master Agreement. The Sales Team will embrace a working knowledge of the solicitation process, awareness of the range of Public Agencies that can use the City of Tucson and OMNIA Partners Master Agreement and it’s benefits.

A national kick off call will be held by the CEM to develop and present the sales team training plan. Grainger’s national sales force will be trained through local, regional and national webinar sessions where all aspects of the new City of Tucson / OMNIA Partners Master Agreement will be reviewed and discussed. In addition, Grainger will work with OMNIA to target specific markets for in-person kick off meetings.

Once implementation training is completed, regularly scheduled status meetings will be held throughout the life of the contract to gauge progress and resolve

challenges. New Grainger team members will be provided background on the Master Agreement during these meetings. (Phase II)

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

Ron Price will manage all Grainger resources to support the City of Tucson/OMNIA Partners Master Agreement including marketing, sales, sales support, financial reporting and contracts.

Ron Price
Primary POC
Sr. Government Sales Manager
Email: ron.price@grainger.com
Phone: 979-224-6794



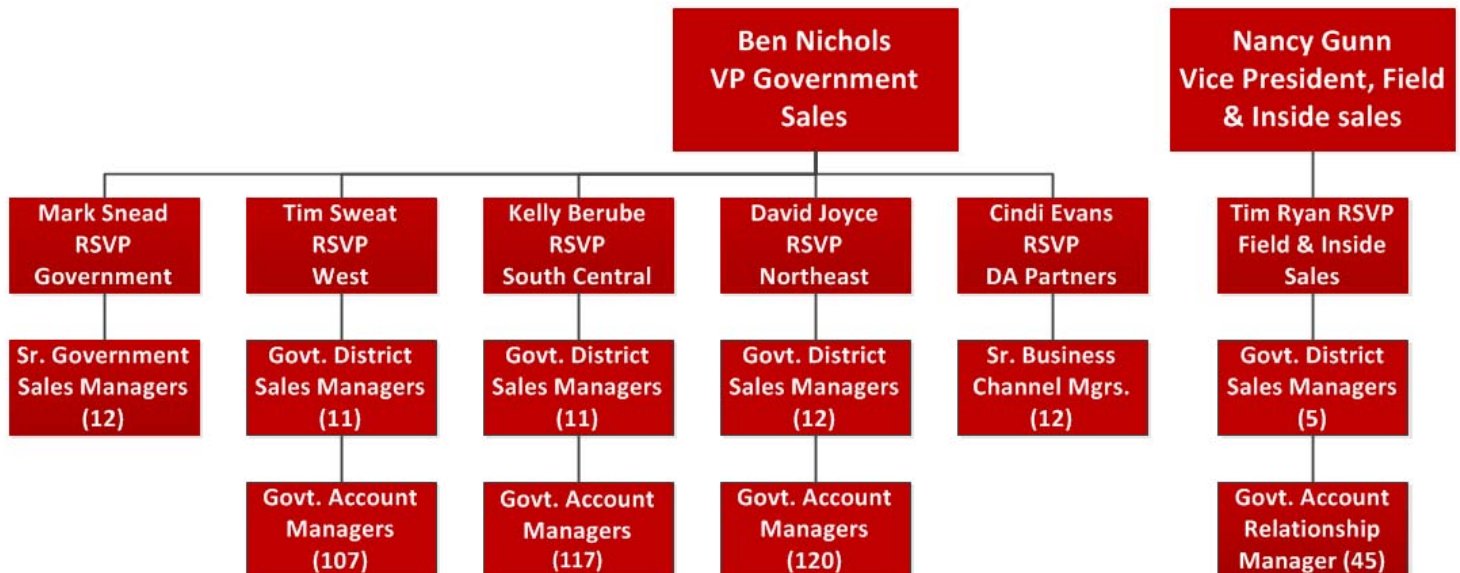
Grainger’s Government Leadership Team and resources outlined below will support all aspects and requirements for the City of Tucson / OMNIA Master Agreement.

Name	Title	Email	Phone
Executive Support			
Ben Nichols	VP, Government Sales	Benjamin.Nichols@grainger.com	847-535-1222
Mark Snead	Regional Sales VP Government Coops	Mark.Snead@grainger.com	804-332-1924
Kelly Berube	Regional Sales VP South	Kelly.Berube@grainger.com	281-650-4906
David Joyce	Regional Sales VP North	David.Joyce@grainger.com	610-383-1264
Tim Sweat	Regional Sales VP West	Tim.Sweat@grainger.com	214-274-2331
Coleen Marraitt	Director – South Central	Coleen.Marriott@grainger.com	678-551-4719
Tania Figueroa-Godoy	Director – North	Tania.Figueroa-Godoy@grainger.com	917-523-4836
Christopher Bader	Director – West	Christopher.Bader@grainger.com	916-606-8657
Marketing			
Raquel West	Marketing Program Manager	Raquel.Case@grainger.com	847-535-5133
Sales			
Ron Price	Sr. Government Sales Manager	Ron.Price@grainger.com	979-224-6794
Multiple (584)	Government Sales Team	Ron.Price@grainger.com	979-224-6794
Sales Support			
Contact Center	Government Customer Support	Support@grainger.com	800-GRAINGER
Financial Reporting			
Mark Haubrich	Manager, Reporting & Analytics	Mark.Haubrich@grainger.com	847-559-6352
John Sanecki	Sr. Reporting Analyst	John.Sanecki@grainger.com	847-559-6125
Account Payable			
AP Team	Government Accounts Payable	Support@grainger.com	800-GRAINGER
Contracts			
Ron Price	Sr. Government Sales Manager	Ron.Price@grainger.com	979-224-6794

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Part of Grainger’s National Sales force includes Grainger’s Government-Dedicated Sales Organization divided into 3 regions – West, South Central and Northeast. We have coverage in all time zones including 24/7 online, phone and email support. **Government-dedicated** Grainger sellers manage and service the contract through an **experienced team of over 560 government sellers**, throughout all 50 states, the District of Columbia, US Territories and outlying areas. Grainger provides full geographic coverage to all state, local, and education government Members.

Grainger’s Government- Dedicated Team’s structure is presented below.



Each Government Regional Sales Vice President leads a team of Government District Sales Managers. These District Sales Managers in turn lead a team of highly trained and experienced Account Managers. Together this Government team engages public sector agencies as how best to meet their MRO needs. Below is the Government Team leadership structure with contact information.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT



Key Regional Leadership			
Title	Name	Geography	Email / Phone
VP Government Sales	Ben Nichols <i>21 Years of Experience with Grainger</i> • VP Government Sales • Regional Sales Vice President • Government Sales Manager	National	Benjamin.Nichols@grainger.com (847) 535-1222
Regional VP	Mark Snead <i>15 Years of Experience with Grainger</i> • Sr. Director of Government Cooperatives • Regional Vice President, North Region • Vice President, Government Contracts	National	Mark.Snead@grainger.com (804) 332-1924
Regional VP	Kelly Berube <i>13 Years of Experience with Grainger</i> • Director of Healthcare • District Sales Manager	South Central; NC, SC, GA, FL, AL, MS, LA, TX, KS, OK, , MO, TN	Kelly.Berube@grainger.com (281) 650-4906
Regional VP	David Joyce <i>26 Years of Experience with Grainger</i> • Regional Sales Vice President • Sr. Director of Co-Operatives • Director, SE Government	Northeast; ME, NH, VT, MA, RI, CT, NY, NJ, PA, DE, MD, DC, VA, WV, NE, IA, IL, IN, MI, OH, KY	David.Joyce@grainger.com (610) 382-1264
Regional VP	Tim Sweat <i>13 Years of Experience with Grainger</i> • Sr. Director of Sales • Director of Government Sales - West • District Sales Manager	West; AZ, NV, UT, MT, ID, WA, OR, CA, HI, AK, WY, CO, NM, ND, SD, MN, WI	Tim.Sweat@grainger.com (214) 274-2331
Regional VP	Tim Ryan <i>12 Years of Experience with Grainger</i> • Director of Operations for Inside Sales and Territory Sales • Director of Operations for Manufacturing and Commercial • Area Sales Manager	US Field & Inside Govt. Sales	Timothy.1.Ryan@grainger.com (847) 793-5150
Regional VP	Cindi Evans <i>6 Years of Experience with Grainger</i> • Regional Sales Vice President, Channel Development • Regional Sales Vice President, South Central • Regional Sales Vice President, West	Distributor Alliance Suppliers	Cindi.Evans@grainger.com (214) 395-6278

Beyond the Account Manager, any customer can contact the local Branch Manager and the branch staff for assistance. If a situation arises outside of normal business hours, the City of Tucson, participating Public Agencies and OMNIA Members have access to the Grainger emergency line, 800-GRAINGER. This line is answered live 24/7 and a local branch manager will be contacted to immediately address the emergent need.

Grainger’s Customer Service Representatives are available 24/7 via a toll free number; fax and email in each time zone for the City of Tucson and OMNIA Members.

For Participating Entities with KeepStock® Inventory Management solutions, Grainger Team Members are available during normal business hours at member specific locations to help customers manage their inventory, place orders and provide other assistance as needed.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Grainger's primary Sr. Government Sales Manager Ron Price, will manage the following efforts:

1. Conduct regularly scheduled meetings with City of Tucson and OMNIA Partners team and our account teams to ensure open communication and effective deployment of the strategy and related plans.
 2. Facilitate monthly regional calls between Grainger and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement. Grainger will work with OMNIA to share enhanced programs specifically benefiting public sector customers.
 3. Participate, with other Grainger representatives, in mutually agreed-upon Business Reviews with City of Tucson and OMNIA Partners Participating Entities to review reports and align objectives.
 4. Continue to enhance joint-marketing plan between Grainger and OMNIA Partners to target prospective customers.
 5. Continue program marketing and participation in trade shows, conferences and other events to promote the contract.
 6. Continue to collaborate and educate OMNIA Partners team members about all Grainger resources, solutions, and capabilities.
 7. Engage Grainger Leadership and team members in fulfilling the responsibilities for the Master Agreement.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Grainger will continue to support our successful partnership with one point of contact who will manage the overall national program and all marketing and sales efforts for the term of the Master Agreement. This includes managing any and all resources contributing to the success of our new agreement. Grainger will activate pricing for affiliated customers within 48 hours and pursue all efforts for effective contract administration.

Grainger will continue to collaborate with OMNIA Partners and

Participating Public Agencies on a comprehensive marketing communication plan, including objectives and target goals. The marketing communication plan will promote high awareness and usage of the Master Agreement by Participating Public Agencies in multiple channels such as collateral materials, e-mail communications, participation in trade shows and web content.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year.

Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Grainger's Government and Public Agency business in 2018 totaled \$1.4 billion. Grainger has contracts with 50 States, numerous local governments, as well as in the Federal government.

The Government sales organization, in place since 2005, allows Grainger to focus on the unique needs of the government customer while gaining insight into, and expertise in, government procurement. Grainger's Government team members receive annual compliance training to ensure that they know and understand our customers' requirements and reflect our government sector ethical standards.

Grainger can provide names and addresses of top Government, Healthcare and Education customers upon contract award and permission is received from such customers to release this information, it is proprietary in character, which must be preserved.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Customers may choose to order over the Internet through Grainger.com, place an EDI order or order through a procurement solution such as Ariba, SAP, or Oracle.

Grainger.com allows users to find the products they need, compare like items, and purchase products efficiently. Users can access real time availability and track purchase history. This solution is available on a desktop computer and on mobile devices

Advanced Features of Grainger.com provide approval, spend limits, workflow, and reporting features to improve control over spend and enhance contract compliance.

Grainger Mobile App for iPhone and Android devices optimized for use on any smartphone. End-users have access to Grainger.com no matter the location: job site, truck, plant floor, and garage or maintenance shop. Using the mobile website or app, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out – with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.

eProcurement offers ability to integrate Grainger’s General Catalog and buying process with customers’ purchasing and ERP systems. Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards such as EDI and cXML. Grainger also offers a shopping solution comprised of Grainger specific data deployed behind the customer's firewall.

Grainger.com: The benefits Grainger.com provides include:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Access to over 1.7 million products for each of your USA sites • Your specific Grainger Agreement pricing • Ordering 24 hours per • Up-to-date pricing • Item Comparison • Product Availability • Easy and Secure Ordering • Order Status | <ul style="list-style-type: none"> • Order Confirmation and Shipment Notification Emails • Order History • Click to Call/Chat • Budgeting per user • Auto Reorder • Product Reviews and Ask & Answer • eQuotes – • Product technical support | <ul style="list-style-type: none"> • Product search capabilities and Matchmaker selection guidelines – • Grainger branch locator – • Supplier Diversity Products • Custom Product Center • Global Safety Data Sheets (GSDS) and Catalog requests – • Multiple users per customer account |
|--|--|--|

Enhanced Features: Grainger.com offers enhanced features for greater purchasing control and a customized experience. Customized spend management and order visibility functionality helps customers manage expenses more efficiently allowing particular order approval workflows and spend limits per user.

Grainger’s SAP Enterprise Resource Planning (ERP) platform provides customer driven requirements, assisting internal oversight and supervision. Reporting and compliance structures are described below:

Workflow Management Controls: Customers can control and manage workflow and spend management when registered and logged into Grainger.com. Grainger’s order management system allows greater purchasing control and visibility through customized spend management authorizations. Workflow controls are administered by the individual Purchasing Entity. Grainger works during the implementation phase to determine the best way to create the user ids, approvers and workflow that meet your needs including:

- Establish an approval process for orders that exceed Member-specified dollar limits
- Set a budget for individual users on a per week, month or year and then track their spend with reporting
- Designate a specific users as default approvers
- Apply spend limits & default approvers across multiple users or groups of users
- Add notes to the order as it is sent for approval
- Modify delivery and payment information on orders submitted for approval
- Add, remove or change item quantities on orders submitted for approval
- Apply a payment method from your profile to a pending order
- Set order approval rules based on Market Basket items

Order Management Dashboard

Click edit to manage individual user settings and view the workflow relationships of that user. You can access other features using links at the top of the page.
 Define spend limits per order, month, quarter or year. Add new spend limit amounts [here](#) or [apply existing limits to all users](#) on this account.

Final Review
Manage Setting

Filter By

Search by Last Name Show All Users

[View Workflow](#) | [Manage & Apply Spend / Approval Limits](#)

Name	Spend Limit	Total Amount Spent to Date	Item Approval	Approval Limit	Approvers	
Aaron, Hank LONGMONT, CO	\$1,000.00 per month	\$0.00	Requires Item Approval	\$1,000.00	Brees, Drew	<input type="button" value="Edit"/>
Baez, Javy LINCOLNSHIRE, IL	\$1,000.00 per month					<input type="button" value="Edit"/>
Belichick, Bill LINCOLNSHIRE, IL	\$250.00 per order					<input type="button" value="Edit"/>
Bennett, Philip LINCOLNSHIRE, IL	\$250.00 per order					<input type="button" value="Edit"/>
Bortles, Blake Lincolnshire, IL	All Orders Require Approval					<input type="button" value="Edit"/>

Add & Apply Spend / Approval Limits To Multiple Users

Add Spend Limits

Spend Limit per Spending Period

Orders for more than this amount will require approval.

Add Approval Limits

Approval Limit

Orders for more than this amount will require additional approval.

Current Limits

All orders require approval
Does not require approval

- \$100.00 / quarter [edit](#) | [delete](#)
- \$250.00 / order [edit](#) | [delete](#)
- \$500.00 / month [edit](#) | [delete](#)
- \$500.00 / year [edit](#) | [delete](#)
- \$999.00 / order [edit](#) | [delete](#)
- \$1,000.00 / month [edit](#) | [delete](#)
- \$1,200.00 / month [edit](#) | [delete](#)
- \$2,500.00 / quarter [edit](#) | [delete](#)
- \$5,000.00 / month [edit](#) | [delete](#)

Add Approval Limits

Approval Limit

Orders for more than this amount will require additional approval.

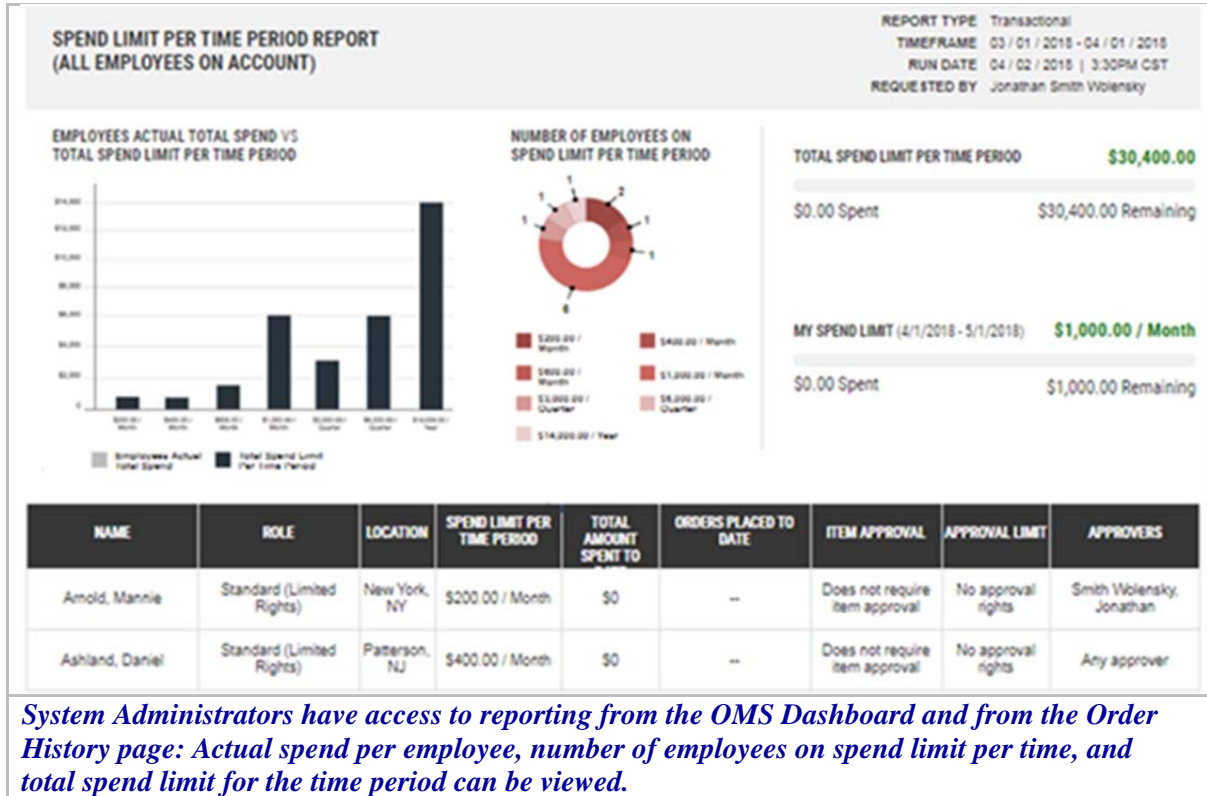
Current Limits

No approval rights
Can approve any order

- \$0.01 / order [edit](#) | [delete](#)
- \$500.00 / order [edit](#) | [delete](#)
- \$1,000.00 / order [edit](#) | [delete](#)
- \$1,500.00 / order [edit](#) | [delete](#)

CLOSE

Administrators can assign spend limits per individual users with Grainger's Order Management Budgeting Feature.



Other enhanced features include:

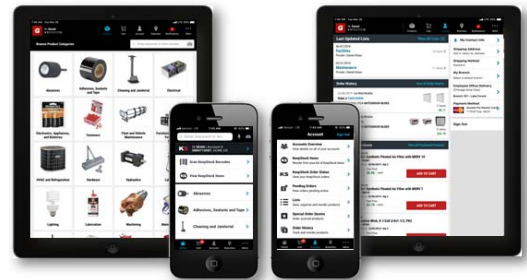
- **Custom Home Page and landing pages:** Grainger can customize the user experience by enabling customer specific content on the home page of Grainger.com. Grainger can set pages as the default landing page.
- **Personal & Shared Lists:** Grainger.com offers customers opportunity to create personalized lists of frequently purchased items and share with others on the account for simple repeat ordering.
- **Reporting (Order History Download):** Detailed order history information such as Order, Shipping, Payment, Product, Price/Quantity, Account Defaults is readily accessible.

Work Order Integration: Grainger.com can integrate Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process for reconciliation of purchases to work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order for a full view of project costs.

Integrations in several CMMS/work order systems allow users to click out to a Grainger site for shopping. Other integrations enable flat file

transfers to automate reconciliation of work orders and purchases. Grainger's eCommerce Solutions Managers will assess current work order and purchasing processes to streamline the process.

Mobile Apps: The Grainger mobile app includes many capabilities of Grainger.com and several unique features for a mobile workforce. Customers can use the Grainger app to find product, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for iPhone, iPad and Android devices and a mobile optimized web page.



In addition to the advanced search features of Grainger.com, the Grainger mobile app includes barcode scanning, item number scanning, voice search and location based lists to streamline purchasing of commonly used items. Users can establish KeepStock CMI programs and scan KS barcodes.

eProcurement solutions automate the purchase and invoicing of MRO purchases, eliminating many manual steps involved in processing transactions, and increasing data accuracy. With eProcurement, agencies control spend more effectively, increase the spend being managed, reduce purchasing agent overhead and improve requisition-to-order cost and cycle time. Grainger offers the following eProcurement solutions and services:

Electronic marketplaces: Grainger connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.

Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow.

Grainger can provide Oracle R12. A scoping call with the Grainger e-business integration team can determine specific need

and customization. Our experience with numerous customer platforms provides end-to-end integration capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost.

Some of Grainger's supported ERP and Supply Chain/Procurement Networks include:



Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets:

- Invoice - 810 ANSIx12, cXML , xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL
- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12

M. Does the Supplier propose to guarantee sales? If so, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_00 in year
one
\$_00 in year
two
\$_00 in year
three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Please see Letter of Clarification.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

[Please see Letter of Clarification.](#)

Detail Supplier's strategies under these options when responding to a solicitation.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Exhibit B

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), and _____ (“Supplier”).

RECITALS

WHEREAS, the _____ (the “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS**

Requirements for National Cooperative Contract

AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or

interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. 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 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 (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.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the 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 OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time 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 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.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners Public Sector

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Exhibit F

OMNIA PARTNERS EXHIBITS
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 with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror 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. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 Yes it does. _____ 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 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.

Does offeror agree? YES Yes it does. _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES Yes it does. _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES yes it does. _____ Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES yes it does. _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES No, it does not. Products can only be certified _____ Initials of Authorized Representative of offeror
on an individual basis, if applicable, once inquiry is made to manufacturer for verification.

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 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; 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..

Does Vendor agree? YES No, it does not. Products can only be _____ Initials of Authorized Representative of Vendor
certified on an individual product basis, if applicable, once inquiry is made to manufacturer for verification.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Yes it does. _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES Yes it does. _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES No, Contractor only agrees to those clauses _____ Initials of Authorized Representative of offeror
to which it has affirmatively responded.

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: W.W. Grainger, Inc. _____

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative: Ron Price

Email Address: Ron.Price@grainger.com

Signature of Authorized Representative:  Date: 4/8/19

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL
CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Exhibit G

OMNIA PARTNERS EXHIBITS
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 statutes. 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	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL 60045

State of Illinois

County of Lake

I, Ron Price of the College Station
Name City

in the County of Brazos, State of Texas
of full age, being duly sworn according to law on my oath depose and say that:

I am the Government Sales Manager of the firm of W.W; Grainger, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

W.W. Grainger, Inc.
Company Name

[Signature] Sr. Government Sales Mgr.
Authorized Signature & Title

Subscribed and sworn before me

this 8th day of April, 2019

[Signature]
Notary Public of Lake County
My commission expires 12/20, 201



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: W.W. Grainger, Inc.
Street: 100 Grainger Parkway
City, State, Zip Code: Lake Forest, IL 60045

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:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

② A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

(Exhibit G)

Public Work – Over \$50,000 Total Project Cost:

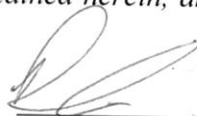
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/8/2019

Date


Sr. Government Sales Mgr.
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.


The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


4/18/2019
Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

^{*} N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**


C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc		
Address:	100 Grainger Parkway		
City:	Lake Forest	State:	IL Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

4/8/2019 

Ron Price

Government Sales Manager

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
Not applicable to the best of my knowledge.			\$

Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**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 Executive}

County Clerk

Surrogate

Sheriff

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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The Vanguard Group Percent ownership 10.43%* Home Address: 100 Vanguard Blvd. Malvern, PA 19355 *as of Dec 31, 2018	Name: Home Address:
Name: _____ Home Address: _____	Name: Home Address:
Name: _____ Home Address: _____	Name: Home Address:

Subscribed and sworn before me this <u>3rd</u> day of <u>April</u> , 20 <u>19</u> (Notary Public) <u><i>Irma Markoff</i></u> My Commission expires: <u>12/20/21</u>	<div style="text-align: right;">  (Affiant) </div> <div style="text-align: right;"> <u>4/8/2019</u> Ron Price, Government Sales Manager (Print name & title of affiant) (Corporate Seal) </div>
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OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

THIS FORM COULD NOT BE LOCATED USING THE ABOVE LINK.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Certification 4424

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-DEC-2018 to 15-DEC-2021

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST

IL 60045 5201



Handwritten signature of Elizabeth Maher Muoio in black ink.

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: W, W. GRAINGER, INC.
Trade Name:
Address: 100 GRAINGER PKWY
LAKE FOREST, IL 60045-5201
Certificate Number: 0092081
Effective Date: August 08, 1946
Date of Issuance: August 14, 2008

For Office Use Only:
20080814162754681

OWNERSHIP OF GRAINGER STOCK

Security Ownership of Certain Beneficial Owners

The following table sets forth information, as of December 31, 2018, concerning any person known to Grainger to beneficially own more than 5% of Grainger's common stock, as reported on Schedule 13G or Schedule 13G/A. The information in the table and the related notes is based on statements filed by the respective beneficial owners with the SEC pursuant to Sections 13(d) and 13(g) under the Securities Exchange Act of 1934, as amended.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
The Vanguard Group 100 Vanguard Boulevard Malvern, PA 19355	5,878,035(2)	10.43%
Susan Slavik Williams 4450 MacArthur Blvd., Second Floor Newport Beach, CA 92660	4,808,443(3)	8.5%
James D. Slavik 4450 MacArthur Blvd., Second Floor Newport Beach, CA 92660	3,669,085(4)	6.5%
BlackRock, Inc. 55 East 52nd Street New York, NY 10055	3,372,604(5)	6.0%
Longview Partners (Guernsey) Limited(6) PO Box 559 Mill Court La Charroterie St Peter Port Guernsey GY1 6JG United Kingdom	3,155,394(6)	5.6%

- (1) Unless otherwise indicated, percentages calculated are based upon Grainger common stock outstanding as set forth in the statements on Schedule 13G or 13G/A filed by the respective beneficial owners with the SEC.
- (2) Based on information provided in a Schedule 13G/A filed on February 11, 2019, The Vanguard Group has sole voting power with respect to 57,070 shares, shared voting power with respect to 11,332 shares, sole dispositive power with respect to 5,810,814 shares, and shared dispositive power with respect to 67,221 shares. Vanguard Fiduciary Trust Company, a wholly-owned subsidiary of The Vanguard Group, Inc., beneficially owns 42,105 shares or .07% of the common stock outstanding of the Company as a result of its serving as investment manager of collective trust accounts. Vanguard Investments Australia, Ltd., a wholly-owned subsidiary of The Vanguard Group, Inc., beneficially owns 39,493 shares or .07% of the common stock outstanding of the Company as a result of its serving as investment manager of Australian investment offerings. The Schedule 13G/A certifies that the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of Grainger.



2. Product

2. Product

a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered

Grainger offers the broadest product breadth in the industry, with over 1.7 million products covering more than 32 MRO categories. Grainger's strategy is to distribute the most comprehensive line of MRO products and service categories and anything related to small, medium and large commercial, government and institutional customers. Critical to our approach is an offering of scale and breadth encompassing each segment noted below. We compete directly and emphatically with specialized distributors and manufacturers across the MRO market. We use a range of specialty suppliers for our sourcing offer including local and national product vendors. We continually evaluate products and services to remain relevant to our customers. We add products and suppliers on a daily basis. During the past 18 months we added more than 300,000 products in top categories such as safety, hardware, electrical, and cleaning.

The following chart displays the number of SKUs in each of the categories outlined in the Scope of the Request for Proposal with the additional categories we are offering

Product Requirement Category	#SKUs
Motors & Power Transmission	47,640
Electrical Supplies	61,900
Lighting	10,560
Tools	64,856
Measuring Tools & Test Instruments	12,710
Pneumatic	29,558
Machining & Cutting Tools	259,990
Material Handling, Storage & Packing	88,127
Welding	11,394
Fasteners & Adhesives	87,588
Lubricants, Sealants & Paint	54,851
Safety & Security Supplies	240,651
Cleaning Equipment & Supplies	13,612
HVAC Supplies	39,436
Pumps & Plumbing	68,632
Emergency Preparedness	2,368
OTHER Categories Offered by Grainger	
Fleet and Vehicle Maintenance	23,653
Hardware	40,235
Office Supplies	11,400
Lab Supplies	70,035
Outdoor Equipment	8,168
Electronics and Appliances	5,704
Hospitality and Food Service	19,238

2. Identification and description of sub categories

Based on Grainger's category hierarchy and subcategory description, presented below are the subcategories for each required category listed in the RFP. Subcategories listed are representative and not all inclusive of available subcategories under each category.

a. **Motors & Power Transmission:** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

- DC Motors
- Definite Purpose AC Motors
- General Purpose AC Motors
- HVAC Motors
- Motor Supplies
- Pump Motors
- Replacement Parts
- Speed Controls, Encoders and Soft Starts
- Bearings
- Brakes and Clutches
- Bushings
- Chain and Tools
- Gearing
- Gearmotors
- Linear Motion
- Power Transmission Belts
- Replacement Parts
- Shaft Couplings, Collars, and Universal Joints
- Sheaves and Pulleys
- Speed Reducers
- Sprockets
- Tensioners and Tighteners
- Vibrators

b. **Electrical Supplies:** Distribution, controls, wire, cable, voice & data and supplies.

- Conduit
- Conduit Fittings
- Conduit Mounting
- Counters and Hour Meters
- Data and Communication
- Distribution
- Electrical Boxes
- Enclosures
- Encoders
- Extension Cords and Outlet Strips
- Fuses
- Ground Fault Protection
- Plugs and Receptacles
- Power Supplies
- Programmable Logic Controllers (PLC)
- Push Buttons
- Raceways
- Relays
- Replacement Parts
- Safety Switches
- Solar Panels and Accessories
- Solenoids
- Starters and Contactors
- Strain Relief
- Switches
- Temperature Controls
- Terminal Blocks
- Timers
- Transformers
- Voltage Regulation
- Wire and Cable
- Wire Connectors
- Wire Management
- Wireways

c. **Lighting:** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

- Ballasts
- Bulb and Lamp Recycling
- Emergency Lighting and Exit
- Lamps
- LED Rope and String Lights
- Lighting Controls and Control

- Signs
- Flashlights
- Hand and Portable Lamps
- Indoor Fixtures
- Indoor HID Fixtures
- Indoor LED Light Fixtures
- Job Site Lighting
- Systems
- Outdoor Area Fixtures
- Outdoor LED Light Fixtures
- Replacement Parts
- Task Lights
- Track and Recessed Lighting Fixtures
- Batteries

d. Tools: Hand, power, outdoor and automotive tools and tool storage

- Benders
- Carpet Tool Kits
- Clamps
- Communications Tools
- Crimping Tools
- Cutting Tools
- Drywall and Plastering Tools
- Electrical Tools
- Files
- Hammers and Striking Tools
- Hand Saws and Sawhorses
- Hand Tool Kits
- Impact Sockets and Bits
- Inspection and Retrieving Tools
- Marking Tools
- Masonry, Concrete and Tile Tools
- Measuring and Layout Tools
- Pliers
- Plumbing Equipment
- Plumbing Tools
- Prying Tools
- Pullers and Separators
- Punches, Chisels, and Hand Drills
- Cordless Tools
- Demolition Tools and Equipment
- Drain Cleaning Equipment
- Drilling Accessories
- Fastening Tools and Accessories
- Finishing Tools
- Heat Guns
- Masonry
- Pipe Threading and Grooving Equipment
- Power Drills
- Power Saws and Accessories
- Power Shears
- Replacement Parts
- Routers
- Tool Storage
- Replacement Parts
- Screwdrivers and Nut Drivers
- Sockets and Bits
- Specialty Safety Tools
- Staplers, Tackers, and Accessories
- Tool Storage and Transfer Tanks
- Vises
- Wrenches

e. Measuring Tools & Test Instruments: Calipers, gauges, inspection, micrometers and multimeters

- Air Movement
- Asphalt Testing
- Automotive Testing
- Combustion Testing
- Concrete Testing
- Data Recording
- Electrical Power Testing
- Electronic/Bench Testing
- Indoor Air Quality
- Nonelectrical Properties Testing
- Pavement Quality
- Pressure and Vacuum Measuring
- Process Monitoring
- Replacement Parts
- Temperature and Humidity Measuring

f. Pneumatic: Pneumatic tools and system components, air compressors and hydraulics.

- Air Compressor Accessories
- Pneumatic Hoses

- Air Compressors and Vacuum Pumps
- Compressed Air Treatment
- Distribution Equipment
- Hose and Cable Reels
- Hose Clamps
- Pneumatic Motors
- Pneumatic System Components
- Pneumatic Tools
- Pneumatic Tube Fittings
- Pneumatic Valves
- Replacement Parts

g. Machine & Cutting Tools: Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

- Cutting Tool Blanks
- Drilling and Holemaking
- Drilling Tools
- Finishing Supplies
- Indexable Inserts
- Indexable Tools
- Lathe Tool Posts and Tool Holders
- Machine Tool Accessories
- Machinery
- Machining Supplies
- Metalworking Fluids
- Milling
- Precision Measuring Tools
- Replacement Parts
- Shop Supplies
- Threading
- Tool Holders and Accessories
- Turning Tools
- Abrasive Blasting
- Abrasive Brushes and Wheel Kits
- Abrasive Dressing Products
- Abrasive Rolls and Kits
- Abrasive Sharpening Stones
- Cut-Off and Grinding Wheels
- Deburring Tools
- Flap Wheels
- Mounted Points and Kits
- Polishing
- Replacement Parts
- Sanding Belts and Kits
- Sanding Discs and Kits
- Sanding Hand Pads and Sponges
- Sandpaper and Kits
- Specialty Abrasives and Kits
- Surface Conditioning Wheels
- Tumblers and Media

h. Material Handling, Storage & Packing: Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

- Bags and Bag Accessories
- Below-the-Hook Lifting Accessories
- Bicycles and Scooters
- Cabinets
- Cargo Control
- Carton Staplers and Case Sealers
- Cartons and Mailers
- Casters and Wheels
- Chain and Chain Accessories
- Conveyors
- Cranes and Festoon Equipment
- Dock Equipment
- Dollies and Movers
- Drums and Drum Handling Equipment
- Forklifts and Forklift Attachments
- Furniture
- Office Furniture
- Organization and Storage
- Outdoor Furniture
- Indoor Furnishings
- Library and School Furniture
- Beds, Cribs and Mattresses
- Lifting Equipment
- Lifting Hardware
- Lifting Magnets and Suction Cup Lifters
- Lockers
- Mobile Utility and Tool Carts
- Mounts and Vibration Control
- Moving and Storage Bags
- Office and Medical Carts
- Packaging Tape Dispensers and Equipment

- Hand Trucks
- Heat Activated Shrink Wrap and Equipment
- Hoists and Trolleys
- Hoppers and Cube Trucks
- Ladders, Platforms and Scaffolding
- Replacement Parts
- Retail Carts and Trucks
- Rigging and Lifting Slings
- Stretch Wrap and Stretch Wrap Equipment
- Structural Framing Systems
- Structures and Sheds
- Utility Carts
- Winches
- Wire Rope and Fittings
- Pallet Jacks and Pallet Moving Equipment
- Protective Packaging and Accessories
- Ropes and Rope Supply
- Scales and Scale Accessories
- Shelving and Storage Racks
- Shipping Labels and Accessories
- Shipping Supplies
- Shop Furniture
- Stock Picking and Putaway Carts
- Storage Bins and Containers
- Storage Carts and Transport Trucks
- Strapping and Strapping Equipment
- Workbenches and Accessories

i. **Welding:** Welding equipment and supplies

- Arc Cutting and Gouging
- Filler Metals
- Fume Extractors and Accessories
- Gas Welding Equipment and Accessories
- MIG Welding and Accessories
- Multiprocess And Engine Driven Welders And Accessories
- Plasma Cutting And Accessories
- Replacement Parts
- Soldering
- Spot Welding And Accessories
- Stud Welding And Accessories
- Submerged Arc Welding
- Thermoplastic Welding
- TIG Welding And Accessories
- Weld Cleaning
- Welding Cables Grounds And Accessories
- Welding Chemicals
- Welding Ovens and Accessories
- Welding Safety Equipment
- Welding Supplies
- Welding Tables and Accessories
- Stick Welding And Accessories

j. **Fasteners & Adhesives:** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

- Anchors
- Bolts
- Hardware
- Hooks
- Key Stock
- Lanyards
- Manuals
- Measuring Equipment
- Nails
- Nuts
- Pins
- Retaining Rings
- Rivets
- Rods and Studs
- Socket Screws and Set Screws
- Spacers and Standoffs
- Staples
- Thread Insert
- Washers
- Adhesives and Glues
- Caulks, Sealants, and Fillers
- Concrete, Asphalt and Masonry
- Dispensing Guns
- Putties
- Replacement Parts
- Tapes
- Threadlockers and Gasket Sealants

- Screws

k. Lubricants, Sealants & Paint: Grease, oil, penetrates sealants, caulk and paint.

- Automotive Paints and Coatings
- Brushes, Rollers, and Trays
- Exterior Paints and Stains
- Interior Paints and Stains
- Paint and Wallpaper Tools
- Paint Booths and Accessories
- Paint Mixers, Shakers, and Accessories
- Paint Sprayers and Accessories
- Replacement Parts
- Specialty Paints, Coatings, and Additives
- Spray Paints and Primers
- Surface Protection and Dust Barriers

l. Safety & Security Supplies: Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security

- Arc Flash Protection
- Asbestos Abatement
- Confined Space Equipment
- Disposable and Chemical Resistant Clothing
- Emergency and Exam Room Supplies
- Emergency Eye Wash and Shower Equipment
- EMT and Rescue Supplies
- Ergonomics
- Exam Room Furnishings
- Eye Protection and Accessories
- Face Protection
- Fall Protection
- Fire Fighting Clothing and Accessories
- Fire Protection
- First Aid and Wound Care
- Flame Resistant and Arc Flash Clothing
- Footwear and Footwear Accessories
- Gas Detection
- Gloves and Hand Protection
- Head Protection
- Hearing Protection
- Identification Products
- IV Supplies
- Lockout Tagout
- Matting
- Medical Diagnostics and Monitoring Equipment
- Access Barriers and Crowd Control
- Detectors, Scanners, and Accessories
- Doors and Windows
- Key Control & Identification
- Mailboxes
- Padlocks
- Police and EMT Uniforms
- Replacement Parts
- Safes
- Security Alarms and Warnings
- Security Management and Law Enforcement
- Self Defense
- Specialty Locks
- Two Way Radios and Accessories
- Video Surveillance
- Portable Coolers and Beverages
- Rainwear
- Rehabilitation and Durable Medical Equipment
- Replacement Parts
- Respiratory
- Safety Alarms and Warnings
- Safety Storage
- Signs
- Spill Control Supplies
- Traffic Safety
- Training
- Water Safety
- Workwear
- Medical Oxygen Delivery and

Equipment

m. Cleaning Equipment & Supplies: Chemicals, equipment, restroom, paper, waste containers, cleaning.

- Brooms, Brushes, and Dust Pans
- Cleaning Chemicals
- Cleaning Equipment and Vacuum Cleaners
- Dust Mops, Dusters, and Cleaning Pads
- Floor Care
- Furniture Care
- Janitorial Carts and Supply Holders
- Odor Control
- Paper Products and Dispensers
- Personal Care Products
- Rags and Wipes
- Receptacles and Containers
- Recycling Equipment
- Replacement Parts
- Restroom Equipment
- Trash Bags
- Wet Mops, Squeegees, and Buckets

n. HVAC Supplies: Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers

- A/C Refrigeration and Accessories
- Air Conditioners and Accessories
- Air Filters
- Air Treatment
- Central Equipment
- Cooling Fans and Air Circulators
- Duct Fans and Accessories
- Ductwork, Venting, Fittings and Caps
- Electric Heaters and Accessories
- Electric Process Heaters and Accessories
- Exhaust Fans
- Fan Blades and Propellers
- Gas Heaters and Accessories
- Hot Water Heating and Supplies
- HVAC Controls and Thermostats
- HVAC Test Instruments
- Industrial Blowers and Accessories
- Oil and Kerosene Heaters and Accessories
- Oil Burners and Accessories
- Refrigeration Test Equipment
- Replacement Parts
- Roof Ventilators
- Roofing Repair Supplies
- Shutters, Dampers, and Louvers
- Specialty Fans and Accessories
- Specialty Heaters
- Tubeaxial Fans and Accessories
- Ventilation Equipment and Supplies

o. Pumps & Plumbing: Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.

- Bathroom Hardware
- Buriable Gas
- Ceiling Tiles and Accessories
- Check Valves and Backflow Preventers
- Drains
- Faucets
- Filtration
- Fixtures
- Aeration
- Centrifugal Pumps
- Chemical Pumps
- Circulating Pumps
- Condensate Pumps
- Coolant Pumps
- DEF Pumps and Pump Systems
- Diaphragm Pumps
- Drum and Barrel Pumps

- Float Valves and Accessories
- Flow Control Valves
- Flush Valves
- Garbage Disposals and Accessories
- Gas and Water Line Connectors
- Gaskets
- Hose Bibs and Hydrants
- Hoses
- Insulation
- Liquid Level Gauges and Sight Indicators
- Pipe and Test Plugs
- Pipe and Tubing
- Pipe Fittings and Couplings
- Pond Aeration
- Pressure and Temperature Control Valves
- Replacement Parts
- Rotary, Swivel and Expansion Joints
- Shut-Off Valves
- Sinks and Wash Fountains
- Solenoid Valves and Coils
- Strainers
- Toilets/Urinals
- Tube Fittings
- Electronics Cooling
- Engine Driven Pumps
- Filtration
- Flexible Impeller Pumps
- Fuel and Oil Transfer Pumps
- Machine Tool and Parts Washer Pumps
- Marine and RV Pumps
- Piston/Progressive Cavity/Roller Spray
- Pond Accessories
- Pool and Spa Pumps
- Pump Accessories
- Pump Controls
- Replacement Parts
- Rotary Pumps
- Sump, Effluent and Sewage Pumps
- Test Pumps
- Well Pumps
- Tubs and Showers
- Valve Actuators, Enclosures, and Accessories
- Waste Water Hangers
- Water Coolers, Dispensers and Fountains
- Water Heaters
- Water Treatment

p. **Emergency Preparedness:** Sandbags, first-aid supplies, disaster recovery products etc.



- Sandbags
- First-aid Supplies
- Disaster Recovery Products
- Incident Command and Triage Supplies
- Field Desks
- Earthquake Safety Devices
- Off-Grid Energy Equipment and Accessories
- Decontamination Shower Rinsing Wands and Shower Heads
- Whistles
- Emergency Water and Food Rations
- Emergency Lightstick Stations
- Decontamination Shower Supply Hoses
- Emergency Lightstick Station Accessories
- Decontamination Shower Decks and Elevation Grids
- Decontamination Shower Water Collection
- Decontamination Showers
- Emergency Response Cots and Beds

Other Emergency Preparedness Products can be found throughout Grainger's General Catalog. Communities across the US experience severe disasters. Grainger recognizes that Emergency Preparedness products, services and solutions are of extreme value. Grainger provides a broad and robust emergency response products and services that are available when needed. A summary is presented in the Value Add section.

q. Other Categories Offered by Grainger

- i. **Sourcing:** Grainger's Sourcing Team procures facilities maintenance products and services beyond the Grainger catalog. With access to more than 5 million products and more than 16,000 national and local suppliers, the team provides a total solution for **ALL 32 MRO categories and associated sub-categories** to acquire infrequent and low demand items. Grainger has business relationships with manufacturers critical to Member operations.



ii. Fleet and Vehicle Maintenance

- Auto Body Tools
- Automotive Chemicals
- Automotive Cleaning/Appearance
- Automotive Diagnostics and Inspection
- Automotive Electrical
- Automotive Exterior
- Automotive Interior
- Automotive Lifting Tools
- Automotive Lifting/Garage Equipment
- Automotive Lubricants
- Automotive Maintenance Tools
- Automotive Mechanical
- Automotive Towing
- Replacement Parts
- Tire and Wheel
- Vehicle Lighting

iii. Hardware

- Braces and Brackets
- Door Hardware
- Door Locks and Deadbolts
- Drawer and Cabinet Hardware
- Electromagnetic Locking Systems
- Garage Door Openers
- Hardware Supplies
- Keyless Access Locks
- Latches, Hasps, and Hinges
- Magnets and Magnetic Strips
- O-Rings and O-Ring Kits
- Replacement Parts
- Springs
- Wall and Hand Rail Hardware
- Window Hardware

iv. Office Supplies

- Audio Visual Equipment
- Binders and Clipboards
- Boards and Easels
- Business Cases
- Calendars and Planners
- Clips, Push Pins, and Rubber Bands
- Clocks and Time Clock Systems
- Computer Supplies and Media
- Document Covers, Displays, and Frames
- File Folders and Boxes
- Office Organizers
- Office Paper and Notebooks
- Replacement Parts
- Retail Supplies
- Stamps and Ink Pads
- Staplers, Tape Dispensers, and Hole Punches
- Writing and Correction
- Laminating and Binding Equipment
- Office Cleaners
- Office Machines and Calculators
- Flags, Flag Poles, and Accessories
- Ink and Toner

v. Lab Supplies

- Agricultural Testing
- Chromatography
- Lab Chemicals
- Lab Consumables
- Lab Diagnostics
- Lab Equipment
- Lab Filtration
- Lab Fume Hoods and Accessories
- Lab Furniture
- Lab Instruments
- Lab Ovens, Heating and Refrigeration
- Lab Utensils
- Labware
- Material Testing Equipment
- Microbiology and Molecular Biology Supplies
- Particle Sizing Physical Test Equipment and Accessories
- Replacement Parts
- Soil Testing
- Water Quality and Purification
- Water Testing Equipment and Meters
- Lab Storage and Transport
- Laboratory Education and Training

vi. Outdoor Equipment

- Camping Equipment
- Concrete Mixing and Preparation
- Crop, Nursery, and Landscaping
- Cutting and Pruning Tools
- Electrical Generators
- Engines
- Fencing and Fencing Hardware
- Forestry
- Hoses and Sprinkler Systems
- Insect and Pest Control
- Lawn Sweepers, Rollers and Aerators
- Replacement Parts
- Shovels, Tampers, and Digging Tools
- Snow and Ice Removal
- Soil Treatment and Weed Control
- Sprayers and Spreaders
- Temporary Outdoor Structures and Accessories
- Wheelbarrows and Wheelbarrow Accessories
- Power Brushes, Yard Vacuums and Leaf Blowers
- Pressure Washers and Accessories
- Rakes and Cultivating Tools
- Mowers and Trimmers

vii. Electronics and Appliances

- Appliances
- Communications
- Electronics
- Intercoms and Speakers
- Replacement Parts

viii. Hospitality and Food Service

- Bed, Bath and Table Linens
- Beds, Cribs and Mattresses
- Exercise Equipment
- Flooring
- Food Processing
- Food Service Apparel
- Food Service Appliances and Equipment
- Food Service Concession
- Food Service Cookware and
- Food Service Tableware, Bar, and Buffet
- Hospitality Uniforms and Workwear
- Indoor Furnishings
- Laundry Supplies and Equipment
- Library and School
- Luggage Carts and Racks
- Pool and Spa Equipment
- Recreational Games
- Food Service Snack Foods and Condiments

- Preparation
- Food Service Disposables and Dispensers
- Food Service Storage and Transport
- Team Sports Equipment
- Equipment Replacement Parts

3. Identification and description of manufacturers within each sub category

Grainger is proud to offer products from brand-name and specialized industry leading manufacturers. Manufacturers and Suppliers listed are representative of each category and not all inclusive of our 5,200 catalog manufacturers.

a. Motors & Power Transmission

- | | | |
|-------------------|----------------------|---------------|
| ✓ Century | ✓ Schneider Electric | ✓ Contitech |
| ✓ Marathon Motors | ✓ Fasco | ✓ Ntn |
| ✓ Weg | ✓ Genteq Tb Wood's | ✓ Ruland |
| ✓ Baldor Electric | ✓ Tsubaki | Manufacturing |
| ✓ Ametek Lamb | ✓ Vibco | ✓ Skf |
| ✓ Leeson | ✓ Continental | ✓ Duff-Norton |
| ✓ Dart Controls | ✓ Sealmaster | ✓ Bessey |

b. Electrical Supplies

- | | | |
|------------------|----------------------|-----------|
| ✓ Square D | ✓ Tripp Lite | ✓ Panduit |
| ✓ Hubbell Wiring | ✓ Eaton | ✓ Omron |
| Device-Kellems | ✓ Southwire Company | ✓ Carol |
| ✓ Eaton Bussmann | ✓ Schneider Electric | |

c. Lighting

- | | | |
|---------------------|-------------------|-----------------|
| ✓ GE Lighting | ✓ Philips | ✓ Lutron |
| ✓ Lithonia Lighting | ✓ Recyclepak | ✓ Shat-R-Shield |
| ✓ Advance | ✓ Light Efficient | ✓ Duracell |
| ✓ Streamlight | Design | ✓ Energizer |
| | ✓ Pelican | |

d. Tools

- | | | |
|---------------|-------------------|-----------------------|
| ✓ Proto | ✓ Pacific Handy | ✓ Makita |
| ✓ Ridgid | Cutter, Inc | ✓ Bosch |
| ✓ Klein Tools | ✓ Sk Professional | ✓ Jet |
| ✓ Stanley | Tools | ✓ Morse |
| ✓ Jobox | ✓ Knipex | ✓ Husqvarna |
| ✓ Greenlee | ✓ Milwaukee | ✓ Lenox |
| ✓ Channellock | ✓ Dewalt | ✓ Baileigh Industrial |
| | ✓ Ridgid | |

e. Measuring Tools & Test Instruments

- | | | |
|------------|---------------------|-------------|
| ✓ Fluke | ✓ Amprobe | ✓ Megger |
| ✓ Extech | ✓ Dwyer Instruments | ✓ Traceable |
| ✓ Flir | ✓ Winters | ✓ Tsi Alnor |
| ✓ Ashcroft | | |

f. Pneumatic

- | | | |
|------------------|---------------------|-----------------|
| ✓ Ingersoll Rand | ✓ Gast | ✓ Legris |
| ✓ Reelcraft | ✓ Chicago Pneumatic | ✓ Guardair |
| ✓ Aro | ✓ Wilkerson | ✓ Fuji Electric |
| ✓ Parker | | |

g. Machine & Cutting Tools

- | | | |
|--------------------|----------------|---------------------|
| ✓ Chicago-Latrobe | ✓ Cleveland | ✓ 3M Cubitron II |
| ✓ Mitutoyo | ✓ Irwin Hanson | ✓ Dewalt |
| ✓ Starrett | ✓ Jet | ✓ United Abrasives- |
| ✓ Cle-Line | ✓ Norton | Sait |
| ✓ Widia Gtd | ✓ Weiler | ✓ Ballotini |
| ✓ Sandvik Coromant | ✓ OSG | ✓ Arc Abrasives |
| ✓ Scotch-Brite | ✓ 3M | ✓ Merit |

h. Material Handling, Storage & Packing

- | | | |
|--------------|--------------|---------------------|
| ✓ Rubbermaid | ✓ Cotterman | ✓ Hallowell |
| ✓ Werner | ✓ Durham | ✓ Strong Hold |
| ✓ Akro-Mils | ✓ Harrington | ✓ Husky Rack & Wire |
| ✓ Tensco | | |

i. Welding

- | | | |
|--------------------|---------------|---------------|
| ✓ Miller Electric | ✓ Steiner | ✓ Weller |
| ✓ Lincoln Electric | ✓ Bernzomatic | ✓ Magnaflux |
| ✓ Victor | ✓ Techspray | ✓ Worthington |
| ✓ Harris | | |

j. Fasteners & Adhesives

- | | | |
|---------------------------|---------------------|---------------|
| ✓ Red Head | ✓ Heli-Coil | ✓ Bostitch |
| ✓ Dewalt | ✓ Mkt Fastening | ✓ Pop Avdel |
| ✓ Engineered By
Powers | ✓ Tapcon | ✓ Foreverbolt |
| ✓ Ken Forging | ✓ Tamper-Pruf Screw | |

k. Lubricants, Sealants & Paint

- | | | |
|------------------|-----------|---------------------|
| ✓ Rust-Oleum | ✓ Binks | ✓ Krylon Industrial |
| ✓ Polar Plastics | ✓ Rae | ✓ Sunnyside |
| ✓ Wooster | ✓ Premier | ✓ Pratt & Lambert |
| ✓ Graco | | |

l. Safety & Security Supplies

- | | | |
|------------------------|-----------------------|-----------------|
| ✓ Ansell | ✓ Miller | ✓ Motorola |
| ✓ 3m | ✓ Notrax | ✓ Master Lock |
| ✓ Brady | ✓ 3m Dbi-Sala | ✓ 5.11 Tactical |
| ✓ Microflex | ✓ Garrett Metal | ✓ Mr. Chain |
| ✓ Dupont Mcr
Safety | ✓ Detectors | ✓ BANNER Stakes |
| ✓ Msa | ✓ Tensabarrier | ✓ Tydenbrooks |
| ✓ Honeywell | ✓ Salsbury Industries | |
| | ✓ Retracta-Belt | |

m. Cleaning Equipment & Supplies

- | | | |
|-------------------|---------------|----------------|
| ✓ Georgia-Pacific | ✓ Ability One | ✓ 3m |
| ✓ Rubbermaid | ✓ Diversey | ✓ Crc |
| ✓ Gojo | ✓ Purell | ✓ Simple Green |
| ✓ Wypall | | |

n. HVAC Supplies

- | | | |
|--------------|-----------------|--------------------|
| ✓ Friedrich | ✓ Movincool | ✓ Qmark |
| ✓ Air King | ✓ Power Breezer | ✓ Johnson Controls |
| ✓ Honeywell | ✓ Nu-Calgon | ✓ Fostoria |
| ✓ Frigidaire | | |

o. Pumps & Plumbing

- | | | |
|--------------|-------------------|-------------------|
| ✓ Sloan | ✓ Watts | ✓ Technology |
| ✓ Armstrong | ✓ Apollo | ✓ Bell & Gossett |
| ✓ Redhat | ✓ Little Giant | ✓ Fill-Rite |
| ✓ Elkay | ✓ Zoeller | ✓ Liberty Pumps |
| ✓ Parker | ✓ Aro | ✓ Sandpiper |
| ✓ Zurn | ✓ Goulds Water | ✓ Finish Thompson |
| ✓ Rheem-Ruud | ✓ Chicago Faucets | ✓ Flint & Walling |

p. Emergency Preparedness *

- | | | |
|--------------------|----------------------|----------------|
| ✓ Medsource | ✓ Kamp-Rite Tent Cot | ✓ Dqe, Inc. |
| ✓ Ultratech | Inc | ✓ Chemlight By |
| ✓ Justrite | ✓ Meal Kit Supply | Cyalume |
| ✓ Fsi | ✓ Pelican | Technologies |
| ✓ Quakehold! | ✓ Dms | ✓ Snaplight By |
| ✓ Classic Plastics | ✓ Biolite | Cyalume |
| Corp | ✓ Asp | Technologies |
| ✓ Surepak | | ✓ Teksport |

i. Sourcing:

In 2018, Grainger engaged 16,000 sourcing suppliers to satisfy customer needs. To see an example of the wide variety and manufactures please see **1 Grainger Sourcing** in the Appendix.

ii. Fleet and Vehicle Maintenance

- | | | |
|-------------------|--------------------|-------------|
| ✓ Baldwin Filters | ✓ Buyers Products | ✓ Peak |
| ✓ CRC | ✓ Associated Equip | ✓ Reese |
| ✓ OTC | ✓ 3M | ✓ Valvoline |
| ✓ Gray | | |

iii. Hardware

- | | | |
|---------------|------------------|--------------------|
| ✓ Lcn | ✓ Kaba | ✓ Velcro Bran |
| ✓ Norton Door | ✓ Schlage | ✓ Trilogy By Alarm |
| Closers | ✓ National Guard | Lock |

- ✓ Rockwood
- ✓ Yale

- ✓ Sargent

iv. Office Supplies

- ✓ Quartet
- ✓ HP
- ✓ Sharpie
- ✓ Nylglo

- ✓ Ghent
- ✓ Ability One
- ✓ Best-Rite

- ✓ Balt
- ✓ Saunders
- ✓ Tough-Tex

v. Lab Supplies

- ✓ Labchem
- ✓ Dynalon
- ✓ American Biotech Supply

- ✓ Spectrum
- ✓ Extech
- ✓ Oakton
- ✓ Qorpak

- ✓ Techspray
- ✓ Branson
- ✓ SP Scienceware

vi. Outdoor Equipment

- ✓ Generac
- ✓ Premiere
- ✓ Mi-T-M
- ✓ Honda

- ✓ Echo
- ✓ Chapin
- ✓ Dewalt

- ✓ Ariens
- ✓ Snowex
- ✓ Briggs & Stratton

vii. Electronics and Appliances

- ✓ RCA
- ✓ Sharp

- ✓ Frigidaire
- ✓ Streamlight
- ✓ LG Electronics

- ✓ Speco Technologies
- ✓ Peerless
- ✓ Ritron

viii. Hospitality and Food Service

- ✓ Dixie
- ✓ Hirsh
- ✓ Bevco

- ✓ Rubbermaid
- ✓ Dart

- ✓ Cortech
- ✓ OFM Inc.
- ✓ Balt

- b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger offers customers over 1.7 million products provided from more than 5,200 key suppliers covering over 32 MRO categories. Products are strategically stocked across the United States in our Grainger owned and operated 14 state-of-the-art distribution centers, 250 branches, or through managed inventory at a customer location. The DC network stocks approximately 650K of the most popular fast moving items.

While not all products are currently stocked in our DC's, Grainger will meet the City of Tucson's requirements. Grainger's supply chain technology enables each branch to customize their inventory to meet local customer demands. Grainger brings together particular customer demand, sources of supply, and Grainger's distribution operations. The objective of Grainger's supply chain is to deliver product same or next day after it's ordered.

c. How are green products identified in your catalog? Online ordering?

Catalog Green Product Identification: The Grainger catalogs include designators of Green Products or EPP certifications, as illustrated below.

9 1/2" x 9 1/4"	250	1	3 1/4"	Brown	Tough Guy	38C403	38C403	16
9 1/4" x 9 1/16"	250	1	3 1/4"	White	Georgia-Pacific	2212014	39FK92	8
C-Fold								
10 1/8" x 13 1/4"	200	1	3 3/8"	White	Georgia-Pacific	20241	4CJ76	12
10 1/8" x 13 1/4"	240	1	3 3/8"	White	Georgia-Pacific	25190	2U227	10 †
9" x 13"	2400	1	3 1/2"	White	Tough Guy	448K96	448K96	12
10 1/8" x 13 1/4"	120	2	3 3/8"	White	Georgia-Pacific	23000	3JG99	12
10" x 13"	200	1	3 3/8"	White	Georgia-Pacific	2112014	39FK91	6
Single Fold								
9 1/4" x 10 1/4"	250	1	5 1/16"	White	Georgia-Pacific	20904	5UWN4	16 *
9 1/4" x 10 1/4"	250	1	5 1/16"	Brown	Georgia-Pacific	23504	4CJ75	16 *
10 1/4" x 9 1/4"	250	1	5 1/16"	Brown	Tough Guy	36P068	36P068	16

* Meet EPA guidelines for post-consumer recycled fiber content. † Green Seal GS-1 Standard Certified



Grainger uses specific designators in our hard copy catalog to identify green products

Online Green Product Identification: The City of Tucson and OMNIA Members can easily identify environmentally preferable products on Grainger.com. When searching for products simply look for the Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.



Grainger provides the City of Tucson and OMNIA Members with the ability to shop for all certified products by clicking the certification logo provided on the grainger.com/green website. End users can also narrow search results to identify environmentally preferable certifications and attributes that meet their specific requirements. All EPP products on Grainger's shelves will have EPP product labels.



GREEN CERTIFICATION	
<input type="checkbox"/>	DesignLights Consortium (DLC) (1857)
<input type="checkbox"/>	ENERGY STAR (1004)
<input type="checkbox"/>	Forest Stewardship Council (FSC) Certified (323)
<input type="checkbox"/>	GREENGUARD Certified (8025)
<input type="checkbox"/>	GREENGUARD Gold (495)
<input type="checkbox"/>	NEMA Premium Rated (712)
<input type="checkbox"/>	SCS Indoor Advantage Certified (2602)
<input type="checkbox"/>	UL Environment Claims Validation (1753)
<input type="checkbox"/>	USDA Certified Biobased Product (424)
<input type="checkbox"/>	WaterSense Approved (784)

The City of Tucson and OMNIA Members can narrow their search results by checking the environmentally preferable certification and attribute they are searching.

d. Do you offer "Private Line" products? Please describe.

Yes, Grainger offers 151,000 SKU's, across several brands in our private label offering. These brands include Air Handler, Condor, Westward, Dayton, LumaPro, Speedaire, and Tough Guy.

Private Brand	Products
	Air Filtration Products: Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration
	Personal Protective Equipment: Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, Safety Glasses, Safety Goggles, Dust Masks, Safety Footwear
	Industrial Hand Tools: Tool Storage, Master Tool Sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety
	Electromechanical and Material Handling: Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationary Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches
	Lighting and Fixtures: Lamps, Ballasts, Desk Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task and Track Lighting
	Pneumatics: Abrasive Blasters, Air Compressors and Accessories, Air Dryers, Low Oil Monitors, Compressor/Generators, Desiccant Dryers, Dry Air Systems, Hose Reels, Oil Filters, Spray Guns and Accessories
	Janitorial Supplies: Cleaning Chemicals, Cleaning Supplies, Hand and Personal Hygiene, Restroom Equipment, Waste Containers and Liners

Quality - The quality of Grainger's Private Brand offering meets or exceeds those of national brands. Products with the Grainger Choice designation are continually evaluated by Grainger product managers and engineers for dependability and durability to ensure performance.

Value - Private Brands help The City of Tucson and OMNIA Members save time and money. Most items are stocked in Grainger's distribution network and are exclusive to Grainger. The Grainger warranty promise is fully applicable.

Selection - From safety supplies, hand tools, motors to material handling, pneumatics and cleaning products, The City of Tucson and OMNIA Members will find a strong and diverse selection of Private Brand products.

- e. Submit all information that will aid the City in evaluating your proposal.

Grainger is offering an innovative solution aimed at benefiting the City of Tucson, OMNIA and the Participating Public Agencies. Our offer includes but is not limited to meaningful benefits, a newly revised incentive program, an advanced technology driven supply chain, and solutions tailored for the Government Sector.

Grainger's contract solution benefits the City of Tucson, OMNIA Members and Participating Public by:

- A **dedicated** Public Sector Sales team for the City of Tucson and OMNIA Members whose purpose, training, and solutions public agency's expectations for compliance, value, and service.
- A competitive price offer covering all Grainger categories including a newly revised incentive program that reaches all aspects of the City of Tucson and OMNIA member operations

- A comprehensive reporting model for Government customers aligned to specific requirements across acquisition, operations and audit.
- A National core list consisting of approximately **2,000** frequently purchased items by cities, counties and education customers
- A National functional alternative SKU list parallel to the market basket offered to all participating agencies.
- City of Tucson and OMNIA member **Custom Core List**
- Distributor Alliance Program for local small business participation
- Experience with and expertise and knowledge of the City of Tucson.
- Extensive product line and related services of over 1.7 million SKUs covering 32 MRO categories with \$1.3 billion available inventory
- Over 16,000 sourcing suppliers to meet specialty needs for items not offered in Grainger's catalog
- Ongoing engagement with the City of Tucson personnel to address contract expectations, changing priorities, and highlight new MRO products and innovative solutions Same day / next day product shipping with standard Pre-Paid Freight /
- A physical presence in the state of Arizona since 1954, approximately 880 Grainger employees live and work in Arizona.

Grainger Specialized Government Solutions | From state agencies, education, and local municipalities, Grainger has built key solutions that go beyond MRO including: Department of Transportation, Corrections, Law Enforcement, Firefighting, Emergency Medical Services, and Waterworks.

Department of Transportation and Public Works: Grainger has products and solutions compliant with the Federal Motor Carrier Safety Regulations and offers HAZMAT online courses to DOT shipping labels and handbooks. Our solutions increase productivity, reduce maintenance backlog and increase the lifespan of your equipment and other assets.



Corrections: Grainger offers food trays, uniforms and mattresses, metal detectors, security cameras, energy-efficient solutions, and personal protective equipment.

Law Enforcement: Grainger offers thousands of items including tactical vests, cutaway armor, carrier vests and specific body part protective armor.

Firefighting: Grainger offers firefighter gear, search and rescue equipment, and fire station essentials that meet or exceed industry standards. Grainger's After-Hours Emergency Services help emergency service agencies get exactly what they need.

Emergency Medical Services: Grainger offers an extensive selection of EMS and rescue supplies designed to help comfort, manage and transfer patients during

emergency situations, and bariatric boards, stretcher and first aid cots, immobilizers, trauma kits as well as CPR masks to help you safely and efficiently transport patients.

Waterworks: Grainger offers pumps, testing equipment and meters to blowers, lab supplies and personal protective equipment, we've got top-quality items to help you maintain your critical waterworks infrastructure. Solutions include Security, Inventory Management, Energy Efficiency, and Emergency Preparedness.



Distribution Capabilities | Tucson and OMNIA Members product orders are available for immediate pick-up, same-day shipment, or same-day delivery. Grainger's standard operations encompass the following capabilities:

1. **On-hand Inventory:** Over \$1.3 billion in on-hand inventory immediately available to deliver to our customers to provide over 95% with next day service.
2. **Customer Specific Inventory Stored Locally:** Storage of customer-specific inventory at local branches or distribution centers to mitigate potential stock-outs in emergencies.
3. **Immediate Shipment:** 99.6% of in-stock products ship within 24 hours from Grainger's North American network of distribution centers. Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. Through the use of commercial carriers, such as UPS, customers receive most shipments the following business day. Additionally, Grainger uses local delivery sources for emergency and other expedited requests.
4. **Large Square Footage:** Grainger's distribution network represents approximately 25 million square feet, making Grainger one of the largest square footage suppliers in the industry
5. **State of the Art Technology in DCs:** State-of-the-art, LEED Certified distribution centers quickly process customer orders and speed the pick-pack-ship activities for our warehouse personnel.
6. **Knowledgeable Branch Personnel Support:** Grainger branch personnel provide support and services Monday – Friday, 8am – 5pm to assist customers. Services include:
 - Technical product support
 - Search and select product assistance (in person, phone or email)
 - Order placement
 - Maintain and manage customer specific inventory
 - Product return services
 - Call ahead "Will-Call" support for customer product needs
7. **Integrated Distribution Network:** Grainger communications networks link branches and distribution centers across the country to allow total asset visibility to meet customer needs expeditiously. This results in almost instantaneous transmittal of product inventory and shipment information. When a Grainger Customer Service Associate (CSA) receives a customer inquiry, the



CSA not only has access to the local branch inventory records but access to the national inventory records for the product at each branch and distribution center across the nation.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. Through commercial carriers, such as UPS, customers receive most shipments the following business day. Grainger uses local delivery sources, such as messenger services or common carriers, which assure emergency and other expedited deliveries.



3. Services

3. Services

- a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

Grainger has responded to all service requirements noted in this solicitation. In addition, we detail below other value added services.

1. Policies and programs detailing your efforts in these areas.

Grainger describes below the policies and programs offered in this response

2. Literature explaining your capabilities.

Please see the **Appendix** for all Literature presented in this section

3. Submit all information that will aid the City in evaluating your proposal.

See detailed description of programs offered below

1. Sourcing:

1. from non-catalog suppliers,
2. of line card extensions of catalog suppliers,
3. for custom products, and
4. for OEM repair parts and accessories.

Grainger's dedicated sourcing team procures those MRO Materials and supplies products not found in the Grainger General Catalog. Knowing our customer's facilities are specialized and that product lead times are critical, Grainger works with **local and national suppliers** throughout the US to address specialized customer product needs.

Grainger's sourcing team leverages Grainger's buying power for miscellaneous related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over 16,000 suppliers and more than five (5) million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines.

Grainger sourcing team accomplishes this through:

- A centralized, dedicated, and experienced team to quote and manage orders.
- An expanded assortment through a large supplier network of manufacturers and distributors. This generally includes:

- ✓ Expanded offering from core (Catalog) suppliers
- ✓ Products from non-core suppliers
- ✓ Custom products
- ✓ Select services
- ✓ Shipping orders directly from suppliers to Grainger customers

2. **Software Punch-out Capability: The capability of your electronic ordering system to interface with an agencies inventory software system**

With our eCommerce capabilities, customers may choose to order over the Internet through Grainger.com, place an EDI order or order through a procurement solution such as Ariba, SAP, or Oracle.

Grainger.com is Grainger's solution that allows users to find the products they need, compare like items, and purchase products efficiently. Users can also access real time availability and track purchase history. This solution is available on a desktop computer as well as on mobile devices

Advanced Features of Grainger.com provide the approval, spend limits, workflow, and reporting features of Grainger.com and improve control over spend and increase contract compliance with these features.

Enhanced Features: Grainger.com offers enhanced features for greater purchasing control and a customized experience. Through customizable spend management and order visibility functionality, Grainger' aims to help customers manage expenses more efficiently allowing you to create customizable order approval workflows and spend limits per user.

Workflow Management Controls: Grainger's Order Management Solutions has no limitations today regarding order management through receipt of payment.

The City of Tucson and OMNIA Members are able to control and manage their workflow and spend management when registered and logged into Grainger.com. Grainger's order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. The workflow controls described here are administered by the individual Purchasing Entity.

Grainger's online Order Management System allows Members to:

- Establish an approval process for orders that exceed Member-specified dollar limits
- Set a budget for individual users on a per week, month or year and then track their spend with reporting
- Designate specific users as approvers
- Apply spend limits & default approvers across multiple users or groups of users
- Add notes to the order as it is sent for approval

- Modify delivery and payment information on orders submitted for approval
- Add, remove or change item quantities on orders submitted for approval
- Apply a payment method from your profile to a pending order
- Set order approval rules based on Market Basket items

Work Order Integration: Grainger can integrate with customer Work Order Management Systems. This is performed through Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases from work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving, and assigns product cost to the work order.

Order Management Dashboard

Click edit to manage individual user settings and view the workflow relationships of that user. You can access other features using links at the top of the page.
 Define spend limits per order, month, quarter or year. Add new spend limit amounts [here](#) or [apply existing limits to all users](#) on this account.

Filter By

[View Workflow](#) | [Manage & Apply Spend / Approval Limits](#)

Name	Spend Limit	Total Amount Spent to Date	Item Approval	Approval Limit	Approvers
Aaron, Hank LONGMONT, CO	\$1,000.00 per month	\$0.00	Requires Item Approval	\$1,000.00	Brees, Drew <input type="button" value="Edit"/>
Baez, Javy LINCOLNSHIRE, IL	\$1,000.00 per month				<input type="button" value="Edit"/>
Belichick, Bill LINCOLNSHIRE, IL	\$250.00 per order				BEAN <input type="button" value="Edit"/>
Bennett, Philip LINCOLNSHIRE, IL	\$250.00 per order				<input type="button" value="Edit"/>
Bortles, Blake Lincolnshire, IL	All Orders Require Approval				<input type="button" value="Edit"/>

Add & Apply Spend / Approval Limits To Multiple Users

Add Spend Limits

Spend Limit per Spending Period

Orders for more than this amount will require approval.

Current Limits

All orders require approval
 Does not require approval

- \$100.00 / quarter [edit](#) | [delete](#)
- \$250.00 / order [edit](#) | [delete](#)
- \$500.00 / month [edit](#) | [delete](#)
- \$500.00 / year [edit](#) | [delete](#)
- \$999.00 / order [edit](#) | [delete](#)
- \$1,000.00 / month [edit](#) | [delete](#)
- \$1,200.00 / month [edit](#) | [delete](#)
- \$2,500.00 / quarter [edit](#) | [delete](#)
- \$5,000.00 / month [edit](#) | [delete](#)

Add Approval Limits

Approval Limit

Orders for more than this amount will require additional approval.

Current Limits

No approval rights
 Can approve any order

- \$0.01 / order [edit](#) | [delete](#)
- \$500.00 / order [edit](#) | [delete](#)
- \$1,000.00 / order [edit](#) | [delete](#)
- \$1,500.00 / order [edit](#) | [delete](#)

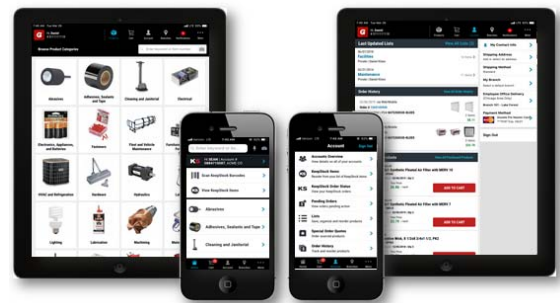
Grainger has established full integrations with some CMMS/work order systems, which allow users to click out to a Grainger site for shopping. Other integrations have been established enabling flat file

transfers to automate the reconciliation of work orders and purchases. Grainger's eCommerce Solutions Managers can assess current work order and purchasing processes and streamline this process with the solutions mentioned above.

Other enhanced features include:

- **Custom Home Page and landing pages:** Grainger can customize the user experience by enabling customer specific content on the home page of Grainger.com. Grainger can also set certain pages as the default landing page for the Grainger.com experience.
- **Personal & Shared Lists:** Grainger.com offers customers the opportunity to create personalized lists of frequently purchased items and share those with others on the account for simplicity of repeat ordering.
- **Reporting (Order History Download):** Easy access to detailed order history information such as Order, Shipping, Payment, Product, Price/Quantity, Account Defaults, and more.

Mobile Apps: The Grainger mobile app includes most of the same great capabilities as mentioned above on Grainger.com as well as a few unique features for a mobile workforce. Omnia members can use the Grainger app to find product, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for iPhone, iPad and Android devices as well as a mobile optimized web page.



In addition to the same great search features found on Grainger.com, the Grainger mobile app includes barcode scanning, item number scanning, voice search and location based lists to streamline purchasing of commonly used items. Users can also establish KeepStock CMI programs and scan KS barcodes with the Grainger app. The Grainger mobile apps make it easy for you to get the supplies you need while you are on the go.

eProcurement solutions automate the purchase and invoicing of MRO purchases, eliminating many of the manual steps involved in processing transactions, and increasing data accuracy. With eProcurement, companies are able to control spend more effectively, increase the amount of spend being managed, reduce purchasing agent overhead and improve requisition-to-order cost and cycle time. Grainger connects to

customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards such as EDI and cXML. Grainger also offers a shopping solution comprised of Grainger specific data deployed behind the customer's firewall.

Grainger offers the following eProcurement solutions and services:

Electronic marketplaces: Grainger connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.

Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger offers the ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers who wish to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow.

Grainger can provide Oracle R12, and a scoping call with our e-business integration team to determine specific need and customization will ensure proper integration. Our experience with over 125 customer platforms (including those in the graphic below) gives us an end-to-end integration capability to drive streamlined processes resulting in cost savings through productivity enhancements and reduction of direct ordering cost. We have a dedicated team of experts that will assist with customization and implementation.

Some of Grainger's supported ERP and Supply Chain/Procurement Networks include:



Supported eProcurement Transactions: Grainger also supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets:

- Invoice - 810 ANSIx12, cXML, xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL
- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL

- Ship/Bill Notice - 856 ANS1x12
- Functional Acknowledgement - 997 ANS1x12

3. Installation, Repair, Maintenance & Turnkey Solutions & Services: The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues

Grainger will assist City of Tucson and OMNIA Members in working with manufacturers, suppliers and third party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Provided in **Exhibit 4 Grainger's Value Added Services**, are Grainger's value added fee and non-fee MRO related solutions. Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider. Grainger will continue to adjust services offered as solutions become available.

Grainger's offerings of value added support services of products or equipment include:

- Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services.
- Turnkey service offerings include materials, labor, recycling, rebate administration and tax deduction documentation, if applicable.
- Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

4. Inventory Solutions: Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.

Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Beyond industry-standard **vending** machines, Grainger's portfolio provides both **customer-managed (CMI)** and Grainger **vendor-managed (VMI)** inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within a facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com.






VMI KEEPSTOCK® ONSITE: This solution offers inventory support from a Grainger Inventory Management Specialist. This resource helps agencies identify inventory needing replenishment through defined minimum/maximum inventory levels and can assist with inventory restocking. The onsite resource may assist with invoice inquiries, product returns and expediting orders.

The agency keeps control of overall inventory needs; the Grainger team member will:

- Identify Inventory Needing Replenishment
- Manage inventory levels to the established minimum maximum levels
- Organize inventory and restock products in proper location
- Cross-reference Grainger items from your approved purchase requisitions and orders
- Coordinate Grainger resources to identify the best product solutions.
- Scan managed items and place spot buy orders as needed
- Handle invoice inquiries, process product returns, and expedite orders
- Source hard-to-find products
- Document standard operating procedures at customer locations to provide direction to back-up resources to ensure continuity of service
- Comply with the safety and inspection requirements of the facility
- Understand Inventory Needs for ongoing insight



KEEPSTOCK® VENDING: Grainger offers a variety of KeepStock® Secure vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for agency needs and supplies requirement:

Grainger Keepstock Secure Vending Machines				
				
COIL	CAROUSEL	LOCKER	CABINET	DRAWER
<ul style="list-style-type: none"> • High security • Easy-to-use familiar style • Dispense up to 60 unique items • Dependable dispensing 	<ul style="list-style-type: none"> • High security • Accommodates products of varying sizes • Check-out/check-in option • Dispense up to 560 unique items 	<ul style="list-style-type: none"> • High to medium security • Check-out/check-in capability • Good for consumables and durables • Adjustable to accommodate larger items 	<ul style="list-style-type: none"> • Medium security • Single door/shelf access • Requires little to no product repackaging • Flexible shelf configurations to accommodate items of various sizes 	<ul style="list-style-type: none"> • Medium security • Controllable drawer access • Assemble tools by use for easy access • Various drawer configurations to accommodate items of different sizes

Grainger will provide complete project management of the dispensing machines implementation including planning, transportation, installation, onsite training and replenishment services. The City of Tucson's agency or OMNIA Member is responsible for providing the necessary electrical and internet connections.

KEEPSTOCK® STORE: This solution provides a fully stocked and staffed Grainger branch at your location especially helpful for high-volume, high-traffic needs. Grainger will work with the agency to determine which items to stock and overall scope of the solution.

CMI CUSTOMER MANAGED INVENTORY: solutions let agencies manage their own inventory via Grainger technology. KeepStock® CMI is a web-based tool that provides flexibility to manage inventory **to support specific operations** along with seamless functionality across multiple devices. It is an easy-to-use yet very powerful software solution providing visibility, flexibility and control while managing products across different inventory locations. **Grainger offers this program for no additional charge to any agency who is interested in self-managing inventory.**

CMI features include:

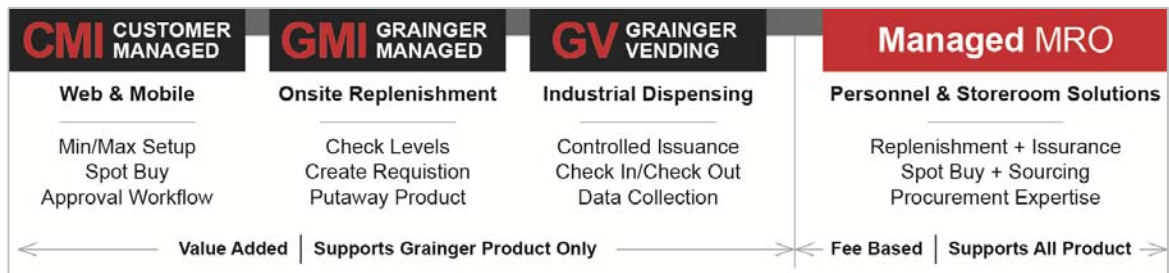
- ✓ Search online catalog, add and edit products **from desktop or phone**
- ✓ Create and manage frequently ordered items
- ✓ Scan bar code labels to reorder from smart phone to reduce manual errors
- ✓ Set approval levels for orders
- ✓ View and track orders
- ✓ Compare alternate products to select best-value
- ✓ Print labels in real-time for your bins or recently added products
- ✓ Set min/max levels and restrictions

- ✓ Manage user limits and restrictions
- ✓ Customize program for specific location needs such as storage areas, product types
- ✓ Ability to manage items in a controlled or restricted access area such as union shops or correctional facilities
- ✓ Great control and immediate information
- ✓ Dedicated KeepStock Technical Team

MANAGED MRO SERVICES: Managed MRO provides customers inventory management expertise while maintaining control of day-to-day operations. The customer maintains responsibility of purchasing, order management and supplier relationships and control of all customer data.

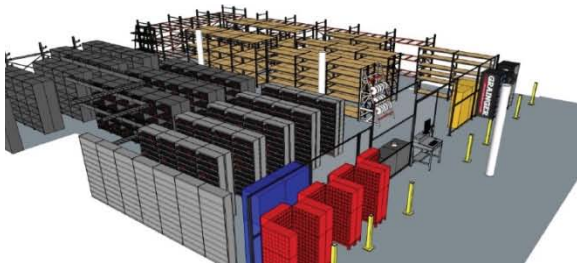
This is not a standard VMI program. Managed MRO is a **fee-based service** where Grainger Inventory Specialists work at your facility to manage all defined materials—both **Grainger and non-Grainger product**. Managed MRO supports your facility by doing two important things:

First, it adds expertise having Grainger inventory management experts on-site managing material & products with the knowledge and skill to support all inventory management needs. **Second**, it creates accountability for material management and ensures the necessary tasks are completed with efficiency and precision to secure materials investment while creating KPIs and documented cost savings.



Managed MRO provides accountability and expertise by developing new processes and procedures relative to agency indirect inventory that support necessary tasks to keep operations up and running. We will work within existing systems or implement our own if you do not have one to track and control all indirect materials in the facility. We provide clear line of site to day-to-day operations; all the while the agency maintains full control of procurement and purchasing decisions. **Our focus is on material management and finding ways to reduce product expense, better leverage inventory investment and increase the productivity of agency staff.**

KEEPSTOCK® ORGANIZE: As part of the KeepStock® portfolio, Grainger offers this service which focuses on inventory organization and consists of three (3) fee-based parts or phases which can be deployed together or independently.



- Inventory deployment and storage fixture plan
- Space utilization and process flow changes
- Bin location schema and signage plan
- Optimized inventory levels leveraging Grainger logistics
- Establish optimized stocking model
- Area transition, deployment plan and materials list

- **KeepStock® Layout:** Comprehensive inventory management planning, virtual layout configuration, and project planning.
- **KeepStock® Cleanup:** This service includes labor for teardown of current storage fixtures, repositioning retained fixtures, construction of new fixtures, product movement and product positioning.
- **KeepStock® Content:** By capturing current inventory items and their attribute elements, this service uploads data into a materials management system and may include ongoing database management.

5. Small Business Program: The ability to incorporate small business enterprises into your distribution, sales and product offerings

Grainger has two core programs promoting diversity. In both programs, all pricing is accessible through this Master Agreement. The programs are:

- **Tier II: Grainger's Supplier Diversity Program**
- **Tier I: Distributor Alliance Program**



Grainger's Tier II Supplier Diversity Program | Grainger's Tier II Supplier Diversity Program affords the City of Tucson and OMNIA Members access to diverse manufacturers and suppliers through our catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from Diverse Business Enterprises (DBEs).

Grainger's Tier II Supplier Diversity program includes **over 270 DBEs**, and offers **more than 91,000 items** across 1600+ product categories. Grainger also offers products from over 2000 Small Business Enterprises (SBEs), offering more than 300,000 products. The model allows DBEs to concentrate on what they do best and leave the logistics and distribution of their products to Grainger.

Grainger's Tier II Supplier Diversity Program provides Members access to DBE products through all of our ordering methods (Grainger.com, Redbook Catalog, phone, fax, walk-in, etc.), and distribution channels. Grainger's customers benefit from one-stop shopping. Registered suppliers are audited monthly to maintain active supplier diversity certificates. Supplier diversity reporting available upon request.

Products from diverse businesses are featured on Grainger.com:

- Products from diverse manufacturers and suppliers are identified on Grainger's website and within our catalog and index with the diversity symbol to the right.
- Customers can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- Additionally, customers can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.



Supplier recruitment is continuous at Grainger. Our company website includes a link to the supplier diversity registration portal. Certified businesses that register are available for referrals to purchasing officers when product review, RFP, or spot buying opportunities occur. Grainger includes DBEs in meeting unique product requirements through Grainger's Sourcing program, if products are not currently available in Grainger's general catalog. In 2018, 180 DBEs, and 1700 SBEs participated in Grainger's Sourcing program.

Grainger promotes the number of products acquired from diverse companies in several ways. Grainger is a corporate member of the Women's Business Enterprise National Council (WBENC) and has been a member of the National LGBT Chamber of Commerce (NGLCC) since 2014. Grainger participates in numerous conferences and seminars to assist diverse businesses to further establish or strengthen themselves. Grainger's Portal invites diverse suppliers to consider doing business with Grainger.

Grainger pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These include the following:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Veteran Owned Businesses
- Veteran Associations



Grainger's Tier I Distributor Alliance Program | Grainger's Distributor Alliance Program responds to corporate and government regulatory and policy requirements as to buying MRO goods and services from Diverse Business Enterprises (DBEs).

Since 2006, the Distributor Alliance (DA) Program has helped customers support DBEs while consolidating MRO purchases. Over 50 DA DBEs resell the entire 1.7 million products offered by Grainger and provide services to customers with procurement goals to support small businesses and provide employment opportunities to women, minority and veteran-owned businesses. The DA DBE is one of the many points of contact for the customer, including Grainger business managers who mentor DBEs and act as a liaison among Grainger, the end customer and the DA DBE.

We monitor each DBE's performance with a monthly balanced scorecard. We provide feedback and offer assistance in performance areas where improvement is needed. We seek to provide meaningful focus in pragmatic areas where efficiency can be gained and effectiveness can be improved.

Grainger's Distributor Alliance is also a member of the National Minority Supplier Development Council and supports several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. We recruit diverse suppliers for line review and customer proposal opportunities by participating in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

6. Green / Sustainability Programs:

- a. Policies: Efforts and policies pertaining to green and sustainability.
 - b. Products: Impact on product offerings.
 - c. Distribution: Impact in distribution.
 - d. Recycling of Lamps: The ability to recycle lighting and electronic products.
 - e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
 - f. Certifications: The industry recognized certifications and standards obtained.
- a. **Policies:** As expressed in Exhibit A, Grainger works to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the U.S. Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the U.S. Green Building Council to help us align our environmental investments with our stakeholders' expectations.

We focus our efforts where we can have the most influence. Grainger's Distribution Centers account for roughly 38 percent of our operations and will proportionally increase as we expand our service offering. Inherent to this footprint is an opportunity for energy management. We closely monitor our energy consumption and improve our green energy mix by researching sustainable solutions to increase efficiency and utilize renewable energy. When possible, we invest in onsite renewable energy, purchase renewable energy credits and green tariffs.

In 2013, Grainger became the first industrial distributor to set a GHG reduction goal. Our target is an intensity goal for GHG over revenue: to reduce our North American Scope 1 and Scope 2 GHG emissions per unit



5.5M square feet

LEED-certified space through 17
North American Grainger facilities

revenue 33 percent by 2020. The goal was designed to be achievable, yet challenge our operations to identify innovative ways to operate more efficiently. We are currently more than half way to our goal, and have reduced intensity to 14.7, a 20 percent reduction since 2011. A 33 percent reduction by 2020 goal focused Grainger on doing business the right way by investing in renewable energy and energy efficiency.

- b. **Products:** As expressed in Exhibit A, Grainger provides customers with the products they need to keep their businesses running over the long term. As part of this, we work to understand how these products affect the environment. Our customers have increasingly requested environmentally preferable products (EPP) and we stock them to improve our service. Our EPP portfolio helps customers maintain sustainable facilities through efficient energy management, water conservation, waste reduction and air-quality improvement. The Grainger EPP portfolio includes more than **114,000 SKUs**, 26 EPP product certifications and 46 EPP product attributes. The portfolio also spans more than 600 brands across 672 product categories. More than 15% of Grainger suppliers offer products featured within our environmentally preferable product portfolio.

For a product to be classified as environmentally preferable it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense®, ENERGY STAR® or Green Seal. Our suppliers inform Grainger of the product certifications and attributes their products may carry. Then an independent 3rd Party, Underwriters Laboratory Inc. (UL Environment), verifies the viability of the certification or attribute claims. Grainger also works with UL Inc. to ensure that the most current certification and attribute options are identified.

The City of Tucson and OMNIA Members can easily identify environmentally preferable products on Grainger.com. When searching for products simply look for our Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.



Grainger EPP Portfolio - Product Certifications & Certification Bodies:

CERTIFYING AGENCY	Underwriters Laboratories, Inc.						U.S. Department of Energy
CERTIFICATION	Ecologo	GreenGuard	Greenguard Gold	ECVP 2799 Zero Waste To Landfill Facility	Environmental Product Declaration	Environmental Claims Validation	Energy Star
CERTIFYING AGENCY	Scientific Certification Systems	U.S. Environmental Protection Agency (EPA)		Green Seal	U.S. Department of Agriculture	Carbonfund	Sustainable Forestry Initiative
CERTIFICATION	SCS Indoor Advantage	WaterSense	Safer Choice	Green Seal	Certified Biobased	Carbonfree	Sustainable Forestry Initiative (SFI)
CERTIFYING AGENCY	Multiple	Ernst & Young - Redstone	National Sanitation Foundation	Design Lights Consortium		National Electrical Manufacturers Association (NEMA)	
CERTIFICATION	Forest Stewardship Council	SMArT Certified	NSF Certified	DLC Quality Products Listing	DLC Premium	NEMA Premium	Energy Aware
CERTIFYING AGENCY	Home Ventilating Institute	Biodegradable Product Institute	Carpet & Rug Institute	Organic Materials Review Institute	South Coast Air Quality Mgmt. District		
CERTIFICATION	HVI	Biodegradable Product Institute Certified	CRI Green Label	OMRI Listed	VOC Levels Meet SCAQMD Requirements		

Our environmentally preferred product portfolio is featured on the [Green Resources](#) landing page on Grainger.com.

- c. **Distribution:** Grainger was the first industrial supplier recognized by the U.S. Environmental Protection Agency (EPA) as a SmartWay® Transport partner. The program provides a forum for the EPA and businesses to collaborate in order to improve the environmental efficiency of their supply chains by reducing GHG emissions and air pollution.

We view our suppliers and vendors as our allies in improving our emissions and materials management. We rely on a network of third-party carriers to meet our transportation needs. We work with our largest suppliers to innovate and improve our distribution packaging. We collect data and share best practices in sustainability across our value chain by engaging our suppliers through the CDP Supply Chain Program.

Grainger strives to ship all items in an order in one box and on the same or next day, depending on customer needs. Internally, we refer to this practice as “ship complete.” This approach and commitment to serving customers in the most efficient way possible also has positive implications on the environment. Ship complete reduces the amount of boxes we need overall, thereby increasing energy efficiency and producing fewer emissions through our transportation partners.

- d. **Recycling of Lamps:** Grainger’s recycling services solve the disposal problem for environmentally hazardous bulbs, dry batteries, and ballasts.

Recyclable Kits: When you buy our specialized recycling kits for fluorescent lamps, ballasts or dry batteries, you’re buying a whole turnkey service for one all-inclusive price. For larger volume needs Grainger offers bulk pick-up. We will custom design a program service that encompasses lamps, ballasts, batteries, electronics, and mercury.

Each kit includes:

- Special UN/DOT approved container
- Pre-printed label with instructions
- Toll-free number for pickup
- Certificate of reclamation

BATTERIES	LAMPS	OTHER
Alkaline	Linear Fluorescent	Mercury Devices
Lead Acid	Compact Fluorescent	Thermometers & Thermostats
Lithium Metal	Circular Fluorescent	Electronic Waste
Lithium Ion	U-Bend or U-Tube	Cell Phones
Mercury	High Intensity Discharge (HID)	Inkjet - Toner Cartridges
Nickel Cadmium	Neon	Generators, Wires & Motors
Nickel Metal Hydride	Shatterproof & Other Specialty	Dispensers
Silver	Broken or Crushed	Paper Towel
Zinc Carbon	Light Emitting Diode (LED)	Toilet Paper
Dry Cell	LAMP BALLASTS	Hand Soaps
Sealed Lead Acid	Polychlorinated Biphenyl (PCB)	Hand Sanitizers
	Non-PCB	Anaerobic or Light Cure Adhesives
		Power Tools

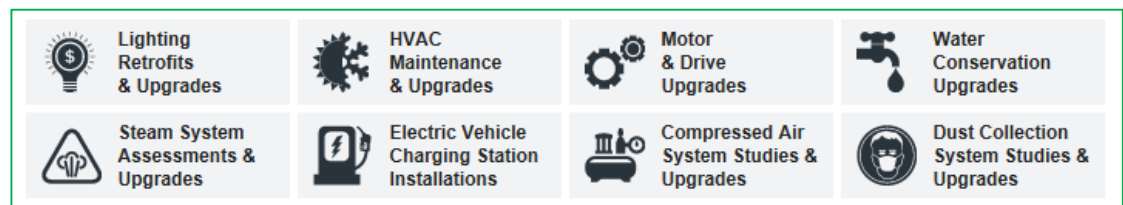
Grainger Branch Programs: Grainger offers customers the opportunity to deposit recyclable items in collection boxes for no additional charge in Grainger branches through our partnership with [EnviroLight](#), specialized recycling services.

Additional Supplier Based Programs: Grainger works with our key suppliers to provide the current following no-fee and fee-based program's for Members.

- Grainger offers recycling kits available for purchase on Grainger.com for many of the items listed above provided by EVERLIGHTS, RECYCLEPAK & SUPPLYPAK. Further details and kit specifications can be easily obtained by entering the search term "recycling kits" on Grainger.com.
- Georgia-Pacific's (GP) Dispenser Refurbish, Recycle, Reuse (RRR) Program provides a no-charge end of life solution for old paper towel and toilet paper dispensers. The GP team removes old dispensers and reuses components. Old dispenser components are utilized in manufacturing new products, such as computers and automobile parts. Dispensers are picked up at the end user's location.
- Georgia-Pacific provides a no charge service developed to reduce the number of batteries in landfills in partnership with [CALL2RECYCLE](#). Through this service, boxes can be provided to customers for collection

of used batteries. Boxes are picked up at the facility and new boxes provided for continued collection and environmental disposition.

- GOJO will coordinate the removal, transport and sustainable disposal of old hand soap and sanitizer dispenser materials when completing a GOJO managed dispenser installation project.
 - For Members utilizing LOCTITE® Anerobics or Light Cure Technologies, Henkel offers a solution to help you meet recycling goals and recycle items that were previously non-recyclable. Through an innovative partnership with TerraCycle®, boxes can be purchased that enable convenient return shipping and recycling.
 - Stanley Black & Decker offers a no-charge end of life solution for DEWALT, BLACK&DECKER, STANLEY TOOLS & BOSTITCH brands.
- e. **Lighting and Energy Audits:** Grainger Lighting Solutions (GLS) and Grainger Energy Services (GES) provide a network of qualified, insured and licensed service providers that help identify and facilitate a variety of energy savings projects that impact the bottom line.



Comprehensive Services Include:

- ✓ Multiple Energy and Water Saving solutions
- ✓ Audit and Financial Analysis
- ✓ Material, Contractor and Project Management
- ✓ Installation by Qualified, Insured and Licensed Service Partners
- ✓ Identification of Applicable Incentives and Rebates
- ✓ Disposal and Recycling

Grainger's Mid-Stream Utility Rebate Program: For the City of Tucson and OMNIA Members in eligible zip codes, Grainger identifies utility rebates applicable to LED Lighting and other items.

- f. **Certifications:** This year, Barron's awarded Grainger the prestigious award of being ranked #8 on their list of Most Sustainable Companies.



Grainger has also maintained the A-CDP score for five years in a row.

7. Training & Education: The ability to provide on-site and/or online training and educational programs/seminars

Technical Training: Grainger offers training seminars led by an industry-experienced, certified team of third-party instructors. Participants receive hands-on safety and industrial skills development that can be applied on the job immediately. Training can be scheduled on-site at customer locations or off-site at scheduled locations across the U.S. Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Climbing Pro Ladder Training
- Spill Containment Training

Safety Training: Grainger works with well-recognized safety suppliers for facility and product surveys, along with fee-based OSHA certification and training programs to help you stay compliant. Our strong relationships within the safety industry enable us to offer hassle-free services, including turn-key product and program solutions from our safety suppliers as well as third-party service providers. Please see **Exhibit 9 Grainger's Service, Training and Assessment Descriptions** in the Appendix that details other training addressing safety in the workplace

New Products: Training for new products is scheduled through Grainger's local Government Account Managers, local branch personnel and / or General Catalog manufacturers and suppliers. Grainger will work with the City of Tucson and OMNIA Members to identify any new products for which you need to coordinate training.

On the Job Webinar Series



FREE On the Job Webinar Series: Grainger.com provides current industry information and helpful updates. Grainger will provide trends and updates on its "On the Job Webinar Series" covering areas such as:

- Safety
- OSHA Regulations
- Productivity
- Procurement & Inventory Management
- Green Solutions
- Emergency Preparedness

Environmentally Preferred Product Training

Specific Sanitation Value Add Programs	
Key Supplier	Description
Diversey / Greenguard Certification	Minimize contaminants introduced to the air during cleaning and improve indoor air quality. Greenguard certification identifies the proper products, tools and processes to clean the facility. Diversey supports certification efforts via on-site setup, training and system auditing.
Diversey / Floor Care Productivity Survey	Improve productivity, appearance and reduce waste in your floor care processes. Diversey provides support via a facility survey identifying potential improvements to your current floor care program. Identifies opportunities to realize potential cost savings in overall labor costs and/or chemical usage costs.
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	Providing an end of life solution for old paper towel and toilet paper dispensers. GP team removes old dispensers and reuses components. Old dispenser components are utilized in manufacturing new products, such as computers and automobile parts. Dispensers are picked up at the end user's location.
Georgia-Pacific / LEED® Calculator & LEED® Reporting	For customers interested in earning LEED® credits under the LEED® v4 Operations & Maintenance (O+M) Rating System. Georgia Pacific can generate a report for you illustrating & calculating how GP Pro products can support your efforts. Reports can be downloaded and provided to your LEED auditor.
Georgia-Pacific / Battery Recycling Program	Reduce the number of batteries in landfills. Through this service boxes are provided to enable the collection of used batteries in the area of your choice. Boxes are picked up at the facility and new boxes are provided for continued collection and environmental disposition.
GOJO / Dispenser Disposal & Recovery	GOJO will coordinate the removal, transport, and sustainable disposal of old hand soap and sanitizer dispenser materials when completing a GOJO managed dispenser installation project. This is a great option for large installation/conversion projects and a great way to support sustainability initiatives within your facilities.
GOJO / Pre-Installation Site Survey	For large hand soap & sanitizer installation or conversion projects (> 250 dispensers), GOJO will conduct a site walk-thru with material planning and project management. This service addresses challenges related to storage space
Rubbermaid / Innovative Solutions Mobile Showroom	Discover more ways to reduce cost, improve productivity and enhance employee safety. Rubbermaid's mobile showcase vehicle provides an interactive experience and hands-on demonstrations featuring innovative solutions.
Rubbermaid / Recycling Solutions	Explore solutions designed to support your recycling efforts. Rubbermaid's mobile showcase vehicle presents innovative solutions to help you achieve your recycling goals
Rubbermaid / Waste Audits	For those interested in waste-reduction or recycling initiatives Rubbermaid offers on-site audits designed to help educate users on the impact of implementing a recycling system. This service provides an evaluation of current waste stream habits and processes and diversion practices and provides recommendations and assistance in designing a recycling system.
Rubbermaid / Site Assessments & ROI Calculators	Rubbermaid representatives share their expertise and recommendations through an on-site assessment with ROI calculators to support recycling, hand hygiene and many other common facility initiatives.
Rubbermaid / LEED® Certification Support	For customers pursuing LEED Certification Rubbermaid offers a site visit providing guidance, product recommendation and support with LEED implementation initiatives.

Specific Sanitation Value Add Programs	
Key Supplier	Description
New Pig Spill Preparedness Program	Spill Risk Assessment to fully understand your risks and get you into compliance with EPA & OSHA regulations
Grainger Safety Assessment	Grainger Field Safety Specialist provides comprehensive audit to determine safety issues and provide solutions to address violations.

8. Customer Support Services: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracking, technical feedback, quality assurance for orders and drop shipments.

Policies on Replacements & Returns: Grainger’s standard return policy reads as follows: Returns for Grainger products must be made within one (1) year from the date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price.

Restocking Charges: There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

After Hours Service: Grainger’s after hours emergency service provides product fulfillment after standard Grainger branch business hours through a toll-free number (1-800-CALL-WWG). Service is throughout the US. Calls are routed to one of our US based Grainger Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger’s branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

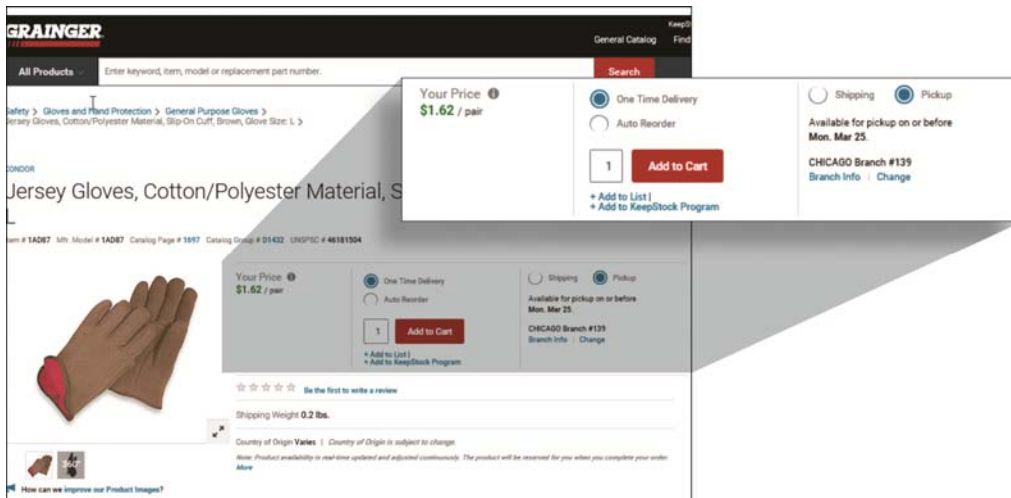
After Sales Support: Customer support is available at 800-GRAINGER (800-472-4643) provided by US based Customer Service Associates (CSAs). **Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email.** The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide information, answer questions, place orders and address customer concerns or issues, such as:

- *Information on order status and deliveries,*
- *Backorder information*
- *Item price information based on contract*
- *Product availability*
- *Detailed product information*
- *Helping you locate products for specific applications and finding products which meet specific technical requirements*

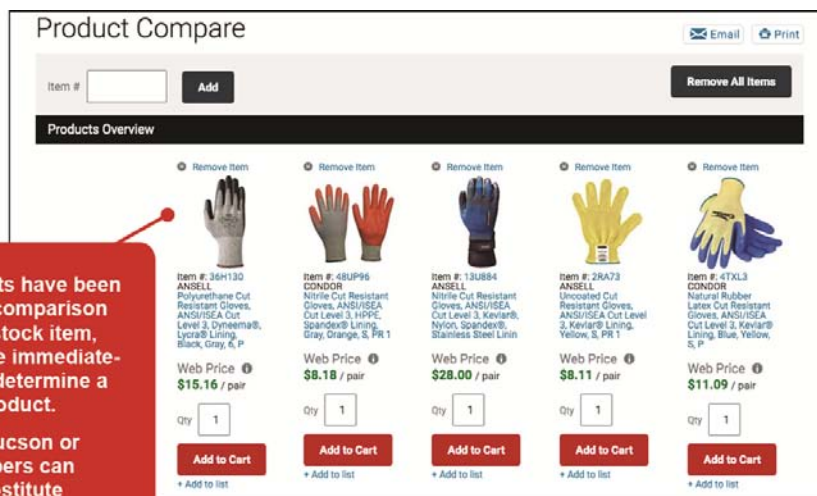
- Providing dedicated manufacturer and technical support resources
- Helping Buyers selecting alternate products to complete purchases
- Placing and managing emergency orders
- Generating product quotations and assisting with order placement

Out of Stock: The City of Tucson and OMNIA Members can view real time status of product availability on Grainger.com. If the end user is unable to wait for a back-ordered product, the **Compare Feature** on Grainger.com allows them to compare products with similar fit, form and function. They may select to wait for the back ordered product's expected ship date or select an alternate item to purchase.

When sending an email, the Customer Service Associate will let the customer know the product is on back order and provide alternate products to review. The final decision to select an alternate product is with the end user. No alternate products will be ordered without prior approval.



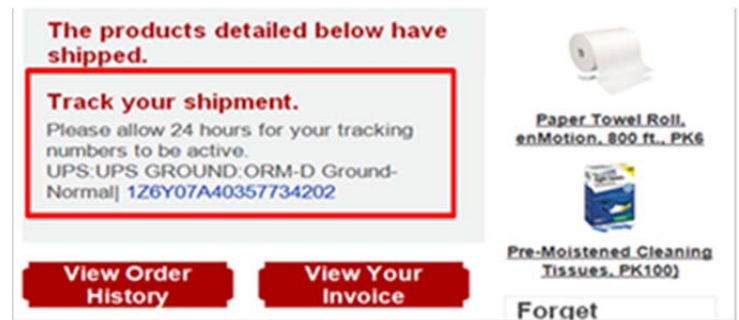
The City of Tucson and OMNIA Members can view real-time product availability on Grainger.com



Once products have been selected for comparison to an out-of-stock item, details can be immediately viewed to determine a substitute product. The City of Tucson or OMNIA Members can choose a substitute product or wait for the out of stock product to arrive.

Order Tracking: The City of Tucson and OMNIA Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). End users can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

When the order leaves our DC, Grainger will send a shipment notification with a tracking number that allows our customers to track the order through the delivery cycle.



Tracking information can be accessed from the shipment notification

Technical

Feedback: Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. In addition, Grainger has an in-house Technical Product Support Department whose members have an average of 28 years of experience to answer your product related questions across all product categories. Customers have easy access to this service during standard business hours

Quality Assurance for Orders and Drop Shipments: To ensure a quality customer experience, all phone calls are automatically recorded that come into the Contact Center. This information is utilized as part of a robust Quality Monitoring & Coaching approach where each Team Member receives scored evaluations completed by our QA team and his/her Service Leader each month. There is a similar process to audit email and chat transactions as well. In addition, a cross-functional team captures and investigates Service Opportunities to determine the root cause, any specific actions that are needed and to determine if this is a larger, systemic issue that we should address through technology updates and/or process changes.

Grainger Supply Chain and Distribution Centers are also vigilant in monitoring feedback, both from customers and carriers, about the quality of our shipments and those of our manufacturers (drop shipment). Goals are set to ensure that products are delivered on time and in good condition and exceptions are captured to understand the root cause of the issue and adjust as appropriate.

9. Other Services: Other value-add services not included in above categories

Grainger presents services in addition to the required services listed in the RFP. Grainger will continue to add value added services and programs throughout the life of the contract that will be available for all Participating Agencies and OMNIA Members.

1. Safety Value Add Solutions

FIELD SAFETY SPECIALIST ASSESSMENTS

Grainger’s Field Safety Specialists bring education, experience and expertise to help Members address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, you to understand goals and align best-in-class solutions. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.

In addition to readily available assessments from Manufacturers, Grainger’s Field Safety Specialists leverage our Grainger Site Assessment Tool (GSAT) to evaluate a broad range of OSHA Regulatory and Compliance needs. The GSAT delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed. Please see **Exhibit 5 GSAT Site Assessment Flyer** providing further details regarding the GSAT. The GSAT includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

To help ensure the City was OSHA compliant, Grainger performed lighting and fall protection audits.

Other activities include onsite safety days at the city’s central warehouse.

Our teams’ Primary accreditations conferred by the Board of Certified Safety Professionals include:

- Certified Safety Professional (CSP)
- Associate Safety Professional (ASP)
- Safety Trained Supervisor (STS)

Secondary affiliations and designations include:

- Qualified Safety Sales Professional Certification (QSSP, conferred by the International Safety Equipment Association (ISEA))
- Hazard Analysis & Critical Control Points (HACCP, Food Safety Certification)
- OSHA-30 hour and OSHA-10 hour
- OSHA 500 and 501 (General Industry and Construction Industry Trainers)
- Numerous Supplier and Manufacturer Training

ONLINE SOLUTION CENTER

Grainger compiled an online safety center with information and resources that help keep people safe and facilities running. The Solution Center allows your safety specialists to stay on top of the latest safety news, trends and regulatory issues free of charge.

- **Safety Data Sheets (SDS) sheets:** Quickly access the most current SDS for your records to help keep employees informed and your facility in compliance.
- **OSHA checklists:** Easily identify potential hazards at work with our comprehensive list of OSHA checklists. Questions are

Question	OSHA Requirement	Yes	No	N/A
1) Does the employer evaluate the workplace to determine if any spaces are permit-required confined spaces?	1910.146(b)(7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Are all permit-required confined spaces posted "No Entry" signs?	1910.146(b)(8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Is the required atmosphere tested with a calibrated direct-reading instrument for oxygen content before an employee enters a permit-required confined space?	1910.146(b)(9)(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Is continuous air ventilation used to eliminate any hazardous atmosphere prior to allowing an employee to enter a permit-required confined space?	1910.146(b)(9)(D)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Has the employer documented that all spaces in a permit system have been inspected through a written certification?	1910.146(b)(10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Before entry begins, has the supervisor identified the appropriate action on the permit and signed the entry permit to authorize entry?	1910.146(b)(11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

based on applicable OSHA safety standards to determine corrective measures needed to help eliminate hazards and keep you compliant with critical workplace safety regulations.

- **Safety & Compliance Directory:** Find vital information on hundreds of government, private and nonprofit safety organizations. Use the online version or request a printed copy to keep on hand in emergency situations.
- **Online Safety Catalog:** Instant access to our latest Safety catalog 24/7 in easy-to-navigate format. Search by product name, category or SKU. You can also browse through past catalogs and even request a print copy.
- **Journey to Safety Excellence:** The Journey to Safety Excellence is a program designed to assess not only your safety program strengths, but also where you might have opportunities to improve. That assessment becomes the guide or beginning of your Journey. The program will take those identified opportunities, provide guidance to improve in those areas and implement the plans. You can help improve your safety program in four areas:
 - ✓ Leadership and employee engagement
 - ✓ Safety management systems
 - ✓ Risk reduction
 - ✓ Performance measurement
- **OSHA's Law & Regulations:** This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards, and includes links to all Federal Register notices that are currently open for comment. This page also provides links to the Occupational Safety and Health Act of 1970 (OSH Act) and other relevant laws.
- **Quick Tips:** Quick Tips provide free, fast and easy access to helpful workplace product, compliance and regulatory information. Resources you can use to help make informed decisions about a variety of common workplace issues. Access hundreds of articles written to help keep workers safe, your business in compliance and your facility productive.
- **Ask an Expert:** Safety experts are standing by to help with:
 - ✓ Compliance questions
 - ✓ Product help
 - ✓ Services and solutions to fit your needs, and so much more
- **Grainger's Safety Record:** Customers can review online insights, articles and videos covering safety topics regarding people, facilities and general safety provide by industry experts in Grainger's Safety Record. Examples include but are not limited to OSHA State of the Union, Fall Protection Standards, Footwear, and Heat Stress Illness Prevention. For addition offerings see <https://safety.grainger.com/insights>.

SAFETY SERVICES

Grainger works with recognized safety suppliers for product and facility surveys, along with fee-based OSHA certification and training programs. These strong relationships provide hassle-free access to the safety services needed to stay compliant, including Instrument Calibration, iNet™ Gas Detection and Lockout Procedure Services. Through a network of qualified, insured, and licensed service providers, we provide agencies with comprehensive solutions that help:

- Maintain Safety & Building Compliance
- Increase Worker Productivity
- Drive Energy & Facility Efficiency
- Reduce & Conserve Operating Costs

Assessments	Training	Compliance & Testing	Program & Procedure Development
<p>Assessments - Specific areas are assessed across the worksite in order to identify potential hazards or high-risk areas that may require further actions be taken to remedy.</p> <ul style="list-style-type: none"> • AED Inspection • Arc Flash/Electrical Safety • Confined Space • Crane/Hoist/Sling • Emergency Eye Wash • Ergonomics • Fire Extinguisher • Firestop: Barrier • Damper & Door • Footwear • Job Hazard Analysis • Lockout/Tagout • Machine Guarding • Noise Survey 	<p>Training - We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.</p> <ul style="list-style-type: none"> • AED Inspection • Active Shooter • Aerial Lift • Competent Person • Confined Space • Fire Extinguisher • First Aid/CPR/AED • Forklift • Lockout/Tagout • Machine Guarding • NFPA 70E • Respirator 	<p>Compliance & Testing - Audits or tests are conducted for identification and/or to monitor hazardous work areas so that controls and safe work practices can be implemented.</p> <ul style="list-style-type: none"> • Asbestos • Audiometric Testing • Indoor Air Quality • Industrial Hygiene Sampling • Fit testing • Noise Surveys • Pulmonary Function Testing • Sampling • Silica Testing 	<p>Program & Procedure Development - Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development.</p> <ul style="list-style-type: none"> • Arc Flash/Electrical Safety • Confined Space • Emergency Action Plans • Environmental Safety Hazards • Food Safety • Inspection and Asset Management • Footwear/Benefit Management • Lockout/Tagout • Machine Guarding • Medical First Aid • Online Safety Manager • SDS Management

Please see **Exhibit 6 Grainger Safety Services Network** for additional services.

2. Consulting Services

Grainger’s Consulting Services teams analyze Member operations to increase efficiencies and lower cost associated with acquisition of MRO products and inventory management. **Based on our experience, most Members have the opportunity to take as much as 25% or more out of their costs.**

This evaluation employs a strategic framework of identified cost drivers to benchmark and provide ideal and cost effective solutions. This framework of cost drivers focuses on:

- **Process:** Grainger consultants can help redesign purchasing and inventory management processes to reduce complexity and cycle time while improving service levels. We offer solutions to streamline the purchasing process and automate inventory replenishment for enhanced productivity
- **Inventory:** Inventory is a critical, expensive component of a Member's maintenance operation. Consultants provide expertise to optimize inventory levels. We work with Member resources to understand inventory demand and supply requirements, identify obsolete stock, recommend proper on-hand inventory levels and set effective reorder points for MRO items
- **Supplier / Product:** Consultants segment, classify and analyze supplier/product usage to identify opportunities for greater leverage and incremental value.
- **Technology:** Effectively integrating electronic solutions into the MRO procurement strategies is the key to enable long-term success and cost savings. Our Consultants develop strategies and implementation plan to get the most out of your electronic solutions.

Please see ***Exhibit 7 Grainger's Consulting Inventory Baseline***

3. Grainger's Footwear Program & Shoemobile Solution

Grainger's managed footwear program allows employees to order shoes through four different methods. Whether you're buying shoes through our online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, our Benefit Management System can help manage your footwear program. They're all connected to offer you a consistent shopping experience.

1. **Online Safety Footwear Program:** Administer footwear programs and purchase online with our easy to use web interface programs
2. **Shoemobile:** Grainger Shoemobiles drive to your facility to service employee footwear needs. Shoemobiles display over 100 footwear styles to meet your program needs and stock 2,000 pairs to allow your employees to receive shoes during a visit. Trained footwear professionals ensure correct sizing and comfort.
3. **Grainger Footwear Centers:** Select Grainger branch locations across the U.S. stock the latest footwear comfort technologies.
4. **Onsite Safety Footwear Center:** Company-approved inventory and displays located within your facility make it convenient for your employees to purchase safety footwear. Facilities which meet minimum requirements are serviced onsite by Grainger's customer service staff who measure your employees for the proper fit.

Our Safety Footwear Selection Includes:

- 500+ styles including a large number of 'Made in USA' styles, from office dress to most-rugged slip-on and boots
- Over 100 styles specifically for women – one of the largest selections in the industry, built sized and fit to a woman's foot
- Over 40 different brands

- Wide price range to accommodate both company and employee budgets
- One year manufacturer defect warranty on all styles
- **30 days employee satisfaction guarantee**
- Free shipping of any footwear return
- Grainger's Safety Footwear Buyers Guide (hard copy and online) helps employees navigate to the correct shoe.
- Dedicated 800 Specialized Footwear customer support



Benefit Management System (BenMan): Whether you're buying shoes through our online tools, at a Grainger Safety Footwear Center or from a Shoemobile, our Benefit Management System can help manage your footwear program. They're all connected to offer you a consistent shopping experience.

- The Benefits Management System is a purchasing and tracking system that's integrated into Grainger.com.
- It delivers fast and easy purchasing and custom reports and benefits tracking
- For customers engaged in the safety footwear program this means that they remain in control of their program while BenMan simplifies administration and saves them time and money - reducing the costs associated with implementing and maintaining a program

Features

1. Set up footwear selection guidelines for your employees based on their work environment.
2. Select from a menu of services to track employee purchases and manage eligibility.
3. Manage and review payroll deductions
4. If you have payroll deductions you can easily view and monitor them for each employee
5. Manage employee eligibility through subsidy reporting.
6. All purchases are tracked and managed so you have complete line of sight to purchase history
7. Leverage two specific reports
8. Purchase history, all purchases made in program
9. Subsidy eligibility—line of sight to who is and isn't eligible based on purchase history
10. Generate custom reports

SHOEMOBILE SOLUTION: Grainger's Shoemobile fleet is unsurpassed in the industry. We operate a growing fleet of 45' tractor-trailers and 26' trucks. Trained service representatives measure customer employee's to help ensure a proper fit and suggest styles that adhere to their company's footwear program guidelines.



Shoemobiles can display over 100 footwear styles to meet your program needs and stock 2,000 pairs to allow your employees to receive shoes during a visit. Trained footwear professionals ensure correct sizing and comfort. **Grainger has a 96% fulfillment rate on our Shoemobile. If a shoe is unable to be provided at time of purchase, Grainger will ship the shoe AT NO CHARGE to the employee's home or work location.**

Point of Sale: Grainger is a leader in Shoemobile Automation Technology. We process transactions in seconds using computer-generated sales tickets & barcode technology, leaving more time for proper fitting and style selection.



Compliance Benefits

Administrators can establish compliance measures with Grainger's Benefit Management System with the following capabilities:

1. Employees can only purchase footwear that meets the requirements of their job task, ensuring they select the right footwear as specified by the employer. This reduces the risk of employees buying the wrong footwear or footwear that does not meet the appropriate ASTM standards.
2. Robust reporting allows an organization to track not only who bought footwear, but also who has not used their subsidy, a potential indicator of old or worn out footwear. Ensuring the footwear is in serviceable condition, reduces the potential for issues due to worn outsoles, etc. In addition, exception reporting allows an organization to ensure everyone has access to the appropriate footwear, again reducing the potential for employees to use unapproved footwear.

4. Eyewear Program

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users. Further details are presented in the charts below.

Eyelation | Eyelation is a benefit management system enabling employees to order 24/7 and companies to save time and money. Over 250,000 registered users currently use Eyelation's Benefit Management Platform to manage their safety eyewear program. The Eyelation program includes a self-service kiosk with its own internet connectivity and allows for online ordering on customer's desktop and mobile.

Eyelation Benefits

- 24/7 system access for all employees
- Customizable for departments so employees only access approved products
- All orders are reviewed by an optician
- Benefits, eligibility, and renewals are managed by Eyelation
- Productivity savings of approximately 45 minutes per employee vs traditional SRx programs
- Transactional savings
- One cohesive program for all employees



Account information including benefits, eligibility, and product selection are compiled, along with download of employees at the plant. Administrators can access the Administrative Site to export billing details that correspond to the distributor invoice.

<i>Total Eyewear Users</i>	200 or more for kiosk Online ordering now available, minimum of 50	
<i>Pricing Format</i>	Components priced separately	
<i>Ordering Process</i>	Order at kiosk with its own internet connectivity or online, 24/7	
<i>Program Management Tools</i>	Manages eligibility and allowance Reporting available on Eyelation.com	
<i>Program Start Up</i>	Program set up process. Scheduled installation of onsite kiosk or activation of online program.	
<i>Glasses Pick Up</i>	Mailed to home or work	

Hoya | Hoya's SRx Made Easy provides a simple process for customer's to purchase prescription safety eyewear through a national network of independent eye care professionals. Package pricing saves customers money on a comprehensive range of frame styles and lens treatment options. **SRx Made Easy** turns a logistical challenge into a tangible benefit for your business.

Hoya's SRx Made Easy provides a simple process for customer's to purchase prescription safety eyewear through a national network of independent eye care professionals.

- Program works for any size customer or location

- Simplified SKU Process - Only 4 Price Packages & SKU's
- Each SKU is a complete pair of glasses and includes professional optician fitting services (regular eye exam is not included)
- Access to Hoya's nationwide network of eye care provider

BASIC package: includes Plastic frame by HOYA (20+ styles to choose from, such as new high-wrap foam-lined options)

Enhanced package: includes any frame choice from the collection, including titanium and stainless steel frame options. **Sunglasses option:** includes Choice of Photochromic or Polarized lenses














HOYA has partnered with more than 2,000 independent Eye Care Professionals throughout the United States to provide accurate and timely eyewear fitting and order processing

5. Emergency Preparedness Services

Grainger is committed to serving our local communities in their greatest time of need. This begins with a pro-active approach that develops preparedness-focused relationships with federal, state and local first-responders and other relevant government agencies. Pro-active relationships are the key in providing support to help our communities prepare, respond and recover from emergency situations.

Each year our supply chain and inventory management teams collaborate to develop forecasts and inventory strategies to fulfill the abnormal spikes in demand that often occur in large scale disasters such as hurricanes, floods, wild fires, winter storms and other emergency events. An incremental inventory investment is made and critical supplies and equipment are strategically pre-positioned within our network of more than 250 Branches and 14 Regional Distribution Centers. This approach enables planning discussions to align customer needs with our emergency inventory plans well before disaster strikes and expedite the delivery of critical supplies to affected areas. Additionally, the products and solutions offered reflect Grainger's all-hazards philosophy as well as guidance from authorities such as FEMA, the CDC, DHH, the American Red Cross, as well as years of company experience supported by historical customer demand data.

Threats

 Hurricanes	 Active Shooter	 Power Outages
 Floods	 Tornadoes	 Mosquito-borne Diseases
 Communicable Diseases	 Earthquakes	 Hazardous Materials
 Wildfires & Droughts	 Extreme Heat	
 Winter Storm	 Fire Protection	

Grainger's online emergency preparedness landing page if filed with resources and information on products and services which directly addresses many of the needs for emergency preparedness

In the event disaster strikes or is deemed imminent, Grainger's Corporate Response Team

collaborates to identify priorities, assess our inventory position, provide large order support & expedite customer deliveries. Our emergency planning efforts and state of the art order fulfillment systems allow us to provide customers with real-time product availability information that can be counted on.

Ultimately, Grainger's greatest resource is our people, especially those directly supporting the affected communities. During a large-scale disaster Grainger's highly trained and experience employees provide direct support to State, City or County emergency operations centers (EOCs). These employees often work directly with local first responders and responding agency's to quickly field information requests related to product selection, availability, quotes, delivery, invoicing and more. These team members also assist with in the execution of Grainger's prioritization protocol which prioritizes inventory to those agencies directly involved with response efforts.

Grainger offers the following during emergency situation:

- Branch Operational Hours Extended up to 24 Hours a day as required
- Experienced Customer Service Agents available 24-7 at 1-800-CALL-WWG
- Emergency preparedness catalogs, capabilities guides, and emergency checklists
- Internet landing page on grainger.com dedicated to threat-specific solutions, products and resources.
- In any emergency, large or small, our pricing and services remain as provided in the contract.

Recent examples of Grainger's Emergency Response capabilities:

California Camp & Other Fires |

October-November 2018 and October 2017: The Grainger corporate response team activated daily briefings and updates to maintain situational awareness and work collaboratively with all emergency response agencies, public and private. Throughout the Camp and other fires, Grainger provided a consolidated source for critical supplies required to keep facilities, fire crews and shelters operating. Requirements included carbon filters, air purifiers, N95 respirator masks, gloves, cots, tents, cleaning supplies and more. Affected areas were served via same day deliveries from Grainger's Patterson, CA distribution center. Grainger's transportation team assisted with expedited deliveries to emergency staging areas and shelters. Grainger field representatives were present or remained on alert status 24 hours a day over a 2 week period to support agency needs. Grainger's supply chain team monitored demand and directed product to Northern California from Grainger distribution centers and direct from its manufacturers and suppliers. Grainger teams were committed from initial support throughout response into recovery and cleanup, support is continuing.



Requirements included carbon filters, air purifiers, N95 respirator masks, gloves, cots, tents, cleaning supplies and more. Affected areas were served via same day deliveries from Grainger's Patterson, CA distribution center. Grainger's transportation team assisted with expedited deliveries to emergency staging areas and shelters. Grainger field representatives were present or remained on alert status 24 hours a day over a 2 week period to support agency needs. Grainger's supply chain team monitored demand and directed product to Northern California from Grainger distribution centers and direct from its manufacturers and suppliers. Grainger teams were committed from initial support throughout response into recovery and cleanup, support is continuing.

Hurricane Michael Florida Panhandle and Surrounding Areas |

October 2018: Grainger's corporate response team was activated prior to the Category 4 hurricane making landfall near Mexico Beach Florida on October 10, 2018. Product was positioned and trailers readied. Grainger employees and resources made way to the areas beginning the weekend of October 6 to assist State of Florida and all private/public entities with

preparation. Grainger employees were present at the State of Florida Emergency Operations Center (EOC) in Tallahassee and local government EOC's throughout the hurricane and recovery. With several thousand residents' homes damaged or destroyed, shelters were made available. Grainger met daily needs for water, MREs, cots, blankets, toiletries, first aid equipment, medicine, sanitary and other shelter items. Grainger expedited distribution of chainsaws, insect repellent, generators, sand bags, gas cans, and related



supplies. First responders throughout the area used Grainger for supplies including flashlights, batteries, reflective vests, signs, shovels, water, personal protective equipment, generators and sanitary equipment. Product was redirected from other Grainger facilities and its manufacturers and suppliers to the Florida Panhandle.

6. Energy Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for your agency through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. We can help Members secure applicable incentives and rebates for energy and water-saving projects. Grainger North America also offers Environmentally Preferred Product (EPP) training in collaboration with our key supplier partners.

<p>Potential Benefits:</p> <ul style="list-style-type: none"> • Improved use of energy and water • Reduced operating costs • Upgraded infrastructure • Warranties on new equipment • Lowered operational risk • Avoided maintenance expenses • Reduced facility carbon footprint 	<p>Comprehensive Services*:</p> <ul style="list-style-type: none"> • Multiple energy- and water-saving solutions • Audit and financial analysis • Material, contractor and project management • Installation by qualified, insured and licensed service partners • Disposal and recycling
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**Provided by third party service providers and subject to Member eligibility.*

- | | | |
|---|---|--|
|  Lighting Projects |  Compressed Air System Studies and Upgrade Projects |  Steam Trap System Studies and Upgrade Projects |
|  HVAC Projects |  Dust Collection System Studies and Upgrade Projects |  Water Conservation Upgrade Projects |
|  Motor and Pump Projects |  Electric Vehicle Charging Station Projects | |

7. Lighting Services

The Grainger Lighting Solutions team serves as your resource to help implement a comprehensive lighting retrofit of your facility through its network of qualified, insured and licensed service partners. Working closely with you, our service partners will help identify and facilitate the installation of energy-saving lighting measures that will help benefit your bottom line with minimal disruption to your business. Our service partners will also help you secure applicable incentives and rebates for your energy-saving project. Don't wait, get access to innovative energy-saving services, PLUS a wide selection of lighting products today!



With a focus on energy costs, environmental considerations, safety & security issues, and the need for quality lighting in the workplace, lighting retrofit projects offer significant energy & MRO savings while improving facility infrastructure.

Through our qualified network of ESCO partners, the Lighting Solutions group offers:

- Site assessments
- Audits/Design
- Turnkey proposal
- Professional project management/installation
- Utility rebate administration

8. Facility Services

Grainger has a range of services to provide the City of Tucson and OMNIA Members with assistance as to roofing, skill training, electrical and protecting interior services. A summary of our 3rd party relationships follows:

- **Electrical Services:** Electrical system consultations are offered to determine the degree of present arc flash hazards and apply equipment labeling. Studies include maintenance of electrical distribution system components and mitigation solutions to lower arc flash energy or exposure.
- **Technician Skill Training Services:** Members receive safety and industrial skills development to apply on the job immediately. Training can be scheduled on-site at Member locations or off-site at scheduled locations across North America. Topics such as compliance, electrical, HVAC, and mechanical are addressed.
- **Roofing Services:** Roofing and building maintenance solutions designed to prolong structural life, track roof assets, save energy and improve safety.
 - ✓ Patch & Repair Services
 - ✓ Roofing Restoration
 - ✓ Rooftop Safety Installation
 - ✓ Roof Cleaning
 - ✓ Inspection Services



- ✓ Preventative Maintenance Contracts
- ✓ Air Barrier Audits
- **Indoor Coating Services:** A comprehensive portfolio of solutions is offered for preparing, priming, coating and protecting interior surfaces.

9. Custom Product Center

Grainger has the ability to customize products with the Member's logo or message. Customize products like filters or signs to meet your needs. Members decide the size, configuration or message—Grainger will take care of the rest.



Air Filters



Band Saw Blades



Floor Mats



Hard Hats



Locks



- b. Describe how you will roll out your program to City of Tucson staff?
Include in your discussion training, education, meetings, information gathering, etc.

Grainger acknowledges success of the City of Tucson contract begins with an effective plan, embraced by the City, to educate, inform, and go to market strategy. Grainger will utilize a combination of communications and marketing programs to drive contract awareness, demonstrate contract value, and promote a call to action towards existing City of Tucson staff. In addition, Grainger will partner with OMNIA, industry experts, and business partners to implement the contract.

Grainger will collaborate with City of Tucson and OMNIA Partners to mutually align on communication channels, messaging content, and delivery targets and timing to demonstrate a strong partnership across our organizations when marketing the City of Tucson contract and its benefits.

Grainger will designate a dedicated implementation project manager to execute and deploy all major milestones of the Master agreement.

DEFINE – Within first 10 days of award

Create a mutually agreed upon joint communication campaign, including:

- A. Assign marketing and communication experts to create messages and tools for internal and external purposes to include:
- a. Upon notice of award, Grainger will provide Executive Leadership endorsement and support. Throughout Grainger, messages will endorse the new Master Agreement as a viable option for Participating Public Entities and will highlight the value and benefits of the new contract.

- b. Grainger will collaborate with City of Tucson/OMNIA Partners and distribute a co-branded press release providing highlights of Grainger's award position and contract benefits.
- c. Grainger will collaborate with City of Tucson/OMNIA Partners and announce Grainger's award position and contract benefits through mutually agreed upon social media sites such as Twitter, Facebook, LinkedIn, and YouTube.
- d. Update dedicated OMNIA Partners Grainger internal website with City of Tucson contract information and benefits.
- e. Grainger will partner with the City of Tucson to identify Key Agencies and Key Stakeholders at each one.

PLAN - Within first 30 days of award

Grainger and City of Tucson will create a mutually agreed upon contract execution and education strategy including:

- A. Grainger will conduct a Joint Planning Workshop with City of Tucson leadership to determine contract Key Performance Metrics and determine the specific goals/initiatives of the City of Tucson. We will create a Site Execution Plan, which will be deployed to the Sales Team.
- B. As part of the Joint Planning Workshop, Grainger and City of Tucson/OMNIA Partners will align on the following to include:
 - a. Marketing
 - b. Education/Training
 - c. Contract Performance Metrics
 - d. Annual Contract Awareness
 - e. Customer Growth/Penetration
 - f. Segment Strategy

LAUNCH – Within 30-60 days of Award

Grainger, City of Tucson, and OMNIA Partners will partner together to educate respective teams of the new contract terms, differentiators, and go-to market tactics that will be used to ensure growth and transition will be smooth.

- A. Marketing
 - a. Provide to City of Tucson mutually agreed upon co-branded collateral pieces including, contract benefit presentations, services and solutions marketing collaterals, and case studies.
- B. Education/Training
 - a. Grainger leadership will ensure comprehensive understanding of the City of Tucson/OMNIA Partners contract terms, benefits, and solutions through regional Kick-Off Calls, and regional focused Site Execution Plans for Grainger Sales Team members

- b. Grainger's Government Sales team will have comprehensive knowledge of the new agreement to present the benefits of this agreement to all eligible agencies.
- c. Conduct dedicated training - In person and virtual meetings – to key City of Tucson personnel on the new Grainger's offering
- d. Provide seller action plans and timelines to achieve implementation success criteria
- e. Conduct, at minimum, quarterly contract educational calls with Grainger Sales and Customer Service teams

C. Contract Performance Metrics

- a. Grainger will utilize sales reporting to ensure all goals and objectives are met. Grainger will provide periodic updates on the contract's revenue performance and affiliation growth through Stakeholder updates and business reviews as requested.

D. Annual Contract Awareness

- a. Business Reviews with City of Tucson Procurement Officer and Key Agencies
- b. Conduct webinars for City of Tucson staff as well as live meetings, to refresh knowledge of contract benefits, promote key initiatives, share customer level success stories, as well as product offerings/promotions
- c. Provide customer compliance metrics and reporting as requested

E. Customer Growth/Penetration Efficiencies

- a. Work with City Staff to identify areas of opportunity for additional savings offered through this contract. Grainger will use reporting, supplier experts, and consulting business partners to identify key areas the City can take advantage of.
- c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

To develop and maintain relationships with key department end users to convert sales to this contract, Grainger will conduct **Business Review Meetings** with City of Tucson and all participating agencies and members of Grainger's Sales team led by the primary Account Manager. At these meetings, we'll review existing customer goals, make adjustments to ensure the needs are being met through this contract. We will also present cost savings and other efficiency opportunities related to the contract for consideration, and work continually with the City and each agency to meet their expectations.

Grainger's value extends beyond the products we deliver. Our Services, Solutions, and Products help our customers control and lower cost. We will ensure we review new department or agency initiatives to determine solutions that Grainger could proactively drive additional cost savings to meet department and agency objectives.

Grainger offers many relevant cost savings solutions that bring value add to the City of Tucson's participating agencies such as Safety Services, eCommerce, and KeepStock Inventory Solutions. The Grainger team will proactively introduce solutions, including new products, during site visits and regularly scheduled Business Review Meetings

d. Describe your sales and reporting capabilities. What level of detail is available?

Grainger's utilizes SAP's innovation for reporting, transactional, planning, logistical and operational needs of the facilities maintenance marketplace and especially to meet our customers' reporting requirements. A high level of report detail is available including: items purchased by track code, sub track code, and or account number, total sales and quantity per item, total sales at an account level as well as their shipping location, supplier diversity reports, green purchase history reports, invoice detail report and more.

Additionally, Grainger's self-serve site allows users to view real-time Order History, or all orders placed as well as order status, delivery times, logs for approval, workflow actions taken, and to download invoices if copies are required.

Some of Grainger's detailed standard reports that monitor spend and track usage includes:

- **Procurement Tendency Report:** helps customers understand purchasing tendencies executed through Grainger (channel sales, repeat item spend, category spend)
- **KeepStock Inventory Management Reporting:** reports generated showing customers inventory utilization through all KeepStock programs
- **Customer Report Card:** The Customer Focused Quality Report Card is a detailed breakdown of the following information:
 - ✓ **Order Summary**
 - Total Purchases
 - Total # Orders
 - Total # of Order Lines
 - Average Line per Order
 - Average Dollars per Order
 - ✓ **Product Accuracy**
 - ✓ **Fill Rate**
 - ✓ **Complete Shipment Rate**
 - ✓ **On-Time Delivery**
 - ✓ **Invoice Accuracy**
- **Cost Savings Analysis (CSA):** Reports savings based off catalog price.
- **Item Purchase History (IPH):** Summary report that shows items purchased by track code, sub track code, and or account number. Include total sales and quantity per item.
- **Item Purchase History by Account (IPH by Account):** Reports items purchased by track code, sub track code, and or account number broken down at the account level.
- **Green Item Purchase History (Green IPH):** Summary report that show green items purchased by track code, sub track code, and or account number. Include sales and quantity per green item.
- **Purchase by Supplier (PBS):** Reports item sold per Grainger supplier/vendor.
- **Product Line Distribution (PLD):** Reports sales per month by material segment.
- **Supplier Diversity:** Reports sales per Grainger's diverse suppliers.
- **Purchases by Account (PBA):** Reports sales by Grainger sold to account number to include seller alignment and prior year sales.

- **Overall Purchase Analysis (OPA):** Reports sales by account number to include seller alignment, prior year sales, CSP purchase's, Non-CSP purchases, Grainger.com purchases, EDI purchases, ePro purchases, and FMRO purchases.
- **Ship-to Report:** Line level detail report to show sales at an account level as well as their shipping location.
- **eCommerce Report:** Reports sales by account broken out by Grainger.com and ePro sales.
- **eCommerce Summary Report:** Summary report to show monthly breakdown of Grainger.com, ePro, and EDI sales.
- **Grainger Choice Report:** Summary report to show monthly breakdown of sales per Grainger Choice brands.
- **Tier Report:** Workbook that includes OPA, IPH, PLD, PBS, CSA, as well as a summary page.
- The **Invoice Detail Report (IDR)** is a detailed breakdown of the following information:
 - ✓ Item Purchased
 - ✓ Bill Date
 - ✓ Customer PO #
 - ✓ Sales Doc #
 - ✓ Name of Orderer
 - ✓ Account number
 - ✓ Purchase Amount
 - ✓ Tax and Freight billed
 - ✓ Catalog Price
 - ✓ Diff \$ and savings
- **Order History Report:** The order history file contains detailed information about each order. Reports may be customized based on the City of Tucson and OMNIA Member's specific needs. **This report includes the following fields:**
 - ✓ Item Total Cost
 - ✓ Item Description Grainger Account Defaults (line level)
 - ✓ P.O. Line, Member Part, Member Item Notes
 - ✓ Item Brand UNSPSC Product Category Code
 - ✓ Quantity
 - ✓ Categories and Sub-Categories
 - ✓ Order Date and Order Number Price
 - ✓ Shipping Information
 - ✓ Method, First and Last Name, Company,
 - ✓ Address, City, State, Zip, Country, Phone,
 - ✓ Fax, Email
 - ✓ Extended Price
 - ✓ Grainger Account Defaults (header level)
 - ✓ P.O or AMEX™ Ref, P.O. Release, Project
 - ✓ Job, Requisition Name, Department, Phone
 - ✓ Extension, Attention/Delivery Instructions
 - ✓ Subtotal
 - ✓ Payment Method Tax
 - ✓ Line Item Number Freight

Custom Reports: Grainger is capable of offering a wide range of custom reports. All custom reports may be made available upon customer request



4. Ordering & Invoices

4. Ordering and Invoices

- c. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Grainger's web-based ordering system (eCommerce purchasing system) has a proven record as the largest e-Retailer in the MRO industry. Grainger has the most comprehensive website platform with user friendly and customer-focused flexible web portals, mobile apps, and eProcurement offerings in the industry. The solutions deliver "Easy to Find," "Easy to Use," and "Easy to Connect" procurement solutions that help the City of Tucson and OMNIA members save time and money.



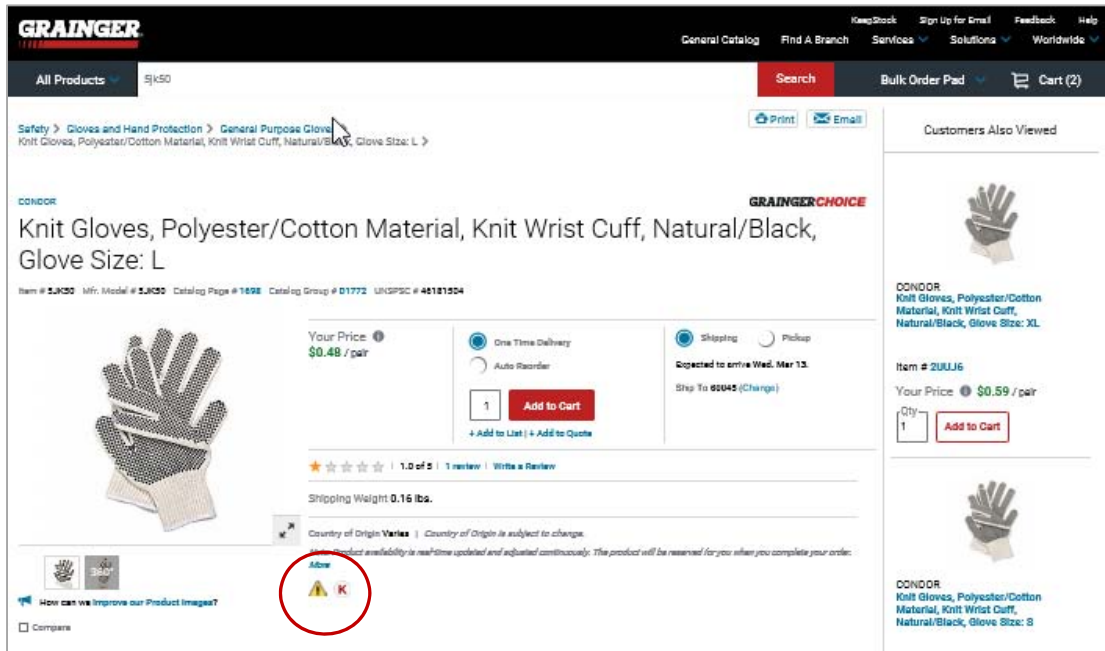
With our eCommerce capabilities, customers may choose to order over the Internet through Grainger.com, place mobile app order, or order through a procurement solution such as Ariba, Workday, or Jaggaer. Below are the Grainger capabilities for ordering and invoicing.

Ordering Capacity: Grainger's multichannel sales approach lets customers choose how they want to do business with us. It also gives them the flexibility of ordering in ways that best suit their needs. These sales channels include:

- **Internet / ecommerce**
- **Email**
- **Toll Free Telephone**
- **Retail / branch locations**
- **Fax**
- **Inside and outside sales representatives**
- **Grainger's KeepStock® inventory management systems**
- **Mobile App**



Display Contract Pricing: Once logged on to Grainger.com or if accessing Grainger product via a Grainger punch-out, all City of Tucson contract pricing will be clearly displayed on item detail pages, within search results and in the shopping cart. Furthermore, the City of Tucson / Omnia market basket products will be clearly identified with the red "K" on the item detail page, search results and in the shopping cart.

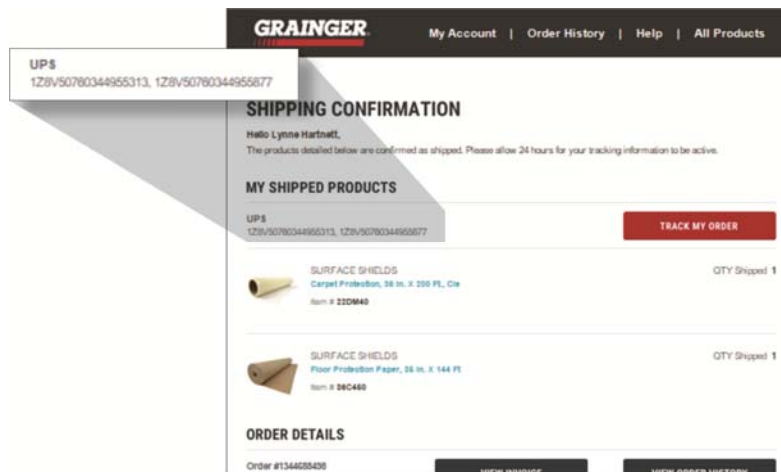


The City of Tucson and OMNIA will be able to easily determine market basket items by finding the red “K”.

Online Ordering 24/7: The City of Tucson and OMNIA Members can submit orders 24 hours per day, 7 days a week, and 365 days per year on Grainger.com and mobile applications. This allows for quick and easy ordering for each Member anytime, anywhere.

Order Status & Tracking: The City of Tucson and OMNIA Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). Members can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

The City of Tucson and OMNIA Members will receive a shipment notification with carrier tracking information once an order has shipped.



Tracking information can easily be accessed from the shipment notification

Search Options: Grainger.com allows the City of Tucson and OMNIA Members to search and filter by the following attributes:

- Keyword(s)
- The City's Market Basket items
- Manufacturer/brand
- Manufacturer model number
- National Stock Number (NSN)
- Grainger item number
- The City's part number
- Supplier Diversity products
- Green products (Logo for green)
- Categories or product index

Grainger's extensive investment in technology, specifically "search capability", is further represented by the following Search functionality:

WILDCARD SEARCH: By using an asterisk (*), end users may perform a wildcard search. If a Member is looking for a model number but doesn't remember the full number, the end user may type in the first three characters followed by an asterisk (*). Grainger's site will search all of the model numbers that start with those three characters.

REFINED SEARCH: End users may further refine their search results by clicking "Search Within these Results". This feature filters the search results by an additional keyword or description. In addition, Members may further refine their search term by "Product Categories", "Brand" or "Price". As refinements are made, detailed technical specifications are shown to allow Members to narrow down to the exact product, quickly procure it, and resume work.

Once a search result is presented, Members may:

- ✓ Add or remove refinements to their search without leaving the results page
- ✓ Refine their results by product specifications
- ✓ Sort by price, availability, model number, brand name and more
- ✓ See additional product information without leaving the results page
- ✓ View items in table format for easier comparison
- ✓ View a Mini-Item Detail Page for quick reference
- ✓ Find Green and Supplier Diversity products quickly
- ✓ Use Search results to compare up to eight products at a time
- ✓ See product availability in real time during checkout

SEARCH SUGGESTIONS (TYPE AHEAD): This functionality provides suggested terms, item numbers, product categories, and brands as the user inputs a search term or item number as presented below. Additionally, it retains a search term history and recommends products.

VIEW PREVIOUSLY PURCHASED: Grainger has a feature allowing users to narrow their search results to those products they have purchased in the past. This makes it easier to find the products you need.

MINI ITEM DETAIL PAGE (IDP): When viewing like products in table format, users can click on any of the individual items to view a mini-IDP containing basic information on the product, and an ability to add that item to the cart.

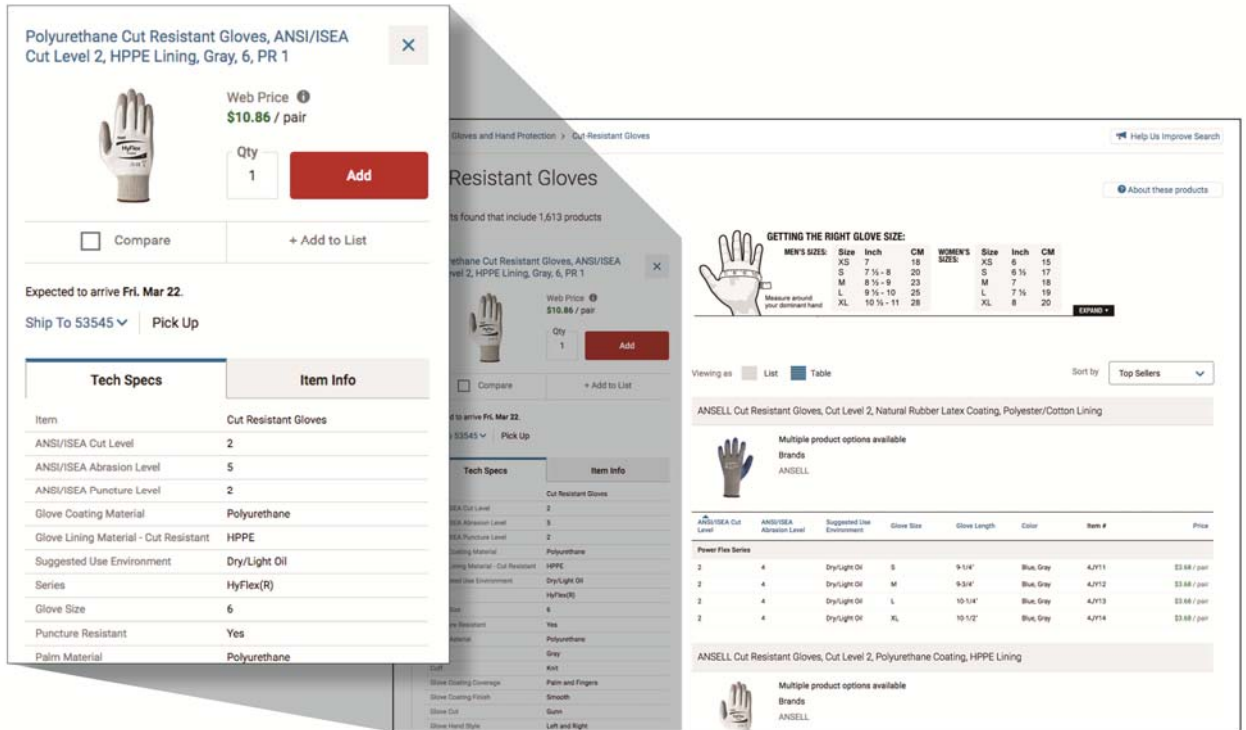


TABLE VIEW: Organizes like products into logical groupings and provides additional product information. The table format facilitates easier comparisons between products.

Visual Attributes: Visual attributes help users by displaying imagery in addition to text and technical language. Users can click on an image to refine the search results by the selected value. Supplemental content is also available as banners to further help members with their purchase decision.

Order History: The innovative **Home Page** on Grainger.com includes relevant user information such as order history, invoices, and other useful information in support of efficient procurement management. Order history can be accessed for 36 months.

Users have the option of accessing order history on Grainger.com and reordering, or downloading a file of order history data for further analysis. This file of order history data can be configured to include multiple users, various types of orders, various date ranges, and multiple file formats.

The City of Tucson and OMNIA Members can select search criteria to search order history. Order history information is available online for the previous 36 months.

Technical Assistance: Grainger offers multiple forms of technical assistance on Grainger.com.

CLICK-TO-CHAT: Grainger offers Click-to-Chat Assistance for Members on Grainger.com and punch-out integrations. Agents are available from 7 am to 5 pm, Monday – Friday, in all time zones to assist Members with their product questions or anything related to the purchasing process. Agents in the click-to-chat function can access technical product experts to answer detailed questions on product application or specifications affording OMNIA Members a prompt means to get answers to their questions.

HELP BUTTON: Grainger.com offers a “help” button featured on the top right of every page of Grainger.com to access additional information.

The Grainger Help Desk

Below you'll find answers to questions about using Grainger.com®. Check out some of our most popular help topics. These valuable tips will help you use the site effectively. Still have questions? Call, email or chat with us. We're standing by and ready to help!

See All Help Videos | Frequently Asked Questions | Grainger.com® Guide

Getting Started
Account Registration
Sign In to Your Account
Account Options
Account Reset

Where Is My Order?
Order History
Order Status
Tracking Information
Invoice History

Find Products
Search Tips
My Lists
List Detail
Product Compare Overview

Order Placement
Order Confirmation
Place Order Pad
Quotes Overview
Search Results

Manage My Account
My Account Overview
Payment Method
Shipping Address
Express Checkout

Admin Setting
Account Settings
Account Customization
Activating Customized Product Level Fields
Activating Order Level Settings

Order Management System (OMS)
OMS Set-Up
Spend and Approval Limits
Workflow Set-up and Editing
OMS Notifications

eProcurement Solutions
eProcurement Overview
eProcurement Punchout Homepage
eProcurement Punchout Search
eProcurement Punchout Cart

Mobile Solutions
Mobile Overview
Downloading and Signing In
Product Search
Placing an Order

Key Help Topics:
Getting Started
Where is My Order
Find Products
Order Placement
Manage My Account
Admin Setting
Order Management System
eProcurement Solutions
Mobile Solutions

The City of Tucson and OMNIA Members can quickly and easily find answers to the most commonly asked questions and received guidance while shopping on Grainger.com.

Personal Lists and Profiles: The City of Tucson and OMNIA Members can create “Personal Lists” on Grainger.com and punch-out integrations for frequently purchased items. Multiple personal lists can be created and shared among Members using the same Grainger account to streamline the acquisition process. This functionality allows Members to:

- Create lists by product category, service location, usage, or specifications and then organize those lists in folders
- Order directly from their list by clicking "Add to Order" next to any item
- Assign a location to a list allowing for easy access of that list from the Grainger Mobile app
- Add min/max quantities, bin locations, and print labels of the items in your list for easy inventory tracking
- Share lists with other people on the same account, so they can view and order from other Members' Personal Lists
- Add or delete products on the list, combine lists or organize lists in multiple folders
- Shared usage of these easy-to-access lists can assist the City of Tucson and OMNIA Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs
- To keep a record of previous purchases

Technical Data and Documentation: Grainger's General Catalog is available in its entirety on Grainger.com and includes technical data and illustrations.

SAFETY DATA SHEETS (FORMERLY MSDS): The City of Tucson and OMNIA Members may view and print SDS online at Grainger.com.

VIDEOS, CAD DRAWINGS, 360° SPINS: Users have the ability to see a complete view from various angles of many products from the Item Details page.

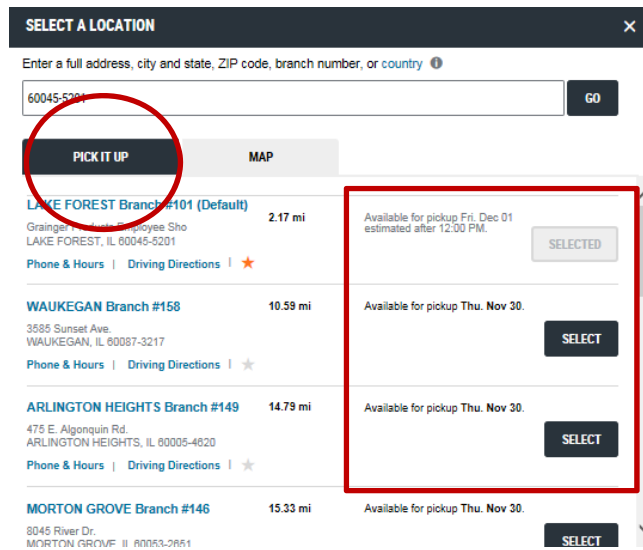
Identification of alternate green products: The City of Tucson and OMNIA Members can easily identify environmentally preferable products on Grainger.com. When searching for products simply look for our Green Leaf icon. This indicates that the select product has a UL validated certification and/or attribute. On Grainger.com members can filter any product search results to view environmentally preferable options.



Grainger provides the City of Tucson and OMNIA Members with the ability to shop for all certified products by clicking the certification logo provided on the grainger.com/green website. In addition, end users have the ability to narrow search results in order to identify environmentally preferable certifications and attributes that meet their specific requirements. All EPP products on Grainger's shelves will have EPP product labels.

Product Availability by Location: The City of Tucson and OMNIA Members are able to determine real-time product availability by Grainger location.

Grainger.com enables the City of Tucson & OMNIA Members to check the real-time product availability and expected arrival date of shipped orders.



End users can designate a default branch within their account profile or allow Grainger.com to provide availability based on the branch closest to their location.

By selecting "Pick Up" members can see which branch location has the item in stock

Mobile Apps: The Grainger mobile app includes most of the same great capabilities as mentioned above on Grainger.com as well as a few unique features for a mobile workforce. Omnia members can use the Grainger app to find product, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for iPhone, iPad and Android devices as well as a mobile optimized web page.

In addition to the same great search features found on Grainger.com, the Grainger mobile app includes barcode scanning, item number scanning, voice search and location based lists to streamline purchasing of commonly used items. Users can also establish KeepStock CMI programs and scan KS barcodes with the Grainger app. The Grainger mobile apps make it easy for you to get the supplies you need while you are on the go.

Workflow Management Controls: The City of Tucson and OMNIA Members are able to control and manage their workflow and spend management when registered and logged into Grainger.com. Grainger's order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. The workflow controls described here are administered by the individual Purchasing Entity.

Grainger's online Order Management System allows Members to:

- Establish an approval process for orders that exceed Member-specified dollar limits
- Set a budget for individual users on a per week, month or year and then track their spend with reporting
- Designate a specific users as default approvals
- Apply spend limits & default approvers across multiple users or groups of users
- Add notes to the order as it is sent for approval
- Modify delivery and payment information on orders submitted for approval

- Add, remove or change item quantities on orders submitted for approval
- Apply a payment method from your profile to a pending order
- Set order approval rules based on Market Basket items

Work Order Integration: Grainger also offers the ability to integrate Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases to work orders. This type of integration aligns work order data to product orders and packing slips for streamlined receiving, and assigns product cost to the work order for a full view of project costs.

Grainger has established full integrations with some CMMS/work order systems, which allow users to click out to a Grainger site for shopping. Other integrations have been established enabling flat file transfers to automate the reconciliation of work orders and purchases. Grainger's eCommerce Solutions Managers can assess current work order and purchasing processes and streamline this process with the solutions mentioned above.

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Yes, electronic invoicing is available as is summary invoicing. Grainger has multiple ways to receive an invoice including electronic invoicing:

- Individual invoices per shipment
- EDI invoicing
- P-Card invoicing
- Email invoicing
- Summary Billing

Please see **Exhibit 2 Sample Invoice**

Invoicing Process: Grainger uses our enterprise system (SAP) that allows us to select the type of billing the City of Tucson and OMNIA Members require. After the order is placed into our system and the delivery process completed (picked up or shipped out), the invoicing process begins.

- Member is sent an invoice according to the method required (email, electronic, other)
 - ✓ **Email:** Invoice is sent to the Member automatically to the identified email addresses in the system
 - ✓ **Electronic:** Invoice is sent to the Member electronically in cXML, EDI, xCBL of flat file format. Grainger has a team of analysts to work with you through implementation and testing of these electronic invoicing formats and build in certain customizations to meet your needs. Electronic invoicing allows your users to easily access invoice data within your system for easier reconciliation and payment.

Invoice and Packing Slips on Grainger.com

Omnia members have the ability to search order history and review invoices and packing slips of all Grainger orders on Grainger.com. This makes the reconciliation of pcard purchases much easier.

Summary Invoicing: Summary Invoicing (**Summary Billing**) is available for the City of Tucson and OMNIA Members. Grainger's summary billing is an invoicing system that simplifies Members' procurement process while reducing internal costs. We will provide a single bill containing a periodic summary of purchasing activity (monthly, semi-monthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Members will have fewer pages to approve and fewer checks to write. This reduction in procurement process steps will save you both time and money.

If Members meets the requirements for Grainger's Summary Billing program and chooses to participate in this cost savings program, Members will decide:

1. Manner in which bill is sorted
2. Cycle ending day

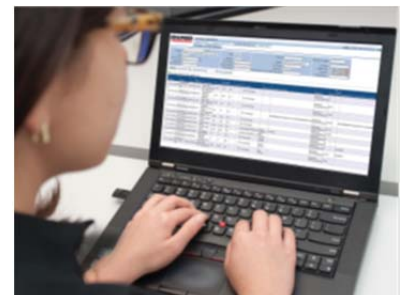
Summary billing sorts and subtotals individual invoices over a specified time. Members may select from more than twenty sorting options. Each month, Members will receive a bill approximately one week after the selected cycle-end date.

- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Each 2,000 Customer Service Associate (CSA) has use of state-of-the-art technology tools needed to address inquiries and ensure the City of Tucson and OMNIA Member's expectations are met.

Grainger's online system and network gives its government sellers and customer service representatives immediate online access to real time Member account information to help Members and provide information including, but not limited to: Status of orders (shipped or pending) as well as:

- Backorder status
- Contract pricing
- Category discounts
- Product availability
- Product information
- Account and billing questions
- Contract compliance
- Technical product support
- Cross referencing



Specifically for product returns for the following reasons:

- ✓ Wrong item shipped from Grainger
- ✓ Item damaged when received
- ✓ Faulty defective item that has warranties

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472-4643)
2. Indicate if they would like a replacement product or a credit
3. Grainger takes responsibility for the return and will send a return label to the customer
4. At their convenience, the customer carefully packages the item(s) and includes the packing slip
5. Pre-paid shipping label is placed on return package
6. Member notifies UPS to pick up the return.
7. New product is sent to the customer or their account is credited

Steps for a Standard Return originally shipped to a customer for the following reasons:

- ✓ Incorrect item ordered
- ✓ Ordered too many items
- ✓ No longer need or want

The product may be shipped back to Grainger or dropped off at any Grainger branch location.

For a product shipment:

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472-4643)
 2. Package the item(s) and include the packing slip
 3. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number and the item number for the product
 4. Indicate whether you would like a replacement product or a credit
 5. Ship the package to the nearest Grainger branch location
- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

Grainger measures performance in several ways:

1. On-time Delivery
2. Product Accuracy
3. Fill Rate
4. Complete Shipment Rate
5. Invoice Accuracy

Please note: percentages presented below are actual City of Tucson metrics.

On-Time Delivery | 95.52% On-time delivery is measured by the percent of “trackable” lines delivered by the customer’s expected delivery date.

The State of AZ is positioned in proximity to Grainger’s Los Angeles, CA distribution center (DC) that has the ability to provide next day delivery on most orders to most destination points within the state along with the city of Tucson. In addition to the Los Angeles, CA DC, Grainger operates a Dallas, TX DC that has the ability to provide 2

service day delivery on most orders to most destination points in AZ.

Product Accuracy | 99.23% Product accuracy is measured by the percent of lines Grainger fulfilled without post order correction

Fill Rate | 95.97% Grainger's annual average fill rate is in range of 95-97%. Grainger measures Fill Rate by tracking the percent of lines Grainger fulfilled "in full" from available stock at time of order.

EXAMPLE – A customer places an order for 10 distinct items; one each. Grainger fulfills all 10 items from our Chicago DC and the customer receives all 10 items the next business day. customer Fill Rate = 100%.

Invoice Accuracy 99.23% | Invoice accuracy is measured by the percent of lines Grainger correctly invoiced without post order correction

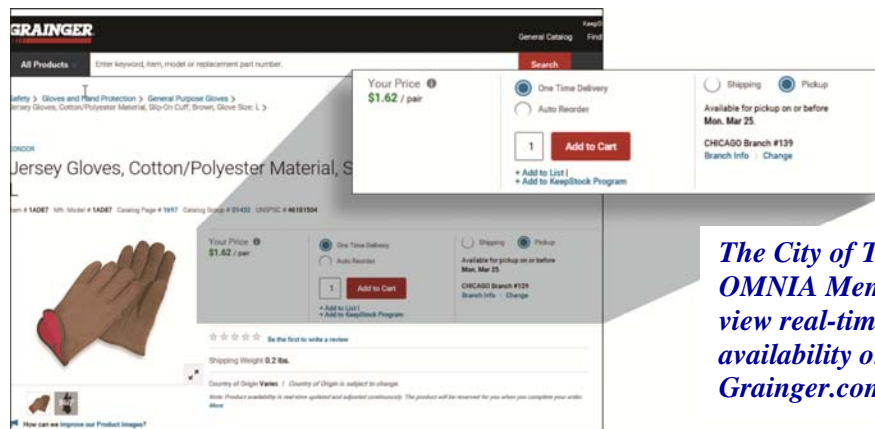
- e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.

The starting point for correct contract pricing is the Member's account number to which pricing is linked. Pricing is linked at the inception of the City of Tucson and OMNIA contract for previously aligned Members and for any new Member requesting to participate on the City of Tucson and OMNIA contract.

Grainger's pricing team will apply coding to all account numbers (locations) for each City of Tucson or OMNIA member within our company wide SAP Business Enterprise System. This coding will include pricing and freight terms, as well as all contract terms and conditions unique to the City of Tucson and OMNIA agreement.

- f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

For items back ordered, Grainger utilizes several methods to notify the City of Tucson and OMNIA Members if an item is out of stock, depending on order method. For online orders, Members will have **real time** visibility to out of stock or discontinued items.



The City of Tucson & OMNIA Members can view real-time product availability on Grainger.com

For substitute items, Grainger.com functionality includes a “compare items” feature which provides a side by side comparison of available alternates for the Member’s consideration. In all instances, the decision to accept a substitute product is solely that of the Member.

Product Compare

Item # **Add** **Remove All Items**

Products Overview

Remove Item	Remove Item	Remove Item	Remove Item	Remove Item
 Item #: 36H130 ANSELL Polyurethane Cut Resistant Gloves, ANSI/ISEA Cut Level 3, Dyneema® Lining, Lycra® Lining, Black, Gray, 6, P	 Item #: 48UP96 CONDOR Nitrile Cut Resistant Gloves, ANSI/ISEA Cut Level 3, HPPE, Spandex® Lining, Gray, Orange, S, PR 1	 Item #: 13U884 ANSELL Nitrile Cut Resistant Gloves, ANSI/ISEA Cut Level 3, Kevlar®, Nylon, Spandex®, Stainless Steel Lining	 Item #: 2RA73 ANSELL Uncoated Cut Resistant Gloves, ANSI/ISEA Cut Level 3, Kevlar® Lining, Yellow, S, PR 1	 Item #: 4TXL3 CONDOR Natural Rubber Latex Cut Resistant Gloves, ANSI/ISEA Cut Level 3, Kevlar® Lining, Blue, Yellow, S, P
Web Price ⁱ \$15.16 / pair	Web Price ⁱ \$8.18 / pair	Web Price ⁱ \$28.00 / pair	Web Price ⁱ \$8.11 / pair	Web Price ⁱ \$11.09 / pair
Qty <input type="text" value="1"/>	Qty <input type="text" value="1"/>	Qty <input type="text" value="1"/>	Qty <input type="text" value="1"/>	Qty <input type="text" value="1"/>
Add to Cart	Add to Cart	Add to Cart	Add to Cart	Add to Cart
+ Add to list	+ Add to list	+ Add to list	+ Add to list	+ Add to list

Once products have been selected for comparison to an out-of-stock item, details can be immediately viewed to determine a substitute product. The City of Tucson or OMNIA Members can choose a substitute product or wait for the out of stock product to arrive.

If the Member places an order either via a branch or phone, the Member is immediately notified by a Customer Service Associate (CSA) who will inform them of options for substitute or alternate items. Grainger’s ERP system easily allows the CSA to search for available alternates for the member to consider. Product information can also be emailed or faxed to the City of Tucson or OMNIA Member to review.

For faxed or emailed orders, a CSA will notify the Member and inform them of options for substitute or alternate items. Product information can be emailed or faxed to the Member.

For cancelling an item on an order the City can utilize grainger.com click to chat, call our customer service agents/branch/Sales representatives, email, or fax.



5. Other / Value Add

5. **Other/Value Add**

- a. Describe any government rebate or government incentive programs applicable

Grainger Incentive Program

Grainger is committed to offering incentives and rebates to all aspects of Public Agency use. Below are the newly enhanced incentive programs being offered through this contract.

Grainger provides incentives to City of Tucson/OMNIA Members that:

- 1) Affiliate to this contract
- 2) Purchase more than \$250,000 annually under the Agreement from Grainger,
- 3) Grow purchases under the Agreement and/or
- 4) Purchase more than 50% of spend via a Grainger approved ecommerce channel

These incentives are explained below:

Administrative Fee on Spend of More than \$250,000: Grainger will provide the City of Tucson/OMNIA members that purchase more than \$250,000 from Grainger in a contract year with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%). The 2% fee shall be on all net annual spend by a Member.

Incentive Growth: Grainger will provide the City of Tucson/OMNIA Members an incentive fee tied to annual incremental purchase growth. If the Member increases its net annual spend from Grainger, as compared to the previous contract year, Grainger will pay a 5% fee on the incremental growth.

eCommerce Incentive: Grainger will provide the City of Tucson/OMNIA members that purchase more than a 50% of spend from Grainger through a Grainger approved ecommerce channel with a 2% ecommerce incentive fee (ecommerce Incentive Fee) paid annually on all ecommerce spend for the contract year.

Reporting and Payment: Payment of the rebate, along with a supporting report, will be issued to Public Participating Agencies within 90 days of the close of the current contract year. Grainger will work with OMNIA Partners on the distribution of the funds.

Net Annual Spend Defined: Net Annual Spend is calculated for the contract year and is defined as the total invoice price of all contract year purchases less:

1. Refunds
2. Credits on returns
3. Discounts
4. The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program

- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

Grainger is capable of meeting all requirements for the monthly usage reporting. We will provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report will provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report will list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division and ordering entity.

Please see ***Exhibit 3 Grainger Sample Item Purchase Report***

- c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

Grainger will support the City of Tucson and OMNIA Members in achieving additional cost savings and efficiencies over the duration of the Contract by leveraging our years of experience in saving customers time and money. Grainger's core value proposition is centered on helping customers identify ways to "take costs out of their business," specifically in the areas of time, space and dollar savings.

For ease of reviewing all services Grainger offers the City of Tucson and OMNIA Members, Grainger has included all value-added services with the services in section 3.Services.



B. Price Proposal

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Attachment B

Estimated Item																			
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price		
616	2,000	Lobby Broom,Synthetic,Black	RUBBERMAID	FG637400BLA	Cleaning	5W638	EA	1	\$ 11.97	22%	\$ 2.71	1VAC2	EA	1	\$ 11.65	22%	\$ 3.07		
617	2,000	Toilet Paper,Jumbo,White,9" dia.,PK12	TOUGH GUY	31KY17	Cleaning	31KY17	PK	12	\$ 43.00	22%	\$ 20.32								
618	2,000	Hand Soap,Liquid,Citrus,0.5 gal.	GOJO	0958-04	Cleaning	12V411	EA	1	\$ 16.01	22%	\$ 6.42	13P643	EA	1	\$ 15.78	22%	\$ 9.23		
619	2,000	U-Shaped Fluorescent Lamp,T8,4100K,Cool	LUMAPRO	5NPL6	Lighting	5NPL6	EA	1	\$ 16.53	22%	\$ 4.07	5NPL5	EA	1	\$ 15.89	22%	\$ 4.07		
620	2,000	Trash Bags,15 gal.,8 micron,PK1000	TOUGH GUY	5XL46	Cleaning	5XL46	PK	1,000	\$ 45.09	22%	\$ 18.88	46MN10	PK	1000	\$ 46.00	22%	\$ 26.91		
621	2,000	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	F54W/T5/835/HO/ECO	Lighting	5AE34	EA	1	\$ 11.45	22%	\$ 3.61	5AE35	EA	1	\$ 11.45	22%	\$ 6.70		
622	2,000	LED Lamp,A19Shape,14.5W,1500 lm,2700K	PHILIPS	455683	Lighting	40CP59	EA	1	\$ 13.83	22%	\$ 2.98	40CP58	EA	1	\$ 3.59	22%	\$ 2.10		
623	2,000	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	F14WT5/841/ECO	Lighting	5AE14	EA	1	\$ 18.42	22%	\$ 3.83	5AE13	EA	1	\$ 17.95	22%	\$ 3.83		
624	2,000	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	F25T8/SP35/ECO	Lighting	6XV04	EA	1	\$ 6.52	22%	\$ 1.91	6XV06	EA	1	\$ 6.82	22%	\$ 3.99		
625	2,000	Granular Clay Absorbent,50 lb.,Bag	OIL-DRI	105090-G40	Safety	487F15	EA	1	\$ 18.25	19%	\$ 4.84	35UX86	EA	1	\$ 10.00	19%	\$ 3.41		
626	2,000	Depressed Center Wheel,T27,6x0.045x7/8,AO	NORTON	66252842202	Abrasives	6PH22	EA	1	\$ 4.91	7%	\$ 1.60	1AUC3	EA	1	\$ 4.66	7%	\$ 3.25		
627	2,000	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	F32T8/SPX35/ECO2	Lighting	4PL15	EA	1	\$ 3.53	22%	\$ 1.34	492X55	EA	1	\$ 3.11	22%	\$ 1.82		
628	2,000	Hand Dishwashing Soap,38oz.Unscented,PK8	DAWN	45112	Cleaning	1JY25	PK	8	\$ 78.68	22%	\$ 33.62	4TKE1	EA	1	\$ 22.45	22%	\$ 13.13		
629	2,000	Spray Paint,Safety Blue,15 oz.	RUST-OLEUM	V2124838	Paint, Equipment and Supplies	5H896	EA	1	\$ 9.05	10%	\$ 3.66	6KN87	EA	1	\$ 6.07	10%	\$ 4.10		
630	2,000	Disposable Gloves,LateX,XL,Natural,PK100	ANSELL	69-318	Safety	4XT05	PK	100	\$ 18.89	19%	\$ 5.16	1RL59	PK	100	\$ 12.63	19%	\$ 7.67		
631	2,000	Trash Grabber,Aluminum,36" L	UNGER	NT090	Cleaning	2NDR3	EA	1	\$ 43.16	22%	\$ 11.25	13R142	EA	1	\$ 29.91	22%	\$ 18.37		
632	2,000	Mechanics Glove,XL,Black/White,PR	IRONCLAD	EXO-MPLV-05-XL	Safety	45VL11	PR	1	\$ 20.27	19%	\$ 6.47	4FZE8	EA	1	\$ 23.58	19%	\$ 14.32		
633	2,000	Degreaser,20 oz.,Aerosol Can	CRC	03095	Cleaning	1D265	EA	1	\$ 16.40	22%	\$ 7.75	6PEC6	EA	1	\$ 7.68	22%	\$ 4.49		
634	2,000	Shower Curtain Hooks,Chrome,PK12	GRAINGER APPROVED	01-R9689H	Plumbing	10G198	PK	12	\$ 2.77	20%	\$ 1.26	4EEW7	PK	13	\$ 13.39	20%	\$ 8.03		
635	2,000	Multifold Sheets,White,BigFold(R),PK10	GEORGIA-PACIFIC	33587	Cleaning	3ZJD2	PK	10	\$ 85.13	22%	\$ 26.65	38C404	PK	16	\$ 33.68	22%	\$ 18.53		
636	2,000	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	F32T825W/SXL/SPX41/ECC	Lighting	29UY25	EA	1	\$ 10.27	22%	\$ 2.73								
637	2,000	CPR Kit,Wter Resist. Case,4inLx5inWx2inH	EMI	491	Safety	40KC65	EA	1	\$ 13.86	19%	\$ 6.15	13G208	PK	50	\$ 25.18	19%	\$ 8.21		
638	2,000	Gas Can,5 Gal.,Red,Self Vent	BRIGGS & STRATTON	85053G	Safety	4FZE5	EA	1	\$ 27.66	19%	\$ 12.23	4FZE7	EA	1	\$ 22.84	19%	\$ 13.88		
639	2,000	Toilet Cleaning Caddy	TOUGH GUY	280376	Cleaning	1CG56	EA	1	\$ 9.60	22%	\$ 2.22								
640	2,000	Disposable Gloves,Nitrile,L,Blue,PK50	MICROFLEX	SEC-375-L	Safety	3RRK4	PK	50	\$ 20.17	19%	\$ 6.42	48UN39	PK	50	\$ 15.79	19%	\$ 9.59		
641	2,000	High Cap.Pleated Filter,24x24x4,MERV8	AIR HANDLER	6B923	HVAC and Refrigeration	6B923	EA	1	\$ 21.18	40%	\$ 4.49	2W239	EA	1	\$ 16.64	40%	\$ 7.49		
642	2,000	Long Handled/Lobby,Plastic,11-5/16"	RUBBERMAID	FG253104BLA	Cleaning	4YJ48	EA	1	\$ 22.29	22%	\$ 6.88	1VAJ6	EA	1	\$ 17.96	22%	\$ 10.51		
643	2,000	Disposable Gloves,LateX,XL,Blue,PK50	MICROFLEX	L854	Safety	13G208	PK	50	\$ 25.18	19%	\$ 8.21	13G213	PK	100	\$ 19.76	19%	\$ 12.00		
644	2,000	LED Lamp,T8 Bulb Shape,14.0W,2100 lm	PHILIPS	469627	Lighting	522X69	EA	1	\$ 16.32	22%	\$ 6.84	40GT68	EA	1	\$ 10.32	22%	\$ 6.04		
645	2,000	Recycling Saddle,Black,1 gal.	RUBBERMAID	FG295073BLA	Cleaning	5RUU8	EA	1	\$ 15.57	22%	\$ 5.58	9DJAE	EA	1	\$ 16.09	22%	\$ 9.41		
646	2,000	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2178838	Paint, Equipment and Supplies	2FP66	EA	1	\$ 8.54	10%	\$ 3.66	6KP19	EA	1	\$ 6.07	10%	\$ 2.59		
647	2,000	Multifold Sheets,White,Tough Guy,PK16	TOUGH GUY	38C404	Cleaning	38C404	PK	16	\$ 44.00	22%	\$ 18.53	38C403	PK	16	\$ 41.96	22%	\$ 24.55		
648	2,000	Clipboard,Letter Size,Hardboard,Brown	GAV	492238	Office Supplies	492238	EA	1	\$ 2.84	5%	\$ 1.36	492239	EA	1	\$ 2.21	5%	\$ 1.57		
649	2,000	Trash Bags,56 gal.,1.10 mil,PK100	TOUGH GUY	31DK44	Cleaning	31DK44	PK	100	\$ 85.12	22%	\$ 14.96	5XL60	PK	100	\$ 78.00	22%	\$ 45.63		
650	2,000	Port. Elec. Heater,1500 W,5118 BtuH	DAYTON	3VU33	HVAC and Refrigeration	3VU33	EA	1	\$ 72.95	17%	\$ 22.38	3DZR7	EA	1	\$ 49.68	17%	\$ 30.93		
651	2,000	Patch Cord,Cat 5e,Booted,Black,5.0 ft.	MONOPRICE	3375	Electrical	5P2V2	EA	1	\$ 4.82	23%	\$ 0.78	5P2V6	EA	1	\$ 2.53	23%	\$ 1.46		
652	2,000	Blade,Scraper	HYDE	11180	Hand Tools	3PB47	EA	1	\$ 9.92	14%	\$ 3.62								
653	2,000	Roll,Hardwound,7-7/8",1000 ft.,Brown,PK6	GEORGIA-PACIFIC	26480	Cleaning	6TKF3	PK	6	\$ 99.26	22%	\$ 38.16	52RW80	PK	3	\$ 62.07	22%	\$ 36.31		
654	2,000	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	F96T12/CW/C/WM	Lighting	46T417	EA	1	\$ 8.47	22%	\$ 3.37	2F043	EA	1	\$ 10.14	22%	\$ 3.27		
655	2,000	Electronic Ballast,T12 Lamps,120/277V	PHILIPS ADVANCE	ICN-2540-N	Lighting	4FZN3	EA	1	\$ 23.81	22%	\$ 9.56	5ZND2	EA	1	\$ 20.20	22%	\$ 11.82		
656	2,000	Emrgncy Medical Kit,25 Components,Blk	EMI	9140	Safety	33VP21	EA	1	\$ 78.73	19%	\$ 43.24	487J21	EA	1	\$ 90.26	19%	\$ 54.83		
657	2,000	Roll,Centerpull,7-25/32",700 ft,Whit,PK4	TOUGH GUY	22UY42	Cleaning	22UY42	PK	4	\$ 66.58	22%	\$ 19.18	22UY44	PK	4	\$ 55.55	22%	\$ 32.50		
658	2,000	Pail,5.0 gal.,Open Head,Natural	GRAINGER APPROVED	ROP2150-NM	Material Handling	49EN35	EA	1	\$ 7.95	15%	\$ 3.58								
659	2,000	Line Marking Paint,17 oz.,Fl Orng	RUST-OLEUM	203036	Paint, Equipment and Supplies	6KP38	EA	1	\$ 5.81	10%	\$ 2.58	6KP06	EA	1	\$ 6.03	10%	\$ 4.07		
660	2,000	Baseboard Stripper,Size 21 oz.	3M	14001	Cleaning	3U123	EA	1	\$ 16.66	22%	\$ 9.10	2DCA6	EA	1	\$ 13.33	22%	\$ 4.22		
661	2,000	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	1WG31	Outdoor Equipment	1WG31	EA	1	\$ 35.59	12%	\$ 12.91	1WG33	EA	1	\$ 39.68	12%	\$ 26.19		
662	2,000	Leather Gloves,Single Palm,L,PR	CONDOR	2MDA6	Safety	2MDA6	PR	1	\$ 5.03	19%	\$ 1.45	6AJ36	PR	1	\$ 3.71	19%	\$ 2.25		
663	2,000	Rubber Sealant,9.8 oz.,Clear	DAP	08641	Adhesives, Sealants and Tape	5A463	EA	1	\$ 7.99	7%	\$ 2.42	5E077	EA	1	\$ 6.05	7%	\$ 4.22		
664	2,000	Aluminum Cleaner ,16 oz. Aerosol Can	TOUGH GUY	2DBY3	Cleaning	2DBY3	EA	1	\$ 13.07	22%	\$ 2.40	6VLA2	EA	1	\$ 10.53	22%	\$ 6.16		
665	2,000	Nesting Conveyor Bin,18 In L,10 In H	NEW ENGLAND PLASTI	H-1812-10 GRAY	Material Handling	8EKH1	EA	1	\$ 26.41	15%	\$ 12.58	9WK90	EA	1	\$ 26.41	15%	\$ 16.84		
666	2,000	Door Stop Wedge XL,Ylw,6-3/4" L,PK2	MASTER	G0005	Hardware	4JG44	PK	2	\$ 8.51	5%	\$ 2.81	4JG43	PK	2	\$ 9.32	5%	\$ 6.64		
667	2,000	V-Belt,4L220	DAYTON	4L220	Power Transmission	4L220	EA	1	\$ 6.51	19%	\$ 1.11	4L230	EA	1	\$ 6.51	19%	\$ 1.11		
668	2,000	Bath Tissue Dispenser,Width 13-1/2 In	TOUGH GUY	22LC64	Cleaning	22LC64	EA	1	\$ 39.06	22%	\$ 12.84	4DJV2	EA	1	\$ 52.05	22%	\$ 30.45		
669	2,000	Corn Broom,Head and Handle,7-1/2",Tan	TOUGH GUY	34F931	Cleaning	34F931	EA	1	\$ 6.54	22%	\$ 1.91	43WX80	EA	1	\$ 10.14	22%	\$ 5.93		
670	2,000	Plug-In CFL,18W,Dimmable,3500K	GE LIGHTING	F18DBX/835/ECO4P	Lighting	1PGX3	EA	1	\$ 15.40	22%	\$ 3.22	1PGX1	EA	1	\$ 15.86	22%	\$ 9.28		
671	2,000	Fluorescent Lamp,T8,48In. L,32W,6500K	LUMAPRO	48GP58	Lighting	48GP58	EA	1	\$ 3.87	22%	\$ 1.53								
672	2,000	Extendable Duster,Lambswool,30" to 47"L	TOUGH GUY	1MYH2	Cleaning	1MYH2	EA	1	\$ 18.18	22%	\$ 3.39	1MYG9	EA	1	\$ 10.65	22%	\$ 6.23		
673	1,000	Std Cap.Pleated Filter,12x24x1,MERV7	AIR HANDLER	4E437	HVAC and Refrigeration	4E437	EA	1	\$ 6.23	40%	\$ 2.10	5W502	EA	1	\$ 4.99	40%	\$ 2.25		
674	1,000	Lever Door Holder,Clear Aluminum,5" H	KABA ILCO	IL-KDDH-5-AL	Hardware	40J103	EA	1	\$ 7.44	5%	\$ 3.07	40JK99	EA	1	\$ 5.87	5%	\$ 2.42		
675	1,000	High Pressure Sodium Lamp,E18,400W	GE LIGHTING	LU400/H/ECO	Lighting	3APT6	EA	1	\$ 24.05	22%	\$ 8.74	54EP65	EA	1	\$ 9.97	22%	\$ 4.47		
676	1,000	Electrical Tape,7 mil,3/4" x 66 ft.,Whit	SCOTCH	35 3/4X66 WHITE	Adhesives, Sealants and Tape	2A228	EA	1	\$ 7.59	7%	\$ 3.96	19N737	EA	1	\$ 6.07	7%	\$ 4.23		
677	1,000	String Correctional Facility Mop,24 oz.	TOUGH GUY	22VA24	Cleaning	22VA24	EA	1	\$ 21.65	22%	\$ 7.85	22VA23	EA	1	\$ 16.95	22%	\$ 9.92		
678	1,000	Trash Bags,40 to 45 gal.,22 micron,PK150	TOUGH GUY	5XL50	Cleaning	5XL50	PK	150	\$ 75.00	22%	\$ 17.06	4KN40	PK	250	\$ 54.47	22%	\$ 31.86		
679	1,000	Antimicrobial Pleat Filter,20x20x2,MERV8	AIR HANDLER	2EKF7	HVAC and Refrigeration	2EKF7	EA	1	\$ 14.59	40%	\$ 3.18	6B937	EA	1	\$ 7.58	40%	\$ 3.41		
680	1,000	Disposable Towels,Double Re-Creped	TOUGH GUY	32RT58	Cleaning	32RT58	EA	1	\$ 3.63	22%	\$ 1.30	2XRN3	EA	1	\$ 4.91	22%	\$ 2.87		
681	1,000	Spray Paint,Gloss White,12 oz.																	

Estimated Item																	
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
705	1,000	Standard Battery,AA,Alkaline,PK24	DURACELL	QU1500BKD	Electronics, Appliances, and Batteries	21LN81	PK	24	\$ 36.36	19%	\$ 8.20	40KJ60	PK	24	\$ 11.59	19%	\$ 4.19
706	1,000	Trash Bags,60 gal.,1.20 mil,PK100	TOUGH GUY	31DK84	Cleaning	31DK84	PK	100	\$ 89.12	22%	\$ 16.41	1XE82	PK	100	\$ 55.07	22%	\$ 32.22
707	1,000	String Wet Mop,16 oz., Cotton	RUBBERMAID	FGF11600WH00	Cleaning	5M971	EA	1	\$ 5.20	22%	\$ 2.09	16W219	EA	1	\$ 7.58	22%	\$ 4.43
708	1,000	Scrub Brush,Palmyra,Replacement Brush	TOUGH GUY	3H381	Cleaning	3H381	EA	1	\$ 7.75	22%	\$ 1.72	3H382	EA	1	\$ 9.38	22%	\$ 1.63
709	1,000	Safety Glasses,Clear	CONDOR	23Y617	Safety	23Y617	EA	1	\$ 4.66	19%	\$ 1.58	23Y604	EA	1	\$ 3.01	19%	\$ 1.83
710	1,000	Disposable Gloves,Nitrile,XL,Blue,PK100	MICROFLEX	N194	Safety	2VLY9	PK	100	\$ 17.02	19%	\$ 4.91	2VLY5	PK	100	\$ 12.05	19%	\$ 7.32
711	1,000	Glass Cleaner,Jug,1 gal.	WINDEX	696503	Cleaning	3U560	EA	1	\$ 14.95	22%	\$ 7.45	36XX43	EA	1	\$ 7.20	22%	\$ 4.21
712	1,000	Elbow,90 Deg,Wrot Copper,1" Tube	NIBCO	607 1	Plumbing	5P054	EA	1	\$ 5.39	20%	\$ 1.44	5P082	EA	1	\$ 7.81	20%	\$ 4.69
713	1,000	Inverted Marking Paint,Caution Blue	RUST-OLEUM	V2324838	Paint, Equipment and Supplies	5H911	EA	1	\$ 8.29	10%	\$ 3.61	6A380	EA	1	\$ 11.26	10%	\$ 7.60
714	1,000	Quartz Metal Halide Lamp,ED37,400W	GE LIGHTING	MVR400/U	Lighting	2V658	EA	1	\$ 27.42	22%	\$ 9.63	54EP78	EA	1	\$ 15.81	22%	\$ 9.25
715	1,000	Smoke Alarm,Ionization,120VAC, 9V	FIREX	I4618	Safety	5MPK8	EA	1	\$ 18.99	19%	\$ 8.16	5MPLO	EA	1	\$ 82.37	19%	\$ 50.04
716	1,000	Lubricant/Corrosion Inhibitor,11.75 oz.	FLUID FILM	AS 11	Lubrication	10N783	EA	1	\$ 13.49	7%	\$ 5.85	6Y745	EA	1	\$ 23.31	7%	\$ 16.26
717	1,000	Mechanics Gloves,Utility,XL,Black,PR	IRONCLAD	WFG2-05-XL	Safety	24U157	PR	1	\$ 15.95	19%	\$ 6.18	24U156	PR	1	\$ 15.95	19%	\$ 9.69
718	1,000	Coated Gloves,Palm and Fingers,L,10",PR	MCR SAFETY	N96790L	Safety	40P596	PR	1	\$ 4.20	19%	\$ 1.69	40P597	PR	1	\$ 4.20	19%	\$ 2.55
719	1,000	Mop Bucket and Wringer,8-3/4 gal.,Yellow	RUBBERMAID	FG758088YEL	Cleaning	5NY79	EA	1	\$ 131.63	22%	\$ 48.86					22%	
720	1,000	Hand Cleaning Towels,6" x 8",Citrus	D-LEAD	WT041	Cleaning	3VDJ5	EA	1	\$ 10.99	22%	\$ 4.56	1XE48	EA	1	\$ 8.29	22%	\$ 4.85
721	1,000	Tongue and Groove Plier,12" L	CHANNELLOCK	440	Hand Tools	4CR41	EA	1	\$ 19.54	14%	\$ 10.88	4CR43	EA	1	\$ 31.04	14%	\$ 18.07
722	1,000	Fuse,RK5,Ser FRN-R,30 A,250VAC/125VDC	EATON BUSSMANN	FRN-R-30	Electrical	1A698	EA	1	\$ 9.81	23%	\$ 1.60	4YZE1	EA	1	\$ 7.37	23%	\$ 4.26
723	1,000	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	F48T12/CW/HO	Lighting	3V443	EA	1	\$ 11.29	22%	\$ 3.83	492Y06	EA	1	\$ 8.51	22%	\$ 4.98
724	1,000	Leather Drivers Gloves,Goatskin,L,PR	CONDOR	1VT47	Safety	1VT47	PR	1	\$ 9.12	19%	\$ 3.72	3ZL50	PR	1	\$ 9.97	19%	\$ 6.06
725	1,000	LED Lamp,A21 Bulb Shape,17.5W,1600 lm	LUMAPRO	52XJ23	Lighting	52XJ23	EA	1	\$ 9.38	22%	\$ 4.75	53DP56	EA	1	\$ 13.58	22%	\$ 6.01
726	1,000	Luncheon Napkin,White,Full Fold,PK6000	GRAINGER APPROVED	409347	Furniture, Hospitality and Food Service	16W474	PK	6,000	\$ 91.62	7%	\$ 34.56	16W473	PK	4000	\$ 38.17	7%	\$ 26.62
727	1,000	Safety Glasses,Blue Mirror	JACKSON SAFETY	14481	Safety	33VA55	EA	1	\$ 8.29	19%	\$ 2.51	3VA56	PK	2	\$ 6.68	19%	\$ 3.91
728	1,000	Std Cap.Pleated Filter,12x20x1,MERV7	AIR HANDLER	6C519	HVAC and Refrigeration	6C519	EA	1	\$ 5.51	40%	\$ 2.02	5C451	EA	1	\$ 4.39	40%	\$ 1.98
729	1,000	String Wet Mop,16 oz. Cotton	TOUGH GUY	1TYL3	Cleaning	1TYL3	EA	1	\$ 17.41	22%	\$ 3.31	1TYL5	EA	1	\$ 11.72	22%	\$ 6.86
730	1,000	Contact Cleaner,13 oz.,Aerosol Can	CRC	03150	Cleaning	12W317	EA	1	\$ 30.25	22%	\$ 13.63	2HYX5	EA	1	\$ 40.23	22%	\$ 23.53
731	1,000	Water Softener Salt,Sodium Chloride	DIAMOND CRYSTAL	6141550	Plumbing	42DA15	EA	1	\$ 14.32	20%	\$ 6.34	42DA14	EA	1	\$ 11.39	20%	\$ 6.83
732	1,000	Dust Mop Handle,Clip On,60"L	TOUGH GUY	1TZG8	Cleaning	1TZG8	EA	1	\$ 16.87	22%	\$ 3.41	1TZG9	EA	1	\$ 27.23	22%	\$ 15.93
733	1,000	Penetrating Oil, 16 Oz.	LIQUID WRENCH	L116	Lubrication	12U383	EA	1	\$ 9.68	7%	\$ 4.08					7%	
734	1,000	Trash Bags,60 gal.,22 micron,PK150	TOUGH GUY	4CU29	Cleaning	4CU29	PK	150	\$ 93.00	22%	\$ 20.47	5XL49	PK	150	\$ 93.00	22%	\$ 20.27
735	1,000	LED Lamp,Cylindrical,Polycarbonate,PK2	GE LIGHTING	LED15LS2/850	Lighting	52XH97	PK	2	\$ 18.23	22%	\$ 8.56	1PGY5	EA	1	\$ 15.13	22%	\$ 8.85
736	1,000	Drivers Gloves,Split Leather,Gray,XL,PR	CONDOR	5PE84	Safety	5PE84	PR	1	\$ 5.40	19%	\$ 1.73	1AD52	PR	1	\$ 8.74	19%	\$ 5.31
737	1,000	Safety Pin,2 Wire Snap	FABORY	U39684.025.0250	Fasteners	5VU34	EA	1	\$ 3.23	30%	\$ 0.39	5VU31	EA	1	\$ 2.74	30%	\$ 1.44
738	1,000	Wall Switch Key	HUBBELL WIRING DEVI	HBL1209	Electrical	5Z730	EA	1	\$ 4.18	23%	\$ 1.77					23%	
739	1,000	Disposable Gloves,Nitrile,M,Blue,PK100	MICROFLEX	N192	Safety	2VLY7	PK	100	\$ 17.02	19%	\$ 4.91	2VLY3	PK	100	\$ 12.05	19%	\$ 7.32
740	1,000	Disposable Gloves,Nitrile,L,Blue,PK100	MICROFLEX	N193	Safety	2VLY8	PK	100	\$ 17.02	19%	\$ 4.91	2VLY4	PK	100	\$ 12.05	19%	\$ 7.32
741	1,000	Trash Bags,15 gal.,0.35 mil,PK500	TOUGH GUY	31DK65	Cleaning	31DK65	PK	500	\$ 42.36	22%	\$ 12.90	46MN17	PK	500	\$ 41.00	22%	\$ 23.99
742	1,000	Plug-In CFL,26W,Dimmable,2700K,17,000 hr	GE LIGHTING	F26DBX/827/ECO4P	Lighting	1PGY4	EA	1	\$ 11.71	22%	\$ 3.50	1PGY6	EA	1	\$ 15.03	22%	\$ 8.79
743	1,000	Scouring Pad,9-1/2"L,6"W,Nyln,Grn,PK10	ABILITY ONE	7920-00-753-5242	Cleaning	5LG75	PK	10	\$ 5.78	22%	\$ 2.49					22%	
744	1,000	Extension Cord,50 ft.,PVC,14/3 ga.	POWER FIRST	1FD55	Electrical	1FD55	EA	1	\$ 39.41	23%	\$ 13.12	4GAA8	EA	1	\$ 52.42	23%	\$ 30.27
745	1,000	Line Marking Paint,17 oz.,Fl Pink	RUST-OLEUM	1861838	Paint, Equipment and Supplies	6YH17	EA	1	\$ 6.09	10%	\$ 2.40	6YH10	EA	1	\$ 6.03	10%	\$ 4.07
746	1,000	LED Linear Lamp,2100 lm,4000K Color Temp	GE LIGHTING	LED14ET8/G/4/840	Lighting	467W19	EA	1	\$ 8.72	22%	\$ 4.16	449V01	EA	1	\$ 8.24	22%	\$ 5.46
747	1,000	High Pressure Sodium Lamp,ED23.5,150W	GE LIGHTING	LU150/55/H/ECO	Lighting	2VAD7	EA	1	\$ 24.65	22%	\$ 8.95	54EP67	EA	1	\$ 10.17	22%	\$ 5.95
748	1,000	Standard Battery,AA,Alkaline,PK24	DAYTON	40KJ60	Electronics, Appliances, and Batteries	40KJ60	PK	24	\$ 11.59	19%	\$ 4.19	22A624	PK	24	\$ 22.73	19%	\$ 13.81
749	1,000	Disposable Gloves,Latex,M,Natural,PK100	ANSELL	69-318	Safety	4XT03	PK	100	\$ 18.89	19%	\$ 5.16	2VLY3	PK	100	\$ 12.05	19%	\$ 7.32
750	1,000	Screw-In CFL,T3,Non-Dimmable,2700K	GE LIGHTING	FLE20HT3/2/827	Lighting	3AJ83	EA	1	\$ 7.16	22%	\$ 1.98	492Y87	PK	4	\$ 16.16	22%	\$ 9.45
751	1,000	Multi-Bit Screwdriver,11-in-1,7-1/2"	KLEIN TOOLS	32500	Hand Tools	2RKT1	EA	1	\$ 23.91	14%	\$ 11.22	5LL46	EA	1	\$ 23.60	14%	\$ 10.51
752	1,000	ProPress 90 elbow, 1/2" x 1/2"	VIEGA PROGRESS	77317	Plumbing	1RPJ4	EA	1	\$ 3.54	20%	\$ 1.65					20%	
753	1,000	High Cap.Pleated Filter,24x24x2,MERV11	AIR HANDLER	2DYE2	HVAC and Refrigeration	2DYE2	EA	1	\$ 17.19	40%	\$ 4.80	3GRU4	EA	1	\$ 15.74	40%	\$ 7.08
754	1,000	Razor Blade,1-1/2" W, PK100	STANLEY	11-515	Hand Tools	4A807	PK	100	\$ 9.71	14%	\$ 1.93	4A807	PK	100	\$ 9.71	14%	\$ 1.93
755	1,000	Hercules Pro Poxy 20	HERCULES	25515C	Adhesives, Sealants and Tape	5KAV9	EA	1	\$ 8.99	7%	\$ 4.73	5TT85	EA	1	\$ 19.76	7%	\$ 13.78
756	1,000	Plunger, 6.25in., 21in., Rubber, Wood	KORKY	93-8	Cleaning	29VM26	EA	1	\$ 7.57	22%	\$ 3.22					22%	
757	1,000	Plug-In CFL,26W,Non-Dim,3500K,10,000 hr	GE LIGHTING	F26DBX/835/ECO	Lighting	1PGY2	EA	1	\$ 13.20	22%	\$ 2.24	1PGX9	EA	1	\$ 13.45	22%	\$ 7.87
758	1,000	Reusable Bag,Standard,LDPE,Seal,PK100	GRAINGER APPROVED	52W35	Material Handling	52W35	PK	100	\$ 9.05	15%	\$ 2.14	52W44	PK	100	\$ 12.63	15%	\$ 8.05
759	1,000	Gas Can,2 Gal.,Red,Self Vent,Poly	BRIGGS & STRATTON	85023G	Safety	13K587	EA	1	\$ 15.86	19%	\$ 7.36	13K586	EA	1	\$ 13.05	19%	\$ 7.93
760	1,000	Vacuum Breaker,3/4 In.,GHT	ZURN WILKINS	BFP-9	Plumbing	22N566	EA	1	\$ 6.12	20%	\$ 2.77	29YL69	EA	1	\$ 17.61	20%	\$ 10.57
761	1,000	Compressor Oil,1L, All Season Select	INGERSOLL RAND	38440228	Pneumatics	2Y883	EA	1	\$ 28.08	11%	\$ 10.08	1WG49	EA	1	\$ 42.94	11%	\$ 28.66
762	1,000	Antimicrobial Pleat Filter,16x20x2,MERV8	AIR HANDLER	2EKE9	HVAC and Refrigeration	2EKE9	EA	1	\$ 13.62	40%	\$ 2.77	6B956	EA	1	\$ 7.21	40%	\$ 3.24
763	1,000	Plug-In CFL,26W,T4 PL,1800 lm,3500K	LUMAPRO	35ZU35	Lighting	35ZU35	EA	1	\$ 9.78	22%	\$ 2.19	35ZU36	EA	1	\$ 9.78	22%	\$ 2.19
764	1,000	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	F32T8/25W/SPX50/ECO	Lighting	2ETR9	EA	1	\$ 6.32	22%	\$ 2.13	2ETR8	EA	1	\$ 6.32	22%	\$ 3.70
765	1,000	Bolt,Spring,6 In	GRAINGER APPROVED	4PE78	Hardware	4PE78	EA	1	\$ 16.69	5%	\$ 2.02	4PE10	EA	1	\$ 20.51	5%	\$ 14.61
766	1,000	Gen Purpose Handheld Light,LED,Black	GRAINGER APPROVED	5RHT3	Lighting	5RHT3	EA	1	\$ 9.73	22%	\$ 4.03	49C128	EA	1	\$ 10.72	22%	\$ 6.38
767	1,000	GFCI Receptacle,20A,125VAC,5-20R,White	HUBBELL WIRING DEVI	GFRST20W	Electrical	39EA26	EA	1	\$ 29.63	23%	\$ 10.40						
768	1,000	Masking Tape,Paper,Blue,2"	GRAINGER APPROVED	20PJ24	Adhesives, Sealants and Tape	20PJ24	EA	1	\$ 14.75	7%	\$ 4.79	6FET7	EA	1	\$ 15.78	7%	\$ 4.54
769	1,000	String Wet Mop,12 oz. Cotton	TOUGH GUY	16W207	Cleaning	16W207	EA	1	\$ 5.09	22%	\$ 1.33	16W210	EA	1	\$ 10.66	22%	\$ 6.24
770	1,000	Plug-In CFL,26W,T4 PL,Cool,1800 lm,4100K	LUMAPRO	35Z													

Estimated Item																		
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	
794	1,000	Leather Drivers Gloves,Cowhide,L,PR	CONDOR	1AJ23	Safety	1AJ23	PR	1	\$ 10.47	19%	\$ 8.49	3ZL50	PR	1	\$ 9.97	19%	\$ 8.07	
795	1,000	Voltage Detector,5 In. L,90 to 1000VAC	FLUKE	FLUKE-1AC-A1-II	Test Instruments	2KU25	EA	1	\$ 34.73	7%	\$ 32.27	6JG67	EA	1	\$ 3.13	7%	\$ 2.92	
796	1,000	Incandescent Light Bulb,A21,100W	GE LIGHTING	100A/RS/STG-120V	Lighting	2V393	EA	1	\$ 7.51	22%	\$ 5.85	4HCL2	EA	1	\$ 10.31	22%	\$ 8.04	
797	1,000	Battery,18V,2.2Ah,NiCd,PK2	DEWALT	DC9096-2	Power Tools	6VEE3	PK	2	\$ 187.58	11%	\$ 166.85	21RV47	EA	1	\$ 164.13	11%	\$ 145.51	
798	1,000	Hard Hat, E,White,4 pt. Ratchet	MSA	475358	Safety	4LN95	EA	1	\$ 21.45	19%	\$ 17.54	52LC92	EA	1	\$ 10.11	19%	\$ 8.19	
799	1,000	Shipping Carton,Kraft,18 In. L,Single	GRAINGER APPROVED	11A777	Material Handling	11A777	EA	1	\$ 5.15	15%	\$ 4.38						15%	
800	1,000	Perforated Roll,11",230 ft.,White,PK12	GEORGIA-PACIFIC	27700	Cleaning	6RA70	PK	12	\$ 65.37	22%	\$ 50.89	22UY43	PK	30	\$ 47.68	22%	\$ 36.26	
801	1,000	Air Filter,20x25x2",Fiberglass	AIR HANDLER	1W100	HVAC and Refrigeration	1W100	EA	1	\$ 6.99	40%	\$ 4.19	2W233	EA	1	\$ 7.42	40%	\$ 4.45	
802	1,000	Bungee Strap,Black,24" L	THE BETTER BUNGEE	BBS24GBK	Material Handling	46CA51	EA	1	\$ 7.59	15%	\$ 6.46							
803	1,000	Rubbing Alcohol,Antiseptics,Bottle	MEDIQUE	26831	Safety	3WHL3	EA	1	\$ 4.68	19%	\$ 3.80	3WHL2	EA	1	\$ 45.76	19%	\$ 37.17	
804	1,000	Facial Tissue,Envison,Flat Box,PK30	GEORGIA-PACIFIC	47410	Cleaning	2U250	PK	30	\$ 49.54	22%	\$ 38.84	40KH97	EA	1	\$ 1.40	22%	\$ 1.08	
805	1,000	Std Cap.Pleated Filter,20x24x4,MERV7	AIR HANDLER	5C437	HVAC and Refrigeration	5C437	EA	1	\$ 16.46	40%	\$ 9.88	6B932	EA	1	\$ 18.53	40%	\$ 11.12	
806	1,000	Plug-In CFL,18W,Dimmable,4100K	GE LIGHTING	F18DBX/841/ECO4P	Lighting	1PGX4	EA	1	\$ 15.07	22%	\$ 11.66	1PGX3	EA	1	\$ 15.40	22%	\$ 12.01	
807	1,000	Scrapper,Stiff,4",Carbon Steel	UNGER	LH12C	Hand Tools	3U446	EA	1	\$ 30.49	14%	\$ 26.53	2CJP7	EA	1	\$ 15.53	14%	\$ 13.36	
808	1,000	Shop Towels,Double Re-Creped	SCOTT	75260	Cleaning	2XRN4	EA	1	\$ 30.49	22%	\$ 23.79	2XRN3	EA	1	\$ 4.91	22%	\$ 3.83	
809	1,000	Fasguard Synthetic Leather Palm Black,L	MCR SAFETY	903L	Safety	26H690	EA	1	\$ 16.04	19%	\$ 13.07	488C76	PR	1	\$ 15.09	19%	\$ 12.32	
810	1,000	LED Lamp, A19, 3000K	PHILIPS	479865	Lighting	45AU62	EA	1	\$ 8.59	22%	\$ 6.63	34TE72	EA	1	\$ 10.18	22%	\$ 7.94	
811	1,000	Coated Gloves,Palm and Finger,XL,PR	CONDOR	19K978	Safety	19K978	PR	1	\$ 4.21	19%	\$ 3.41	19K977	PR	1	\$ 4.21	19%	\$ 3.41	
812	1,000	Standard Battery,AA,Alkaline,PK36	DURACELL	MN15P36	Electronics, Appliances, and Batteries	39G076	PK	36	\$ 31.47	19%	\$ 25.58	40KJ60	PK	24	\$ 11.59	19%	\$ 9.43	
813	1,000	Drivers Gloves,Split Leather,Gray,L,PR	CONDOR	5PE83	Safety	5PE83	PR	1	\$ 5.40	19%	\$ 4.37	5AD08	PR	1	\$ 4.15	19%	\$ 3.32	
814	1,000	Safety Glasses,Indoor/Outdoor	JACKSON SAFETY	25685	Safety	2UYF7	EA	1	\$ 7.39	19%	\$ 5.95	1FY55	EA	1	\$ 6.29	19%	\$ 5.11	
815	1,000	String Wet Mop,34 oz., Cotton	TOUGH GUY	16W220	Cleaning	16W220	EA	1	\$ 12.48	22%	\$ 9.74	16W219	EA	1	\$ 7.58	22%	\$ 5.90	
816	1,000	Snow Shovel,Aluminum, Poly Blade,18" W	TRUE TEMPER	1638900	Outdoor Equipment	5W938	EA	1	\$ 30.29	12%	\$ 26.66	4W604	EA	1	\$ 22.45	12%	\$ 19.86	
817	1,000	Delineator Post with Base,45 In,Orange	GRAINGER APPROVED	03-747RBCG	Safety	1EKU7	EA	1	\$ 30.46	19%	\$ 24.77	13P901	EA	1	\$ 18.97	19%	\$ 15.18	
818	1,000	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	F30T8/CW	Lighting	4VA39	EA	1	\$ 12.82	22%	\$ 9.91	492X75	EA	1	\$ 10.84	22%	\$ 8.45	
819	1,000	Coat and Garment Hook,2 Ends,Aluminum	GRAINGER APPROVED	1HHL1	Hardware	1HHL1	EA	1	\$ 3.63	5%	\$ 3.45	1HHL5	EA	1	\$ 10.57	5%	\$ 10.04	
820	1,000	Water Filter Pitcher System,100 F	DUPONT	WFPT100	Plumbing	25CA58	EA	1	\$ 27.33	20%	\$ 21.86	25CA57	EA	1	\$ 20.71	20%	\$ 16.57	
821	1,000	Leather Gloves,Gauntlet Cuff,L,PR	CONDOR	5AR16	Safety	5AR16	PR	1	\$ 6.60	19%	\$ 5.35	2AW10	PR	1	\$ 5.40	19%	\$ 4.37	
822	1,000	Safety Glasses,Silver Mirror	CROSSFIRE	2123	Safety	36VZ73	EA	1	\$ 10.69	19%	\$ 8.67	4UCN9	EA	1	\$ 10.80	19%	\$ 8.74	
823	1,000	LED Lamp,3500K,Indoor,15W,Glass	GE LIGHTING	LED15ET8/G/4/835	Lighting	48PY01	EA	1	\$ 14.20	22%	\$ 10.88	48PY02	EA	1	\$ 14.49	22%	\$ 11.19	
824	1,000	Degreaser,20 oz.,Aerosol Can	CRC	14170	Cleaning	3EED5	EA	1	\$ 12.89	22%	\$ 9.97	6PEC6	EA	1	\$ 7.68	22%	\$ 5.99	
825	1,000	Lobby Broom,Synthetic,Black	TOUGH GUY	1VAC2	Cleaning	1VAC2	EA	1	\$ 11.65	22%	\$ 9.04	5W638	EA	1	\$ 11.97	22%	\$ 9.31	
826	1,000	Cleaner/Degreaser,32 oz.,Spray Bottle	OIL EATER	AOD3211902	Cleaning	6TUK6	EA	1	\$ 7.02	22%	\$ 5.46	6TUK5	EA	1	\$ 6.24	22%	\$ 4.83	
827	1,000	CPR Filtershield,Universal,Pouch	HONEYWELL NORTH	121065	Safety	4T382	EA	1	\$ 11.08	19%	\$ 8.96	14U295	EA	1	\$ 8.25	19%	\$ 6.60	
828	1,000	Face Mask,Orange	REFRIGWEAR	0047RORGOSA	Safety	46W008	EA	1	\$ 14.39	19%	\$ 11.67	46W006	EA	1	\$ 14.39	19%	\$ 11.67	
829	1,000	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	F72T12/CW	Lighting	3V403	EA	1	\$ 17.41	22%	\$ 13.47	4V773	EA	1	\$ 16.63	22%	\$ 12.90	
830	1,000	Disposable Gloves,Nitrile,9in L,XL,PK100	CONDOR	48UN03	Safety	48UN03	PK	100	\$ 10.23	19%	\$ 8.29	2VLY9	PK	100	\$ 17.02	19%	\$ 13.64	
831	1,000	Body Wash Shampoo Shave,1000mL,PK2	OPS	1405-04G	Cleaning	36TY80	PK	2	\$ 101.99	22%	\$ 78.75	36TY79	PK	2	\$ 92.60	22%	\$ 72.08	
832	1,000	Tongue and Groove Plier,10" L	CHANNELLOCK	430	Hand Tools	4CR40	EA	1	\$ 17.24	14%	\$ 14.81	4CR37	EA	1	\$ 17.95	14%	\$ 14.36	
833	1,000	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	F32T8/XL/SPX65E2	Lighting	36H781	EA	1	\$ 7.58	22%	\$ 5.81	2ETU2	EA	1	\$ 5.39	22%	\$ 4.11	
834	1,000	String Wet Mop,28 oz., Cotton	TOUGH GUY	1TYP6	Cleaning	1TYP6	EA	1	\$ 11.81	22%	\$ 9.19	1TYP7	EA	1	\$ 12.48	22%	\$ 9.66	
835	1,000	High Cap.Pleated Filter,15x20x2,MERV8	AIR HANDLER	6B963	HVAC and Refrigeration	6B963	EA	1	\$ 8.29	40%	\$ 4.97	6C517	EA	1	\$ 7.26	40%	\$ 4.36	
836	1,000	Keyed Padlock,Different,1-1/2" W	MASTER LOCK	22	Security	1A377	EA	1	\$ 4.48	15%	\$ 3.81	3T978	EA	1	\$ 4.76	15%	\$ 3.91	
837	1,000	Glove Clip,1-1/4 x 5-1/2 In	PROTO	JPPEGLV	Safety	24AL33	EA	1	\$ 7.84	19%	\$ 6.39	30LU76	PR	1	\$ 5.64	19%	\$ 4.57	
838	1,000	Safety Glasses,Clear	CONDOR	1FY33	Safety	1FY33	EA	1	\$ 5.18	19%	\$ 4.19	6XF72	EA	1	\$ 12.32	19%	\$ 9.85	
839	1,000	Cap,Low Lead Brass,500 psi,3/4 In.GHT	GRAINGER APPROVED	707404-12	Outdoor Equipment	20XP93	EA	1	\$ 3.57	12%	\$ 3.14						12%	
840	1,000	Coated Gloves,Palm and Fingers,L,10",PR	MCR SAFETY	N96797L	Safety	43Y939	PR	1	\$ 4.64	19%	\$ 3.77	43Y940	PR	1	\$ 4.64	19%	\$ 3.77	
841	1,000	Fuse,RK5,Ser FRN-R,20 A,250VAC/125VDC	EATON BUSSMANN	FRN-R-20	Electrical	1A696	EA	1	\$ 9.75	23%	\$ 7.50	4Y2D8	EA	1	\$ 6.80	23%	\$ 5.24	
842	1,000	Cleaner/Degreaser,32 oz.,Spray Bottle	SUPERCLEAN	101780	Cleaning	3ZLC9	EA	1	\$ 8.61	22%	\$ 6.70	3ZLD2	EA	1	\$ 17.49	22%	\$ 13.64	
843	1,000	RV/Marine Antifreeze,1 gal.,RTU	SPLASH	619527-G35	Fleet and Vehicle Maintenance	49GU89	EA	1	\$ 5.31	5%	\$ 5.04						5%	
844	1,000	Electronic Ballast,T8 Lamps,120V	GE LIGHTING	GE232-120-RES	Lighting	4XLC4	EA	1	\$ 16.63	22%	\$ 12.83						22%	
845	1,000	Paint Roller Cover,9 In,Nap 3/8 In,PK6	PREMIER	6PK38	Paint, Equipment and Supplies	1UFN1	PK	6	\$ 9.52	10%	\$ 8.57	1UFL9	PK	2	\$ 3.80	10%	\$ 3.42	
846	1,000	Disposable Gloves,Latex,M,Natural,PK100	MICROFLEX	MF-300-M	Safety	2TEK5	PK	100	\$ 22.87	19%	\$ 18.47	2TEL1	PK	100	\$ 22.56	19%	\$ 18.05	
847	1,000	Marking Paint,17 oz.,White	RUST-OLEUM	205237	Paint, Equipment and Supplies	3BU10	EA	1	\$ 7.57	10%	\$ 6.81	6KP41	EA	1	\$ 5.81	10%	\$ 5.23	
848	1,000	Dust Mop,White, Gray	TOUGH GUY	1TZF2	Cleaning	1TZF2	EA	1	\$ 7.89	22%	\$ 6.15	1TZF3	EA	1	\$ 9.75	22%	\$ 7.60	
849	1,000	LED Lamp,T8-6U,Non-Dimmable,13.0W,4000K	PHILIPS	541870	Lighting	53Y241	EA	1	\$ 24.37	22%	\$ 19.00						22%	
850	1,000	Paint Marker, Permanent, Yellow	MARKAL	96821	Hand Tools	2FY96	EA	1	\$ 5.19	14%	\$ 4.46	19N838	EA	1	\$ 3.11	14%	\$ 2.50	
851	1,000	Disposable Respirator,N95,PK10	3M	8210V	Safety	14F203	PK	10	\$ 23.42	19%	\$ 18.91	4JF99	PK	10	\$ 28.21	19%	\$ 22.57	
852	1,000	Spray Paint,OSHA Safety Red,12 oz.	RUST-OLEUM	1660830	Paint, Equipment and Supplies	6KP09	EA	1	\$ 6.07	10%	\$ 5.46	4WGC6	EA	1	\$ 4.86	10%	\$ 4.37	
853	1,000	Car and Truck Wash Conc.,1 gal.,Bottle	GUNK	VVW5	Fleet and Vehicle Maintenance	4TKG8	EA	1	\$ 10.29	5%	\$ 9.77	2CXX7	EA	1	\$ 93.79	5%	\$ 88.50	
854	1,000	Paint Tray,2 qt.,Polypropyln,11-19/32inL	GRAINGER APPROVED	DPT	Paint, Equipment and Supplies	34AN83	EA	1	\$ 4.48	10%	\$ 4.03	34AN84	EA	1	\$ 1.16	10%	\$ 1.05	
855	1,000	Pet Waste Bags,8 oz.,0.80 mil,PK20	DOGIPOT	1402HP-CASE	Cleaning	36MX75	PK	20	\$ 108.84	22%	\$ 84.50	9LDM5	PK	10	\$ 128.84	22%	\$ 99.07	
856	1,000	Protectant,Trigger Spray,28 oz.	ARMOR ALL	10228A	Fleet and Vehicle Maintenance	52JM50	EA	1	\$ 12.89	5%	\$ 12.24	54HR53	EA	1	\$ 7.16	5%	\$ 6.80	
857	1,000	Jack,Black,Cat5e,Rj45	HUBBELL PREMISE WIF	HXJ5EBK	Electrical	5LV60	EA	1	\$ 9.14	23%	\$ 7.02	5LV50	EA	1	\$ 8.28	23%	\$ 6.36	
858	1,000	String Wet Mop,22 oz. Cotton	TOUGH GUY	1TYR2	Cleaning	1TYR2	EA	1	\$ 12.77	22%	\$ 9.87	1TYP9	EA	1	\$ 8.06	22%	\$ 6.25	
859	1,000	V-Belt,4L240	DAYTON	4L240	Power Transmission	4L240	EA	1	\$ 6.81	19%	\$ 5.57	4L230	EA	1	\$ 6.51	19%	\$ 5.22	
860	1,000	Pro Gloves,M,TPR Closure,Single Layer,PR	IRONCLAD	G-EXMPG-03-M	Safety	45VK43	PR	1	\$ 12.17	19%	\$ 9.92	45VK53	PR	1	\$ 12.34	19%	\$ 10.09	
861	1,000	Cut Resistant Sleeve w/Thumb,Cut 2,18"	CONDOR	3CZK9	Safety	3CZK9	EA	1	\$ 9.58	19%	\$ 7.76	3CZK6	EA	1	\$ 5.88	19%	\$ 4.77	
862	1,000	Roll,Hardwound,7-7/8",800 ft.,White,PK6	GEORGIA-PACIFIC	26601	Cleaning	4ECN3	PK	6	\$ 67.00	22%	\$ 52.14	38X643	PK	6	\$ 76.86	22%	\$ 60.29	
863	1,000	Fill Valve,Anti-Siphon,Adjustable	FLUIDMASTER	400A	Plumbing	1APG7	EA	1	\$ 8.89	20%	\$ 7.11	1TLZ4	EA	1	\$ 11.13	20%	\$ 8.90	
864	1,000	Std Cap.Pleated Filter,18x24x1,MERV7	AIR HANDLER	5W975	HVAC and Refrigeration	5W975	EA	1	\$ 6.91	40%	\$ 4.15	6B944	EA	1	\$ 8.65	40%	\$ 5.19	
865	1,000	Resp Cartridge and Filter,OV,P100,PR	HONEYWELL NORTH	7581P100L	Safety	16M230	PR	1	\$ 29.59	19%	\$ 23.97							
866	1,000	Personal Eye Wash Bottle,1 oz.	HONEYWELL	32-000451-0000	Safety	3PVT3	EA	1	\$ 3.44	19%	\$ 2.80	36N054	EA	1	\$ 2.34	19%	\$ 1.91	
867	1,000	Traffic Cone,12In,Orange	GRAINGER APPROVED	6FGY8	Safety	6FGY8	EA	1	\$ 10.91	19%	\$ 8.85	6FGZ0	EA					

Estimated Item																	
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
883	1,000	Spray Paint,Safety Red,15 oz.	RUST-OLEUM	V2163838	Paint, Equipment and Supplies	5H900	EA	1	\$ 9.05	10%	\$ 3.66	6KP09	EA	1	\$ 6.07	10%	\$ 4.10
884	1,000	Hot Water Hose,Hot/Cold,Rubber,50 ft.	TOUGH GUY	423H83	Outdoor Equipment	423H83	EA	1	\$ 40.97	12%	\$ 17.64	442F17	EA	1	\$ 37.28	12%	\$ 24.60
885	1,000	Antimicrobial Pleat Filter,20x25x2,MERV8	AIR HANDLER	2EKF9	HVAC and Refrigeration	2EKF9	EA	1	\$ 15.19	40%	\$ 3.67	6B930	EA	1	\$ 8.00	40%	\$ 3.60
886	1,000	LED Lamp,A19 Bulb Shape,13.5W,1100 lm	LUMAPRO	52XJ22	Lighting	52XJ22	EA	1	\$ 7.79	22%	\$ 3.77	48TE45	EA	1	\$ 8.67	22%	\$ 5.07
887	1,000	String Wet Mop,20 oz.,Rayon	RUBBERMAID	FGC15306WH00	Cleaning	5W648	EA	1	\$ 19.45	22%	\$ 6.22	16W211	EA	1	\$ 6.60	22%	\$ 3.86
888	1,000	CutOff Wheel,Saitech,4-1/2"x.045"x7/8"	UNITED ABRASIVES-SA	23174	Abrasives	1ATZ7	EA	1	\$ 4.00	7%	\$ 1.22	1AUA6	EA	1	\$ 3.69	7%	\$ 2.57
889	1,000	Toilet Paper,Standard,2 Ply,PK48	TOUGH GUY	38C405	Cleaning	38C405	PK	48	\$ 47.07	22%	\$ 18.78	38C406	PK	48	\$ 76.00	22%	\$ 44.46
890	1,000	Plug-In CFL,40W,Dimmable,3000K,20,000 hr	GE LIGHTING	F40/30BX/SPX30	Lighting	4VC25	EA	1	\$ 16.33	22%	\$ 5.46	492Y98	EA	1	\$ 10.37	22%	\$ 6.07
891	1,000	Lamp,F35/CX41/U3/WM	GE LIGHTING	F35/CX41/U3/WM	Lighting	24W597	EA	1	\$ 16.60	22%	\$ 5.33	33H578	EA	1	\$ 41.37	22%	\$ 24.20
892	1,000	Masking Tape,Paper,Blue,1"	GRAINGER APPROVED	20PJ22	Adhesives, Sealants and Tape	20PJ22	EA	1	\$ 6.45	7%	\$ 2.47	6FEN8	EA	1	\$ 7.92	7%	\$ 5.52
893	1,000	LED Linear Lamp,T8,18.0W,Very Cool	LUMAPRO	49ZC11	Lighting	49ZC11	EA	1	\$ 10.28	22%	\$ 4.37	36UX11	EA	1	\$ 19.92	22%	\$ 11.65
894	1,000	Displacement Connector,26-19AWG,PK100	3M	UY2 PK100	Electrical	4FE28	PK	100	\$ 15.82	23%	\$ 7.51	4FE27	PK	100	\$ 18.58	23%	\$ 10.73
895	1,000	Coated Gloves,Palm and Fingers,XL,PR	MCR SAFETY	N96797XL	Safety	43Y940	PR	1	\$ 4.64	19%	\$ 2.02	43Y938	PR	1	\$ 4.64	19%	\$ 2.82
896	1,000	Barricade Tape,Yellow/Black,1000ft x 3In	GRAINGER APPROVED	1N956	Safety	1N956	EA	1	\$ 18.80	19%	\$ 2.72	4A416	EA	1	\$ 18.75	19%	\$ 11.39
897	1,000	Snap Hook,2 1/2in,Brass,Gold	ANNIN FLAGMAKERS	802710	Office Supplies	5JFC7	EA	1	\$ 6.02	5%	\$ 2.66					5%	
898	1,000	Hacksaw,17-3/4 in L,24 TPI,Rubber Grip	STANLEY	STHT20139L	Hand Tools	48A535	EA	1	\$ 14.21	14%	\$ 6.74	48A536	EA	1	\$ 10.51	14%	\$ 6.78
899	1,000	Pre-Moistened Towelette Station,PK100	CONDOR	44X059	Safety	44X059	PK	100	\$ 11.32	19%	\$ 4.37	2AR69	PK	100	\$ 14.19	19%	\$ 8.62
900	1,000	Masking Tape,Blue,2 in. x 60 Yd.	SCOTCH-BLUE	2090-48A	Adhesives, Sealants and Tape	41C894	EA	1	\$ 18.43	7%	\$ 5.69	6FEN3	EA	1	\$ 12.31	7%	\$ 8.59
901	1,000	Fire Extinguisher,Dry Chemical,3A:40B:C	AMEREX	B402	Safety	13J002	EA	1	\$ 66.94	19%	\$ 30.12	3EAU4	EA	1	\$ 9.07	19%	\$ 5.51
902	1,000	Seal-Coated Wood Bow Rake, 3 in.Tines	WESTWARD	1WG36	Outdoor Equipment	1WG36	EA	1	\$ 37.31	12%	\$ 11.76	4W030	EA	1	\$ 46.60	12%	\$ 30.76
903	1,000	Std Cap.Pleated Filter,18x20x1,MERV7	AIR HANDLER	5W974	HVAC and Refrigeration	5W974	EA	1	\$ 5.99	40%	\$ 2.52	6B947	EA	1	\$ 7.81	40%	\$ 3.51
904	1,000	Composition Book,9-3/4 x 7-1/2 In.	TOPS	TOP63795	Office Supplies	35W956	EA	1	\$ 3.43	5%	\$ 1.76	35W955	EA	1	\$ 3.92	5%	\$ 2.79
905	1,000	Air Circulator,30",7250 cfm,115V	DAYTON	1RWB4	HVAC and Refrigeration	1RWB4	EA	1	\$ 253.60	17%	\$ 110.30	2MA10	EA	1	\$ 259.28	17%	\$ 116.68
906	1,000	Chemical Splash/Impact Resistant Goggles	CONDOR	1VT69	Safety	1VT69	EA	1	\$ 8.17	19%	\$ 1.11	1VT66	EA	1	\$ 2.55	19%	\$ 1.55
907	1,000	LED Lamp,A21 Shape,15.0W,1600 lm	GE LIGHTING	LED15DA21/850	Lighting	53DP56	EA	1	\$ 13.58	22%	\$ 6.01	52XJ23	EA	1	\$ 9.38	22%	\$ 5.49
908	1,000	Floor Safety Sign, Caution Wet Floor,Eng	TOUGH GUY	6DMH2	Safety	6DMH2	EA	1	\$ 19.89	19%	\$ 6.82	5W544	EA	1	\$ 29.05	19%	\$ 17.65
909	1,000	High Cap.Pleated Filter,16x20x2,MERV10	AIR HANDLER	4YUX5	HVAC and Refrigeration	4YUX5	EA	1	\$ 13.98	40%	\$ 3.08	2DYV2	EA	1	\$ 15.62	40%	\$ 7.03
910	1,000	Hearing Band,Banded,28dB	3M	320-1000	Safety	3NHP2	EA	1	\$ 7.25	19%	\$ 3.53	3JNG3	EA	1	\$ 6.96	19%	\$ 4.23
911	1,000	Key Ring,1 In,Pk25	GRAINGER APPROVED	1F098	Security	1F098	PK	25	\$ 5.75	15%	\$ 0.92	1F100	PK	25	\$ 6.58	15%	\$ 4.19
912	1,000	Coin Cell,2450,Lithium,3V	DURACELL	DL2450BPK	Electronics, Appliances, and Batteries	2HYK2	EA	1	\$ 4.00	19%	\$ 0.87	5HXG6	EA	1	\$ 3.20	19%	\$ 1.94
913	1,000	Sanitary Napkn Rcptcl,11"H,9"W	TOUGH GUY	1ECK9	Cleaning	1ECK9	EA	1	\$ 63.43	22%	\$ 19.41	3U933	EA	1	\$ 85.95	22%	\$ 50.28
914	1,000	Trash Bags,33 gal.,0.70 mil,PK250	TOUGH GUY	5XL55	Cleaning	5XL55	PK	250	\$ 46.40	22%	\$ 16.78	2RRC9	PK	250	\$ 47.00	22%	\$ 27.77
915	1,000	Plug-In CFL,42W,T4 PL,Cool,3200 lm,4100K	LUMAPRO	35ZU40	Lighting	35ZU40	EA	1	\$ 13.32	22%	\$ 2.95	35ZU39	EA	1	\$ 13.32	22%	\$ 7.79
916	1,000	Spray Paint,Dark Machine Gray,15 oz.	RUST-OLEUM	V2187838	Paint, Equipment and Supplies	5H905	EA	1	\$ 8.54	10%	\$ 3.66					10%	
917	1,000	Scrubber,SS,Silver	SCOTCH-BRITE	84	Cleaning	21XL13	EA	1	\$ 4.42	22%	\$ 1.60	2NTH9	PK	6	\$ 13.75	22%	\$ 5.67
918	1,000	Cable Tie,Standard,7.9 in.,Black,PK100	POWER FIRST	36J162	Electrical	36J162	PK	100	\$ 16.64	23%	\$ 3.50	36J161	PK	100	\$ 13.01	23%	\$ 7.51
919	1,000	Fire Extinguisher Sign,18 x 4in,ENG,SURF	ACCUFORM	MFVG584VS	Safety	9WRP7	EA	1	\$ 7.05	19%	\$ 1.15	470A30	EA	1	\$ 4.77	19%	\$ 2.90
920	1,000	Spring Clamp,2 In,6 In Length	WESTWARD	5A318	Hand Tools	5A318	EA	1	\$ 4.60	14%	\$ 1.51	5A317	EA	1	\$ 3.15	14%	\$ 2.03
921	1,000	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	F14WT5/835/ECO	Lighting	5AE13	EA	1	\$ 17.95	22%	\$ 3.83	492X98	EA	1	\$ 12.47	22%	\$ 7.29
922	1,000	Std Cap.Pleated Filter,20x24x1,MERV7	AIR HANDLER	5W976	HVAC and Refrigeration	5W976	EA	1	\$ 6.91	40%	\$ 2.37	6B800	EA	1	\$ 7.81	40%	\$ 3.51
923	1,000	Coupler,Female,2"	GRAINGER APPROVED	3LX32	Plumbing	3LX32	EA	1	\$ 25.80	20%	\$ 5.88	4YGD2	EA	1	\$ 37.86	20%	\$ 22.72
924	1,000	Three Ply Ring Panel Air Filter,24 In. H	AIR HANDLER	6B791	HVAC and Refrigeration	6B791	EA	1	\$ 8.40	40%	\$ 3.38	6B736	EA	1	\$ 2.80	40%	\$ 1.26
925	1,000	C-Fold Sheets,White,Envision(R),PK10	GEORGIA-PACIFIC	25190	Cleaning	2U227	PK	10	\$ 62.94	22%	\$ 20.42	3WE27	PK	12	\$ 57.19	22%	\$ 33.46
926	1,000	V-Belt,3L190	DAYTON	3L190	Power Transmission	3L190	EA	1	\$ 7.00	19%	\$ 1.05	3L180	EA	1	\$ 6.85	19%	\$ 4.16
927	1,000	Hand Towels,10-1/2" x 12-1/4", Citrus	GOJO	6396-06	Cleaning	31HJ75	EA	1	\$ 18.60	22%	\$ 7.28	31HJ79	EA	1	\$ 16.99	22%	\$ 9.94
928	1,000	Watprf Sealant w/BioSeal,10.1oz,Clear	GE	GE5000	Adhesives, Sealants and Tape	4UH03	EA	1	\$ 10.83	7%	\$ 4.59	2NGJ2	EA	1	\$ 9.39	7%	\$ 6.55
929	1,000	Spiral CFL,Non-Dimmable,2700K,13W	LUMAPRO	2CUW2	Lighting	2CUW2	EA	1	\$ 5.79	22%	\$ 2.17	452M08	EA	1	\$ 5.58	22%	\$ 3.26
930	1,000	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	F96T12XL/HL41/WM	Lighting	24W601	EA	1	\$ 17.37	22%	\$ 7.92	492Y02	EA	1	\$ 6.71	22%	\$ 3.93
931	1,000	Ballpoint Pen,Stick,Fine,Red,PK12	PAPER MATE	3371131	Office Supplies	1JU58	PK	12	\$ 3.22	5%	\$ 1.42	1JU57	PK	12	\$ 3.22	5%	\$ 2.29
932	1,000	Desk Recycling Container,Blue,7 gal.	TOUGH GUY	4UAU5	Cleaning	4UAU5	EA	1	\$ 8.80	22%	\$ 1.89	5M785	EA	1	\$ 10.19	22%	\$ 5.96
933	1,000	V-Belt,4L210	DAYTON	4L210	Power Transmission	4L210	EA	1	\$ 6.84	19%	\$ 1.11	4L200	EA	1	\$ 6.51	19%	\$ 3.95
934	1,000	Lever Door Holder,Clear Aluminum	KABA ILCO	IL-KDDH-4-AL	Hardware	4K0JK99	EA	1	\$ 5.87	5%	\$ 2.42					5%	
935	1,000	Disposable Gloves,Nitrile,L,Blue,PK50	MICROFLEX	N873	Safety	3NFC9	PK	50	\$ 15.25	19%	\$ 6.00	3NFC4	PK	50	\$ 15.91	19%	\$ 9.67
936	1,000	Wall Mount Fan,1510/1380/1190 cfm,16 in.	AIR KING	9016	HVAC and Refrigeration	4CG31	EA	1	\$ 57.75	17%	\$ 28.95	4CG30	EA	1	\$ 52.25	17%	\$ 32.53
937	1,000	Cleaner/Degreaser,1 gal.,Jug	SIMPLE GREEN	0610000619128	Cleaning	22CE615	EA	1	\$ 25.82	22%	\$ 11.11	40JM31	PK	4	\$ 347.60	22%	\$ 247.67
938	1,000	Pail,2-1/2 gal.,Gray	TOUGH GUY	1ELJ8	Cleaning	1ELJ8	EA	1	\$ 11.85	22%	\$ 3.64	4W246	EA	1	\$ 11.58	22%	\$ 6.77
939	1,000	Pail,2.0 gal.,Open Head,White	GRAINGER APPROVED	ROP2120-WM	Material Handling	49EN50	EA	1	\$ 5.65	15%	\$ 1.88	49EN51	EA	1	\$ 5.65	15%	\$ 3.60
940	1,000	CFL Ballast,Electronic,93W,120/277V	PHILIPS ADVANCE	ICF-2S42-M2-LD-K	Lighting	5YG67	EA	1	\$ 44.87	22%	\$ 13.16	16X953	EA	1	\$ 37.94	22%	\$ 22.19
941	1,000	Box Fan,Non-Osc, 20 In, 3-spd,120V	AIR KING	9723	HVAC and Refrigeration	4CH71	EA	1	\$ 40.65	17%	\$ 22.37	4CH68	EA	1	\$ 52.15	17%	\$ 28.33
942	1,000	Toilet Brush,Plastic,12"	TOUGH GUY	1NFG8	Cleaning	1NFG8	EA	1	\$ 9.60	22%	\$ 3.73						
943	1,000	Gen Purpose Handheld Light,LED,Yellow	GRAINGER APPROVED	49C128	Lighting	49C128	EA	1	\$ 10.72	22%	\$ 6.38	5RHP7	EA	1	\$ 11.78	22%	\$ 7.31
944	1,000	Coated Gloves,Palm and Fingers,L,PR	ANSELL	11-800	Safety	4WX16	PR	1	\$ 4.92	19%	\$ 1.84	3BA54	PR	1	\$ 3.81	19%	\$ 2.31
945	1,000	High Cap.Pleated Filter,20x25x2,MERV10	AIR HANDLER	4YUY6	HVAC and Refrigeration	4YUY6	EA	1	\$ 15.62	40%	\$ 4.34	2DYD7	EA	1	\$ 16.88	40%	\$ 3.92
946	1,000	LED Lamp,6619 lm,Overall Bulb 9-19/64" L	LIGHT EFFICIENT DESIG	LED-8024E57-A	Lighting	416J55	EA	1	\$ 92.25	22%	\$ 47.03					22%	
947	1,000	Disposable Wipes,Airlaid,White,PK5	GEORGIA-PACIFIC	29050/03	Cleaning	6YE63	PK	5	\$ 92.31	22%	\$ 33.47	5LG70	EA	1	\$ 92.00	22%	\$ 53.82
948	1,000	LED Lamp,A19 Bulb Shape,10.0W	GE LIGHTING	LED10DA19/850	Lighting	53CE39	EA	1	\$ 6.05	22%	\$ 2.99	407J24	EA	1	\$ 6.29	22%	\$ 3.68
949	1,000	Quartz Metal Halide,175W,14000/12600 lm	LUMAPRO	54EP62	Lighting	54EP62	EA	1	\$ 10.69	22%	\$ 4.78	6V751	EA	1	\$ 36.15	22%	\$ 21.15
950	1,000	Pipe,Pipe Size 3/4 In,ID 0.804,OD 01.05	GRAINGER APPROVED	H0400075PW1000	Plumbing	5AFJ3	EA	1	\$ 6.61	20%	\$ 2.72	6MV21	EA	1	\$ 11.17	20%	\$ 6.70
951	1,000	Scrubber Sponge,6" L,3-5/8" W,PK20	3M	74	Cleaning	2U642	PK	20	\$ 83.44	22%	\$ 32.11	32TL67	PK	12	\$ 13.49	22%	\$ 5.81
952	1,000	Trigger Spray Bottle,32 oz.,Clear/Red	IMPACT	5032WG/5906DZ-91	Cleaning	39FD11	EA	1	\$ 5.75	22%	\$ 1.33					22%	
953	1,000	Disposable Gloves,Glove Sz XL,Blk,PK100	MCR	6016BXL	Safety	415N03	PK	100	\$ 21.04	19%	\$ 7.88	423P39	PK	100	\$ 10.78	19%	\$ 6.55
954	1,000	Steel Hook,Orange,Steel,5-1/2" L	GRAINGER APPROVED	4ERV8	Hardware	4ERV8	EA	1	\$ 6.49	5%	\$ 1.26	4ERV7	EA	1	\$ 5.19	5%	\$ 3.70
955	1,000	Disposable Gloves,Latex,L,Natural,PK50	MICROFLEX	SY-911-L	Safety	3RRF8	PK	50	\$ 25.09	19%	\$ 11.76	2TEL5	PK				

Estimated Item																	
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
972	1,000	Disposable Gloves,Nitrile,XL,Blue,PK230	MICROFLEX	XC-310-XL	Safety	12U408	PK	230	\$ 28.11	19%	\$ 10.84	36VP39	PK	200	\$ 21.49	19%	\$ 13.06
973	1,000	Black Relief Valve,Urinals	SLOAN	A19AU	Plumbing	2XU11	EA	1	\$ 7.66	20%	\$ 3.58					20%	
974	1,000	Ceiling Tile,24" W,48" L,5/8" Thick,PK12	ARMSTRONG	755	Plumbing	5NGJ2	PK	12	\$ 99.91	20%	\$ 46.31	5NGJ1	PK	12	\$ 105.79	20%	\$ 63.47
975	1,000	Ant and Roach Killer,Aerosol,17.5 oz.	RAID	697318	Outdoor Equipment	45CR50	EA	1	\$ 6.65	12%	\$ 3.55	48LR76	EA	1	\$ 5.81	12%	\$ 3.83
976	1,000	Lamp Recycling Kit,48"x12"x12"	RECYCLEPAK	538	Lighting	4CY98	EA	1	\$ 115.00	22%	\$ 52.63	2KNL3	EA	1	\$ 63.56	22%	\$ 37.18
977	1,000	Mechanics Glove,M,Black/White,Leather,PR	IRONCLAD	EXO-MPLV-03-M	Safety	45V109	PR	1	\$ 20.27	19%	\$ 6.72					19%	
978	1,000	Extension Cord,25 ft.,14/3 ga.	POWER FIRST	3EA99	Electrical	3EA99	EA	1	\$ 20.68	23%	\$ 7.50	1FD55	EA	1	\$ 39.41	23%	\$ 22.76
979	1,000	Painters Tool,Stiff,3",Carbon Steel	WESTWARD	4YP28	Hand Tools	4YP28	EA	1	\$ 9.39	14%	\$ 3.11	4YP28	EA	1	\$ 9.39	14%	\$ 3.11
980	1,000	Water Nozzle,Pistol Grip,Metal	GILMOUR	857302-1001	Outdoor Equipment	15X957	EA	1	\$ 6.04	12%	\$ 2.36	40GL90	EA	1	\$ 8.40	12%	\$ 5.49
981	1,000	Roll,Centerpull,7-7/8",186 ft.,White,PK6	GEORGIA-PACIFIC	28124	Cleaning	4TH48	PK	6	\$ 79.89	22%	\$ 30.53	22UY42	PK	4	\$ 63.16	22%	\$ 36.95
982	1,000	Foam Hand Soap,2000mL,Unscented,PK2	GOJO	5265-02	Cleaning	2RRD6	PK	2	\$ 89.17	22%	\$ 30.93	6WB62	PK	2	\$ 70.21	22%	\$ 41.07
983	1,000	Antimicrobial Pleat Filter,24x24x2,MERV8	AIR HANDLER	2EKG2	HVAC and Refrigeration	2EKG2	EA	1	\$ 14.77	40%	\$ 3.69	6B924	EA	1	\$ 8.42	40%	\$ 3.79
984	1,000	Foam Hand Soap,1200mL,Cranberry,PK2	GOJO	5361-02	Cleaning	1PKN8	PK	2	\$ 69.00	22%	\$ 29.89	1LWU3	PK	2	\$ 76.69	22%	\$ 44.86
985	1,000	Duster,Poly Fiber,11"L	UNGER	COBW0	Cleaning	6DTG5	EA	1	\$ 13.91	22%	\$ 4.91	1MYG1	EA	1	\$ 11.13	22%	\$ 6.51
986	1,000	Emergency Light,1.5W,4-1/4In H	LITHONIA LIGHTING	ELM2 LED	Lighting	4ZDA4	EA	1	\$ 85.23	22%	\$ 22.50					22%	
987	1,000	High Cap.Pleated Filter,16x20x4,MERV8	AIR HANDLER	6B955	HVAC and Refrigeration	6B955	EA	1	\$ 16.82	40%	\$ 5.09	5W516	EA	1	\$ 14.22	40%	\$ 6.40
988	1,000	Wet Mop Handle,Janitor Wing Nut,60"L	TOUGH GUY	1TZA7	Cleaning	1TZA7	EA	1	\$ 14.95	22%	\$ 3.64	16W229	EA	1	\$ 7.35	22%	\$ 4.30
989	1,000	Air Freshener,10 oz.,Aerosol Can	TOUGH GUY	2DBZ3	Cleaning	2DBZ3	EA	1	\$ 8.97	22%	\$ 1.91	2DBZ5	EA	1	\$ 7.92	22%	\$ 1.91
990	1,000	Duct Tape,48mm x 55m,10 mil,Silver	NASHUA	396	Adhesives, Sealants and Tape	5AD15	EA	1	\$ 10.84	7%	\$ 2.61	2W504	EA	1	\$ 10.79	7%	\$ 7.53
991	1,000	Exit Sign w/ Btry Back Up,0.71W,1 or 2	LITHONIA LIGHTING	LQM S W 3 R ELN 120/277V	Lighting	3BA32	EA	1	\$ 100.16	22%	\$ 19.22	6CGL5	EA	1	\$ 83.16	22%	\$ 48.65
992	1,000	Spray Paint,Galvanized,12 oz.	RUST-OLEUM	1685830	Paint, Equipment and Supplies	6KP26	EA	1	\$ 7.11	10%	\$ 2.87	5W180	EA	1	\$ 12.72	10%	\$ 8.59
993	1,000	Mobilith SHC 100,Synthetic Grease,13.4oz	MOBIL	122112	Lubrication	4ZF49	EA	1	\$ 15.28	7%	\$ 5.51	5ZN11	EA	1	\$ 13.94	7%	\$ 6.18
994	1,000	LED Lamp,T8 Bulb Shape,7.0W,1150 Im	PHILIPS	541839	Lighting	522X61	EA	1	\$ 15.76	22%	\$ 5.63	1PGV5	EA	1	\$ 12.45	22%	\$ 7.28
995	1,000	String Wet Mop,16 oz., Cotton	TOUGH GUY	1TYN7	Cleaning	1TYN7	EA	1	\$ 7.75	22%	\$ 2.58	1TYN6	EA	1	\$ 7.75	22%	\$ 4.53
996	1,000	Quartz Metal Halide Lamp,BT56,1500W	GE LIGHTING	MVR1500/U	Lighting	4V484	EA	1	\$ 97.82	22%	\$ 40.89	492Y73	EA	1	\$ 73.43	22%	\$ 42.96
997	1,000	OTG Goggles,Antfg,Clr	HONEYWELL UVEX	S350	Safety	6T362	EA	1	\$ 10.66	19%	\$ 3.74	1VT66	EA	1	\$ 2.55	19%	\$ 1.55
998	1,000	Battery,223,Lithium,6V	GRAINGER APPROVED	5HXF9	Electronics, Appliances, and Batteries	5HXF9	EA	1	\$ 14.04	19%	\$ 2.98	1ANB9	EA	1	\$ 15.86	19%	\$ 9.63
999	1,000	Glue Trap,10-1/4 In. L,5-7/32 In. W,PK2	CATCHMASTER	4045D	Outdoor Equipment	3LMN7	PK	2	\$ 7.02	12%	\$ 2.43	3LMN9	PK	2	\$ 7.91	12%	\$ 5.22
1000	1,000	Sanitizer Wipes,Box,5 x 7"	PURELL	9022-10	Cleaning	1PKR5	EA	1	\$ 9.62	22%	\$ 3.10	1PKR4	EA	1	\$ 65.26	22%	\$ 38.18
1001	1,000	Masking Tape,Paper,Blue,48mm	SHURTAPE	CP 27	Adhesives, Sealants and Tape	6FET7	EA	1	\$ 15.78	7%	\$ 4.54	20PJ24	EA	1	\$ 14.75	7%	\$ 10.29
1002	1,000	Stripping Pad,Black,Size 20",Round,PK5	TOUGH GUY	402W04	Cleaning	402W04	PK	5	\$ 32.20	22%	\$ 9.07	3U074	PK	5	\$ 57.89	22%	\$ 24.78
1003	1,000	Disposable Gloves,Nitrile,Blue,L,PK100	CONDOR	48UN02	Safety	48UN02	PK	100	\$ 10.23	19%	\$ 4.22	2VLY8	PK	100	\$ 17.02	19%	\$ 10.34
1004	1,000	Sanitizer Wipes,Box,5 x 8",PK100	PDI	D43600	Cleaning	9RAE2	PK	100	\$ 12.72	22%	\$ 4.26	40J10	EA	1	\$ 24.35	22%	\$ 14.24
1005	1,000	Plug-In CFL,13W,Non-Dim,4100K,10,000 hr	GE LIGHTING	F13DBX23/841/ECO	Lighting	1PGV6	EA	1	\$ 13.71	22%	\$ 3.06	1PGV5	EA	1	\$ 12.45	22%	\$ 7.28
1006	1,000	Electronic Ballast,T8 Lamps,120/277V	PHILIPS ADVANCE	IOPA-2P32-N	Lighting	5PTN4	EA	1	\$ 22.21	22%	\$ 7.53					22%	
1007	1,000	Extension Cord,100 ft.,Orange,16/3 ga.	POWER FIRST	1FD54	Electrical	1FD54	EA	1	\$ 66.88	23%	\$ 19.38	1FD56	EA	1	\$ 85.25	23%	\$ 49.23
1008	1,000	Standard Battery,D,Alkaline,PK12	ENERGIZER	EN95	Electronics, Appliances, and Batteries	38W368	PK	12	\$ 15.82	19%	\$ 9.18	40KJ59	PK	12	\$ 15.80	19%	\$ 9.60
1009	1,000	Twist On Wire Connector,22-14 AWG,PK100	IDEAL	30-073	Electrical	6YH36	PK	100	\$ 11.96	23%	\$ 4.11	6VG24	PK	100	\$ 6.92	23%	\$ 4.00
1010	1,000	High Cap.Pleated Filter,22x22x1,MERV8	AIR HANDLER	6B927	HVAC and Refrigeration	6B927	EA	1	\$ 8.84	40%	\$ 3.79	5C462	EA	1	\$ 5.75	40%	\$ 2.59
1011	1,000	ProPress adapter, 1/2" x 1/2"	VIEGA PROPPRESS	79215	Plumbing	5UMA7	EA	1	\$ 3.78	20%	\$ 1.95						
1012	1,000	Fuse,RK5,Ser FRS-R,15 A,600VAC/300VDC	EATON BUSSMANN	FRS-R-15	Electrical	1A703	EA	1	\$ 20.31	23%	\$ 3.41	4YZL3	EA	1	\$ 18.24	23%	\$ 10.53
1013	1,000	LED Linear Lamp,2150 Im,5000K Color Temp	GE LIGHTING	LED14ET8/G/4/850	Lighting	467W20	EA	1	\$ 8.72	22%	\$ 4.16					22%	
1014	1,000	Graffiti and Paint Remover,20 oz.	TOUGH GUY	6KHD7	Cleaning	6KHD7	EA	1	\$ 7.22	22%	\$ 3.14	45C022	EA	1	\$ 9.09	22%	\$ 5.32
1015	1,000	Disposable Gloves,Nitrile,XL,Green,PK50	MICROFLEX	DFK-608-XL	Safety	4AXP2	PK	50	\$ 28.32	19%	\$ 11.64	48UM82	PK	50	\$ 19.92	19%	\$ 12.10
1016	1,000	U Shaped Lamp,F32T8/SPX35/U6/2	GE LIGHTING	F32T8/SPX35/U6/2	Lighting	40D421	EA	1	\$ 18.91	22%	\$ 7.10	492Y26	EA	1	\$ 12.11	22%	\$ 7.08
1017	1,000	Sports Drink Mix,Glacier Freeze,PK8	GATORADE	131604	Safety	10K366	PK	8	\$ 7.36	19%	\$ 3.19	45ED83	PK	8	\$ 6.96	19%	\$ 4.23
1018	1,000	Disposable Gloves,Nitrile,L,Blue,PK50	SHOWA	8005PFL	Safety	3AB65	PK	50	\$ 24.84	19%	\$ 8.39	3NFJ2	PK	50	\$ 17.35	19%	\$ 6.33
1019	1,000	Air Freshener,20 oz.,Aerosol Can	TOUGH GUY	2DCA2	Cleaning	2DCA2	EA	1	\$ 6.81	22%	\$ 1.91	2DBZ9	EA	1	\$ 7.45	22%	\$ 4.36
1020	1,000	Liq. Disinfect. Cleaner,144oz.Bottle,PK3	PINE-SOL	35418	Cleaning	22D027	PK	3	\$ 77.17	22%	\$ 28.89	22D026	PK	6	\$ 48.63	22%	\$ 28.45
1021	1,000	Tamperproof Tube Marker, Orange	DYKEM	83314	Hand Tools	4TKH1	EA	1	\$ 7.59	14%	\$ 2.83	6RRH0	EA	1	\$ 7.59	14%	\$ 4.90
1022	1,000	Bungee Strap,Black,18" L	THE BETTER BUNGEE	BBS18GBK	Material Handling	46CA27	EA	1	\$ 6.66	15%	\$ 1.66					15%	
1023	1,000	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	3YU82	Outdoor Equipment	3YU82	EA	1	\$ 31.60	12%	\$ 14.82	3MD53	EA	1	\$ 36.51	12%	\$ 24.10
1024	1,000	Hand Sani. Refill,Refill Cart.,Foam,PK2	PURELL	5392-02	Cleaning	13G691	PK	2	\$ 104.72	22%	\$ 43.39	20W438	PK	2	\$ 62.95	22%	\$ 36.83
1025	1,000	General Purpose,Cartridge,10.3 oz,Whites	DAP	27501	Adhesives, Sealants and Tape	2PE34	EA	1	\$ 5.09	7%	\$ 1.85	2PE35	EA	1	\$ 10.95	7%	\$ 7.64
1026	1,000	Ceiling Tile,24" W,24" L,5/8" Thick,PK16	ARMSTRONG	770	Plumbing	5NGJ4	PK	16	\$ 76.89	20%	\$ 32.04					20%	
1027	1,000	Spray Paint,Bright Red,15 oz.	RUST-OLEUM	V2164838	Paint, Equipment and Supplies	5H901	EA	1	\$ 8.54	10%	\$ 3.66	5H900	EA	1	\$ 9.05	10%	\$ 6.11
1028	1,000	Fuse,10A,Midget,FNQ,500VAC,Fiberglass	EATON BUSSMANN	FNQ-10	Electrical	4XC59	EA	1	\$ 20.52	23%	\$ 3.84					23%	
1029	1,000	Pilot Orifice Plate Assembly	ACORN	2563-019-001	Plumbing	2EVV1	EA	1	\$ 11.35	20%	\$ 4.64					20%	
1030	1,000	Disposable Gloves,LateX,XL,Natural,PK100	ANSELL	69-210	Safety	4XT09	PK	100	\$ 13.92	19%	\$ 4.52	2XMC1	PK	100	\$ 9.81	19%	\$ 5.96
1031	1,000	Sunscreen,Tottle Bottle,2.000 oz.	CORTEX	18-202	Safety	1PB75	EA	1	\$ 6.64	19%	\$ 2.24	1PB73	EA	1	\$ 8.73	19%	\$ 5.30
1032	1,000	Markng Paint,17 oz.,Alert Orng/APWA Orng	RUST-OLEUM	203026	Paint, Equipment and Supplies	6KP02	EA	1	\$ 6.03	10%	\$ 2.58	6KP37	EA	1	\$ 5.81	10%	\$ 3.92
1033	1,000	Scrubber,3"L,3"W,SS,Silver,PK6	TOUGH GUY	2NTH9	Cleaning	2NTH9	PK	6	\$ 13.75	22%	\$ 5.67	2NTJ1	PK	4	\$ 8.95	22%	\$ 5.24
1034	1,000	Antimicrobial Pleat Filter,16x25x2,MERV8	AIR HANDLER	2EKF2	HVAC and Refrigeration	2EKF2	EA	1	\$ 14.65	40%	\$ 3.19					40%	
1035	1,000	Disposable Gloves,Nitrile,M,Teal,PK100	ANSELL	92-600	Safety	4GC49	PK	100	\$ 16.41	19%	\$ 7.03	2XMA7	PK	100	\$ 11.80	19%	\$ 7.17
1036	1,000	Penetrating Oil,Aerosol Can,11 oz.	LIQUID WRENCH	L112	Lubrication	12U388	EA	1	\$ 6.31	7%	\$ 2.92	12U391	EA	1	\$ 7.26	7%	\$ 5.06
1037	1,000	Twist On Wire Connector,22-14 AWG,PK100	IDEAL	30-072	Electrical	6YH35	PK	100	\$ 10.80	23%	\$ 3.56						

Estimated Item						Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description												
1061	1,000	Disposable Gloves,Nitrile,M,Blue,PK100	CONDOR	2XLZ7	Safety	2XLZ7	PK	100	\$ 11.00	19%	\$ 4.89	1PFL9	PK	100	\$ 11.58	19%	\$ 7.03
1062	1,000	Steel Folding Chair,Beige	GRAINGER APPROVED	1W985	Furniture, Hospitality and Food Service	1W985	EA	1	\$ 27.51	7%	\$ 10.32	4GE54	EA	1	\$ 48.42	7%	\$ 33.77
1063	1,000	Paint Brush,Chip,2",PK24	GRAINGER APPROVED	1TTX2	Paint, Equipment and Supplies	1TTX2	PK	24	\$ 17.52	10%	\$ 6.20	1TTX3	PK	24	\$ 28.20	10%	\$ 19.04
1064	1,000	RV/Marine Antifreeze,1 gal.	SPLASH	619526	Fleet and Vehicle Maintenance	2EXW9	EA	1	\$ 7.13	5%	\$ 3.06	40Z943	EA	1	\$ 705.00	5%	\$ 502.31
1065	1,000	Keyed Padlock,Alike,1-3/4"W	MASTER LOCK	1KALJ	Security	3T976	EA	1	\$ 15.85	15%	\$ 6.59	1XRUA	EA	1	\$ 12.68	15%	\$ 3.28
1066	1,000	Std Cap.Pleated Filter,16x24x1,MERV7	AIR HANDLER	5W973	HVAC and Refrigeration	5W973	EA	1	\$ 6.65	40%	\$ 2.01	68953	EA	1	\$ 8.47	40%	\$ 3.81
1067	1,000	Toilet Paper,Envision(R),Jumbo,2Ply,PK6	GEORGIA-PACIFIC	13102	Cleaning	4KT77	PK	6	\$ 101.07	22%	\$ 31.95	36P066	PK	6	\$ 42.11	22%	\$ 24.63
1068	1,000	Combination Cartridge,Bayonet,PK2	3M	60926	Safety	4JG16	PK	2	\$ 44.55	19%	\$ 18.31						
1069	1,000	High Cap.Pleated Filter,20x20x2,MERV10	AIR HANDLER	4YUY4	HVAC and Refrigeration	4YUY4	EA	1	\$ 14.28	40%	\$ 3.72	2DYV8	EA	1	\$ 15.85	40%	\$ 2.75
1070	1,000	High Cap.Pleated Filter,24x24x1,MERV8	AIR HANDLER	68925	HVAC and Refrigeration	68925	EA	1	\$ 10.23	40%	\$ 2.75	5W513	EA	1	\$ 7.26	40%	\$ 3.27
1071	1,000	Cleaner/Degreaser,24 oz.,Spray Bottle	SIMPLE GREEN	0610001219024	Cleaning	22C614	EA	1	\$ 11.38	22%	\$ 4.56	49NW14	EA	1	\$ 7.02	22%	\$ 4.11
1072	1,000	Door Sweep,3 Ft L	GRAINGER APPROVED	2RRG5	Hardware	2RRG5	EA	1	\$ 12.16	5%	\$ 6.00	2RRG6	EA	1	\$ 15.49	5%	\$ 11.04
1073	1,000	Trash Bags,40 to 45 gal.,22 micron,PK150	TOUGH GUY	5BB54	Cleaning	5BB54	PK	150	\$ 75.00	22%	\$ 17.23	4KN40	PK	250	\$ 54.47	22%	\$ 31.86
1074	1,000	Perforated Roll,11",60 ft.,White,PK15	GEORGIA-PACIFIC	2717714	Cleaning	39FK90	PK	15	\$ 42.28	22%	\$ 20.35						
1075	1,000	High Cap.Pleated Filter,20x25x4,MERV8	AIR HANDLER	68929	HVAC and Refrigeration	68929	EA	1	\$ 20.09	40%	\$ 6.44	2W237	EA	1	\$ 16.64	40%	\$ 7.49
1076	1,000	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	F96T12/CW/HO/CT	Lighting	2F043	EA	1	\$ 10.14	22%	\$ 3.27	492Y03	EA	1	\$ 8.27	22%	\$ 4.84
1077	1,000	Pull Tight Seal,12 x 43/64 In,HDPE,PK50	TYDENBROOKS	1042882	Security	2YJT1	PK	50	\$ 14.25	15%	\$ 3.18	2YJT2	PK	50	\$ 14.25	15%	\$ 9.08
1078	1,000	Sharps Container,1/4 Gal.,Sliding Lid	FIRST AID ONLY	M949	Safety	2TUW7	EA	1	\$ 5.84	19%	\$ 2.43	2TUW8	EA	1	\$ 14.58	19%	\$ 8.86
1079	1,000	Insect Repellent,6 oz.,Aerosol	CUTTER	HG-96280	Outdoor Equipment	36WG47	EA	1	\$ 6.78	12%	\$ 3.10	36WG52	EA	1	\$ 7.56	12%	\$ 4.99
1080	1,000	Wet Mop Handle,Quick Change,60"L	TOUGH GUY	1T2B1	Cleaning	1T2B1	EA	1	\$ 15.95	22%	\$ 3.74	1RD84	EA	1	\$ 24.51	22%	\$ 14.34
1081	1,000	Striping Paint,White	RUST-OLEUM	1691838	Paint, Equipment and Supplies	6KP30	EA	1	\$ 8.85	10%	\$ 2.77	38EL82	EA	1	\$ 8.72	10%	\$ 5.89
1082	1,000	Perforated Roll,11",74 ft.,White,PK30	GEORGIA-PACIFIC	27300	Cleaning	2U226	PK	30	\$ 67.18	22%	\$ 25.00	22UY43	PK	30	\$ 47.68	22%	\$ 27.89
1083	1,000	General Purpose,Tube,300mL,Clears	LOCTITE	2137678	Adhesives, Sealants and Tape	53VA60	EA	1	\$ 10.02	7%	\$ 4.60						
1084	1,000	Condenser Cleaner,Liquid,1 gal,Blue	NU-CALGON	4291-08	HVAC and Refrigeration	1AN69	EA	1	\$ 27.60	17%	\$ 12.22	1ANJ1	EA	1	\$ 74.26	17%	\$ 46.23
1085	1,000	Relay Socket,Standard,Octal,8 Pin,15A	DAYTON	5X852	Electrical	5X852	EA	1	\$ 10.88	23%	\$ 1.36	6CVD6	EA	1	\$ 2.06	23%	\$ 1.19
1086	1,000	Std Cap.Pleated Filter,10x30x1,MERV7	AIR HANDLER	6U583	HVAC and Refrigeration	6U583	EA	1	\$ 7.51	40%	\$ 3.07	68982	EA	1	\$ 9.20	40%	\$ 4.14
1087	1,000	Multifold Sheets,White,BigFold Z(R),PK10	GEORGIA-PACIFIC	20887	Cleaning	4TH60	PK	10	\$ 80.19	22%	\$ 25.05	38C404	PK	16	\$ 33.68	22%	\$ 19.70
1088	1,000	Standard Battery,D,Alkaline,PK12	DURACELL	MN1300	Electronics, Appliances, and Batteries	21EK77	PK	12	\$ 31.68	19%	\$ 12.33	5LE21	PK	12	\$ 16.53	19%	\$ 10.04
1089	1,000	Chock,Wheel,8 In D,Black	GRAINGER APPROVED	2A092	Material Handling	2A092	EA	1	\$ 31.26	15%	\$ 11.72	437T52	EA	1	\$ 51.04	15%	\$ 32.54
1090	1,000	Toilet Paper,Compact,Coreless,1Ply,PK18	GEORGIA-PACIFIC	19374	Cleaning	1LVJ5	PK	18	\$ 106.33	22%	\$ 37.65	3CB51	PK	2	\$ 77.51	22%	\$ 45.34
1091	1,000	Corn Broom,Head and Handle,12",Tan	TOUGH GUY	1VAB5	Cleaning	1VAB5	EA	1	\$ 19.40	22%	\$ 7.20	5MY33	EA	1	\$ 24.25	22%	\$ 14.19
1092	1,000	Carton Sealing Tape,Clear,48mm x 50m	SCOTCH	375	Adhesives, Sealants and Tape	24A626	EA	1	\$ 8.19	7%	\$ 7.26	31HJ44	PK	6	\$ 27.86	7%	\$ 19.43
1093	1,000	LED Lamp,T8,5000K,15W,160 deg.	PHILIPS	464271	Lighting	522X70	EA	1	\$ 16.32	22%	\$ 7.22	406T68	EA	1	\$ 10.32	22%	\$ 6.04
1094	1,000	LED Lamp,A-Shape,9.0W,120V,Daylight,A19	PHILIPS	479451	Lighting	34TE74	EA	1	\$ 10.21	22%	\$ 2.30	44ZX54	EA	1	\$ 6.77	22%	\$ 3.96
1095	1,000	Safety Glasses,Clear	HONEYWELL UVEX	11150750	Safety	3PA44	EA	1	\$ 6.47	19%	\$ 2.03	1FY93	EA	1	\$ 5.18	19%	\$ 3.15
1096	1,000	Paint Marker, Permanent, White	MARKAL	96820	Hand Tools	2F934	EA	1	\$ 5.19	14%	\$ 1.55	19N842	EA	1	\$ 3.11	14%	\$ 2.01
1097	1,000	Portable Generator,6875W,389cc	GENERAC	5939	Outdoor Equipment	6FDK7	EA	1	\$ 829.47	12%	\$ 582.35	2ZRP8	EA	1	\$ 2,305.00	12%	\$ 1,521.30
1098	1,000	Disposable Respirator,N100,Universal	3M	8233	Safety	4JG03	EA	1	\$ 14.51	19%	\$ 6.95	6KXU4	EA	1	\$ 12.42	19%	\$ 7.55
1099	1,000	Shower Curtain,Vinyl,White,72x36	GRAINGER APPROVED	4EEX9	Plumbing	4EEX9	EA	1	\$ 18.71	20%	\$ 6.34	2MWG3	EA	1	\$ 47.16	20%	\$ 28.30
1100	1,000	High Cap.Pleated Filter,20x24x4,MERV8	AIR HANDLER	68932	HVAC and Refrigeration	68932	EA	1	\$ 18.53	40%	\$ 5.97	5C437	EA	1	\$ 16.46	40%	\$ 7.41
1101	1,000	Std Cap.Pleated Filter,10x24x1,MERV7	AIR HANDLER	5W969	HVAC and Refrigeration	5W969	EA	1	\$ 6.23	40%	\$ 3.26	68984	EA	1	\$ 8.17	40%	\$ 3.68
1102	1,000	Foam Hand Soap,2000mL,Orange Blossom,PK2	GOJO	5262-02	Cleaning	3CB50	PK	2	\$ 97.97	22%	\$ 30.26	6WB62	PK	2	\$ 70.21	22%	\$ 41.07
1103	1,000	Cable Tie,Standard,17.7 in.,Black,PK50	POWER FIRST	36J168	Electrical	36J168	PK	50	\$ 23.20	23%	\$ 7.37	36J167	PK	50	\$ 20.06	23%	\$ 11.58
1104	1,000	Tie Down Strap,Ratchet,Poly,15 ft.	LIFT-ALL	6A103	Material Handling	6A265	EA	1	\$ 22.05	15%	\$ 3.70	2A469	EA	1	\$ 19.85	15%	\$ 12.65
1105	1,000	Hand Dishwashing Soap,28 oz,Orange,PK9	AJAX	CPC 44678CT	Cleaning	40NE60	PK	9	\$ 43.58	22%	\$ 18.55	40NE61	PK	9	\$ 40.23	22%	\$ 23.53
1106	1,000	Eye Wash Preservative,8 oz.	HONEYWELL	32-001100-0000	Safety	6JD86	EA	1	\$ 10.97	19%	\$ 4.90	2LVL5	EA	1	\$ 15.67	19%	\$ 4.54
1107	1,000	Diphrgm Seal Kit,Rbber/Nyln,Coyne/Dlney	KISSLER	F-141-KC	Plumbing	14U339	EA	1	\$ 9.35	20%	\$ 5.15						
1108	1,000	Ceiling Sealing Paint,13 Oz	ZINSSER	3688	Paint, Equipment and Supplies	4HF72	EA	1	\$ 7.08	10%	\$ 3.48						
1109	1,000	Scratch Brush,Long Handle,13-3/4"	TOUGH GUY	1VAG6	Cleaning	1VAG6	EA	1	\$ 5.99	22%	\$ 1.01	1VAF8	EA	1	\$ 3.80	22%	\$ 2.22
1110	1,000	Wet Mop Handle,Janitor Wing Nut,60"L	TOUGH GUY	1TZA9	Cleaning	1TZA9	EA	1	\$ 18.11	22%	\$ 4.33	1TZA7	EA	1	\$ 14.95	22%	\$ 8.75
1111	1,000	Cold Protection Gloves,L,Gray,Latex,PR	MCR SAFETY	96900	Safety	20JF01	PR	1	\$ 5.75	19%	\$ 2.43						
1112	1,000	Wood Manure Fork,13-3/4 In	WESTWARD	2MVR6	Outdoor Equipment	2MVR6	EA	1	\$ 43.47	12%	\$ 15.48	2MVT2	EA	1	\$ 47.27	12%	\$ 31.20
1113	1,000	Wire Rope Stop Sleeve,3/8 In,122 Copper	LOOS	ST2-12	Material Handling	16X824	EA	1	\$ 4.15	15%	\$ 2.09	16X823	EA	1	\$ 3.31	15%	\$ 2.11
1114	1,000	Clipboard,Letter Size,Hardboard,Brwn,PK2	SAUNDERS	05724	Office Supplies	1GEJ7	PK	2	\$ 4.23	5%	\$ 1.46	1GEH5	EA	1	\$ 14.42	5%	\$ 10.27
1115	1,000	Concave Door Stop,Wall Mount	ROCKWOOD	409.32D	Hardware	3HHX3	EA	1	\$ 6.85	5%	\$ 1.35	3HHX1	EA	1	\$ 6.85	5%	\$ 1.34
1116	1,000	Liquid Disinfectant Cleaner,1 gal,Bottle	TOUGH GUY	117718	Cleaning	49NW11	EA	1	\$ 25.60	22%	\$ 5.17	36X42	EA	1	\$ 15.85	22%	\$ 9.27
1117	1,000	Air Freshener Refill,118.10g,Cover,PK2	TOUGH GUY	11U429	Cleaning	11U429	PK	2	\$ 25.09	22%	\$ 6.06	11U428	PK	2	\$ 25.09	22%	\$ 14.68
1118	1,000	Battery,123,Lithium,3V,PK12	STREAMLIGHT	85177	Electronics, Appliances, and Batteries	2VEW2	PK	12	\$ 56.53	19%	\$ 15.16	5PT96	PK	2	\$ 8.13	19%	\$ 4.94
1119	1,000	Cable Clamp,3/4 In,White,PK100	DOLPHIN COMPONENT	DC-3/4N	Fasteners	14X946	PK	100	\$ 10.41	30%	\$ 4.20	14X947	PK	100	\$ 16.75	30%	\$ 8.79
1120	1,000	Cable Clamp,1/2 In,White,PK100	DOLPHIN COMPONENT	DC-1/2N	Fasteners	14X942	PK	100	\$ 10.68	30%	\$ 2.72	14X943	PK	100	\$ 11.82	30%	\$ 6.21
1121	1,000	Composition Book,9-3/4 x 7-1/2 In,Black	MEAD	MEAO9932	Office Supplies	35W834	EA	1	\$ 4.71	5%	\$ 1.73	35W833	EA	1	\$ 3.87	5%	\$ 2.76
1122	1,000	Metering Air Diaphragm	ACORN	2563-022-000	Plumbing	2EVV5	EA	1	\$ 7.13	20%	\$ 4.64						
1123	1,000	Sanitizer Wipes,Canister,6 x 7"	PURELL	9031-06	Cleaning	3EUG2	EA	1	\$ 15.73	22%	\$ 5.62	3EUG1	EA	1	\$ 10.88	22%	\$ 6.36
1124	1,000	Window AC Support,Painted Steel	A/C SAFE	AC-080	HVAC and Refrigeration	4MH72	EA	1	\$ 33.89	17%	\$ 17.65	4MH73	EA	1	\$ 43.37	17%	\$ 22.22
1125	1,000	Toilet Gasket,Neoprene,Black,4"	ZURN	Z1200-NEOSEAL-GSKT-4	Plumbing	41H972	EA	1	\$ 19.40	20%	\$ 10.34						
1126	1,000	Barricade Tape,Yellow/Black,1															

Estimated Item																	
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1150	1,000	Half Mask Respirator,Bayonet,L	3M	6300	Safety	6AP71	EA	1	\$ 20.68	19%	\$ 9.95	4GL91	EA	1	\$ 19.42	19%	\$ 11.80
1151	1,000	Trash Bags,55 gal.,1.65 mil,PK20	TOUGH GUY	5WG02	Cleaning	5WG02	PK	20	\$ 34.12	22%	\$ 5.29	5WG01	PK	20	\$ 32.00	22%	\$ 18.72
1152	1,000	Traffic Cone,28In,Orange	GRAINGER APPROVED	6FGZ5	Safety	6FGZ5	EA	1	\$ 33.40	19%	\$ 8.07	6FHA1	EA	1	\$ 37.31	19%	\$ 22.67
1153	1,000	Bacterial Drain Maintainer,32 oz.,Bottle	TOUGH GUY	2CYE8	Cleaning	2CYE8	EA	1	\$ 8.17	22%	\$ 1.78	20K965	PK	9	\$ 54.47	22%	\$ 31.86
1154	1,000	Foam Hand Soap,1000ml, Fresh,PK6	DEB	AZU1L	Cleaning	35YX77	PK	6	\$ 80.56	22%	\$ 36.00	45GY42	PK	6	\$ 84.47	22%	\$ 49.41
1155	1,000	Wasp and Hornet Killer,Aerosol,12 oz.	THE END	18320	Outdoor Equipment	6XMH4	EA	1	\$ 6.84	12%	\$ 3.02	2DCB5	EA	1	\$ 8.21	12%	\$ 5.42
1156	1,000	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	GE432MAX-G-N	Lighting	4PRX1	EA	1	\$ 28.11	22%	\$ 11.53	1VN22	EA	1	\$ 24.42	22%	\$ 14.29
1157	1,000	Water Nozzle,Black/Red/ Maroon,5-1/2In L	WESTWARD	1HLV3	Outdoor Equipment	1HLV3	EA	1	\$ 14.53	12%	\$ 2.89	1HLV5	EA	1	\$ 8.16	12%	\$ 5.39
1158	1,000	Deodorizer,1 gal.,Jug	DIVERSEY	94355110	Cleaning	10A371	EA	1	\$ 39.71	22%	\$ 14.80	2CYF2	EA	1	\$ 20.75	22%	\$ 12.14
1159	1,000	2-Point Utility Blade,3/4 In. W,PK100	STANLEY	11-921A	Hand Tools	4A805	PK	100	\$ 25.80	14%	\$ 8.52	5C949	PK	5	\$ 2.31	14%	\$ 1.49
1160	1,000	Port. Elec. Heater,1500 W,5118 BtuH	DAYTON	1VNW9	HVAC and Refrigeration	1VNW9	EA	1	\$ 67.65	17%	\$ 23.35	3DZR7	EA	1	\$ 49.68	17%	\$ 30.93
1161	1,000	Connector,5-20R,20A,125V	HUBBELL WIRING DEVI	HBL5369C	Electrical	4A256	EA	1	\$ 44.65	23%	\$ 15.54	3D208	EA	1	\$ 27.24	23%	\$ 15.73
1162	1,000	Disposable Gloves,Nitrile,M,Blue,PK100	ANSELL	92-575	Safety	1RL61	PK	100	\$ 17.83	19%	\$ 5.87	2XMA7	PK	100	\$ 11.80	19%	\$ 7.17
1163	1,000	Std Cap.Pleated Filter,12x24x4,MERV7	AIR HANDLER	2W238	HVAC and Refrigeration	2W238	EA	1	\$ 14.22	40%	\$ 4.03	6B974	EA	1	\$ 16.77	40%	\$ 7.55
1164	1,000	Plug-In CFL,32W,T4 PL,Cool,2400 lm,4100K	LUMAPRO	35ZU38	Lighting	35ZU38	EA	1	\$ 12.87	22%	\$ 2.84	35ZU37	EA	1	\$ 11.72	22%	\$ 6.86
1165	1,000	Standard Battery,AAA,Lithium,PK4	ENERGIZER	L925BP-4	Electronics, Appliances, and Batteries	1LEF8	PK	4	\$ 15.74	19%	\$ 5.68	40KJ57	PK	24	\$ 11.59	19%	\$ 3.65
1166	1,000	Paint Can,1 qt.,Round	POLAR TECH	HAZ1025	Material Handling	12F307	EA	1	\$ 4.25	15%	\$ 2.67	12F308	EA	1	\$ 8.95	15%	\$ 5.71
1167	1,000	Wall Base Molding, Black, 48 In. L	GRAINGER APPROVED	5MFI6	Furniture, Hospitality and Food Service	5MFI6	EA	1	\$ 6.83	7%	\$ 2.32	5MFK0	EA	1	\$ 6.83	7%	\$ 4.76
1168	1,000	Laboratory Barrier Gown,Universal,Knit	CELLUCAP	434TKCGRA	Safety	3RKU6	EA	1	\$ 6.22	19%	\$ 0.81	3RKU4	EA	1	\$ 5.41	19%	\$ 3.29
1169	1,000	Foam Hand Soap,1000ml,Unscented,PK2	OPS	1405-02G	Cleaning	36TV78	PK	2	\$ 104.22	22%	\$ 41.05	36TY79	PK	2	\$ 92.60	22%	\$ 54.17
1170	1,000	Dryer Sheets,Mountain Rain,PK6	ARM AND HAMMER	33200-00102	Cleaning	24L293	PK	6	\$ 48.42	22%	\$ 23.02	1XEK3	PK	6	\$ 95.63	22%	\$ 55.94
1171	1,000	File Folders,Letter,Manila,PK100	UNIVERSAL	UNV12113	Office Supplies	6XWV6	PK	100	\$ 20.93	5%	\$ 8.44	6XWV6	PK	12	\$ 21.58	5%	\$ 15.38
1172	1,000	Filter Bag,3-Ply,Paper,PK10	TOUGH GUY	3ZIH6	Cleaning	3ZIH6	PK	10	\$ 27.12	22%	\$ 6.01	4JB63	EA	1	\$ 18.40	22%	\$ 10.76
1173	1,000	Car Wash Brush,10" L,White	TOUGH GUY	3A338	Fleet and Vehicle Maintenance	3A338	EA	1	\$ 39.79	5%	\$ 3.92	5A171	EA	1	\$ 41.09	5%	\$ 3.74
1174	1,000	Standard Battery,AAA,Alkaline,PK24	DAYTON	40KJ57	Electronics, Appliances, and Batteries	40KJ57	PK	24	\$ 11.59	19%	\$ 3.65	22A625	PK	24	\$ 22.73	19%	\$ 13.81
1175	1,000	Electrical Tape,7 mil,3/4" x 66 ft.,Ylw	SCOTCH	35 3/4X66 YELLOW	Adhesives, Sealants and Tape	2A232	EA	1	\$ 7.59	7%	\$ 3.96	2A225	EA	1	\$ 6.95	7%	\$ 4.85
1176	1,000	Surge Protector Outlet Strip,White	POWER FIRST	52NY42	Electrical	52NY42	EA	1	\$ 19.35	23%	\$ 7.83	53T215	EA	1	\$ 35.60	23%	\$ 20.56
1177	1,000	LED Tube,T8 Shape,2050 lm,15.0W,3500K	GE LIGHTING	LED15BT8/G4/835	Lighting	48PY01	EA	1	\$ 14.20	22%	\$ 6.32	48PY02	EA	1	\$ 14.49	22%	\$ 8.48
1178	1,000	Disposable Wipes,Hydroknit(R),PK10	WYPALL	83550	Cleaning	2VHU2	PK	10	\$ 143.31	22%	\$ 57.35	52WY22	EA	1	\$ 14.46	22%	\$ 8.46
1179	1,000	ThermaPlex(R)Multi-Purpose,Grease	LPS	70614	Lubrication	4UJ42	EA	1	\$ 9.14	7%	\$ 3.67	5EVZ0	EA	1	\$ 11.17	7%	\$ 7.79
1180	1,000	Disinfecting Wipes,6" x 7",PK12	DIVERSEY	4599516	Cleaning	5KRJ1	PK	12	\$ 311.59	22%	\$ 111.41	1AU17	PK	12	\$ 70.27	22%	\$ 28.79
1181	1,000	Wall Clock,Analog,Battery	GRAINGER APPROVED	6NN65	Office Supplies	6NN65	EA	1	\$ 44.80	5%	\$ 12.05	2CHZ4	EA	1	\$ 45.09	5%	\$ 32.13
1182	1,000	Disposable Gloves,Nitrile,M,Blue,PK200	CONDOR	36VP37	Safety	36VP37	PK	200	\$ 21.49	19%	\$ 8.33	2XLZ7	PK	100	\$ 11.00	19%	\$ 6.68
1183	1,000	Std Cap.Pleated Filter,20x20x4,MERV7	AIR HANDLER	2W236	HVAC and Refrigeration	2W236	EA	1	\$ 15.14	40%	\$ 5.04	6B936	EA	1	\$ 17.19	40%	\$ 5.73
1184	1,000	Contact Cleaner,12 oz.,Aerosol Can	LPS	04016	Cleaning	2F017	EA	1	\$ 40.83	22%	\$ 16.38	2C687	EA	1	\$ 25.80	22%	\$ 15.09
1185	1,000	Galvanize Coating,16 oz	CRC	18412	Paint, Equipment and Supplies	5YL13	EA	1	\$ 13.98	10%	\$ 5.71	10D843	EA	1	\$ 12.96	10%	\$ 8.75
1186	1,000	Incandescent Light Bulb,A15,40W	SHAT-R-SHIELD	40A15 IF 130V	Lighting	11D003	EA	1	\$ 9.84	22%	\$ 2.58	3VA70	PK	2	\$ 11.35	22%	\$ 6.64
1187	1,000	Safety Glasses,Clear,AntiStatic	PYRAMEX	SB8610DT	Safety	45CR28	EA	1	\$ 4.69	19%	\$ 2.24	23Y661	EA	1	\$ 4.00	19%	\$ 2.43
1188	1,000	Blade Plug,Blk,0.245" to 0655" Cord Size	HUBBELL WIRING DEVI	515P	Electrical	49YK49	EA	1	\$ 7.13	23%	\$ 1.72						
1189	1,000	Surge Protector Outlet Strip,6 ft.,Black	POWER FIRST	52NY56	Electrical	52NY56	EA	1	\$ 14.59	23%	\$ 5.04						
1190	1,000	Car Wash Brush,10" L,Green	TOUGH GUY	5A171	Fleet and Vehicle Maintenance	5A171	EA	1	\$ 41.09	5%	\$ 3.74	3A338	EA	1	\$ 39.79	5%	\$ 28.35
1191	1,000	Trash Bags,55 gal.,1.50 mil,PK100	TOUGH GUY	4YPA7	Cleaning	4YPA7	PK	100	\$ 101.20	22%	\$ 23.29	4YPA2	PK	100	\$ 39.00	22%	\$ 22.82
1192	1,000	Sealant,Silicone Base,Clear,Cartridge	DOW CORNING	1892070	Adhesives, Sealants and Tape	53DA95	EA	1	\$ 11.00	7%	\$ 4.60	53DA85	EA	1	\$ 6.85	7%	\$ 4.78
1193	1,000	Std Cap.Pleated Filter,16x25x4,MERV7	AIR HANDLER	5W517	HVAC and Refrigeration	5W517	EA	1	\$ 15.43	40%	\$ 5.08	6B949	EA	1	\$ 17.19	40%	\$ 5.70
1194	1,000	Green Pleat,24x24x2,MERV13	AIR HANDLER	2EKJ8	HVAC and Refrigeration	2EKJ8	EA	1	\$ 55.93	40%	\$ 9.76						
1195	1,000	Duct Tape,2 In x 60 yd,7 mil,Gray,Cloth	GRAINGER APPROVED	3KHL2	Adhesives, Sealants and Tape	3KHL2	EA	1	\$ 12.15	7%	\$ 4.07	26VC84	EA	1	\$ 8.62	7%	\$ 3.34
1196	1,000	LED Repl Lamp,70W HPS/MH,18W,5700K,E26	LIGHT EFFICIENT DESIC	LED-8039E57-A	Lighting	45PA97	EA	1	\$ 60.75	22%	\$ 31.01						
1197	1,000	Rain Coat,Unrated,Yellow,XL	CONDOR	5AD49	Safety	5AD49	EA	1	\$ 10.51	19%	\$ 5.61	5AZ31	EA	1	\$ 10.51	19%	\$ 5.61
1198	1,000	Battery,SLA,DC 6V,4.5Ah	LUMAPRO	48H470	Lighting	48H470	EA	1	\$ 18.40	22%	\$ 6.99	5EFF2	EA	1	\$ 20.99	22%	\$ 12.75
1199	1,000	Car Wash,100 oz.,Green,Concentrated	TURTLE WAX	50597	Fleet and Vehicle Maintenance	48HN72	EA	1	\$ 9.00	5%	\$ 4.38	465D23	EA	1	\$ 9.60	5%	\$ 6.84
1200	1,000	Graffiti Paint Remover,10-1/2 x 12-1/4"	ITW DYMON	9013049490	Cleaning	4HK51	EA	1	\$ 17.11	22%	\$ 5.64	4JB67	EA	1	\$ 3.54	22%	\$ 2.07
1201	1,000	High Cap.Pleated Filter,16x25x4,MERV8	AIR HANDLER	6B949	HVAC and Refrigeration	6B949	EA	1	\$ 17.19	40%	\$ 5.70	5W517	EA	1	\$ 15.43	40%	\$ 6.94
1202	1,000	Duplex Wall Plate,2 Gang,Silver	HUBBELL WIRING DEVI	SS82	Electrical	5C229	EA	1	\$ 7.68	23%	\$ 1.37						
1203	1,000	Air Freshener,20 oz.,Aerosol Can	TOUGH GUY	2DBZ5	Cleaning	2DBZ5	EA	1	\$ 7.92	22%	\$ 1.91	2DCA2	EA	1	\$ 6.81	22%	\$ 3.98
1204	1,000	U-Shaped Fluorescent Lamp,T8,3500K,Nutrl	LUMAPRO	5NPL5	Lighting	5NPL5	EA	1	\$ 15.89	22%	\$ 4.07	5NPL6	EA	1	\$ 16.53	22%	\$ 9.67
1205	1,000	Hard Hat Sweatband,Tan,Terrycloth	MSA	10068890	Safety	4RB54	EA	1	\$ 4.91	19%	\$ 2.08	33Y784	EA	1	\$ 3.08	19%	\$ 1.87
1206	1,000	Toilet Paper,Angel Soft ps,2Ply,PK80	GEORGIA-PACIFIC	16880	Cleaning	10F284	PK	80	\$ 89.97	22%	\$ 47.89	10F286	PK	20	\$ 41.96	22%	\$ 24.55
1207	1,000	Repair Kit,Diaphragm,3.5 GPF	SLOAN	A1038A	Plumbing	4FB31	EA	1	\$ 34.12	20%	\$ 14.18	4FB32	EA	1	\$ 44.91	20%	\$ 14.72
1208	1,000	Utility Container,31 gal.,Silver	TOUGH GUY	2PYW6	Cleaning	2PYW6	EA	1	\$ 40.89	22%	\$ 10.42	2PYX5	EA	1	\$ 35.37	22%	\$ 20.69
1209	1,000	Stapler,20 Sheet,Black	GRAINGER APPROVED	2WFT1	Office Supplies	2WFT1	EA	1	\$ 4.71	5%	\$ 3.14	2WFT2	EA	1	\$ 3.71	5%	\$ 2.64
1210	1,000	Trash Bags,60 gal.,16 micron,PK200	TOUGH GUY	4KN37	Cleaning	4KN37	PK	200	\$ 95.00	22%	\$ 21.98	4KN36	PK	200	\$ 46.29	22%	\$ 18.47
1211	1,000	Recycled Trash Bags,10 gal.,Black,PK250	TOUGH GUY	31DK53	Cleaning	31DK53	PK	250	\$ 75.00	22%	\$ 12.60						
1212	1,000	Push Broom,Head,16",Brown	TOUGH GUY	3A324	Cleaning	3A324	EA	1	\$ 16.15	22%	\$ 4.07	3A325	EA	1	\$ 19.52	22%	\$ 4.59
1213	1,000	Toilet Spud,Full Open,1-1/2 x 1-1/2 In	GRAINGER APPROVED	22UR67	Plumbing	22UR67	EA	1	\$ 12.84	20%	\$ 3.55						
1214	1,000	Motor Run Capacitor,5 MFD,2-3/4 In. H	DAYTON	2MDV4	Motors	2MDV4	EA	1	\$ 7.18	19%	\$ 0.85	5CMU2	EA	1	\$ 5.05	19%	\$ 3.07
1215	1,000	Instant Canopy,10 Ft. X 10 Ft.	GRAINGER APPROVED														

Estimated Item						Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description												
1239	1,000	Roll,Hardwood,8-1/4",700 ft.,Brown,PK6	GEORGIA-PACIFIC	2910P	Cleaning	3FB70	PK	6	\$ 91.74	22%	\$ 39.53						
1240	1,000	Std Cap.Pleated Filter,12x20x2,MERV7	AIR HANDLER	5E878	HVAC and Refrigeration	5E878	EA	1	\$ 7.14	40%	\$ 1.66	6B977	EA	1	\$ 8.23	40%	\$ 3.70
1241	1,000	Chain Saw Case,Use With Echo Chain Saws	ECHO	99988801211	Outdoor Equipment	44X163	EA	1	\$ 44.97	12%	\$ 33.52						
1242	1,000	Persnl Emrgncy Hygiene Kit,1 People Srvd	READY AMERICA	71502	Safety	44ZK90	EA	1	\$ 15.35	19%	\$ 7.20						
1243	1,000	Battery,20V,2.0Ah,Li-Ion	DEWALT	DCB203	Power Tools	21RV46	EA	1	\$ 124.40	11%	\$ 76.89	21RV49	PK	2	\$ 161.71	11%	\$ 108.96
1244	1,000	Hand Sanitizer,Bottle,Gel	PURELL	3012-12	Cleaning	46C642	EA	1	\$ 5.77	22%	\$ 3.01	46C643	EA	1	\$ 6.47	22%	\$ 3.78
1245	1,000	Coated Gloves,3/4 Dip,10,10-1/4",PR	ANSELL	27-600	Safety	4T407	PR	1	\$ 6.02	19%	\$ 2.40	2AF97	PR	1	\$ 4.32	19%	\$ 2.62
1246	1,000	LED Lamp,14.0W,1800 lm,Frosted Finish	PHILIPS	477331	Lighting	449V01	EA	1	\$ 8.24	22%	\$ 5.46						
1247	1,000	Exit Sign Combo,8-3/16 in.Hx18 in.W,NiCd	FULHAM FIREHORSE E	FHEC30WR	Lighting	35GK18	EA	1	\$ 59.68	22%	\$ 19.36	32WU20	EA	1	\$ 77.11	22%	\$ 45.11
1248	1,000	Emergency Light,120/277,1W	HUBBELL LIGHTING - C	CU2	Lighting	46T222	EA	1	\$ 34.74	22%	\$ 15.04	35GK16	EA	1	\$ 39.79	22%	\$ 23.28
1249	1,000	High Pressure Sodium Lamp,ED18,250W	GE LIGHTING	LU250/H/ECO	Lighting	3APT5	EA	1	\$ 26.52	22%	\$ 9.32	54EP66	EA	1	\$ 9.97	22%	\$ 4.47
1250	1,000	Hearing Band,Banded,25dB	HONEYWELL HOWARD	QB2HYG	Safety	9UA93	EA	1	\$ 6.99	19%	\$ 2.55	3JNG3	EA	1	\$ 6.96	19%	\$ 4.23
1251	1,000	Winter Liner,Brown,Universal	MAXIT	101415309	Safety	1GUF5	EA	1	\$ 14.75	19%	\$ 7.06	1GUF4	EA	1	\$ 14.75	19%	\$ 8.96
1252	1,000	Receptacle,Ivory,Nylon,1.0 HP,3 Wires	BRYANT	5362BI	Electrical	49YV73	EA	1	\$ 6.73	23%	\$ 2.32						
1253	1,000	Battery,Sealed Lead Acid,6V,4A/HR.	LITHONIA LIGHTING	ELB 06042	Lighting	4PH44	EA	1	\$ 70.63	22%	\$ 13.40	5EFF2	EA	1	\$ 20.99	22%	\$ 12.75
1254	1,000	Surge Protector Outlet Strip,6 ft.,White	POWER FIRST	52NY55	Electrical	52NY55	EA	1	\$ 15.69	23%	\$ 5.43	52NY54	EA	1	\$ 13.79	23%	\$ 7.96
1255	1,000	Hose Bibb,MPT,3/4 in.,T-Handle	GRAINGER APPROVED	103-004NL	Plumbing	30UK56	EA	1	\$ 9.36	20%	\$ 3.72	6PDZ9	EA	1	\$ 7.76	20%	\$ 4.66
1256	1,000	Electronic Ballast,T8 Lamps,120/277V	PHILIPS ADVANCE	ICN-1P32-N	Lighting	3HHH4	EA	1	\$ 21.49	22%	\$ 6.72	1VN22	EA	1	\$ 24.42	22%	\$ 14.29
1257	1,000	Pipe Cement,Clear,16 Oz,PVC	WELD-ON	13972	Plumbing	6KWT9	EA	1	\$ 13.89	20%	\$ 5.63	6KWT8	EA	1	\$ 8.60	20%	\$ 5.16
1258	1,000	Safety Glasses,Clear	JACKSON SAFETY	25679	Safety	3NTT9	EA	1	\$ 7.69	19%	\$ 2.61	1FY93	EA	1	\$ 5.18	19%	\$ 3.15
1259	1,000	Tape Measure,1 In x 25 ft.,Yellow,In./Ft.	STANLEY	30-455	Hand Tools	5HK84	EA	1	\$ 13.54	14%	\$ 5.16	1MKP9	EA	1	\$ 18.52	14%	\$ 11.95
1260	1,000	Battery,20V,4.0Ah,Li-Ion	DEWALT	DCB204	Power Tools	21RV47	EA	1	\$ 164.13	11%	\$ 104.34	21RV48	PK	2	\$ 240.84	11%	\$ 165.66
1261	1,000	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	F25T8/XL/SPX50/ECO	Lighting	4ZY26	EA	1	\$ 11.26	22%	\$ 2.93	4ZY32	EA	1	\$ 10.83	22%	\$ 6.34
1262	1,000	Inverter Generator,2200W,120VAC	BRIGGS & STRATTON	30651	Outdoor Equipment	45N155	EA	1	\$ 803.16	12%	\$ 480.60	39FY96	EA	1	\$ 930.98	12%	\$ 774.02
1263	1,000	Key Reel,48 In,Kevlar(R) Cord,Belt Clip	KEY-BAK	0548-803	Security	1PGP7	EA	1	\$ 16.79	15%	\$ 5.92	6YK6	EA	1	\$ 15.27	15%	\$ 9.73
1264	1,000	Leather Drivers Gloves,Cowhide,XL,PR	CONDOR	5AV28	Safety	5AV28	PR	1	\$ 10.47	19%	\$ 4.57	3ZL49	PR	1	\$ 9.97	19%	\$ 6.06
1265	1,000	Trash Bags,7 gal.,0.75 mil,PK100	TOUGH GUY	5WF98	Cleaning	5WF98	PK	100	\$ 15.99	22%	\$ 2.95	5WG03	PK	50	\$ 11.12	22%	\$ 6.51
1266	1,000	Wastebasket,Rectangular,7 gal.,Gray	TOUGH GUY	4PGN7	Cleaning	4PGN7	EA	1	\$ 9.04	22%	\$ 2.78	5W001	EA	1	\$ 8.42	22%	\$ 4.93
1267	1,000	Fuse,RK5,Ser FRS-R,20 A,600VAC/300VDC	EATON BUSSMANN	FRS-R-20	Electrical	1A704	EA	1	\$ 19.01	23%	\$ 3.41						
1268	1,000	Disposable Gloves, Nitrile,XL,Blue,PK100	ABILITY ONE	6515-00-NIB-0239	Safety	6XE58	PK	100	\$ 14.95	19%	\$ 5.47	2XLZ9	PK	100	\$ 11.00	19%	\$ 6.68
1269	1,000	Dust Mop,Blue	TOUGH GUY	1TZC6	Cleaning	1TZC6	EA	1	\$ 25.28	22%	\$ 6.29	1TZC4	EA	1	\$ 17.31	22%	\$ 10.13
1270	1,000	LED Lamp,6500K,Indoor,18W,Glass	GE LIGHTING	LED18ET8/G/4/865	Lighting	48PX98	EA	1	\$ 16.20	22%	\$ 8.22	48PY04	EA	1	\$ 15.47	22%	\$ 9.05
1271	1,000	Retractable Utility Knife,6 In.,Gray	WESTWARD	1YJC8	Hand Tools	1YJC8	EA	1	\$ 6.41	14%	\$ 2.21						
1272	1,000	Line Marking Paint,17 oz.,Fl Red	RUST-OLEUM	203029	Paint, Equipment and Supplies	6KP10	EA	1	\$ 6.03	10%	\$ 2.58	6KP40	EA	1	\$ 5.81	10%	\$ 3.92
1273	900	Roll,Hardwood,10",800 ft.,White,PK6	GEORGIA-PACIFIC	89470	Cleaning	4DJV9	PK	6	\$ 107.11	22%	\$ 50.57	4ACU1	PK	6	\$ 89.68	22%	\$ 52.46
1274	900	Coin Cell,2032,3V,PK4	ENERGIZER	2032BP-4	Electronics, Appliances, and Batteries	45EJ83	PK	4	\$ 7.57	19%	\$ 1.09	45EK15	EA	1	\$ 1.95	19%	\$ 1.18
1275	900	Multipurpose Lubricant,Aerosol,16 oz.	CRC	03005	Lubrication	2F141	EA	1	\$ 9.18	7%	\$ 3.45	4JB29	EA	1	\$ 9.02	7%	\$ 6.29
1276	900	Fuse,RK5,Ser FRS-R,30 A,600VAC/300VDC	EATON BUSSMANN	FRS-R-30	Electrical	1A706	EA	1	\$ 19.24	23%	\$ 3.41	4YLZ7	EA	1	\$ 15.51	23%	\$ 8.96
1277	900	Traffic Cone,12In,Orange	GRAINGER APPROVED	6FG20	Safety	6FG20	EA	1	\$ 11.09	19%	\$ 2.82	6FGY8	EA	1	\$ 10.91	19%	\$ 6.63
1278	900	Calcium, Lime Rust Remover,Bottle,28oz.	CLR	G-CL-12	Cleaning	4LEY3	EA	1	\$ 10.05	22%	\$ 3.75	4LEY4	EA	1	\$ 41.66	22%	\$ 15.19
1279	900	Battery,CR2,Lithium,3V,PK2	GRAINGER APPROVED	2HPC7	Electronics, Appliances, and Batteries	2HPC7	PK	2	\$ 11.94	19%	\$ 1.98	1FYE9	EA	1	\$ 11.26	19%	\$ 3.55
1280	900	LED Wraparound Fixture,1x4,4000K	LITHONIA LIGHTING	LBL4 LP840	Lighting	48H445	EA	1	\$ 178.51	22%	\$ 79.73	48H444	EA	1	\$ 178.51	22%	\$ 104.43
1281	900	Battery,Lithium,9V	ENERGIZER	L522BP	Electronics, Appliances, and Batteries	49EV63	EA	1	\$ 13.80	19%	\$ 6.58						
1282	900	Battery,6VDC,10Ah,0.187" Faston	GRAINGER APPROVED	2UKH2	Electronics, Appliances, and Batteries	2UKH2	EA	1	\$ 39.01	19%	\$ 10.12	4PG87	EA	1	\$ 97.87	19%	\$ 57.25
1283	900	Digital Clamp Meter,400A,600V,TRMS	FLUKE	FLUKE-325	Test Instruments	20E892	EA	1	\$ 336.83	7%	\$ 264.99	20E891	EA	1	\$ 231.57	7%	\$ 172.06
1284	900	Traffic Cone,28In,Orange	GRAINGER APPROVED	6FG28	Safety	6FG28	EA	1	\$ 36.56	19%	\$ 9.26	6FHA1	EA	1	\$ 37.31	19%	\$ 22.67
1285	900	Wire Stripper,18 to 10 AWG,7-1/8 In	KLEIN TOOLS	11055	Hand Tools	3PB81	EA	1	\$ 28.81	14%	\$ 14.50	5LL45	EA	1	\$ 15.98	14%	\$ 10.31
1286	900	Drain Opener,1 qt.,Bottle	ZEP PROFESSIONAL	1041423	Cleaning	3HUN2	EA	1	\$ 10.23	22%	\$ 3.98	2CYE8	EA	1	\$ 8.17	22%	\$ 4.78
1287	900	Cleaner and Disinfectant,Aerosol Can	DIVERSEY	04531	Cleaning	11Y658	EA	1	\$ 10.63	22%	\$ 4.37	11Y657	EA	1	\$ 11.62	22%	\$ 6.80
1288	900	Spray Glue,13.50 oz.,Less Than 122 deg.F	3M	SUPER 77	Adhesives, Sealants and Tape	3MA23	EA	1	\$ 21.58	7%	\$ 11.36	2RRD3	EA	1	\$ 15.19	7%	\$ 10.60
1289	900	First Aid Kit,White,6-19/64in.Wx9in.D	FIRST AID ONLY	90568	Safety	45N694	EA	1	\$ 82.63	19%	\$ 21.90						
1290	900	Fire Extinguisher,Dry Chemical,1A:10B:C	AMEREX	B417T	Safety	3YWN1	EA	1	\$ 54.93	19%	\$ 26.22						
1291	900	Std Cap.Pleated Filter,10x36x1,MERV7	AIR HANDLER	21C055	HVAC and Refrigeration	21C055	EA	1	\$ 9.33	40%	\$ 3.07	21C096	EA	1	\$ 17.61	40%	\$ 7.92
1292	900	Industrial Headlamp,LED,Red	ENERGIZER	HDBIN32E	Lighting	40XA77	EA	1	\$ 21.94	22%	\$ 9.43	453A14	EA	1	\$ 31.60	22%	\$ 18.49
1293	900	Silicone Lubricant,Aerosol Can,11 oz.	WD-40 SPECIALIST	300012	Lubrication	19L521	EA	1	\$ 9.51	7%	\$ 4.28						
1294	900	Leather Palm Gloves,Pigskin Palm,XL,PR	MCR SAFETY	3401XL	Safety	21NM38	PR	1	\$ 8.44	19%	\$ 3.28	20F11	PR	1	\$ 7.21	19%	\$ 4.38
1295	900	LED Lamp,9.0W,Daylight,PK3	GE LIGHTING	LED9LS3/850	Lighting	49Z15	PK	3	\$ 11.84	22%	\$ 5.72	49ZC17	PK	2	\$ 16.02	22%	\$ 9.37
1296	900	Liquid Bleach,64 oz.Bottle,PK8	CLOROX	30772	Cleaning	39H581	PK	8	\$ 52.17	22%	\$ 22.95	39H580	PK	12	\$ 44.91	22%	\$ 26.27
1297	900	Food Grade Silicone,Aerosol Can,10 oz.	CRC	03040	Lubrication	3EED7	EA	1	\$ 9.75	7%	\$ 4.01	4JB32	EA	1	\$ 16.95	7%	\$ 11.82
1298	900	Fluorescent Linear Lamp,T8,V Cool,5000K	GE LIGHTING	F32T825W/SXL/SPX50/ECC	Lighting	29UY26	EA	1	\$ 11.49	22%	\$ 2.94	49ZT71	EA	1	\$ 5.74	22%	\$ 3.36
1299	900	Rocker Lug Cap with Chain,FNH,1-1/2 In	MOON AMERICAN	664-152	Safety	6APH1	EA	1	\$ 9.35	19%	\$ 6.08						
1300	900	Duster,Economical,10oz	CHEMTRONICS	ES1015	Welding	5JC04	EA	1	\$ 21.11	10%	\$ 6.96	3VG76	EA	1	\$ 21.61	10%	\$ 12.64
1301	900	Pipe Cleaner,32 Oz,Clear	EZ WELD	21404	Plumbing	3N2D4	EA	1	\$ 12.75	20%	\$ 3.97	5E524	EA	1	\$ 7.55	20%	\$ 4.53
1302	900	Liquid Hand Cleaner,1000mL,Cleaner,PK8	GOJO	2165-08	Cleaning	34TC14	PK	8	\$ 118.63	22%	\$ 36.55	34TC19	PK	8	\$ 73.11	22%	\$ 42.77
1303	900	Brake Parts Cleaner, 14 oz. Can	GUNK	M715	Fleet and Vehicle Maintenance	1MPZ5	EA	1	\$ 5.64	5%	\$ 2.11	4CUR8	EA	1	\$ 6.91	5%	\$ 4.92
1304	900	Liq. Disinfect. Cleaner,1.50 gal,Jug,PK2	DIVERSEY	5283046	Cleaning	15V141	PK	2	\$ 108.64	22%	\$ 49.98	15V142	PK	2	\$ 322.61	22%	\$ 1

Estimated Item						Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
Line #	Usage	Product Description	Manufacturer Name	MFG Part #	Category Description												
1951	600	Duct Tape,2 In x 60 yd,12.6 mil,Black	3M	8979	Adhesives, Sealants and Tape	15F807	EA	1	\$ 29.05	7%	\$ 18.06	26VC98	EA	1	\$ 17.78	7%	\$ 13.86
1952	600	Cleaning Wipes,Citrus,9-1/2 x 12 In.	WYPALL	91371	Cleaning	4YCR4	EA	1	\$ 21.00	22%	\$ 9.14	31HJ79	EA	1	\$ 16.99	22%	\$ 9.94
1953	600	LED Lamp,T8 Bulb Shape,10.0W,1600 lm	PHILIPS	469577	Lighting	52ZX64	EA	1	\$ 15.26	22%	\$ 6.50					22%	
1954	600	Expansion Cement,5 lb.,Box,Gray	ROCKITE	10005	Adhesives, Sealants and Tape	6Z173	EA	1	\$ 11.54	7%	\$ 3.05	6Z174	EA	1	\$ 23.55	7%	\$ 16.43
1955	600	Wastebasket,Rectangular,3 gal.,Black	RUBBERMAID	FG295500BLA	Cleaning	3U935	EA	1	\$ 10.35	22%	\$ 3.74	3U632	EA	1	\$ 7.37	22%	\$ 4.31
1956	500	Surface Mount Fixture,4000K, 8000 lm	GE LIGHTING	WS4W0A3SVWHT	Lighting	48TK58	EA	1	\$ 165.49	22%	\$ 88.24	48H445	EA	1	\$ 178.51	22%	\$ 104.43
1957	500	Quartz Metal Halide Lamp,BD17,70W	GE LIGHTING	MVR70/U/MED	Lighting	1E694	EA	1	\$ 40.40	22%	\$ 11.80	54EP59	EA	1	\$ 13.64	22%	\$ 7.98
1958	500	Impct Rstnt Gogglis,Antfg,Scrch Rstnt,Clr	DEWALT	DPG82-11	Safety	3RYH4	EA	1	\$ 14.42	19%	\$ 6.70	4VCF6	EA	1	\$ 2.96	19%	\$ 1.80
1959	500	Rain Coat,Unrated,Yellow,2XL	CONDOR	6AT78	Safety	6AT78	EA	1	\$ 10.51	19%	\$ 5.61	5AD49	EA	1	\$ 10.51	19%	\$ 6.38
1960	500	Battery,18V,2.2Ah,NiCd	DEWALT	DC9096	Power Tools	4GA70	EA	1	\$ 128.59	11%	\$ 61.67	21RV48	PK	2	\$ 240.84	11%	\$ 165.66
1961	500	Repair Kit,Diaphragm,1.6 GPF	SLOAN	A1041A	Plumbing	4FB32	EA	1	\$ 44.91	20%	\$ 14.72	4FB31	EA	1	\$ 34.12	20%	\$ 20.47
1962	500	Fuse,5A,Class CC,KTK-R,600VAC	EATON BUSSMANN	KTK-R-5	Electrical	4XC24	EA	1	\$ 22.52	23%	\$ 3.61	4ZAZ6	EA	1	\$ 17.19	23%	\$ 9.93
1963	500	Cold Protection Gloves,L/XL,Blk/Gry,PR	MECHANIX WEAR	MCW-KD-540	Safety	11V529	PR	1	\$ 11.35	19%	\$ 5.14	4KWZ8	PR	1	\$ 10.14	19%	\$ 6.16
1964	500	Leather Drivers Gloves,Cowhide,XL,PR	CONDOR	5NGP0	Safety	5NGP0	PR	1	\$ 9.15	19%	\$ 6.58	5NGP1	PR	1	\$ 9.15	19%	\$ 6.21
1965	500	Floor Safety Sign,Caution,Eng/Sp/Fr/Grmn	RUBBERMAID	FG611200YEL	Safety	3U953	EA	1	\$ 25.54	19%	\$ 8.16	2LEA8	EA	1	\$ 22.06	19%	\$ 13.40
1966	500	V-Belt,A49	DAYTON	1A096	Power Transmission	1A096	EA	1	\$ 14.80	19%	\$ 2.12	3X472	EA	1	\$ 14.60	19%	\$ 8.87
1967	500	Cleaner/Degreaser,16 oz.,Aerosol Can	SPRAYON	SC0757000	Cleaning	6KHF1	EA	1	\$ 12.95	22%	\$ 5.99	1UYE4	EA	1	\$ 8.28	22%	\$ 4.84
1968	500	Repl. Scraper Blade,4"L,Carbon,PK100	UNGER	14421	Hand Tools	3U447	PK	100	\$ 112.40	14%	\$ 36.00	2RMZ3	EA	1	\$ 18.79	14%	\$ 12.73
1969	500	Broom Handle,Wood,Brown,72"	TOUGH GUY	32UU95	Cleaning	32UU95	EA	1	\$ 15.19	22%	\$ 2.60	1VAJ8	EA	1	\$ 11.40	22%	\$ 6.67
1970	500	Water Pitcher Cartridge,6in,0.5 Mic,PK2	DUPONT	WFPTC102N	Plumbing	25CA61	PK	2	\$ 21.33	20%	\$ 7.40						
1971	500	Ear Muffs,Over-the-Head,NRR 30dB	3M	H10A	Safety	1C139	EA	1	\$ 37.75	19%	\$ 17.80	26X629	EA	1	\$ 9.44	19%	\$ 5.82
1972	500	Lobby Dust Pan w/Lid and Broom Set,Black	TOUGH GUY	59JM32	Cleaning	59JM32	EA	1	\$ 29.61	22%	\$ 10.94	59JM15	EA	1	\$ 31.80	22%	\$ 18.60
1973	500	String Wet Mop,28 oz., Polyester	TOUGH GUY	16W231	Cleaning	16W231	EA	1	\$ 11.99	22%	\$ 3.74	16W230	EA	1	\$ 8.22	22%	\$ 4.81
1974	500	Sump Pump,1/2 HP,1-1/2in NPT,23ft Max,Cl	ZOELLER	M98	Pumps	2P550	EA	1	\$ 312.63	7%	\$ 174.72	3YU68	EA	1	\$ 197.29	7%	\$ 137.61
1975	500	Cartridge,For 3MFF100	AQUA-PURE	3MFF101	Plumbing	35Z835	EA	1	\$ 232.51	20%	\$ 118.32	5WFJ1	EA	1	\$ 71.56	20%	\$ 42.94
1976	500	HID Lamp,BT37,1000W	GE LIGHTING	MVR1000/U/BT37	Lighting	3JK41	EA	1	\$ 67.54	22%	\$ 19.58	54EP82	EA	1	\$ 27.72	22%	\$ 16.22
1977	500	All Purpose Cleaner,Liquid,144 oz.,PK3	PINE-SOL	97301	Cleaning	22D028	PK	3	\$ 60.89	22%	\$ 27.06	36XX37	EA	1	\$ 17.24	22%	\$ 10.09
1978	500	Trash Bags,33 gal.,1.00 mil,PK200	TOUGH GUY	1YLZ1	Cleaning	1YLZ1	PK	200	\$ 79.00	22%	\$ 17.15	1LYY9	PK	250	\$ 36.80	22%	\$ 21.53
1979	500	Scrubber Sponge,Green/Yellow,3",PK12	ABILITY ONE	7920-01-463-2977	Cleaning	32TL67	PK	12	\$ 13.49	22%	\$ 5.81	32TL68	PK	12	\$ 13.49	22%	\$ 7.89
1980	500	Circuit Breaker Lockout,Red,Steel	MASTER LOCK	493B	Safety	1TDB2	EA	1	\$ 9.48	19%	\$ 3.32	48KV15	EA	1	\$ 4.85	19%	\$ 2.95
1981	500	Cable Tie Kit,Standard,Black,PK650	POWER FIRST	40J772	Electrical	40J772	EA	1	\$ 17.19	23%	\$ 6.55	40J771	EA	1	\$ 20.71	23%	\$ 11.96
1982	500	Push Broom,Head,24",Brown	TOUGH GUY	1A847	Cleaning	1A847	EA	1	\$ 22.29	22%	\$ 4.46	1A846	EA	1	\$ 17.31	22%	\$ 10.13
1983	500	Cartridge,For AP200,PK2	AQUA-PURE	AP217	Plumbing	2P076	PK	2	\$ 105.01	20%	\$ 52.53						
1984	500	Bib Apron,Yellow,45 In. L	CONDOR	1N872	Safety	1N872	EA	1	\$ 13.93	19%	\$ 3.78	3BU46	EA	1	\$ 14.48	19%	\$ 8.80
1985	500	Port. Elec. Heater,1500 W,5120 BtuH	DAYTON	3VU31	HVAC and Refrigeration	3VU31	EA	1	\$ 58.02	17%	\$ 43.79	31TR33	EA	1	\$ 62.17	17%	\$ 38.70
1986	500	Recycled Trsh Bags,20 to 30gal,Blk,PK125	TOUGH GUY	31DK54	Cleaning	31DK54	PK	125	\$ 79.00	22%	\$ 11.61	46MN31	PK	100	\$ 42.00	22%	\$ 24.57
1987	500	LED Lamp,T5,24W,3500 lm,48" Bulb L	PHILIPS	467142	Lighting	53UG89	EA	1	\$ 21.56	22%	\$ 8.69	53UG90	EA	1	\$ 20.79	22%	\$ 12.16

**CITY OF TUCSON, RFP# 192163, MAINTENANCE, REPAIR AND
OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND
RELATED SERVICES**

Attachment B - Category Discounts

Category	Percentage Discount off list price (%)
Abrasives	7%
Adhesives, Sealants, and Tape	7%
Cleaning	22%
Electrical	23%
Electronics, Appliances, and Batteries	19%
Fasteners	32%
Fleet and Vehicle Maintenance	5%
Furniture, Hospitality and Food Service	5%
Hand Tools	14%
Hardware	5%
HVAC and Refridgeration	17%
Lab Supplies	7%
Lighting	22%
Lubrication	7%
Material Handling	15%
Motors	19%
Office Supplies	5%
Outdoor Equipment	12%
Paint, Equipment and Supplies	10%
Plumbing	20%
Pneumatics	11%
Power Tools	11%
Power Transmission	19%
Pumps	7%
Safety	19%
Security	15%
Test Instruments	7%
Welding	10%
(Other) HVAC: Filters	40%
(Other) Emergency Preparedness	19%
Base Discount	5%



Core Lists

B. Price Proposal

1. Provide a price proposal as requested on the Attachment B – Price Page.

Grainger has completed Attachment B – Price Page.

Core Lists

- a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.

Pricing for the Market Basket will be provided to all Participating Agencies.

- b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.

All functional alternates will be provided to all Participating Agencies.

- i. Using Attachment B, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.

Grainger has completed Attachment B, proposed discount and net contract price for items offered nationally.

- ii. Using Attachment B, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.

Grainger has completed Attachment B category discount page.

- iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?

Grainger proposes to update the market basket on an annual basis per contract year. Upon mutual approval of both parties, this market basket will be active for the full 12 months of the next contract year, and Grainger will not increase the Market Basket pricing for these items during the contract year. In the event a Member Core List Item is discontinued, the parties will find a mutually agreeable replacement product and add such replacement item to the Member Core List.

- b. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies.

- i. Describe Offeror's ability to provide customized core lists to agencies;

In addition to the Grainger Market Basket (Attachment B), we offer the ability for each

agency to create a custom market basket. To drive additional cost savings while enhancing procurement stability, agencies can select a custom market basket consisting of products the individual agency most frequently procures. The Grainger Sales team will work with Agencies seeking to consolidate, standardize and to identify a product list and price.

- ii. The number of items Offeror proposes to provide on a customized core list;

Grainger offers the ability for each agency to create a custom market basket unique to individual agency's needs which cannot be specific to a number of items.

- iii. How often does the Offeror propose to update customized core lists;

Grainger proposes to update the custom list on an annual basis per contract year. Upon mutual approval of both parties this custom list will be active for the full 12 months of the next contract year. Grainger reserves the right to adjust pricing to reflect market conditions. These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger.

- iv. Describe any agency size or volume limitations.

There are no agency size or volume limitations to receive a customized core list.

- c. Catalog Pricing: Provide pricing for products not included in items 1.a. and 1.b. above,

- i. Describe how you will price catalog items that are not listed on the Market Basked list. That is, by product category, sub-product category, manufacturer, etc.

Category Discounts: Our offer encompasses significant discounting across 32 MRO categories. These category discounts are applied to Grainger's Contract Reference Price (CRP). Introduced in 2017, CRP is the product pricing basis for contract customers. CRP is market-based and lower than our historic List Price and thus makes more products attractively priced and simplifies the purchasing process. CRP is stable and only subject to change three times per year. Because CRP is lower than Grainger's prior List Price, contract category discounts are also lower. It is therefore important to compare the "final" product prices, as a larger discount percentage offered by a competitor may not yield a lower final product price.

For City of Tucson and OMNIA Members, CRP is found on Grainger.com when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 32 MRO categories.

Grainger Product Sourcing: The City of Tucson and Participating Public Agencies are able to purchase through Grainger's Sourcing arm, which reaches out to Grainger's network of non-catalog suppliers to provide access to over five million additional products and services. The pricing and discounts set forth above do not apply to items

purchased through Grainger’s Sourcing arm. Pricing will be quoted on a case-by-case basis. Grainger Sourcing Terms and Conditions apply to any Sourced purchases. The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Please see **Exhibit 10 Grainger’s Sourced Product Terms and Conditions**.

- ii. Disclose the number of items in each product category and in the catalog

Category	# Items
Abrasives	12,539
Adhesives, Sealants, and Tape	7,430
Cleaning	13,612
Electrical	61,900
Electronics, Appliances, and Batteries	6,009
Fasteners	86,701
Fleet and Vehicle Maintenance	23,653
Furniture, Hospitality and Food Service	21,751
Hand Tools	35,641
Hardware	40,235
HVAC and Refrigeration	39,436
Lab Supplies	70,035
Lighting	10,255
Lubrication	4,399
Material Handling	87,858
Motors	11,570
Office Supplies	11,400
Outdoor Equipment	8,168
Paint, Equipment and Supplies	53,404
Plumbing	56,416
Pneumatics	29,558
Power Tools	29,215
Power Transmission	36,070
Pumps	12,216
Safety	181,849
Security	56,434
Test Instruments	12,710
Welding	11,394
(Other)	
Machining	247,451
Emergency Preparedness	2,368

- d. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.

Grainger is offering, at a minimum, a custom core list per Participating Public Agency. This list will allow our dedicated sales staff to work directly with each Participating Public Agency to determine special pricing on specific items which may include seasonal products.

2. Describe how services proposed will be priced.

Grainger will price services at 5% off the Contract Reference Price (CRP) as reflected on www.grainger.com at time of transaction ("CRP"). As Grainger adds new services to www.grainger.com and that service has a (CRP), Grainger will offer those services at 5% off the CRP. Grainger will advise the City of Tucson of any new services to be made available under the Master Agreement by providing an email to the Contract Administrator and describing the new service(s). These services will be included as part of the Master Agreement and no written amendment is necessary to include them under the Master Agreement.

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

Grainger's offer for the City of Tucson and OMNIA includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

As stated above in the Price Proposal Section the National Core List net prices will be held firm for 12 months from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on an annual basis to assure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to ensure that the City of Tucson and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

As stated above in the Price Proposal Section Member Core List individual net prices will be held firm from the date of the Member Core List implementation through the balance of the applicable Contract Year. As purchasing tendencies, market conditions or OMNIA Member habits change over the contract term Grainger will work with the OMNIA Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

As stated above in the Price Proposal Section products not in the National Core List or in the Customized Core List, Category Discounts will apply to the www.grainger.com Contract Reference Price (CRP) at time of transaction ("CRP"). The CRP may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for

products priced with a Category Discount may increase or decrease as a result. Due to the wide variety of products and the number of products available in Grainger's catalog and Web site, and the raw materials used in those products, Grainger does not utilize the Consumer Price Index (CPI) as it does not perform with the specificity needed to address price increases.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same or similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast numbers of items sold by Seller and Seller's extensive customer base, as well as the different ways customer's structure requests for proposals and bids, Grainger cannot assure Buyer that items sold to other customers for products won't be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted in 1.b. above, OMNIA Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Customer Specific Pricing (CSP) – In addition to the Core List Program, Grainger will offer additional competitive discounts and pricing in those cases where the City of Tucson and/or Participating Public Agencies make high volume and/or repetitive product purchases.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

There is no further product discount than the National Core list, customized core list, category discount off of published CRP price or base CRP discount.

8. Provide your payment terms.

Grainger's payment terms are NET 30.

9. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by NA %, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

10. Will payment be accepted via commercial credit card? ✓ Yes _____ No _____
- a. If yes, can commercial payment(s) be made online? ✓ Yes _____ No _____
- b. Will a third party be processing the commercial credit card payment(s)? _____ Yes ✓ No _____
- c. If yes, indicate the flat fee per transaction \$ NA (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
- d. If "no" to above, will consideration be given to accept the card? ✓ Yes _____ No _____

11. Does your firm have a City of Tucson Business License? Yes
 No If yes,
_____ please provide a copy of your City of Tucson Business license.

Please see ***Exhibit 8 Grainger's City of Tucson Business License.***



C. Qualifications & Experience

C. Qualifications and Experience

1. Provide a brief history and description of your company.

W.W. Grainger, Inc., founded in 1927, was incorporated in the State of Illinois in 1928. Grainger is a publicly held Fortune 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger is the leading North American provider of maintenance, repair and operating (MRO) supplies. Grainger's capabilities include:

- A strategic US distribution network of 250 branches and 14 distribution centers.
- An extensive product line of more than 1.7 million products and over \$1.3 billion of on-hand inventory
- 95% of customers receive next day product delivery; 99.6% of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Grainger's investment in exceptional service, value-added programs, eProcurement solutions, KeepStock® inventory management solutions, a technology driven supply chain and physical presence throughout the US enables commercial, government and institutional customers to keep their people safe and facilities well-maintained.

Grainger is the incumbent provider of MRO products and services to the City of Tucson / OMNIA Partners. We remain committed to providing a contract of scope and scale meeting every MRO requirement at a competitive value to government agencies across the US.

2. Provide a statement of your annual sales for the past 3 years.

W.W. Grainger Annual sales: 2018: \$11, 200,000 | **2017:** \$10,424,858,000 | **2016:** \$10,137,204,000

3. Highlight experience and strong national presence in the MRO industry.

Grainger holds an advantaged position with its supply chain infrastructure, broad in-stock product offering and deep customer relationships. Grainger helps government agencies, businesses, and institutions across the US to keep their operations running and their people safe. Customers across these sectors want highly tailored solutions with real-time access to information and just-in-time delivery of products and services. Demands for transparency are also increasing as access to information expands. These changes are reflected in how US customers carry out responsibilities in the US and how Grainger directs its investment throughout the US.

US customers continue to migrate to web and electronic platforms such as EDI, eProcurement and KeepStock®. Grainger.com provides real-time price and product availability, detailed product information and features such as product search and compare capabilities. For customers with sophisticated electronic purchasing platforms, Grainger's US business utilizes technology that allows these systems to communicate directly with Grainger.com. The US business has an outside and inside sales force to help customers select the right products for their needs and reduce costs by utilizing Grainger as a consistent source of supply. Inventory



management is another area where the US business helps customers be more productive.

Through its technology driven distribution centers, Grainger ships most orders complete with next-day delivery and replenish branches that provide same-day availability. Branches in the US serve the immediate needs of customers in their local markets by allowing them to directly pick up items. Branches also allow customers to leverage branch staff for their technical product expertise and search-and-select support. Grainger's US contact center network handles about 73,000 customer interactions per day including approximately 20,000 orders via phone, e-mail and chat.

In the government sector, Grainger understands the values and processes associated with public procurement. Grainger's Sales Team is specifically dedicated to and focused on government agencies. We understand the budgetary processes that agencies rely on and the competitive and transparency requirements related to acquiring goods and services. We align the compliance strictures of the sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies small and large. With Grainger's experience and relationship with suppliers, we remain a steadfast partner in delivering expeditious response and proven reliability in emergencies. In any emergency, large or small, our pricing and services remain as provided in the contract

Grainger's history with the City of Tucson and OMNIA reflects a relationship of devoted partnership. Our experience under the current agreement shapes much of how we structure offers in the public sector. We embrace the opportunity to continue to serve City of Tucson and OMNIA members while expanding the customer base.

4. Provide the total number and location of sales persons employed by your firm.

Grainger's total sales persons in the US are 3,800. Of those, 564 are Grainger's dedicated Government inside and outside sales staff. The table below presents Grainger's Government sellers by state.

Government Sellers By State					
State	#	State	#	State	#
Alabama	10	Louisiana	8	Ohio	14
Alaska	2	Maine	6	Oklahoma	7
Arizona	13	Maryland	15	Oregon	4
Arkansas	2	Massachusetts	8	Pennsylvania	16
California	71	Michigan	10	Rhode Island	3
Colorado	12	Minnesota	4	South Carolina	7
Connecticut	6	Mississippi	2	South Dakota	2
Delaware	3	Missouri	10	Tennessee	11
Florida	32	Montana	1	Texas	52
Georgia	19	Nebraska	2	Utah	7
Hawaii	11	Nevada	4	Vermont	1
Idaho	1	New Hampshire	3	Virginia	25
Illinois	34	New Jersey	15	Washington	15
Indiana	4	New Mexico	5	West Virginia	1
Iowa	6	New York	41	Wisconsin	13
Kansas	4	North Carolina	15	Wyoming	2
Kentucky	4	North Dakota	1	District of Columbia	5

5. Number and location of support centers (if applicable).

Grainger's strategic branch network includes 250 branches geographically located to provide support to our customers. Please see **Exhibit 1 Grainger Branch and DC Locations**, for a detailed listing of Grainger branches. Additionally, end users can find the closest branch by inputting their address on Grainger.com.

Grainger has three customer contact centers with over 2,000 Customer Support Associates located in Janesville, WI; Waterloo, IA; and Phoenix, AZ. Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email.

6. Describe the qualifications of your sales personnel and technicians.

Sales Personnel | Grainger's team of 564 dedicated government sellers is located throughout all 50 states and provides full geographic coverage of all state and local government members. They are specifically trained to manage government contracts and customers. All Grainger's sellers participate in Public Sector training and are required to certify annually their Government Compliance Training and Grainger's Code of Ethics. Other training includes Procurement Integrity and industry specific training to understand the challenges of the Public Sector customers.

Across all Grainger disciplines is an understanding and commitment to how government agencies purchase goods and services, how agencies are funded and the compliance and transparency responsibilities that accompany the sector.

Technicians | Grainger's **Field Safety Specialists** bring in-field education, experience and expertise to help customers address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, and productivity improvements.

Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

- Certified Safety Professional (CSP)
- Associate Safety Professional (ASP)
- Safety Trained Supervisor (STS)

Secondary affiliations and designations include:

- *Qualified Safety Sales Professional Certification* (QSSP, conferred by the International Safety Equipment Association (ISEA))
- Hazard Analysis & Critical Control Points (HACCP, Food Safety Certification)
- OSHA-30 hour and OSHA-10 hour
- OSHA 500 and 501 (General Industry and Construction Industry Trainers)
- Numerous Supplier and Manufacturer Training

Grainger **Onsite Team Members** are qualified in inventory management techniques, ordering processes, customer communications, inventory analytics, the breadth of Grainger product and service offerings. Regularly scheduled Onsite Team Members are available to help manage inventory and providing customized, knowledgeable support including unanticipated needs.

Grainger's **Technical Product Support Team** is a Tier 2 customer service group dedicated to helping customers identify the right product for their application, troubleshoot issues, and

provide expert advice and knowledge. Our team members have over 1000 years of combined hand on experience in their respective fields, including: Master Electricians, HVAC Service, Master Plumbers, Certified Safety Coordinators, Foundry Shop Foremen, Technical School instructors, City Maintenance Foremen, Manufacturing Assembly, Pneumatics Specialists and Pump Sales Engineers.




7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Grainger has established a framework to address the City of Tucson and OMNIA contract management. Inquiries are addressed initially by the Member-aligned Grainger seller who engages necessary resources to address customer inquiries. If any matter cannot be resolved by Grainger's aligned Member seller, the seller will engage their immediate supervisor and escalate the matter to Grainger leadership until the issue is resolved.

Key Personnel for the City and OMNIA's contract are listed below:

Name	Title	Role
Benjamin Nichols	VP, Government	Executive Corporate Sponsor The highest level of authority for the success of Grainger's government contracts.
Tim Sweat	Regional Sales Vice President, West	Western Region Sellers aligned to Tucson
Kelly Berube	Regional Sales Vice President, South Central	South Central Region Sellers aligned to Tucson
David Joyce	Regional Sales Vice President, Northeast	Northeast Region Sellers aligned to Tucson
Cindi Evans	Regional Sales Vice President, DA Partners	DA Partners Nationally
Mark Snead	Regional Sales Vice President, Government - COOPS	Primary Oversight to Sr. Government Sales Manager to ensure contract success
Ron Price	Sr. Government Sales Manager	Primary, dedicated Point of Contact for the City of Tucson and OMNIA contract
Angela Hoefler	Government Account Manager	Responsible for day-to-day support of the City's agencies.
Dan Mueller	Contract Life Cycle Manger	Responsible to maintain the contract over the life of the contract
Kendra Morman	Customer Enablement	Partner with Contracted Customers to enable the changes needed, in both organizations, to meet the goals and objectives of Contracts and Agreements
Raquel Case	Marketing	Provide Marketing support to the City of Tucson and OMNIA Member's program; Create collateral to market the City's and OMNIA's program.

8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

	Customer Name	Address	Contact Person	Contact Information
1	 City and County of Denver	201 W. Colfax Ave., Dept. 304, Denver, CO 80202	Lance Jay Chief Procurement Officer	(720) 913-8119 Lance.jay@denvergov.org
2	 County of Fresno	4590 E. Kings Canyon Fresno, CA 93702	Joshua Noel Facilities Services Supervisor	(559) 600-7227 jnoel@fresnocountyca.gov
3	 Sacramento County Contract & Purchasing Services Division	9660 Ecology Lane, Sacramento, CA 95827	Craig Rader Purchasing	(916) 876-6362 raderc@saccounty.net

9. Please submit any additional information that you feel is applicable to your qualifications and experience.

At Grainger, we are citizens of the communities where we work and live. Within the City of Tucson metropolitan area, we assisted the American Red Cross in installing home fire alarms, supported training initiatives of the Tucson Fire Foundation, provided scholarship opportunities for the Sunnyside School District Foundation and Pima Community College. Through the Grainger Tools for Tomorrow program, we support individual students in their technical training. Grainger employees assist the Boys and Girls Club - Jim and Vicki Club House, the Special Olympics of Tucson, the Community Food Band, Meals for Wheels and Jobpath programs addressing child care and transportation for those in need. Grainger employees volunteer to Treasure for Teachers. We retain Tucson area businesses to meet the current agreement's requirements and to assist us in maintaining Grainger facilities and running our business. Our commitment in Tucson is replicated in communities nationwide.

In presenting our most comprehensive competitive offer to date, Grainger aims to maintain the City of Tucson's and OMNIA's trust by fulfilling effectively the evolving requirements of the public sector while expanding the customer base of those who can benefit by it. Grainger values the opportunities the City of Tucson and OMNIA have afforded us. We will work to maintain and grow the trust by working each day to remain a faithful partner in all circumstances, the ordinary or emergent.

Grainger has been the recipient of the following awards over the past 2 years:

2019

- Fortune Most Admired Companies: #1 in Diversified Wholesalers 6th consecutive year
- Grainger was ranked 8th on Barron's list of the 100 most sustainable U.S. companies.



2018

- #1 on Industrial Distribution's 2018 Big 50 List (ranks the top ten distributors of industrial products in North America)
- Fortunes 2018 World's Most Admired Companies 5th consecutive year
- 2018 Best Place to Work for Millennials by The Women's Choice Award
- One of the DEI "Best Places to Work for Disability Inclusion" (press release)
- Best Place to Work for LGBTQ Equality by the Human Rights Campaign Foundation (press release)
- Black Enterprise's 2018 List of Top Executives in Corporate Diversity
- Ranked 10th in the Internet Retailer 2018 Top 500 Guide



2017

- Fortune Most Admired Companies: #1 in Diversified Wholesalers
- HRC Corporate Equality Index 4th consecutive year
- North America Dow Jones Sustainability Index Recognition
- #17 on HR Executive Magazine's Most Admired in HR List
- 2017 Executive Leadership Council Ambassador Company
- Newsweek.com Top Green Companies in the US 2017
- Best Place to Work for LGBT Equality by the Human Rights Campaign Foundation (4th year in a row)
- CDP Score of A- 3 years in a row recognition
- FTSE4Good Member Company
- 2017 Disability Equality Index recognition
- Best Places to Work for Disability Inclusion - American Association of People with Disabilities
- Ranked 11th in the Internet Retailer 2017 Top 500 Guide



CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

The City of Tucson RFP

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 192163
PROPOSAL DUE DATE: APRIL 11, 2019, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: MAINTENANCE, REPAIR AND OPERATIONS (MRO)
SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND
RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: MARCH 27, 2019
TIME: 2:00 P.M. LOCAL AZ TIME
LOCATION: CITY HALL, 255 W. ALAMEDA, 1st FLOOR
CONFERENCE ROOM, TUCSON, AZ 85701

PRINCIPAL CONTRACT OFFICER: JENN MYERS, CPPB
TELEPHONE NUMBER: (520) 837-4137
JENN.MYERS@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

PUBLISH DATE: MARCH 8, 2019

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately \$4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$100 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Have a strong national presence in the MRO supply industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
 - a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
 - b. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.
 - c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
 - d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.
 - e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.
 - f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.
 - g. **Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
 - h. **Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
 - i. **Welding** – Welding equipment and supplies.
 - j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
 - k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.
 - l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
 - m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.
 - n. **HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
 - o. **Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
 - p. **Emergency Preparedness** – Sandbags, first-aid supplies, disaster recovery products etc.
 - q. **Other Categories**
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

C. SERVICE REQUIREMENTS: The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
 1. from non-catalog suppliers,
 2. of line card extensions of catalog suppliers,
 3. for custom products, and
 4. for OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**
 - a. **Policies:** Efforts and policies pertaining to green and sustainability.
 - b. **Products:** Impact on product offerings.
 - c. **Distribution:** Impact in distribution.
 - d. **Recycling of Lamps:** The ability to recycle lighting and electronic products.
 - e. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.
 - f. **Certifications:** The industry recognized certifications and standards obtained.
7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Other Services:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 9 copies (10 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment A, 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.
 - b. The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
 - c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance in its entirety.

2. Product

- a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 1. Identification and description of product categories offered
 2. Identification and description of sub categories
 3. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?
- c. How are green products identified in your catalog? Online ordering?
- d. Do you offer "Private Line" products? Please describe.
- e. Submit all information that will aid the City in evaluating your proposal.

3. Services

- a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 1. Policies and programs detailing your efforts in these areas.
 2. Literature explaining your capabilities.
 3. Submit all information that will aid the City in evaluating your proposal.
- b. Describe how you will roll out your program to City of Tucson staff? Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.
- c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.
- d. Describe your sales and reporting capabilities. What level of detail is available?

4. Ordering and Invoices

- a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?
- e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.
- f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

5. Other/Value Add

- a. Describe any government rebate or government incentive programs applicable
- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
- c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

B. Price Proposal

1. Provide a price proposal as requested on the Attachment B – Price Page.

Core Lists

- a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.
 - b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.
 - i. Using Attachment B, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.
 - ii. Using Attachment B, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.
 - iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?
 - b. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies.
 - i. Describe Offeror’s ability to provide customized core lists to agencies;
 - ii. The number of items Offeror proposes to provide on a customized core list;
 - iii. How often does the Offeror propose to update customized core lists;
 - iv. Describe any agency size or volume limitations.
 - c. Catalog Pricing: Provide pricing for products not included in items 1.a. and 1.b. above,
 - i. Describe how you will price catalog items that are not listed on the Market Basked list. That is, by product category, sub-product category, manufacturer, etc.
 - ii. Disclose the number of items in each product category and in the catalog
 - d. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.
2. Describe how services proposed will be priced.
 3. The City’s expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.
 4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
 5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
8. Provide your payment terms.
9. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
10. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
 - d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
11. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company.
2. Provide a statement of your annual sales for the past 3 years.
3. Highlight experience and strong national presence in the MRO industry.
4. Provide the total number and location of sales persons employed by your firm.
5. Number and location of support centers (if applicable).
6. Describe the qualifications of your sales personnel and technicians.
7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
9. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 3. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

- 7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.
- 9. INSURANCE:** The Contractor agrees to:
- A.** Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
 - B.** The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C.** Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent

or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

37. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

38. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered

by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please refer to Attachment B

Please complete Attachment B in its entirety. The first sheet has an area that has been added for functional alternatives that can be offered in addition. These will also be reviewed and evaluated. The second sheet has a list of categories. Please list the discount off price for each category. Please submit a copy of the excel document/price page on your electronic copy. **DO NOT** lock or password protect the electronic copy of your price page.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 2019

Awarded:

This _____ day of _____ 2019

As Tucson City Attorney and not personally

As Director of Business Services and not personally

ATTACHMENTS

Attachment A – OMNIA Partners – Requirements for National Cooperative Contract

Attachment B – Price Page

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Appendix

3. Services - Literature

Please see the following attachments in this section:

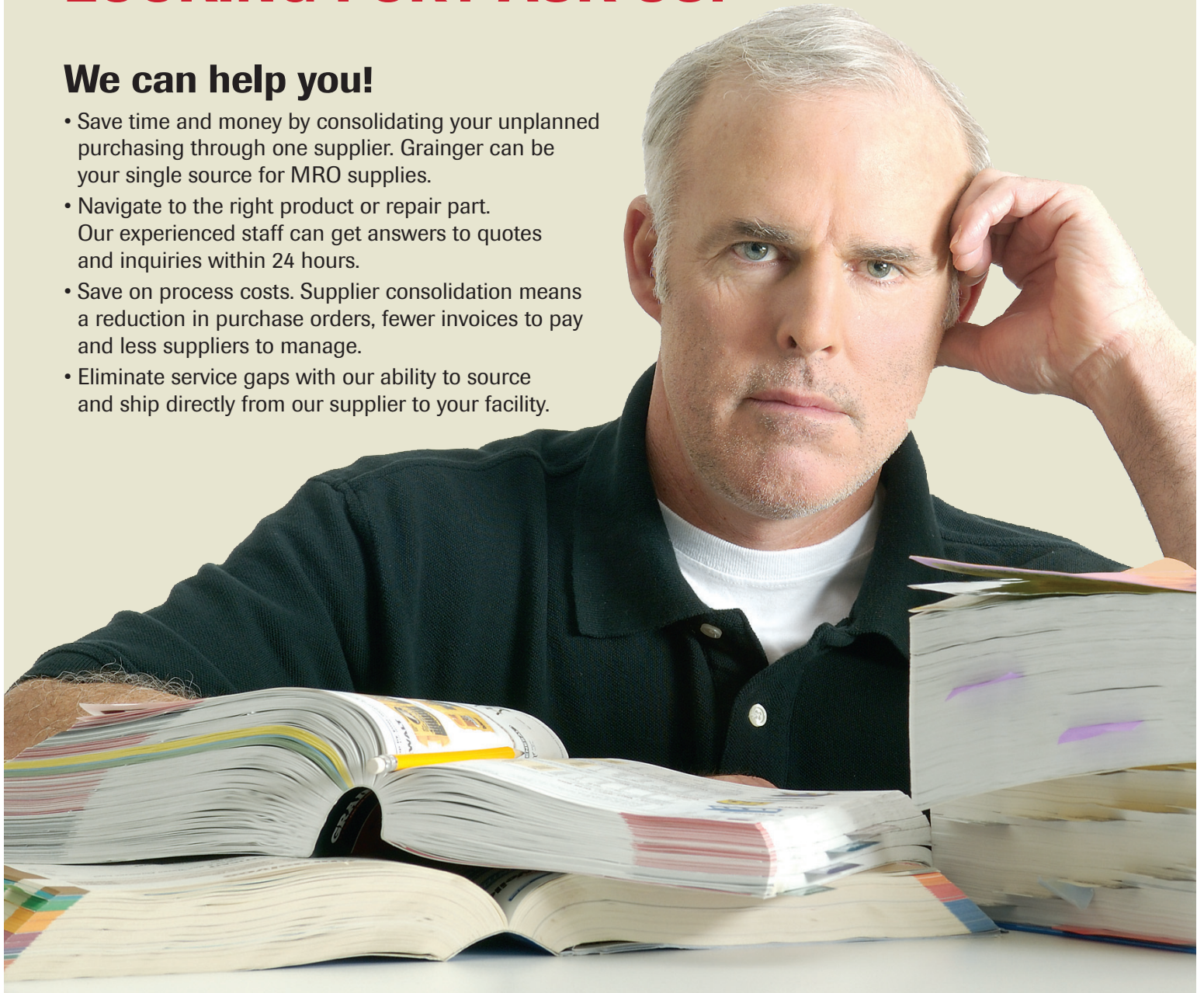
1. Grainger Sourcing Capabilities
2. Grainger.com Overview – Get More Done
3. Grainger.com – Order Management Solution
4. Grainger eProcurement Offerings
5. Grainger's Energy, Facility and Safety Services
6. Grainger Safety Services and Assessments
7. Grainger KeepStock Inventory Management Solutions
8. Grainger Managed MRO
9. KeepStock Vending Overview
10. Grainger Customer Managed Inventory Overview
11. Case Study: University KeepStock Onsite Saves \$355,000 Annually
12. Grainger Supplier Diversity
13. Grainger 2018 Corporate Responsibility Report
14. Energy Efficient Lighting Solutions
15. University Case Study: HVAC Energy Savings \$1.8M Annually
16. Grainger Energy Services
17. Grainger Technical Skill Training
18. Safety Services Network Training
19. Grainger Safety Training and Services

PRODUCTS
Beyond the CATALOG 

CAN'T FIND WHAT YOU ARE LOOKING FOR? ASK US.

We can help you!

- Save time and money by consolidating your unplanned purchasing through one supplier. Grainger can be your single source for MRO supplies.
- Navigate to the right product or repair part. Our experienced staff can get answers to quotes and inquiries within 24 hours.
- Save on process costs. Supplier consolidation means a reduction in purchase orders, fewer invoices to pay and less suppliers to manage.
- Eliminate service gaps with our ability to source and ship directly from our supplier to your facility.



- ▶ Here is how it works:
Just call 1-800-CALL-WWG, your local branch, your Account Manager or go to grainger.com/beyondcatalog for more information!

GRAINGER[®]
||| FOR THE ONES WHO GET IT DONE

Full line suppliers in a wide variety of product categories.

Cleaning

Benjamin Moore
Bobrick Washroom Equipment
Diversified Brands
Georgia Pacific
GOJO Industries
Lagasse Brothers
MI-T-M
New Pig
Pitt Plastics
Rubbermaid Commercial Prod.
Rust-Oleum
Sherwin Williams
Superior/Notrax
Tennant
Weiler Brush
World Dryer
United Receptacle

Electrical

Advance Electric
APC
Appleton
AWP (American Wire Products)
Eaton
General Cable
Hubbell Wiring Devices
Leviton
Omron Industrial Automation
Schneider Electric (Square D)
Thomas & Betts
3M
Tripp Lite
Wellmade Products
Woodhead

Fasteners

ABC Spax
Accurate Mfd. Products Group
APM Hexseal
Celus Fasteners Mfg., Inc.
Danaher Tool Group
Earnest Machine Products Co.
Hexagon Enterprises, Inc.
Industrial Screw & Supply
Lindstrom Metric, Inc.
Mechanical Plastics Corp.
Midwest Acorn Nut Company
Porteous Fastener Company
Precision Brand Products
Prospect Fasteners
Southern Fasteners and Supply
Tamper Prof Screws, Inc.
Vulcan Threaded Products, Inc.
Ziegler Bolt & Parts

Fleet Vehicle Maintenance

Baldwin
Exxon Mobil
Lincoln Industrial
MacNeil
Plews
SPX OTC
Valvoline

Fluid Power

Campbell Hausfeld
Champion Pneumatic
Chicago Pneumatic
Dynaquip Controls
Enerpac
Gardner Denver Thomas
Hankison Division/Hansen
Ingersoll Rand

Fluid Power Cont.

Rietschle
Thomas Stanley-Bostitch

Pneumatics

Enerpac
Florida Pneumatic
Gast Mfg.
Geib Industries
Norgren Actuator/Cylinder
Reelcraft

HVAC

Air Handler
Belimo
Broan-Nutone
Fostoria
GE Appliances
Heatcraft Refrig. Products
Honeywell
Johnson Controls
Madison Mfg.
Marley Engineered Products
Port-A-Cool
Sterling
White Rodgers
York Unitary Product

Lighting

Cooper Lighting
Cree
Fostoria Industries
GE Lighting
Hubbell Lighting
Lithonia — Acuity
Lutron Electronics
Pelican Products
Spectrum Brands

Material Handling

AKRO Mils
Albion
Ashland Conveyor Products
Best Conveyors LLC
CM Hoist
Cotterman
Durham Mfg.
Edsal Mfg.
Folding Guard
Genie
Hallowell
Hamilton Caster
Harrington Hoists
Interlake Mecalux, Inc.
Intermetro Industries
Intertape Polymer
Jarke
KI
Liftall
Lift Rite
Lista
Louisville Ladder
Lyon LLC
Magline
Metzgar Conveyer Portafab
Pro-Line
SAFCO Products
Signode
Southworth Products
Stanley Vidmar
Steel King
Strong Hold Products
Tennsco

Material Handling Cont.

Terex
Tri-Arc
Vestil
Werner
WESCO

Metalworking

Alemite
Arc Abrasives
Carrlane
CRC Industries
De-Sta-Co
Greenfield
Henkel
ITW Brands
LA-CO Industries
Lincoln Electric
Loctite
L.S. Starrett
Miller Electric
M.K. Morse
Norton/Saint-Gobain Abrasives
Precision Brand Products
Sabic
Sandvik
3M
Thermadyne Industries

Motors

ACME-Miami
A.O. Smith Electrical
Bison Gear & Engineering
Boston Gear
Century Electric Motor
Fasco Industries
GE Commercial Motors
Leeson Electric
Merkle-Korff
Nord Gear
WEG

Outdoor Equipment

Ames True Temper
CP Industries
FIMCO
Generac
Mi-T-M Corporation
The Coleman Company
Russo Power Equipment
Weingartz

Pumps & Plumbing

Acorn Engineering
Amtrol
Armstrong Ceiling Tiles
Asco Valve
Chicago Faucet
Cuno
Delta
Elkay
FE Myers
Flint & Walling
Goulds Pumps
Halsey Taylor
In Sink Erator
Just Mfg.
Little Giant Pump
Moen
Parker
Rheem Manufacturing
Sloan Valve
Speakman
Sta-rite

Pumps & Plumbing

The Berns Corp.
Watts Regulator
Zoeller

Safety

5.11
Accuform
Air Systems International
Aearo - A 3M Company
Ansell-Edmont
Bradley
Brady
Bullard
Bulwark
BW Technologies
Carhartt
Cellucap
Cortina
DBI / Capital Safety
DuPont Personal Protection
Eagle Mfg.
Ergodyne
Federal Signal
First Aid
HexArmor
Honeywell Safety
Horace Small
Industrial Scientific
John Tillman
Justrite
Majestic Glove
Miller
Mine Safety Appliances / MSA
Mintie Technologies
Moldex
North by Honeywell Sellstrom
NSA (National Safety Apparel)
P.I.P
Propper
RedKap
Salisbury
Showa Best Manufacturing
SPC (Sorbent Products Corp.)
Sperian
SteelGrip
Survivair
The C.H. Hanson Company
Tiscor
TSA (Transportation Safety Apparel)
Uvex by Honeywell
VF Imagewear
Walter Kidde
Wells Lamont
W.H. Salisbury

Security

Abus
Alarm Lock
Ceco Door
DFW Communications
Federal Signal
Ingersoll Rand Security
Kaba Ilco
Locknetics
Master Lock
Motorola
Panasonic Security & Digital
Safety Technologies International
Security Lock
SpecoTechnologies
Tensator

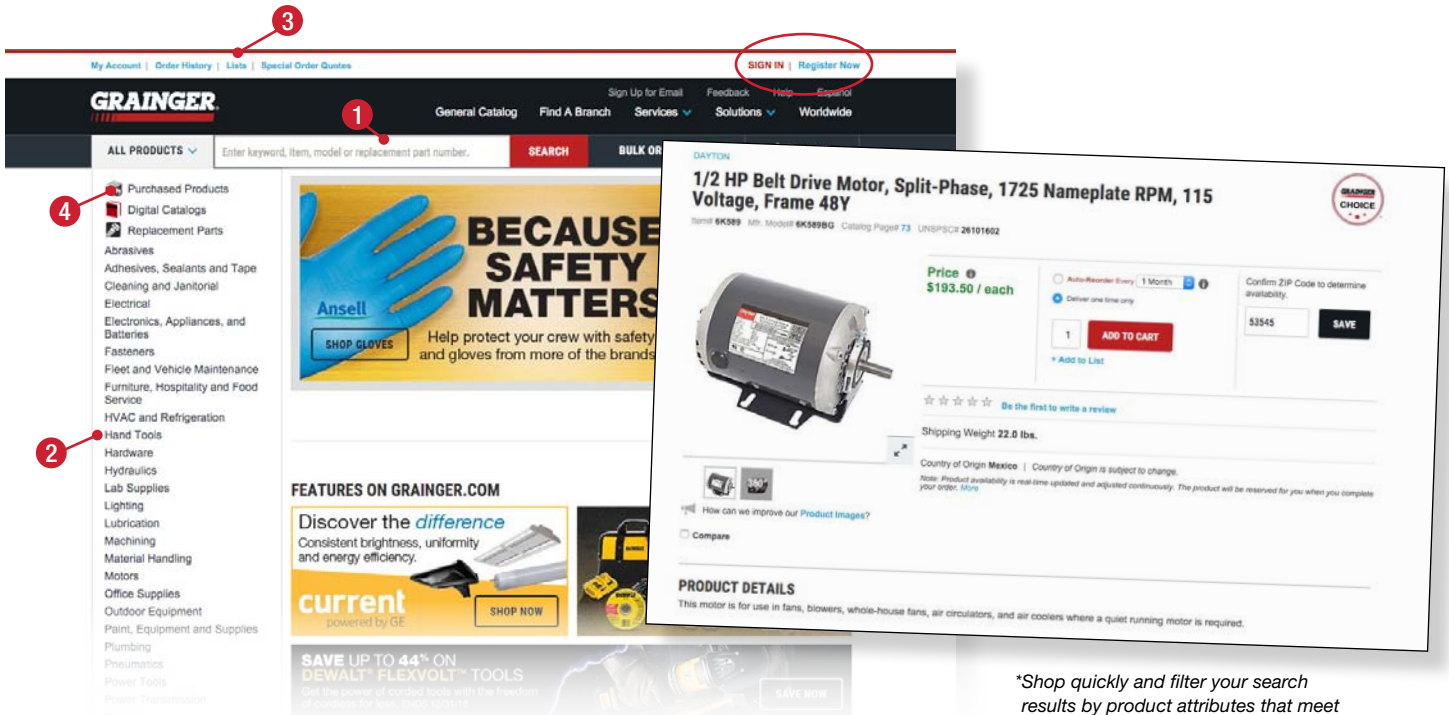
Test Instruments & Precision Measuring

Advance Test/SPX Services
AEMC Instruments
Ashcroft
Bacharach
Dresser
Dwyer
Exttech
Fluke Electronics
Megger
Simpson Electric

Tools

Apex Tool
Black & Decker
Greenlee Textron
Hilti
Klein Tools
Lenox
Makita
Milwaukee Electric Tool
Mitutoyo
RidgeTool
Robert Bosch
Snap-On
Stanley Proto
Walter Meier

GET MORE DONE YOUR WAY ON GRAINGER.COM®



**Shop quickly and filter your search results by product attributes that meet your specific needs. Filter further based on branch availability for your immediate product needs.*

SHOP easily

User-friendly tools to find products quickly* and easily. View and compare product features, specifications, MSDS and real-time product availability.

- 1 Use our robust **Search** engine with type-ahead search functionality
- 2 Browse by **Product Category**
- 3 Access personal or shared **Lists**
- 4 View previously **Purchased Products**

ORDER effortlessly

Order effortlessly using the tools that meet your needs.

- Order products directly from your personal or Shared **Lists**
- Quickly access your previously **Purchased Products**
- Add items to your cart directly from the **Item Detail** page, or from your **search results** list
- Quickly add items to your cart or **List** by entering Grainger item numbers and quantities via the **Bulk Order Pad**
- Repurchase your inventory with **Auto-Reorder**
- Use the **Grainger Mobile App** to quickly scan barcodes or item numbers directly into your cart

MANAGE efficiently

Manage your account efficiently using user default assignments and approval processes with the Order Management System.

- Manage user access and settings
- Manage user approvals and spend limits
- Manage payment methods and shipping addresses
- Streamline checkout process with account and user level defaults
- Customize checkout requirements with order and item level fields
- View pending orders and order history
- View and download invoice history

GETTING STARTED ON GRAINGER.COM®

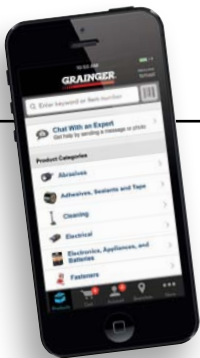
SIGN IN

- Open your preferred browser and type www.grainger.com in the address bar. Click **SIGN IN** from the Grainger top-right menu bar.
- Enter your User ID and Password and click **SIGN IN**. Click [Forgot your User ID](#) or [Password](#) if you need assistance.

If you don't know your login information or need assistance, please contact Customer Care at **1-800-GRAINGER** and reference your account number.

MY ACCOUNT

- Account Administration and Customization options
- Manage Users, Spend & Approval Limits
- Contact Information
- Login Options
- Payment Methods
- Shipping Addresses
- Checkout Defaults



MOBILE SPECIFIC FEATURES

- Reorder using barcode and item number scanner
- Find products with voice search
- Get help using click-to-chat
- Match products to specific locations



Apple, the Apple logo and iPhone are trademarks of Apple, Inc. registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc.

GETTING STARTED

Enjoy these features and more!

- Click **My Account** and edit your check-out defaults for a quick and efficient checkout process on Grainger.com and our Mobile App.
- Create personal and shared shopping list of items for quick access during your shopping experience.
- **SHOP** *easily* using the user-friendly tools to find products quickly and easily. View and compare product features, specifications, MSDS and real-time product availability.
- **ORDER** *effortlessly* using the tools that meet your needs.
- **MANAGE** your account *efficiently* using user default assignments and approval processes with the Order Management System.
- Create a bookmark in your browser for www.grainger.com.
- Download the Grainger Mobile App.
- Visit www.grainger.com/help for additional training topics, videos, frequently asked questions and the complete Guide to Grainger.com.

CONTACT

1-800-GRAINGER
(472-4643)



[View Online Help](#)



[View Online Help Videos](#)



[Chat with us](#)



[Call us](#)



[Send us a message](#)

Connect with us



Order Management System



The Grainger.com Order Management System (OMS) allows you to optimize your workflow for a multi-user environment requiring approval processes.

- Control spend by user
- Reduce maverick spending
- Drive compliance
- Improve processing time
- Streamline the requisition and approval process
- Access detailed order information
- View actions on each order
- Integrated with Grainger Mobile App

The Order Management System is flexible, simple to set up and it's FREE! Get started today!



NEW Budget Spend Limit Restriction

MY ACCOUNT > ACCOUNT ADMINISTRATION

- 1 **Enable Order Management** with Express Setup or access your existing Order Management Dashboard to customize and manage existing users.
- 2 **Define Spend Limits & Approval Limits**
Click Limits to define **Spend Limits** and **Approval Limits**. User spend limits may be set per order, month, quarter or year. These defined user limitations will be available in Step 3 to assign to specific users or by user-role. **Standard Users** have limited functionality rights. **Admin Users** have full functionality rights with access to the Account Administration.
- 3 **Assign Limits**
Assign Spend Limits and Approver Limits to specific users or by user-role.

Add Spend Limits

Spend Limit: per Spending Period: Please Select v

Orders for more than this amount will require approval.

- Please Select
- Order
- Month
- Quarter
- Year

Add Approval Limits

Approval Limit:

Orders for more than this amount will require additional approval.

Name v	Spend Limit i	Item Approval i	Approval Limit
McTool, Mike CHICAGO, IL	\$1,000.00 per order v	<input type="checkbox"/> All orders containing items outside of your account's custom catalog must be approved	Can Approve Any Order v

You can apply limits, adjust approval settings for item(s) outside of your account's custom catalog and select approvers to multiple users at once using role settings. All Standard Users will be assigned the setting. Users whose settings have already been customized individually relative to the role will not change.

STANDARD USERS (LIMITED RIGHTS)

Can spend up to: v

STANDARD USERS (LIMITED RIGHTS)

Default Approver: v

ITEM APPROVAL i

All orders containing items outside of your account's custom catalog must be approved

You can apply limits and approvers to multiple users at once using role settings. All Admins will be assigned the setting. Users whose settings have already been customized individually relative to the role will not change.

ADMINS (FULL RIGHTS)

Can spend up to: v

ADMINS (FULL RIGHTS)

Default Approver: v

ITEM APPROVAL i

All orders containing items outside of your account's custom catalog must be approved

- ❖ **KeepStock orders are not affected by OMS Order Spend Limits.**
- ❖ **KeepStock Approvers may be assigned Approval Limits by order, not by budget.**

Order Management System

Orders submitted via Grainger.com or the Grainger Mobile App that exceed spend limits will be routed for approval prior to processing. The Approver will receive an email notification and/or mobile notification that an order requires approval. The order submitter will receive an email confirmation once the order is approved for processing.

Your order will be submitted for approval.

- It is over the spend limit of \$500.00 per month.

Spending Limit \$628.62 of \$500.00 per month

Approvers may access [Orders Pending Approval](#) from the Grainger.com menu bar, the My Account menu, or the Account Dashboard. Approvers may also access the Grainger Mobile App > Account > Pending Orders.

My Account | Order History | Lists | **Orders Pending Approval (27)** | Catalog Item Quotes | Special Order Quotes
Mike McTool | Acct #

KeepStock | Sign Up for Email | Feedback | Help

General Catalog | Find A Branch | Services ▾ | Solutions ▾ | Worldwide

ALL PRODUCTS ▾

SEARCH
BULK ORDER PAD ▾
CART (1)

Pending Orders

STANDARD ORDERS

KEEPSTOCK ORDERS

My orders currently submitted to Everyone ▾

Pending Orders	Order No.	Ordered By	Currently Submitted to	Order Lines	Total Cost	VIEW
Jul 27, 2018 12:26pm CDT via Grainger.com	WEB1331829425	McTool, Mike	Jones, Jeff	33	\$2,766.17	VIEW

Click VIEW to view the order header and detail information, the reason for the pending order, as well as an action summary on the order management workflow.

ACTIONS ON THIS ORDER

Action	By	To	Date	Comments
Submitted	Mike McTool	Jones, Jeff	07/27/2018	



**ANYTIME.
ANYWHERE.**

Download the Grainger Mobile App to supplement your order management needs while on-the-go.

1-800-GRAINGER
1-800-472-4643

Standard Offerings



Connections

Automating procurement through integrated solutions



Punch-Out Catalog

Save time with real-time pricing, availability, and enhanced content



Purchase Order

Increase productivity with integrated orders and acknowledgements



Invoice

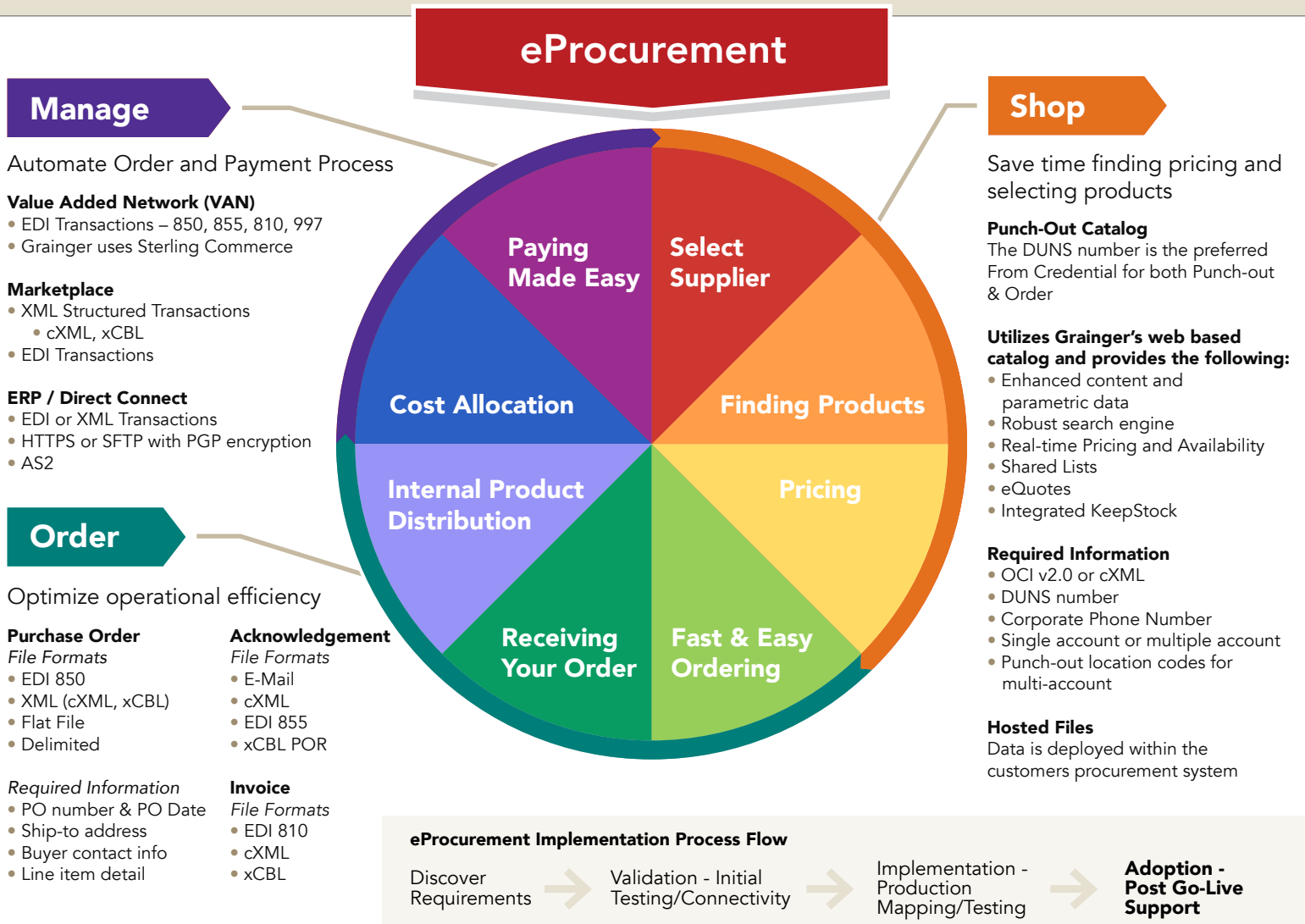
Streamline billing and reconciliation with electronic invoices

ERP / Direct Connect

Customer Owned – Department & Budget Management Tool

Supply-Chain/Procurement Networks

Reduces the number of connections to multiple suppliers



These are some of Grainger's supported ERP & Supply-Chain/Procurement Networks (complete list available upon request)



Getting Started is easy! Simply contact your Grainger Sales Representative.

You've made the decision to integrate your MRO spend with Grainger's eProcurement Solution – Now what's next?

- 1** A Grainger Sales Representative will gather initial information including both business and technical contacts along with the type of platform you are looking to integrate.
- 2** This information will then be entered into the Grainger ePro Request system and within 2-3 business days an eCommerce Solutions Manager (ESM) will be assigned to your project.
- 3** The ESM will then work with you to understand your eProcurement goals and objectives, and gather additional technical information.

Here is a list of the standard project types we currently support:



Shopping:

- Punchout Catalogs
- Hosted Catalogs



Ordering:

- Purchase Order Integration
- Integrated KeepStock
- Integrated Sourcing Quotes



Invoicing:

- Electronic Invoice
- Electronic Payment – EFT/ACHv

Your specific project may include one or more of the above project types and this will help determine the amount of time and resources required to complete the project.

Depending on the type of project requested, Grainger will either provide or request one or more of the following: →

Solution	Required Task
Punchout Catalog	Grainger Provides Punchout URL & Credentials
Purchase Order Integration	Customer Submits Test Orders to Grainger
	Customer Submits Location List
Electronic Invoice	Customer Completes Invoice Questionnaire
Integrated KeepStock	Customer Completes Test Scans
Hosted Catalog	Grainger Seller Submits Content Requests

- 4** In order to keep things moving and on track, it's important that all tasks be completed in a timely manner. Once these tasks are completed, your project can be assigned to a Grainger Programmer and we will begin building your integrated solution. This will occur after all required tasks and preliminary testing is completed.
- 5** Once all programming is complete, Grainger may require additional testing prior to moving your project to production. In order to ensure your project is completed on schedule it is necessary that all requests for testing be completed as soon as possible. Any delays in fully testing your integration may delay the anticipated go-live.
- 6** After all testing is complete your project will move to production. Once this occurs, the Grainger eCommerce Solution Manger will work with you to develop a strategy to ensure you are achieving your procurement goals and objectives.

Glossary of Terms:

AS2 - A secure method for transferring electronic documents over the internet
XML - Generically, this refers to any document that utilizes a compliant, nested, tag-based structure that makes it both human and machine readable
cXML - The most widely-used, XML-based business document standard in the US
xCBL - An XML-based business document standard commonly used in Europe
Open Catalog Interface (OCI) - Standard format used in some systems, most notably SAP, for punch-out shopping.

EDI 810 - EDI format for an Invoice
EDI 850 - EDI format for a Purchase Order
EDI 855 - EDI format for a Purchase Order Acknowledgement
DUNS Number - A nine-digit number used to uniquely identify businesses. Commonly used to identify entities in EDI, cXML, and other electronic business document formats.
Punch-Out Catalog - Provides access to web-based catalogs via a link within ERP and eProcurement Systems

GRAINGER SERVICES



SAFETY



ENERGY



FACILITY

Through our network of **qualified, insured and licensed** service providers, we can provide your business with **comprehensive solutions** that help you:

- > Maintain Safety & Building Compliance
 - > Increase Worker Productivity
 - > Drive Energy & Facility Efficiency
- > Reduce & Conserve Operating Costs

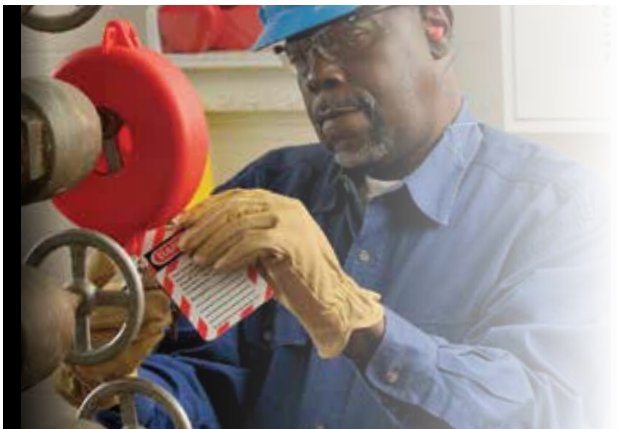
SAFETY SERVICES



ASSESSMENTS

Specific areas are assessed across the worksite in order to identify potential hazards or high-risk areas that may require further actions be taken to remedy.

- AED Inspection
- Arc Flash/Electrical Safety
- Confined Space
- Emergency Eye Wash
- Fire Extinguisher
- Firestop: Barrier, Damper & Door
- Footwear
- Lockout/Tagout
- Machine Guarding
- Noise Survey



PROGRAM & PROCEDURE DEVELOPMENT

Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development.

- Arc Flash/Electrical Safety
- Confined Space
- Environmental Safety Hazards
- Footwear/Benefit Management
- Lockout/Tagout
- Machine Guarding
- Medical First Aid

> **Granger has more safety services available to help solve your needs. Please contact your Granger Rep for more information.**



TRAINING

We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.

- Aerial Lift
- Confined Space
- Fire Extinguisher
- First Aid/CPR/AED
- Forklift
- Lockout/Tagout
- Machine Guarding
- NFPA 70E
- Respirator



COMPLIANCE & TESTING

Audits or tests are conducted for identification and/or to monitor hazardous work areas so that controls and safe work practices can be implemented.

- Indoor Air Quality
- Noise Surveys
- Pulmonary Function Testing
- Sampling



CONSULTING & TURNKEY SOLUTIONS

We offer solutions for unique projects in EHS areas that require design and engineered solutions, installation, or may require additional areas of expertise.

- Arc Flash/Electrical Safety
- Footwear/Benefit Management
- Lockout/Tagout
- Machine Guarding
- Prescription Eyewear

Contact your Granger Rep for details, availability and eligibility of these and other services. Services provided by a third-party provider may be subject to a fee agreement between Granger and the provider.

ENERGY SERVICES



RETROFITS & UPGRADES

Working closely with you, our service providers can identify and facilitate the installation of energy- and water-saving measures to help benefit your bottom line with minimal disruption to your business.

- Lighting Retrofits/Upgrades
- Motor & Drive Upgrades
- HVAC Maintenance/Upgrades
- Water Conservation Upgrades



ASSESSMENTS

Any issue within a system can reduce its efficiency, wasting steam and electricity. Services to address these issues include steam leak identification and mitigation, defective steam trap replacement and upgrades, infrared studies and insulation upgrades. Adjustments will be made to your steam system to help immediately reduce operational costs.

- Steam System/Trap Assessments/Upgrades



MIDSTREAM UTILITY REBATE INCENTIVES

Grainger can help you meet your energy reduction goals by offering discounted energy-efficient products through Midstream Utility Incentive Programs in various areas across the U.S.

- If eligible, Grainger delivers rebates on approved energy-efficient products
- Once enrolled, the process is automatic with the purchase of eligible energy-efficient products
- Rebate is credited to your Grainger account



SYSTEM STUDIES

Any issue within a system can reduce its efficiency, wasting energy. Adjustments will be made to your air supply and dust collection systems to help immediately reduce operational costs. An air or dust system audit may be required, especially if they have not been examined recently.

- Compressed Air System Studies/Upgrades
- Dust Collection System Studies/Upgrades



INSTALLATION

Electric vehicle charging stations at your facility can help advance your sustainability goals while improving your corporate image. It can also help save your customers, employees and business partners thousands of dollars. We can offer site evaluation, product recommendations and installation.

- Electric Vehicle Charging Station Installation

Contact your Grainger Rep for details, availability and eligibility of these and other services. Services provided by a third-party provider may be subject to a fee agreement between Grainger and the provider.

FACILITY SERVICES



ROOFING SERVICES

Roofing and building maintenance solutions designed to help prolong structural life, easily track and manage roof assets, save energy and improve safety.

- Patch & Repair Services
- Roofing Restoration
- Rooftop Safety Installation
- Roof Cleaning
- Inspection Services
- Preventative Maintenance Contracts
- Air Barrier Audits



ELECTRICAL SERVICES

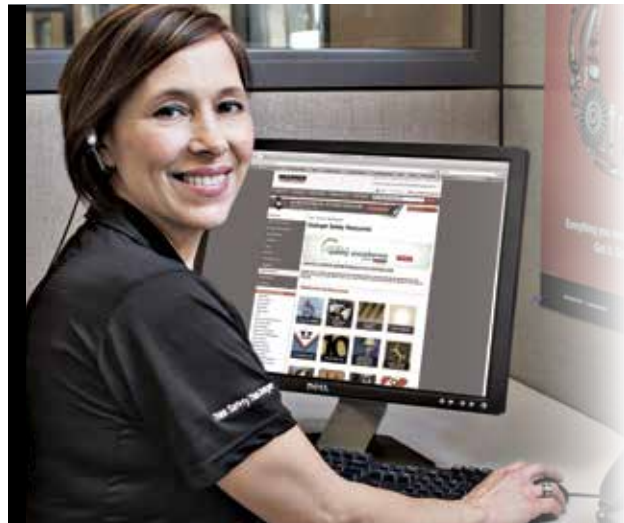
Electrical system study is offered to determine the present degree of arc flash hazards and apply associated equipment labeling. Includes maintenance of electrical distribution system components and mitigation solutions aimed to lower arc flash energy or exposure.

- Engineering Services
- Maintenance & Testing
- Installation (Turnkey Capabilities)
- Medium Voltage/Low Voltage Services
- Emergency Services & Disaster Recovery



INDOOR COATING SERVICES

A comprehensive portfolio of installation solutions for preparing, priming, coating and protecting interior surfaces. Complete installation services for various paints and coatings.



TECHNICIAN SKILL TRAINING SERVICES

Participants receive hands-on safety and industrial skills development that they can apply on the job immediately. Training can be scheduled on-site at customer locations or off-site at scheduled locations across the U.S.

- Compliance
- Electrical
- HVAC
- Mechanical

Contact your Grainger Rep for details, availability and eligibility of these and other services. Services provided by a third-party provider may be subject to a fee agreement between Grainger and the provider.

GRAINGER SAFETY SERVICES NETWORK

Grainger's network of health and safety service providers is committed to providing you with quality, cost-effective on-site and online services.

Consisting of a highly trained network of Certified Industrial Hygienists (CIH) and Certified Safety Professionals (CSP), as well as other safety and health professionals, Grainger possesses the expertise and resources to provide training, on-site testing and auditing, and web-based tools designed to aid in your occupational safety and health programs on a national scale.



AIRBORNE CONTAMINANTS & NOISE

Audits & Assessments

Audiometric Testing/Re-Testing
Employee Exposure Monitoring
Environmental Compliance Audits
Hearing - Ear Fit Test
Hearing Loss Determinations (Work Related) - Audiologist Reviewed
Indoor Air Quality Assessments
Industrial Hygiene Assessments
Noise Surveys (Sound Survey)
Online Respirator Medical Clearance Testing
Pulmonary Function Testing

Respirator Fit Testing
Respirator Fit Testing (Medical Health Questionnaire) - Physician Reviewed

Silica Dust Exposure Compliance

Ventilation System Testing

Program Development

Equipment Specific Procedure Development (Occupational Health Hazards)

Training

Asbestos Awareness Training
Hearing Protection Training
Respirator Training

ARC FLASH/ELECTRICAL SAFETY

Audits & Assessments

Arc Flash Analysis
Electrical Safety Assessments

Program Development

Equipment Specific Procedure Development (Electrical Safety)

Training

2015 NFPA 70E/Arc Flash Electrical Safety Training
2017 National Electrical Code Training
2018 NFPA 70E/Arc Flash Electrical Safety Training
Arc Flash (NFPA 70E) Training

ARC FLASH/ELECTRICAL SAFETY Continued

Training

1910.269 Electrical Safety for Power Generation, Transmission & Distribution Training
Electrical Safety Training
Electrical Safety: Hands-on Practical Skills Application Training
Electrical Systems in Hazardous Locations Training
Electrical: NICET Levels I & II Training
Grounding & Bonding of Electrical Systems or Vacuum Trucks Training
National Electric Safety Code Training
NFPA 101: Life Safety Code® 2012 Edition Training
NFPA 110: Emergency & Standby Power Systems Training
NFPA 70B: Electrical Equipment Maintenance Training
NFPA 72: National Fire Alarm & Signaling Code 2019 Edition Training
NFPA 79: Electrical Standard for Industrial Machinery 2019 Edition Training
NFPA 99: Standard for Health Care Facilities 2012 Edition Training

CONFINED SPACE

Audits & Assessments

Confined Space Identification/Audits

Program Development

Equipment Specific Procedure Development (Confined Space)

Training

Confined Space Entry & Rescue Training

DIGITAL SAFETY TOOLKIT

Digital EHS Tools

Incident & Inspection Management
Learning Management
Occupational Health
SDS Management
Safety Assessments
Specialized Training

EMERGENCY PLANNING & RESPONSE

Audits & Assessments

Backflow System Inspection & Service
Emergency Light & Exit Lights Inspections & Service
Fire Alarm System Design & Installation*
Fire Alarm System Inspection & Service
Fire Barrier Inspection & Repairs
Fire Damper Inspection & Repairs
Fire Door Inspection & Repairs
Fire Extinguisher Inspections & Service
Fire Protection Assessment & Testing (Sprinkler Systems)
Fire Protection Design & Installation (Sprinkler Systems)*
Fire Protection Inspection, Testing & Maintenance (Sprinkler Systems)
Fire: Special Hazard Fire Suppression System Design & Installation*
Fire: Sprinkler Line Compliance Management & Repairs
Kitchen Hood Suppression System Inspection & Service
Photo Luminescent Markings Inspection & Installation
Special Hazard Fire Suppression System Design & Installation*

Exercise & Workshop

Active Shooter Practical Exercise
Business Continuity Planning Workshop
Homeland Security Exercise Evaluation Program (HSEEP) Exercises

Program Development

Emergency Evacuation Plans
Emergency Operations Plan

Training

Active Shooter Training
Fire Barrier Management Training
Fire Extinguisher Training
Incident Command System (ICS) Training
Pandemic Response/Personal Protective Equipment Training

* Services are only available through Grainger third-party provider.

Contact Your Grainger Rep for Details, Availability and Eligibility



GRAINGER SAFETY SERVICES NETWORK

EMERGENCY PREPAREDNESS SERVICE

Healthcare Industry Specific

Aggression Management Training
Behavioral Health Product Installation
Emergency Management Program Assessments (Accreditation Audits)
Hazardous Materials Awareness Level Training

Healthcare All-Hazards Evacuation Plan

Healthcare All-Hazards Evacuation Training

Healthcare Business Continuity Planning (Continuity of Operations Plan)

Healthcare Evacuation Exercise

Healthcare Security Assessment (Focused-Full)

Hospital Command Center (HCC) Workshop

Hospital Decontamination Practical Exercise

Hospital First Receiver Decontamination Training

Hospital Incident Command System (HICS) Essentials Training

Hospital Incident Command System (HICS) Workshop

Loss of Community Support (96-hour) Plan

ENVIRONMENTAL SAFETY HAZARDS

Audits & Assessments

Combustible Dust Surveys

Heat Stress Assessment (Temperature Stress)

Program Development

Equipment Specific Procedure Development (Environmental Safety Hazards)

Training

Hot Work Training (Welding, Oil & Gas)

ERGONOMICS

Audits & Assessments

Ergonomics Assessments

Training

Ergonomics Awareness Training

LOCKOUT/TAGOUT

Audits & Assessments

Lockout/Tagout Assessments

Program Development

Equipment Specific Procedure Development (Lockout/Tagout)

Software

LINK360 Safety Compliance Software

eLOTO Lockout Procedure Software

Training

Lockout/Tagout Training

MACHINE GUARDING

Audits & Assessments

Machine Guarding Audits

Full Turnkey Solution

Assessment, Engineering & Design, Installation & Training

Training

Machine Guarding Training

MANAGED BENEFIT PROGRAMS

Managed Footwear Program

Safety Prescription Eyewear

MATERIAL HANDLING

Audits & Assessments

Crane & Hoist Inspections

Lifting & Rigging Site Assessments

Rigging & Sling Inspections

Training

CFR 49 Hazmat Transportation Training

Crane, Hoist, Sling & Rigging Training

Crane Operator Safety Training

DOT Hazardous Materials Training

Driver/Fleet Safety Training

Forklift Lift Training

Manual Material Handling (MMH) Training

MEDICAL/FIRST AID

Audits & Assessments

AED Inspection Services

Emergency Eye Wash Station Assessments & Inspections

Program Development

Equipment Specific Procedure Development (Medical & First Aid)

Training

Bloodborne Pathogens Training

First Aid/CPR/AED Training

PPE

Audits & Assessments

PPE Assessments

Vision Screening

SAFETY COMMUNICATIONS

Training

HAZWOPER 40/24/8/ Training

WORKING AT ELEVATED HEIGHTS

Audits & Assessments

Fall Protection Assessments/Audits/Inspections

Ladder Inspection Services

Program Development

Equipment Specific Procedure Development (Fall Protection)

Training

Aerial Lift Training

Fall Protection Training

Scaffolding Training

FOOD SAFETY

Audits & Assessments

Food Safety Compliance/Certification (FDA/FSMA, HACCP, GFSI)

Program Development

Food Safety Program Development & Qualification

Temperature Monitoring & Compliance

EnviroTrak™

VersaTrak™

Training

Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)

HACCP/Preventive Control Training

GENERAL SAFETY

Audits & Assessments

Behavioral Health Safety Risk Assessment

Bio Safety Solutions

Fleet Safety Assessments

Job Hazard Analysis

Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OSHAS18001)

Mock Audits: CARF

Mock Audits: MSHA

Mock Audits: OSHA

Mock Audits: TJC (The Joint Commission)

OSHA Recordkeeping Assessments

OSHA Violation Counseling

Survey & Analysis of Building Water Systems

Sustainability Assessments

Program Development

Business Continuation Plan

EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)

Expert Witness

Process Safety Management

Speaking Engagements

Temporary Safety Professionals/Permanent Safety Staffing

VPP Management Solutions Assistance

Written Safety Program Development

Training

Class 3b and Class 4 Laser Safety Training

Compressed Gas Cylinder Safety Training

Excavation/Trenching Training

Medical Gas Maintenance Personnel Certification Training (ASSE 6040)

Natural Gas Maintenance & Safety Training

OSHA 10/30 Training

OSHA Hazard Communication (HAZCOM/GHS) Training

Plumbing Standards Training

RCRA Training (Solid & Hazardous Waste Disposal)

Radiation Safety Officer (RSO) Training

Safety Culture Training

Toolbox Talks

Contact Your Grainger Rep for Details, Availability and Eligibility

GRAINGER
FOR THE ONES WHO GET IT DONE

INVENTORY MANAGEMENT YOUR WAY

TAKE **CONTROL** OF YOUR **INVENTORY**

**KEEPSTOCK® SOLUTIONS HELP MAKE IT
FASTER AND EASIER TO BUY AND MANAGE
YOUR CRITICAL INVENTORY**



The Grainger Shipping Box design is a registered trademark of W.W. Grainger, Inc.

**CONTACT YOUR GRAINGER REP OR
VISIT GRAINGER.COM/KEEPSTOCK**

KeepStock®
A Managed Inventory Solution



WHY INVENTORY MANAGEMENT

Why worry about inventory? Your day-to-day management of building operations is challenging enough. Now add on the responsibilities of purchasing, managing and controlling your inventory needs. Supporting all aspects of your maintenance activities isn't a big job, it's a huge job.

Inventory management is the process of keeping track of items and maintaining the balance of supply and demand. You want to avoid having excess stock but also can't risk not having enough to meet immediate needs.

Ideal inventory management means having the right products, in the right place, at the right time—all with minimal effort and expense.

Not having properly managed inventory can result in significant and unnecessary costs, including cash spent on items, employee labor and storage space.

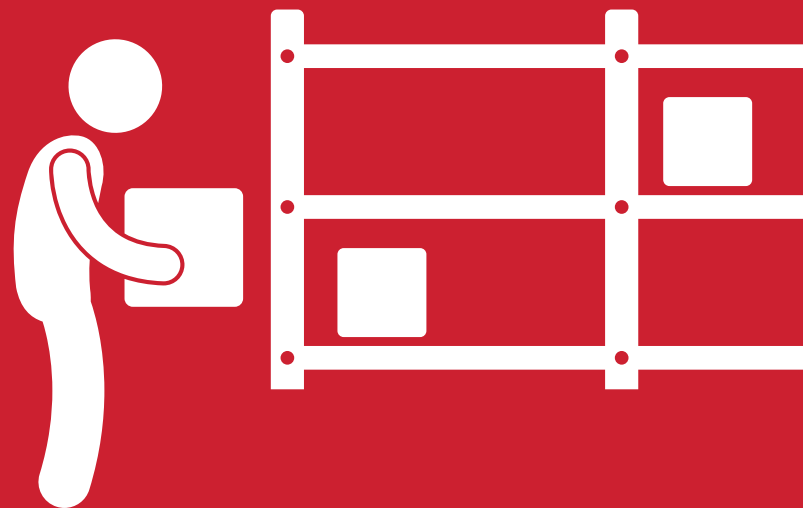
SAVE

time + money + space



KeepStock
A Managed Inventory Solution

**WHAT YOU NEED.
HOW YOU NEED IT.**



**GET STARTED TODAY! CONTACT YOUR GRAINGER REP OR
VISIT GRAINGER.COM/KEEPSTOCK**

MARKET NEED FOR INVENTORY MANAGEMENT

As organizations continue to look for more ways to reduce costs and operate more efficiently, maintenance, repair and operations (MRO) inventory has come under scrutiny.

Left unchecked, poorly managed MRO inventory creates an imbalance between product supply and demand; which can quickly lead to excess expense.

IF YOU STOCK TOO MUCH

Overstocking certain items to make sure they're always available can result in expensive carrying costs—estimated to be 18–25% per year of the average on-hand value maintained.

IF YOU STOCK TOO LITTLE

Ineffective inventory management can cause stockouts, unorganized tool cribs and inefficient (often manual) ordering processes. By eroding productivity, these situations increase costs.

STOP THE RESOURCE DRAIN

Organizations need to take a two-pronged approach to optimize financial and staff resources.

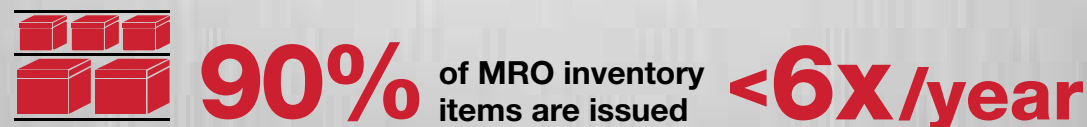
DEPLOY MRO INVENTORY MANAGEMENT

Align stocking levels based on the characteristics of your MRO inventory mix.

LEVERAGE A PROVEN SOLUTION

Cost-effectively enhance and simplify functions from tracking and monitoring to ordering and fulfillment.

EXCESS INVENTORY ON AVERAGE



Inactive inventory consumes resources that could be reinvested in the facility.

Source: Grainger Consulting Services

YOUR KEEPSTOCK SOLUTIONS



INVENTORY MANAGEMENT IS NOT A “ONE SIZE FITS ALL” SOLUTION

That's why Grainger offers a variety of options customized to work the way you need it to.

Grainger KeepStock solutions help take costs out of your operations by making it easier to organize, track and order any size inventory. The portfolio provides Customer-Managed Inventory (CMI), Grainger-Managed Inventory (GMI) and Grainger Vending (GV) options to help you achieve the right level of management based on your unique business needs.

THE RIGHT SOLUTION

You choose what works best for your operations.

- > **Manage it yourself:** A smartphone app and online reporting tools make it a snap
- > **Dedicated Grainger resource:** Onsite support for more complex inventory needs
- > **Vending solutions:** 24/7 controlled consumption of fast-moving items

We'll work together to identify your inventory challenges, discuss where and how your inventory is used, and develop a solution that best fits your needs. You can be sure only the right solution to support your inventory management goals will be implemented.

KeepStock inventory management provides easy-to-use solutions that will help you:

- > KNOW WHAT YOU HAVE IN STOCK
- > STREAMLINE PURCHASING
- > ORDER FASTER AND EASIER
- > GENERATE BETTER REPORTING
- > REDUCE PRODUCT LOSS



CUSTOMER-MANAGED INVENTORY (CMI)

It's inventory your way and the good news is, getting your inventory under control doesn't have to be complicated. With help from Grainger, you can set up a system that's tailored to work for you.

THE POWER OF TECHNOLOGY IN THE PALM OF YOUR HAND



THE SITUATION

You want complete control of your inventory—on your terms, your schedule, and handled by your employees. You want it fast, easy, accurate, and with reporting to back it up. You want the power of technology in the palm of your hand.

THE ANSWER

Customer-Managed Inventory (CMI) helps give you the level of functionality you need at no additional cost.

HOW IT WORKS

Order: Scan the barcoded labels with your Android or iOS smartphone and send the order. Need approvals? No problem! We can set up your program to have approvals based on your needs.

Find: The CMI app does more than just help you replenish items in your KeepStock installation. You can also search Grainger.com® and select products to add to your order—all from one source.

Track: We can help set up your app to help manage the movement of Grainger products that you need to track through your system. Allocate product usage and track to the appropriate user, cost center or customer account number.

Update: Add or change items and users to your inventory program. Managing your CMI solution based on your needs gives you more time to invest back into your business.

MORE CONTROL IN YOUR HANDS—YOUR WAY

Are your business needs changing? Simply add items to your inventory program, adjust reorder points and quantities, change item addresses, or add/delete/change users.

Need to track items throughout the job, process, or facility? This app can be enabled to help manage the movement of those Grainger products from receipt through consumption.

Looking to save more time? Integrate your current system with Grainger's Order Management System on Grainger.com.®



GRAINGER-MANAGED INVENTORY (GMI)

This solution helps you and your people spend less time finding and ordering products, and more time on business-critical tasks and generating revenue.

ONSITE RESOURCE HELPS YOU MANAGE ALL YOUR GRAINGER INVENTORY



THE SITUATION

You have a significant number of items in a single storeroom, or maybe even multiple storage areas across your facility. These items are used in varying quantities at varying times. You and your staff often need help finding and placing special order items in addition to your frequently used products. And, you may have supplies that you need controlled access to, or 24/7 availability to certain products but don't have the 24/7 staff to manage a locked storage area.

THE ANSWER

The more complex your needs, the more a Grainger-Managed Inventory

(GMI) solution is a right fit for your organization. With your inventory now balanced and managed, you can focus on business-critical tasks that have significant impacts on your bottom line.

HOW IT WORKS

Your Grainger Rep works with you and our KeepStock solutions team to determine the products and levels needing to be managed, as well as setting approvals for orders if required. With or without approvals, you have the visibility, control and insight to all Grainger orders—so you don't have to worry about overstocking or unauthorized purchases.

On a pre-determined schedule, your dedicated rep will work at your facility to put Grainger products away, place replenishment orders, help with inquiries, source hard-to-find items, and help with special orders. Your rep can also cross-reference Grainger products to add to the program to further consolidate, simplify and save.

We can manage your Grainger inventory in your storeroom, warehouse, or various stocking locations throughout your facility. Have short-term storage needs? We can arrange a trailer to store your Grainger items. It's that easy.



GRAINGER VENDING (GV)

The ideal choice when you require controlled access to consumable inventory, as well as durable items that can be used and returned.

GET 24/7 CONTROLLED CONSUMPTION OF FAST-MOVING ITEMS



THE SITUATION

You need 24/7 access to key products—when and where you need them. And, you’re looking to increase productivity through improved efficiencies, including placing products at point-of-use.

THE ANSWER

Spend less time searching, more time working with Grainger Vending (GV) solutions. Our machines can help you reduce costs by setting limits on quantities, shifts, jobs,

or total dollar value spent. It’s a great way to control product consumption, too. Plus, you get detailed inventory reporting to help you better manage your budget.

HOW IT WORKS

Grainger works with you to identify items to be managed, and select the right machine(s) to do the job.

We deliver and set up the filled machines so they’re ready to use as soon as they’re plugged in.

Employees can scan their ID badge or enter their employee code, use the touchscreen to select the item, remove the product from the machine and log out. It’s easy, reliable, secure and controlled.

Items and quantities removed are automatically uploaded so you can rest easy knowing replenishment orders are processed accurately and in real time. Now you know you’ll have the right products, in the right quantities, at the right time.

Your Grainger Inventory Management Specialist will refill the machines as needed to meet your usage patterns.



REDUCE WASTE, LOSS AND COSTS



GRAINGER'S CONSULTATIVE APPROACH

KeepStock[®]
A Managed Inventory Solution

WORKING TOGETHER EVERY STEP OF THE WAY

- We will work with you to understand your inventory management goals and challenges
- Based on our collaborative work, we determine the best solution (or solutions) to meet your specific needs
- We will collect data for the products you want managed and cross-reference items as needed, then load them into our system
- We then launch your KeepStock inventory program, assuring that we integrate with your systems and your employees
- We will stay in close contact with you and your employees to make sure you're getting the best value for your program

CUSTOMIZED FOR YOUR BUSINESS

- Turn-key replenishment on your schedule
- Adjustable minimum/maximum reorder points
- Order control points to align with your operational needs

THE BENEFITS

- Reduce your procurement costs for indirect supply purchases
- Keep your team focused on the work to be done rather than looking for supplies
- Optimize inventory levels—no overstocking or stockouts

YOUR KEEPSTOCK SOLUTIONS SUPPORT TEAM

ONGOING SUPPORT

Great customer care doesn't end after your KeepStock solution is installed or implemented. You receive reliable, ongoing support for the solution or solutions you have, just like always. There's no cost to you for support after the solution — no unexpected fees or hidden costs. Simply the support you need for the inventory you have.

Get Great Customer Care from Knowledgeable Grainger Reps

Your Grainger Rep will help you through the process of managing your MRO inventory. They work with you to set up your KeepStock solution and provide continued support during and after the installation. As your inventory management needs evolve, they help you add and change items, update program users, run reports, perform general program maintenance, and more.

Dedicated Onsite Service Representatives

With more than 1000 Onsite Service Representatives servicing Grainger-Managed Inventory (GMI) programs, you get customized knowledgeable support for your program. They make sure you have the MRO supplies on your shelves, at the inventory levels you select. Plus, they check your inventory levels on a schedule you both set, help put away reordered products, and help you find the products you may not stock but need from time to time to keep your operation running.

Helpful Customer Service

Providing exceptional customer service continues to be the hallmark of our business. As always, you can count on our Grainger customer service reps to help answer your account and invoice questions, order products, process returns, source hard-to-find items and more!

KeepStock[®]
A Managed Inventory Solution



7

Up to

50%

of MRO inventory items are inactive for **more than 12 months***

Up to

60%

of on-hand MRO inventory levels **exceed a 1-year supply***

Up to

10%

of inventory sits on shelves and **never gets used***

Up to

30 STEPS,

5 people, 5 hand-offs, and 1 approval may be involved in replenishing inventory*

SAVE



KEEPSTOCK SOLUTIONS HELP YOU BETTER IDENTIFY, ORGANIZE AND MANAGE YOUR INVENTORY

GET ORGANIZED

Up to 22% of the time, maintenance employees leave a stockroom without the proper material or quantity.* Plus, if products are inventoried in multiple locations, your employees are spending a lot of time putting inventory away. By consolidating orders to one supplier, you can more effectively manage your inventory—helping your employees get what they need, the first time and every time.

ORDER FASTER

Replenishing inventory may involve up to 30 steps, 5 people, 5 hand-offs and 1 approval.* Then there's the issue of ordering more product than you need—60% of on-hand MRO inventory levels exceed a 1-year supply.* How much time, money and space are you wasting?

REDUCE EFFORT

Ordering, finding, tracking and replenishing products takes time . . . costs money . . . and takes up a lot of space. Having multiple suppliers just compounds the confusion, so finding a way to consolidate and simplify each step of procuring and managing your inventory should be a priority. Think about how much easier your day would go if you could procure products from 1 supplier. And, that 1 supplier could help you manage and organize your inventory with the best Grainger KeepStock inventory management solution for your needs.

WHAT YOU NEED, WHEN YOU NEED IT, MADE EASY.

AUTOMATE YOUR REORDERING PROCESS

MANAGE YOUR ORDERS FASTER AND EASIER

OPTIMIZE YOUR WORKFLOW FROM PROCUREMENT TO PAYMENT

Work more efficiently and effectively every step of the way. Take control of your inventory spend and budget, improve your processing times, manage your inventory risk, and receive detailed inventory information to make decisions that help improve your bottom line. Streamline your entire procure-to-pay process by integrating your KeepStock purchases with your internal purchasing system, Grainger.com® or your eProcurement system.*

Grainger Order Management System Helps You:

- Manage one sign-in system for both your online and KeepStock orders
- Create up to 4 levels of order approvals
- View your order history for all your Grainger orders
- Set spend limits for multiple users
- Track the status of your order
- Change delivery information for standard shipping orders
- Set order approval controls
- Receive order confirmations



**SCAN.
ORDER.
DONE.**



* Check with your Grainger Rep and your eCommerce department to determine eProcurement system compatibility.

KNOW THE WHAT, WHERE AND HOW MUCH
WITH YOUR INVENTORY

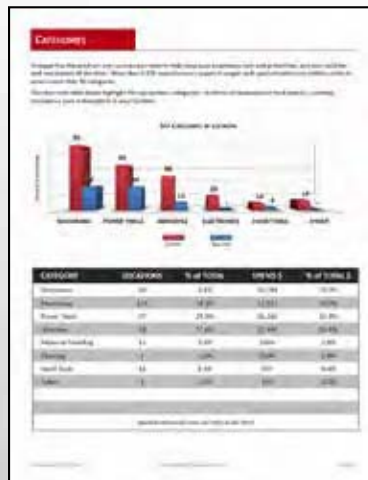
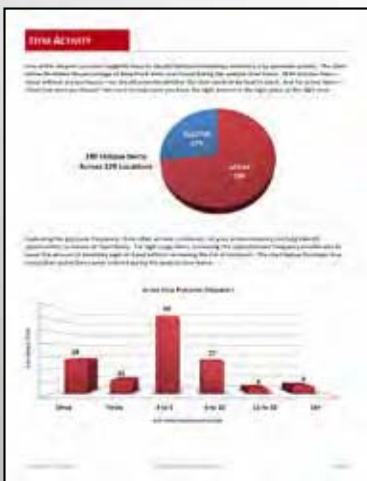
BETTER DATA INTELLIGENCE FOR BETTER DECISIONS

DETAILED REPORTING HELPS YOU KEEP YOUR INVENTORY IN CHECK

KeepStock reporting provides detailed information on the activity of the items being managed. Get usage specifics and track purchasing history, quantities, and total spend. Sort by transactions, cost centers, employees and more. Get the information you need so you can better monitor product consumption and receiving activities.

KNOW THE VALUE OF THE PROGRAM TO YOUR ORGANIZATION

You know the value of your efforts goes beyond the day-to-day activities. KeepStock reporting can also help you measure the total value of the installation — how we are helping your bottom line. We can generate detailed reports for you; showing how you have helped take costs out of managing your inventory with your KeepStock install by reducing expenses and waste.



SAVE TIME, MONEY AND SPACE

GRAINGER KEEPSTOCK SOLUTIONS

At Grainger, KeepStock solutions mean managing inventory the right way. Anything less will not help you get the cost reductions, productivity gains or stockroom improvements that you're looking for. That's why Grainger offers a variety of KeepStock solutions — because we know that no one solution is right for every business.

Grainger KeepStock solutions are designed to help you control costs by:

- Streamlining processes—saving you time and money
- Optimizing inventory—saving you money and space
- Improving efficiency and productivity—saving you time
- Reducing stockouts—saving you time and money

CONTACT Your Grainger Rep
CALL 1-888-753-0019
CLICK grainger.com/keepstock

KeepStock
A Managed Inventory Solution



AVOID STOCK-OUTS
of critical products



WHAT'S IN IT FOR YOU!

**BETTER DATA
INTELLIGENCE,**
reporting and tracking



**IMPROVE
INVENTORY PROCESSES**
to help boost productivity



FINANCIAL SAVINGS and more
WORKING CAPITAL to invest
back into your business



REDUCE LOSS and
avoid waste of frequently
used products



REDUCE COMPLEXITY
in purchasing and managing
your inventory





G means going the extra mile to help you manage your inventory and take costs out of your business.

KeepStock[®]
A Managed Inventory Solution

GRAINGER'S GOT YOUR BACK[®]

Grainger KeepStock[®] solutions are subject to customer eligibility and agreements.

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GRAINGER.COM/KEEPSTOCK | 1-888-753-0019

GRAINGER[®]
FOR THE ONES WHO GET IT DONE

CURRENT STATE


LARGE OR COMPLEX ENVIRONMENT


SUBSTANTIAL MRO INVENTORY


CENTRALIZED STOREROOM


DEDICATED PROCUREMENT TEAM

CHALLENGED BY


INSUFFICIENT STOREROOM STAFF


INADEQUATE TASK EXECUTION


INACCURATE INVENTORY DATA


INEFFICIENT TECHNOLOGY

YOU WANT


COMPLIANCE WITH INVENTORY PROCESSES


VISIBILITY TO INVENTORY CHANGES


INSIGHT FROM DATA & REPORTING


CONTROL OVER ALL PROCUREMENT

INTRODUCING

KeepStock
A Managed Inventory Solution

MANAGED MRO
PERSONNEL & STOREROOM SOLUTIONS

KeepStock Managed MRO provides dedicated, expert and onsite support services for both Grainger and non-Grainger product to help you save time and money.



ADD EXPERTISE Benefit from Grainger's MRO product knowledge and inventory management skills.



CREATE ACCOUNTABILITY Ensure material management tasks are completed with precision and efficiency.

INVENTORY SPECIALIST

Storeroom Support

Customer Systems & Processes

Replenishment + Issuance
Spot Buy + Sourcing
Procurement Expertise

MATERIAL MANAGEMENT

Storeroom Operations

Grainger Systems & Processes

Requisition Management
Data Collection + Analysis
Inventory Optimization

REDUCE MATERIAL EXPENSE

Decrease costs through product substitution and standardization.

LEVERAGE INVENTORY INVESTMENT

Put your inventory to work and optimize amount kept on hand.

INCREASE TECHNICIAN PRODUCTIVITY

Put the right products in the right place at the right time.

KeepStock[®]
A Managed Inventory Solution

**GV GRAINGER
VENDING**

Controlled access at your point-of-use locations.



Contact Your Grainger Rep, Call 1-888-753-0019
or Click grainger.com/keepstock

GRAINGER[®]
FOR THE ONES WHO GET IT DONE

Machines bring visibility to usage by department, employee, or job—helping you take costs out of your business.



WHAT'S IN IT FOR YOU!

24/7 availability of key products at point-of-use or where needed.



CONTROL ACCESS without requiring a staffed supply area.



INCREASE PRODUCTIVITY by reducing the time it takes to walk to the supply room.



EMPLOYEE ACCOUNTABILITY for their product transactions.



IMPROVE COST ACCURACY by job, department, employee, or other defined parameters.



RELIABLE DATA INTELLIGENCE with accurate reporting and tracking for better forecasting and planning.



REDUCE INVENTORY SPEND through controlled access, resulting in reduced loss.



AUTOMATE ORDERING to help reduce stockouts and obsolete inventory.



GRAINGER VENDING (GV)

The ideal choice when you require controlled access to consumable inventory, as well as durable items that can be used and returned.

**SECURITY.
CONVENIENCE.
CONTROL.**



THE SITUATION

You need 24/7 access to key products—when and where you need them. And, you're looking to increase productivity through improved efficiencies, including placing products at point-of-use.

THE ANSWER

Spend less time searching, more time working with Grainger Vending (GV) solutions. Our machines can help you reduce costs by setting limits on quantities, shifts, jobs, or total dollar value spent. It's a great way to control product consumption, too. Plus, you get detailed inventory reporting to help you better manage your budget.

HOW IT WORKS

Grainger works with you to identify items to be managed, and select the right machine(s) to do the job.

We deliver and set up the filled machines so they're ready to use as soon as they're plugged in.

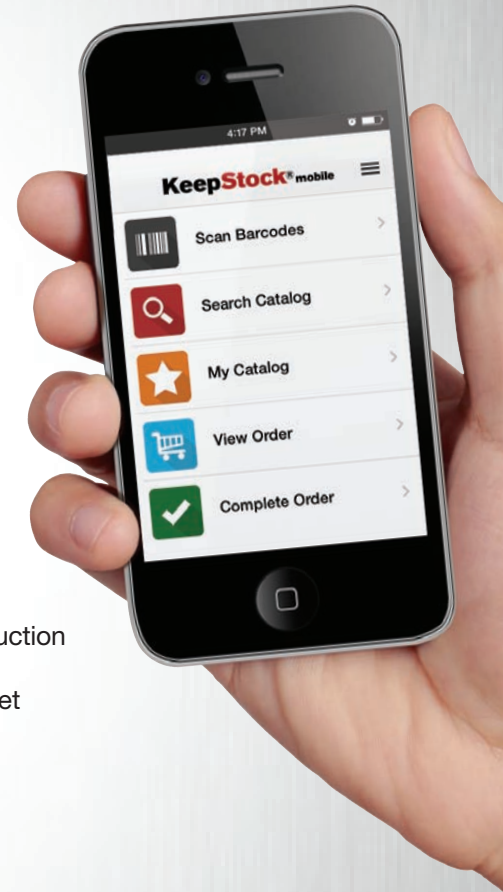
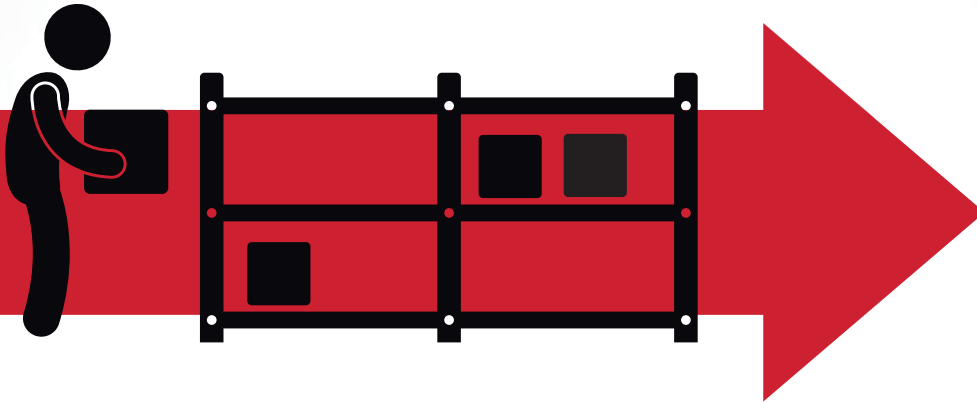
Employees can scan their ID badge or enter their employee code, use the touchscreen to select the item, remove the product from the machine and log out. It's easy, reliable, secure and controlled.

Items and quantities removed are automatically uploaded so you can rest easy knowing replenishment orders are processed accurately

and in real time. Now you know you'll have the right products, in the right quantities, at the right time.

Your Grainger Inventory Management Specialist will refill the machines as needed to meet your usage patterns.

SECURITY. CONVENIENCE. CONTROL.



KeepStock[®] Inventory Management

You need the right products, in the right place, at the right time to keep your production producing and your operations operating. Because Grainger understands every inventory situation is unique, we offer a broad range of solutions that can help meet specific requirements for your business.

THE RIGHT SOLUTION

Effectively managing inventory offers a prime opportunity to help take costs out of your business. You choose what works best for your operations.

- > **Manage it yourself:**
A smartphone app and online reporting tools make it a snap
- > **Dedicated Grainger resource:**
Onsite support for more complex inventory needs
- > **Vending solutions:**
24/7 controlled consumption of fast-moving items

HOW TO GET IT

CONTACT Your Grainger Rep
CALL 1-888-753-0019
CLICK grainger.com/keepstock

Grainger KeepStock Secure[®] solution is subject to customer eligibility established by an onsite assessment conducted by Grainger's Consulting Services group, mutual agreement on frequency of use of Grainger personnel resources and other agreements.

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**NEW &
ENHANCED
TOOLS**

Do-it-yourself
solutions put
you in control.
It's inventory
your way!

KeepStock[®]
A Managed Inventory Solution

CMI CUSTOMER-MANAGED INVENTORY

Web-based tool provides the flexibility
to manage your inventory your way.

Seamless functionality across multiple devices.



CONTACT your Grainger rep
CALL (888) 753-0019
VISIT grainger.com/keepstock

GRAINGER[®]
FOR THE ONES WHO GET IT DONE



It's inventory management your way. You call the shots. Now you can access tools and data that help you create custom inventory solutions, leaving you more time to invest back into your business.

WHAT YOU NEED, WHEN AND WHERE YOU NEED ITSM

THE SITUATION

You want complete control of managing your inventory—on your schedule and handled by the employees you choose. You want it done fast and with data to back it up.

THE ANSWER

KeepStock CMI gives you the control, flexibility and instant access you need to effectively manage your inventory at no added cost.

HOW IT WORKS

Scan: Scan the barcoded labels with your Android or iOS smartphone* and send the order. Need approvals? We'll help you set up your program to have multiple approvals based on your needs.

Order: Reorder products and reduce manual errors with barcode scanning of your stocked items.

Find: Search the online Grainger catalog or Grainger.com[®] and select products to add to your order—all from one source.

Manage: Add items to your inventory program, edit users and print labels for your bins right when you need them.

KEEPSTOCK CMI TOOLS


- ✓ **Search, add and edit products**
- ✓ **Scan to reorder items**
- ✓ **Print labels**
- ✓ **Discontinued item management**
- ✓ **Set min/max levels and restrictions**

**Easy-to-use scanners are available if you don't have mobile access.*


YOU'RE IN CONTROL

Set min/max levels, print labels, edit products, scan to reorder and get instant access to your CMI program on your terms.

Metal Screw Flat #6 5/8 In L Pk100



90129537620@1



GRAINGER

Min: 5 PK/100 Def.OrdQty: 1
Max: 10 PK/100 Part#: 1WA13
Loc: Utility Closet



WHAT'S IN IT FOR YOU!

SIMPLICITY

The technology to manage your Grainger inventory is right in your hand.



IMMEDIATE SOLUTIONS FOR YOUR BUSINESS



VISIBILITY

Easily add, edit and replace items you need on hand.

INDEPENDENCE

Reorder and receive your Grainger products. Check and adjust as you see fit.



DATA INTELLIGENCE

Access your order history to make informed decisions about inventory levels.

APPROVALS

Set up approvals and controls within your program.



STREAMLINE PURCHASING

Scan barcodes and send directly from the Grainger KeepStock app.

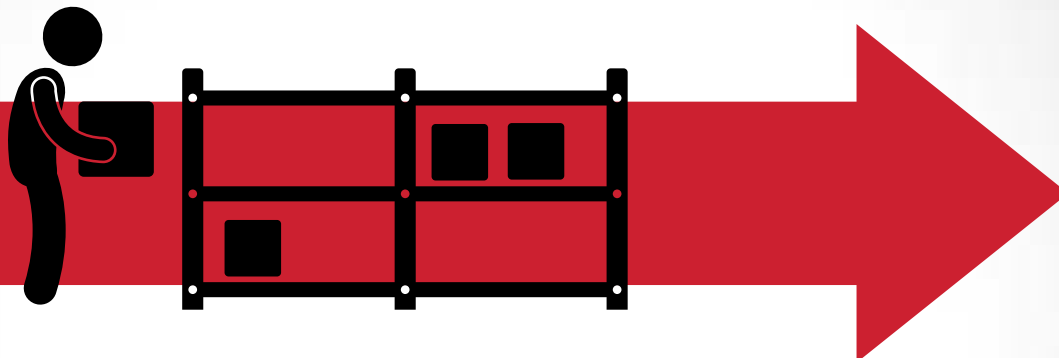


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KeepStock[®]
A Managed Inventory Solution

CMI CUSTOMER-MANAGED
INVENTORY

Take control your way and get the right products,
in the right place, managed with the right solution.



IS CMI FOR ME?

- Do you have critical inventory you can't do without?
- Need to monitor supplies in a controlled environment or in areas with restricted access?
- Do you keep inventory in remote locations and can't afford to run out of stock?
- Want a better system for managing and organizing your critical items?

KeepStock CMI can help solve your inventory challenges.

TO GET STARTED

CONTACT your Grainger rep

CALL (888) 753-0019

VISIT grainger.com/keepstock

TECH SUPPORT

Got questions after you're all set up?

Our dedicated KeepStock technical support team is here to help.

TECH (877) 877-6408

Grainger KeepStock solutions are subject to customer eligibility and agreements.
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GRAINGER[®]
FOR THE ONES WHO GET IT DONE



LABOR SAVINGS

Case Study

GRAINGER CONSULTING SERVICES

KeepStock Onsite[®] Creates a \$355,000 Annual Savings Opportunity

OVERVIEW

A prestigious University had decentralized their maintenance services department to better serve their students, faculty and visitors on the 28-acre campus. By distributing the forty maintenance technicians and tradespeople to four districts, they became closer to the end customer, more familiar with the buildings and assets, and significantly reduced travel time. The challenge, however, was that there was still just one central stockroom and all of the parts and supplies were requisitioned from that location. Because of this, the gains that were realized from being close to the customer were lost on waiting, searching, requisitioning and receiving parts delivered from the central stockroom.

PROCESS

Working with Grainger Consulting Services, the first activity was to identify the current state processes and associated costs. This baseline gave a reference point to model recommendations against. Grainger Consulting Services modeled different stocking levels, price thresholds and district-based stockrooms. The analysis was used to bring all of the stakeholders together, including: Maintenance, Procurement, Finance and Suppliers. Before a single piece of inventory was moved out of the stockroom, there was widespread buy-in for the change.

KEY OBSERVATIONS & FINDINGS

There were several findings, but two of them stood out to all of the decision makers.

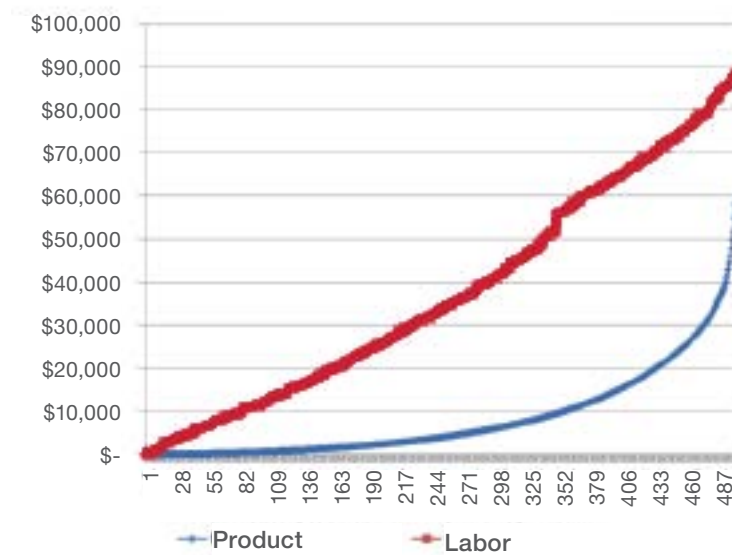
1. The cost of paying the technicians and tradespeople to do the requisitioning and receiving of the parts needed to complete their work was higher than the total spend of the products they were in need of (see Diagram 1).

2. Just 8% of the dollars spent by the University accounted for more than 50% of the parts needed repeatedly by the technicians and tradespeople (see Diagram 2).

It was also realized that a majority of work orders were extending over two days while they waited for low cost parts to be delivered. This waiting time negatively impacted work order completion rates—a metric important to the maintenance department and their customers alike.

Diagram 1

Parts Spend vs. Process (Labor) Cost



RECOMMENDATIONS & IMPACTS

TIME SAVINGS
was equivalent to
hiring **3**
new people

After careful data analytics and the real-world input from the maintenance technicians and tradespeople, Grainger Consulting Services recommended KeepStock Onsite (Grainger's unique vendor-managed inventory solution) to stock four local stockrooms at each of the districts with frequently needed, low-dollar parts and suppliers. With less than 300 unique SKUs stocked, stocking levels were set by evaluating historical usage and factoring in anticipated seasonal fluctuations.

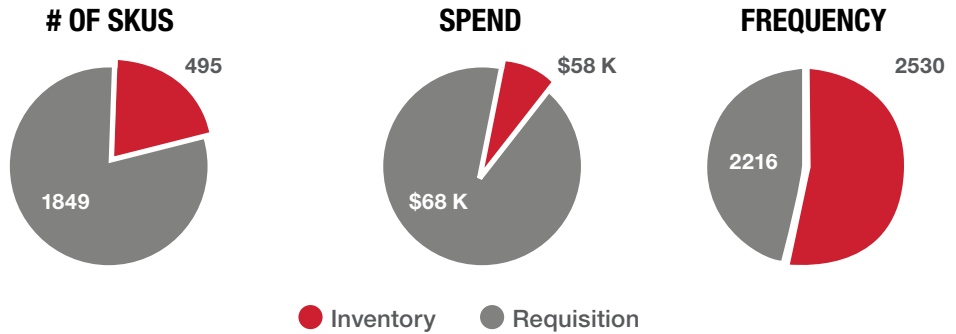
- **Impact:** This inventory solution was nicknamed "Grab and Go" capturing the change from laborious requisition which was replaced by free issuing low-dollar parts.
- **Impact:** The University estimates it saves \$355,000 annually in labor costs—time which was wasted was now reallocated to revenue producing activities. This time savings for technicians was equivalent to hiring three new people.
- **Impact:** The same day fixes for work orders has improved by 20%, which reduces the time to fix and increases customer satisfaction.



This solution did not change the amount of money that the University spent on parts and supplies year over year. It simply put the parts closer to the assets and the people. By using Grainger's KeepStock Onsite offering, the customer is also relieved of any replenishment activities and yet they retain complete oversight through Grainger's electronic approval process and detailed reporting.

Diagram 2

8% of the spend is creating over 50% of the transactions



Grainger KeepStock Onsite solution is subject to customer eligibility established by an onsite assessment conducted by Grainger's Consulting Services group, mutual agreement on frequency of use of Grainger personnel resources and other agreements.

Results may not be typical for all customers.



Let's Get Connected

We recognize the importance of meeting supplier diversity goals and have simple solutions to help you get started.



SAVE TIME AND MONEY

Our program provides quality products in categories from cleaning and maintenance supplies to tools and fasteners, that help meet your diversity requirements and satisfy Grainger quality standards.

HELP MEET PURCHASING REQUIREMENTS

Customers win because we keep track of their Direct Tier 2 diversity purchases from Grainger and we can report results quarterly.

A DIVERSITY SOURCE YOU CAN TRUST

Each supplier must be certified by and satisfy the ownership requirements for one of the following organizations:

- National Gay & Lesbian Chamber of Commerce
- Women's Business Enterprise National Council
- National Minority Supplier Development Council
- Small Business Administration

For current Grainger diversity supplier product listings, go to the [Grainger.com](https://www.grainger.com)® homepage and enter Supplier Diversity in the search bar.



If you're a supplier and want to participate in the Grainger Supplier Diversity Program, register at <https://app.suppliergateway.com/grainger>

2016 Suppliers

Class	Supplier	Brand(s)	Category
WBE	Absorbant Specialties	unbranded	Specialty Brands
WBE	Action Chemical	Action Chemical	Disposable Gloves & Masks
WBE	Addendia	Hi & Dri Storage	Pallets
WBE	Advance Components	No Brand	Fasteners
VBE	Aero Tech Light Bulb	Aero Tech	Lighting
VBE	Allegro Industries	Allegro	Confined Space
WBE	Aluf Plastics	Tough Guy	Can Liners
WBE	American Moving Supplies	Pro Series, AMS	Packaging
WBE	Americover	Americover	Doors & Curtain Walls
WBE	Apex Beverage	ICE-O-MATIC	Refrigeration, Ice Machines
MBE	Armor Concepts	Door Jamb	Security
MBE	Artu USA	Artu	Multi Material Bits
VBE	AST Industries inc. dba Anti-Seize	Anti-Sieze	Pipe Sealant Tape
MBE	Atlantic Blower	Atlantic Diffusers	Pumps
VBE	AVS Industries	AVS Industries	Cloth and Duct Tapes
WBE	B&L Distributors	Tough Guy	Cleaning
WBE	B&P Manufacturing	B&P Manufacturing	Material Handling
VBE	Benchpro	BenchPro	Workbenches
WBE	Berner	Berner	Ventilation/Air Curtains
WBE	Bishop Wisecarver	Bishop Wisecarver	Linear Motion
MBE	Buhin	Buhin	Confined Space Ventilation
MBE	Building Health Check	No Brand	Specialty Brands
MBE	Byo Globe	Vital Oxide, K-Gold, RTC, Odorklenz	Disinfectants and Sanitizers
MBE	C & A Scientific	BIO LION	Laboratory Centrifuges
WBE	C.P. Lab Safety	CP Lab Safety	Lab Supplies
WBE	Casco Mfg.	C-Matt	Institutional Mattresses
WBE	Caster Connection	Apex	Casters
MBE	CEC Industries	Luma Pro	Miniature Bulbs
WBE	Cellucap Manufacturing Co.	Cellucap	Safety
WBE	Chemglass	Corning/Chemglass	Lab Supplies
MBE	Choctaw-Kaul	No Brand	Hand Protection
WBE	Clearsounds	CLEARSOUNDS	Clocks, Phones, Phone Accessories, TV Accessories, Strobe and Flashing Lights
WBE	Coilhose Pneumatics	Coilhose Pneumatics	Specialty Brands
WBE	Columbia Sanitary Products, Inc.	SaniLav	Plumbing
WBE	Cooper-Atkins	Cooper-Atkins	Test Instruments
WBE	CP Industries	Premiere	Cleaning
WBE	Crown Products	Poopy Pouch	Cleaning
WBE	Dicke Tool	Dicke	Traffic Control Products
MBE	E James & Company	Unbranded	Raw Materials - Rubber
WBE	Eco Trend Cases	Eco Style	Office Products
MBE	Eco-Absorbent Technologies	Eco Absorb	Safety
WBE	Electric Motors & Specialties	EM&S	Motors
WBE	Equipment Supply Co - ESCO	Unbranded	Brake and Wheel Tools
WBE	ERB Industries	ERB	PPE
WBE	Everlights	Everlights Recycling	Recycling Kits (3119)
WBE	Ex-cell Kaiser	Smoker's Oasis	Cleaning
VBE	Fraser Optics	Fraser Optics	Binoculars
VBE	GI Packaging	No Brand	Shipping Cartons
MBE	Grape Solar	Grape Solar	Solar Panels and Accessories
VBE	Guardian Electric Mfg.	Guardian Electric	Controls
WBE	HD Sales	Swift, Novus Products	Hand Tools
WBE	High Purity Standards	High Purity	Chemicals
MBE	Hilton Trading dba Accubanker	Accubanker	Office Products
WBE	Holdrite	Holdrite	Water Heater Accessories
MBE	IBS Solutions	Tough Guy	Can Liners
MBE	Ideal Shield	Ideal Shield	Guardrails
WBE	Impact Absorbant	X-SORB, Rock Solid	Specialty Brands
WBE	Imperial	Imperial	Tools
WBE	Incentive Gallery	unbranded	Incentives
VBE	Insinger	Insinger, Commander	Hospitality
MBE	International Chemical Products	PickleX	Specialty Paints, Coatings and Additives
WBE	Jelmar	CLR, Tarn-X	Cleaning
MBE	JS Products	Steelman, Bend-a-Light	Tools, FVM
MBE	KellyRest	Kelly Rest	Office Products
WBE	KGP Logistics	Premier	Test Equipment
WBE	Lavelle Industries	Korky	Toilet Parts
MBE	Liberty Glove	No Brand	Hand Protection

2016 Suppliers

Class	Supplier	Brand(s)	Category
WBE	Lightsmith	Hole Pro	Hand Tools
MBE	Loyal International "NuSet"	Nu-Set	Keyed Products
WBE	Master Manufacturing Co.	Master Caster	Material Handling
WBE	Maxit Designs	Maxit	Safety
MBE	Mesa Safe	Mesa Safe	Fire and Wall Safes
WBE	Midwest Acorn Nut	Midwest Acorn Nut	Fasteners
WBE	Moxie Trades	Moxie Trades	Footwear
WBE	Mr. Chain	Mr. Chain	Crowd Control
VBE	NCP	BARK MARK	Striping and Marking Paint & Chalk
MBE	Newborn Brothers & Co.	Newborn	Metalworking
MBE	Newtex Industries	Zetex, Zetex Plus	Specialty Brands
WBE	Oasis International	Oasis	Plumbing
MBE	Officemate International Corporation	Officemate	Office Products
MBE	Onyxx	Everest	Engine & Motor Oils, Transmission Fluid
MBE	Paradigm International, Inc.	Stardust & Starpower	Safety and Cleaning
VBE	Petoskey Plastics	GreenCore Products	Compostable Can Liner
WBE	Petrochem	Petrochem	Lubricants
WBE	Pliszka's Adventures	Headline It!	Safety
MBE	Portagas	Portagreen	Gas Detection
WBE	Posi Lock Puller	Posi Lock	Hand Tools
MBE	Power Drive	Power Drive	Power Transmission
VBE	Powerhouse Two	Power XP	Batteries
MBE	Qspac Industries	Non-branded	Packaging Supplies
WBE	R. Ross Shafer	Coolshirt	Cooling Vests
MBE	R&R Textiles (TA)	R&R, Spa Comfort, Comforel, Micro-Denier, Microvent, Hotel Basics, Gold Choice	Hospitality - Sheets, Towels, Pillows
WBE	RAE Products	RAE	Pavement Paints
VBE	Reading Consumer Products	Motorscrubber	Cleaning Equipment
WBE	Retrac dba Think Safe	First Voice, Heart Sine	Safety
MBE	Revco Industries	Black Stallion	Welding Clothing
MBE	Rohtek	Rohtek	Programmable Controller and Display Accessories
MBE	Scitec, Inc.	Scitec	Communications
VBE	Se-Kure Domes & Mirrors	GGs private label	Convex & Dome Mirrors
WBE	Selecto, Inc.	Selecto	Plumbing
WBE	Seymour of Sycamore, Inc.	Seymour	Cleaning
WBE	SGM	Rangerlock	Security
MBE	Simpson Electric	Simpson Electric	Test Equipment
MBE	SKM Industries, Inc.	Super Met-Al Marker	Metalworking
LGBT	Skolnik Industries	Skolnik	Transport, Salvage and Overpack Drums
MBE	Solartech Power	Solartech Power	Solar Panels and Accessories
WBE	Standard Portable	Standard Portable	Lighting
MBE	Steren	Steren	Plug-In Power Supplies
WBE	Stexley Brake	Tape Wrangler	Packaging Sealing Dispensers
WBE	Stock Electronics	Teletron	Material Handling
VBE	Superior Glove	Superior	Hand Protection
WBE	Sutong Tire	Hi-Run	Tires and Wheels
VBE	Synco Chemical	Super Lube	Penetrants & Lubricants
MBE	Tectus (formerly) G2 Fuel	G2	Lubricants
MBE	Tempco	Tempco	Electrical
WBE	The M.K. Morse Co.	Morse	Tools
VBE	The Tapmatic Corporation	Tapmatic	Machining
WBE	Thogus Products Company	Thogus	Plumbing
WBE	Tile Sizer	Tilesizer	Tiling Miscellaneous Tools
MBE	Tradex International	Ambitex	Disposable Gloves
WBE	Triton	Triton	Pegboards & Slat Wall Accessories
MBE	Truseals International, LLC	Truseals	Rotary Shaft Seals
MBE	UltraViolet Devices	UVDI	Lighting, Ultraviolet
VBE	Uniweld Products	Uniweld	Abrasives and Welding
MBE	V O Baker Company	Hardman	Epoxy, Adhesive and Gasket Removers
VBE	Warrensville Knife	Warrensville	Hand Tools
WBE	Westcott Distrib. dba GoatThroat Pumps	GoatThroat Pumps	Drum and Barrel Pumps
WBE	Wexco	Wexco, Dyna	Fleet
WBE	Whitney Tool	Whitney Tool	Special Taps
MBE	Wooster Products, Inc.	Wooster Products	Safety

To apply as a prospective Grainger diverse supplier, go to <https://app.suppliergateway.com/granger>

GRAINGER
FOR THE ONES WHO GET IT DONE



GRAINGER[®]
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2018
**Corporate
Social
Responsibility
Report**

www.graingercsr.com

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Key Performance Data¹

	2015	2016	2017
GRAINGER AT A GLANCE			
Net Sales, \$ billion	10	10.1	10.4¹
Suppliers	4,800	5,100	5,200
Products Stocked, million	1.4	1.6	1.7
Active Customers, million	3	3.2	3.5
ETHICS AND GOVERNANCE			
Business Ethics			
Percent of team members trained on Business Conduct Guidelines	100	100	100
Board Diversity			
Female Directors, percent	11	11	18
Racial and Ethnically Diverse Directors, percent	22	22	27
SOLUTIONS AND STEWARDSHIP			
North American facility energy consumption, million kilowatt hours	430	401	371
North American CO ₂ e emissions, million metric tons ²	0.14	0.13	0.11
GHG Intensity (MTCO ₂ eGHG/Revenue)	15.1	14.7	12.5
North American water use, million cubic meters	0.64	0.51	0.47
Renewable Energy Produced, million kilowatt hours	5.77	5.47	5.87
U.S. Distribution Center Network Recycling Rate	84.1	84.7	84.8
LEED-certified space, million square feet	3.6	4.2	5.5
Carton to Order Ratio	1.54	1.55	1.57
Environmentally Preferable Products, percent revenue	6.8	5.4	5.1
PEOPLE AND PURPOSE			
Safety			
Lost Time Incident Rate ³	0.3	0.3	0.4
Total Recordable Incident Rate	1.1	1.3	1.4
Workforce Demographic			
U.S. Workforce (total), percent women	— ⁴	—	37.4
U.S. Workforce (leaders), percent women	—	—	29.6
U.S. Workforce (total), percent racial and ethnically diverse	—	—	31.8
U.S. Workforce (leaders), percent racial and ethnically diverse	—	—	23.3
Community Engagement			
Matching gifts contributions, \$ million	2.7	2.2	2.2
Volunteer Corps, volunteer hours	—	—	9,000

¹ For further information on data boundaries and assurance, please see [About This Report](#). ² CO₂e emissions from operations that were under direct operation control as of 2014.

³ Per 100 employees; cases with one or more days away from work per 200,000 hours. ⁴ Did not track in a comprehensive manner until 2017.





A Letter From Our Chairman and CEO

I am proud to share with you Grainger's sixth annual Corporate Social Responsibility (CSR) report, which details the progress on our key citizenship initiatives. This year, you will find new elements in our report that provide greater insights around our volunteer programs, workforce demographics, and materiality at Grainger.

This report looks back at 2017, which was a remarkable year for Grainger. It marked our 90th year of helping our customers keep their operations running and their people safe while creating a company where dedicated, talented people can thrive. We celebrated Grainger's anniversary by embracing our long-standing culture of service and giving. Team members contributed about 9,000 volunteer hours through activities focused on the company's core philanthropic pillars of disaster preparedness and response, education and workforce development.

Our service culture extends beyond the communities in which we live and work—it encompasses our customers too. This makes us unique and is one of the things I am most proud of as Grainger's Chairman and CEO. Every day, our team members build relationships with customers and expand our reputation as a trusted partner. We understand what our customers do and deliver real solutions to their business problems with the highest level of ethics and integrity. That approach and commitment to serving customers in the most efficient way possible also has positive implications on the environment.

For example, when we ship orders in one box, as opposed to many, it significantly reduces the amount of boxes we need overall. As a result, Grainger is able to maintain a lower usage of corrugate and produces lower emissions through our transportation partners. We had a successful year providing value to customers, which we highlight in more detail on [page 6](#).

Also in celebration of our 90th anniversary, we underscored our commitment to advancing inclusion and diversity when I joined other CEOs by taking the CEO Action for Diversity & Inclusion Pledge. At Grainger, we welcome all people and have no tolerance for any type of inappropriate workplace behavior, including harassment, intimidation or abuse. We are committed to continue to have a respectful and inclusive culture where we can be our best, bring our brightest ideas forward and learn from each other. All team members participate in training to support this culture. We also all underscore our commitment each year by signing our business conduct guidelines, which codify the values upon which the company was built.

Finally, I'm honored by the recognition we received in 2017, including:

- Our first inclusion on the Dow Jones Sustainability Index
- A first-place category rank in *Fortune's* "World's Most Admired Companies" for the fifth consecutive year
- Recognition by the U.S. Environmental Protection Agency (USEPA) as a SmartWay® partner
- A perfect score on the 2018 Corporate Equality Index for the fourth consecutive year
- Designation of a Best Place to Work for LGBTQ Equality by the Human Rights Campaign Foundation
- High marks on the 2017 Disability Equality Index (DEI), and
- Designation as a "Best Place to Work for Disability Inclusion" by the American Association of People with Disabilities and the U.S. Business Leadership Network.

These achievements speak to the true character of Grainger team members and our shared commitment to create a culture that delivers real value to all of our stakeholders.

Thank you for your interest in Grainger. We are proud of our progress in 2017 and of our pledge to advance our CSR initiatives in 2018 and beyond.

DG Macpherson
Chairman and Chief Executive Officer





A Letter From Our Executive Sponsor

This letter marks my second year as executive sponsor of Grainger's CSR working group.

We made great strides in 2017, including:

- Tracking on target to reduce emissions intensity 33% by 2020
- Celebrating Grainger's 90th anniversary with 2,000 of our team members serving their communities nationwide
- Continuing to outpace the industry average by 60 percent in team member safety in our operations
- Achieving 21 basis points reduction in simple returns in our private label products – signaling an increase in product quality and successful initiatives from our two global testing and engineering facilities.
- Being recognized as a 2017 Best Places to Work for Disability Inclusion on the Disability Equality Index (DEI), which measures how effective companies are with respect to disability inclusion

Our primary objective for 2017 was to examine how CSR delivers value to our stakeholders. With that in mind, perhaps the most important part of our journey in 2017 was engaging in a materiality assessment to define the economic, social and environmental topics that matter most to Grainger and its stakeholders. Through this assessment, we conducted desktop research, competitive intelligence, surveys, focus groups and one-on-one conversations with our customers, suppliers, team members and investors.

We also examined the link between sustainability and the challenges our customers face in keeping their operations running and their people safe. This link isn't always apparent because of differences in customer size and complexity, industry type and our primary customer contact. For example, sustainability leaders discuss efficiency, procurement officers may look for cost reduction, engineers may ask about product quality and plant managers may target productivity. Regardless of the focus of a given customer, Grainger can provide the best solutions to the distinct challenges each customer faces, while educating them about how that solution can also improve their organization's sustainability.

While this materiality assessment was a significant step forward, it is just one part of our 2017 effort. This year's report also includes new metrics designed to provide more meaningful program measurement for Grainger's stakeholders. Most notably, we are now including a breakdown of gender and ethnic diversity of our United States (U.S.) workforce both overall and by leadership; providing a view of our revenue (by percent) derived from environmentally preferable products; and further details around our packaging efficiency. I hope you agree that these points demonstrate a meaningful connection between our CSR efforts and the operations of our business.

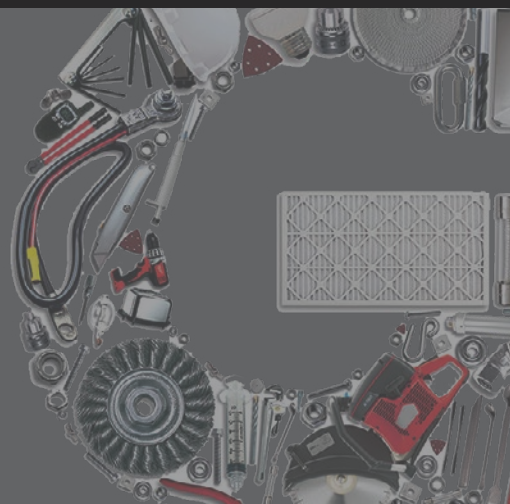
To assist us in meeting the needs of our stakeholders, deepening the meaningful measurement of our program and ensuring the correct strategic direction of Grainger's CSR initiatives, we created a CSR Advisory Council. The Council is a group of senior-level team members who frequently interact with our stakeholders. They provide strategic awareness to the program and encourage developments in transparency throughout the organization. The Council, along with myself and the CSR working group, will leverage the findings of our materiality assessment to set new targets and enhance our strategy in the coming months.

I hope you enjoy reading about our progress this year.

Matt Fortin
Vice President, President Merchandising
& Supplier Management

G Grainger At A Glance

Grainger works to create value for customers, regardless of size, and ensure an effortless experience along the way. The result: customers get what they need when they need it, which means less time spent looking for and ordering products, and more time spent on the task at hand. After 90 years of serving customers, Grainger has seen its fair share of challenges right along with them, and the company has the experience and knowhow of a superior team to serve them best. When a customer comes to Grainger, they know we have them covered, regardless of the challenge.



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MATERIALITY AT GRAINGER

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ABOUT GRAINGER

Our Business

More than 3.5 million customers rely on Grainger for products in categories such as safety, material handling and metalworking, along with services like inventory management and technical support. Grainger offers nearly 1.7 million quality in-stock products, a consultative sales approach, technical and product expertise, a premium digital experience and the ability to get complete orders to customers quickly to help keep their operations running and their people safe.

Our Reach

Our reach is focused on North America, Europe and Asia.

Our Brands



Grainger takes great pride in bringing our customers top quality products. Items that are designated with a Grainger Choice Badge (such as Dayton, Westward and Condor) are part of a broad selection of our private brand products that deliver high quality at a competitive price through Grainger Global Sourcing (GGS), our multi-national sourcing business.



1.7 million
Products Stocked



Approximately
5,200
Key Product Suppliers

Approximately
25k
Team Members



3.5M+
Active Customers



\$10.4 billion
2017 Revenue



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Our Strategy

In the large and fragmented Maintenance, Repair and Operations (MRO) industry, Grainger holds an advantaged position with its supply chain infrastructure, broad in-stock product offering and deep customer relationships. The global MRO market is approximately \$570 billion. The most attractive geographies for Grainger are those with high GDP per capita and a developed infrastructure. Consequently, Grainger’s strategy is concentrated on growth in North America, Europe and Asia. Each of these core markets has strong growth characteristics: the market is large and the competition is highly fragmented.

Over the past few years, Grainger has seen a shift in market dynamics across the MRO landscape. As digital solutions are becoming omnipresent, value-added relationships and services drive customer loyalty and analytics are required to prove value. There are a number of ways to go to market in this environment. Grainger competes with two models, the high-touch multichannel model and the endless assortment, or single channel, model (see graphic). Competing with these two models allows Grainger to leverage its scale and advantaged supply chain to meet the changing needs of its customers. For more detail on Grainger’s strategy visit our [FactBook](#).

About This Report (Scope)

While Grainger’s Corporate Social Responsibility (CSR) commitments apply throughout the world, this report is primarily focused on the company’s major operations in the U.S. and Canada. These operations currently represent more than 80 percent of Grainger’s business based on percentage of revenue, scope of operations and number of team members. Where applicable, the specific geography is noted in the relevant footnotes to that data. Since 2011, Grainger has sought third-party validation of its greenhouse gas emissions, energy consumption, waste generation and water consumption data from Bureau Veritas, an independent third party. In addition, Grainger’s Environmental Health and Safety team received validation since 2014 from Environ International Corporation for its safety reporting process. Finally, Grainger receives ongoing verification of its environmentally preferable SKU designation from UL, Inc. (formerly Underwriter’s Labs).

PORTFOLIO PERFORMANCE AND STRATEGIC IMPERATIVES (As of December 31, 2017)

Grainger’s high-touch, multichannel model includes its U.S., Canada and International businesses. The single channel online model includes Zoro in the United States and MonotaRO in Japan. Each business has a specific set of strategic imperatives focused on creating unique value for customers.

PORTFOLIO PERFORMANCE

STRATEGIC IMPERATIVES

			Revenue	Create Unique Value		
High-Touch Multichannel	U.S.	Large	\$6.2B	<ul style="list-style-type: none"> Execute high-value sales and service solutions Build advantaged digital capabilities Complete the pricing actions, grow midsize business Execute complete business model reset Drive profitable growth 	Deliver an effortless end-to-end customer experience	Improve the cost structure
		Medium	\$0.9B			
	Canada		\$0.8B			
	International ²		\$0.9B			
Single Channel Online			\$1.3B	<ul style="list-style-type: none"> Drive growth through product assortment expansion and customer acquisition 		
Total Company¹			\$10.4B			

¹ Total company also includes Specialty Brands, eliminations and unallocated expenses.
² International includes Cromwell, Fabory, Mexico, China and Latin America.



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MATERIALITY AT GRAINGER

Our Approach

Our 2018 CSR report details our progress across each of the four pillars of our program: Operating Responsibly, Valuing Our People, Sustaining Our Environment and Serving Our Communities. We have completed a materiality assessment with critical stakeholders to identify which areas of our CSR program provide value to our customers, team members, investors, suppliers and community partners. Through research, competitive intelligence, surveys, focus groups and one-on-one conversations with these stakeholders, we confirmed many of our current areas of focus and gained insight into new ones. We are excited to share our findings below, and are already hard at work integrating these insights into our operations.

The Global Reporting Initiative's (GRI) GRI Standards are the foundation for our annual reporting approach and our materiality assessment. The GRI is an independent international organization that has pioneered sustainability reporting since 1997. They help businesses and governments worldwide understand and communicate their effect on critical sustainability issues such as

climate change, human rights, governance and social well-being. Through this framework, we are able to describe the effect of our operations along the GRI Standard's Core elements of economic, environmental, social and governance.

MATERIALITY ASSESSMENT PROCESS

Identification of Issues The first step in preparing a report with the GRI Standards in mind is identifying material topics. Material topics are those issues reflecting an organization's significant economic, environmental and social challenges or issues that have some substantive influence on the assessments and decisions of stakeholders.

We compiled a list of nearly 100 issues specific to industrial distribution from a number of external resources. We categorized environmental, social and governance issues into four themes: Governance and Ethics, Solutions and Stewardship, Supply Chain and People and Purpose. These themes define the scope of our assessment and will guide future conversations with stakeholders.

STAKEHOLDER ENGAGEMENT

STAKEHOLDER	EXPECTATIONS	OUR RESPONSIBILITY	MEANS OF DIALOGUE
Customers	Help keep our customers' operations running and their people safe	Provide value by Helping to reduce and control MRO costs and increase safety and productivity • Offering great service and support • Delivering the right product when and where it is needed	<ul style="list-style-type: none"> Sales and Service teams Customer satisfaction surveys Focus groups Online reviews One-on-one discussions and best-practice sharing
Team Members	Create a company where dedicated and talented people can thrive	Creating a great team member experience and an inclusive workplace • Selecting and developing people who anticipate and create a great customer experience • Equipping and energizing team members to excel amid change • Rewarding and recognizing performance and results	<ul style="list-style-type: none"> Intranet, web-based internal newsletter Team member engagement survey Internal reporting desk (helpline desk) Education and training Digital signage Volunteering opportunities Townhalls
Suppliers	Offer opportunities for suppliers to grow their businesses	Deepening the collaborative relationship with suppliers • Providing training and guidance to ensure alignment with Grainger social and environmental commitments	<ul style="list-style-type: none"> Supplier outreach CDP Supply Chain Questionnaire Partners in Performance Supplier Code of Ethics
Investors	Maintain a strong corporate reputation, board governance structure and reporting cadence to increase shareholder value	Operating a strong enterprise that is designed to generate strong earnings and provide a continuous return on investment • Timely and appropriate disclosure of corporate information	<ul style="list-style-type: none"> Annual shareholder meeting Quarterly earnings call Proxy statement and annual report Investor conferences Analyst day CSR Report One-on-one discussions Governance roadshow with lead outside director
Community Partners	Conduct initiatives aimed at resolving social issues while providing valuable resources to our communities	Problem-solving engagement • Offering team member engagement with skills-based best practices • Reporting transparently	<ul style="list-style-type: none"> Volunteer activities Educational support for the next generation of supply chain leaders Supply chain resilience activities Strategic partnerships



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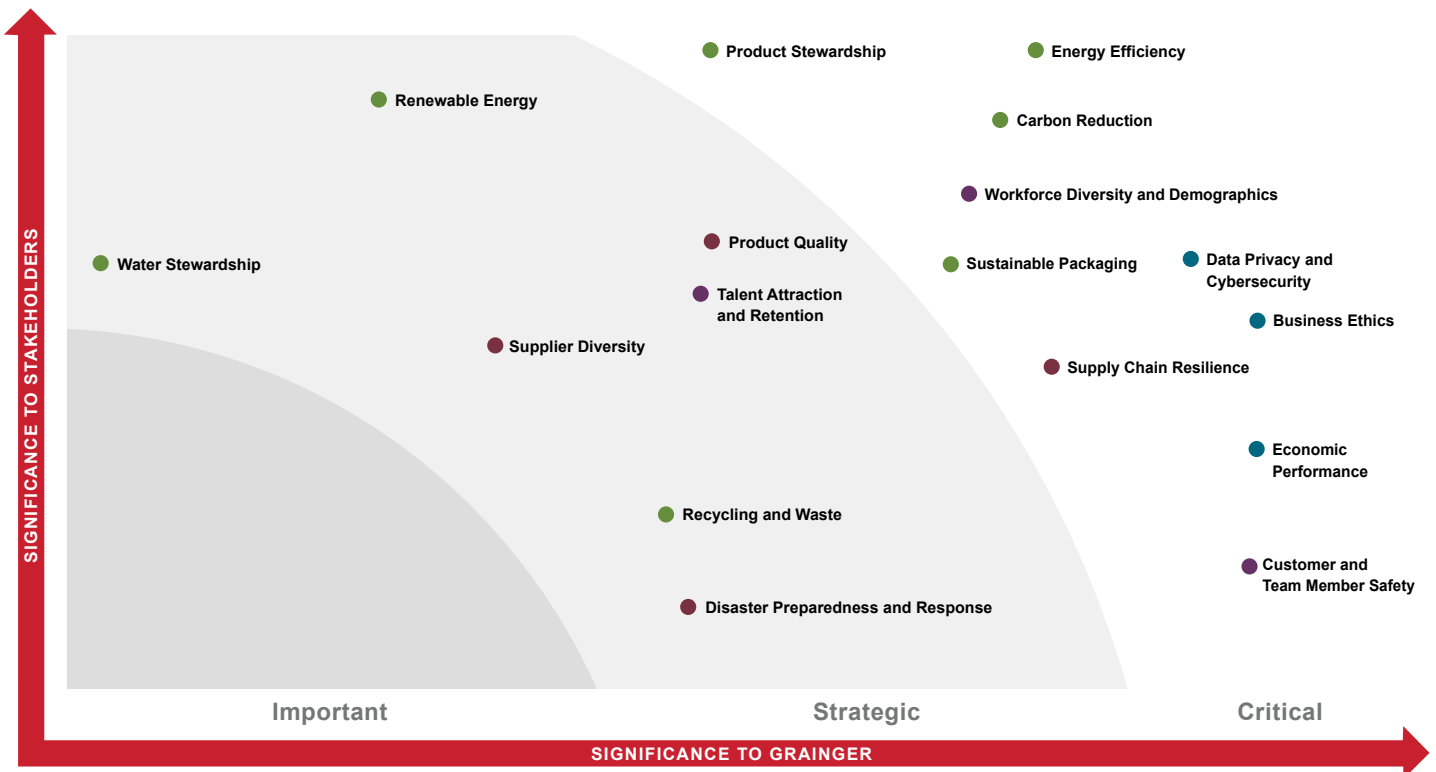
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MATERIALITY MATRIX



GRAINGER CSR PILLARS: ● Governance and Ethics ● Solutions and Stewardship ● Supply Chain ● People and Purpose

This represents a combination of both internal and external perspectives, and takes into consideration factors such as program maturity and the growing requirements of stakeholders in a rapidly evolving environment. All programs are important, though some more mature than others, which influence the results shown here.

Internal Assessment of Business Importance

Once we identified the themes relevant to Grainger, we considered our customers' needs, the scope and breadth of an issue, probability of risk and magnitude of effect, brand reputation, regulatory concerns, and affect to the communities where we live and work.

Stakeholder Engagement After identifying the topics we considered most material to Grainger, we engaged with internal and external stakeholders including team members, customers and suppliers to confirm the subset of material topics and to determine the relative significance of each topic within the subset. Our objectives were to ensure representation from every part of our value chain, to accurately reflect stakeholder interests and priorities and to prioritize issues important to

stakeholders. In addition, we had one-on-one discussions with analysts and investors and distributed surveys among stakeholder groups we couldn't reach individually. We have already incorporated the feedback into our operations.

Materiality Matrix and Value Chain Map We used the findings of our materiality assessment to map the prioritized topics in a matrix. Understanding the impact of our business throughout the life cycle of the solutions we offer is critical to developing a comprehensive approach to CSR. This view offers insight into where issues matter most, while also helping to prioritize where we need to influence performance. This view creates a shared understanding of how we are improving supply chain efficiency, while providing greater value to our customers.



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A LOOK ACROSS OUR VALUE CHAIN



		SOURCING			SALES & SERVICE		DISTRIBUTION		CONSUMPTION
		Point of origin for our packaging, supplier data, private label or nationally branded products			Creating unique value and ensuring an effortless customer experience		Storing and moving our products to customers		Customers keeping their operations running and their people safe
		Raw Materials	Grainger Choice Suppliers	National Brand Suppliers	High Touch	Single Channel	Operations	Transportation	Customer
GOVERNANCE & ETHICS	Business Ethics	●	●	●	●	●	●	●	●
	<ul style="list-style-type: none"> Anti-corruption Fair dealing Harassment-free workplace Conflicts of interest Government contracting Public policy 								
	Cybersecurity		●	●	●	●	●	●	●
	Digital Security		●	●	●	●	●	●	●
SOLUTIONS & STEWARDSHIP	Economic Performance		●	●	●	●	●	●	●
	Carbon Reduction	●	●	●	●		●	●	●
	Energy Efficiency		●	●	●	●	●	●	●
	Product Stewardship								
	<ul style="list-style-type: none"> Environmentally Preferable Product Product Lifecycle 	●	●	●	●	●			●
	Renewable Energy						●		
	Recycling and Waste	●	●	●	●		●	●	●
Sustainable Packaging	●	●		●	●	●	●	●	
Water Stewardship	●	●	●	●	●	●		●	
SUPPLY CHAIN	Supply Chain Resilience								
	<ul style="list-style-type: none"> Supplier code of ethics Supply chain continuity Supplier monitoring Supplier performance 	●	●	●	●	●	●	●	●
	Product Quality	●	●	●			●	●	●
	Disaster Preparedness & Response	●	●	●			●	●	●
Supplier Diversity	●	●	●					●	
PEOPLE & PURPOSE	Customer & Team Member Safety	●	●	●	●	●	●	●	●
	Workforce Diversity & Inclusion				●	●	●		
	<ul style="list-style-type: none"> Pay Equity Workforce demographics 				●	●	●		
	Talent Attraction and Retention				●	●	●		

Our materiality process identifies the sustainability topics most relevant to our company, from the view of our internal and external stakeholders. In accordance with GRI Standard 103 - Explanation of the material topic and its Boundary, we've highlighted our most material topics and indicated where and how they affect our value chain.

Value chain maps display the primary activities and stakeholders associated with sourcing, selling and consuming a company's services and products. This form of mapping allows us to see where our material topics affect our value chain. While many of these material topics are related to activities that occur within Grainger's direct operations, some have implications throughout our entire value chain. The graphic above shows the boundary of each of our material topics.



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KEY FINDINGS FROM OUR MATERIALITY ASSESSMENT PROCESS

Continuing Engagement The interest in Grainger's Environmental, Social and Governance (ESG) profile suggests a need for greater communications on sustainability objectives and deeper engagement with stakeholders to address sustainability challenges and opportunities.

Customer Data Privacy As technology evolves, the customer experience may be enhanced through the use of personal data. With that enhancement, new considerations arise for organizations like Grainger in processing that data and in operating in observance of applicable regulatory requirements and meeting customer expectations.

MRO Solutions Stewardship Differences in customer size and complexity, industry type and our primary customer contact can make the link between the evolution of sustainability and the challenges our customers face a moving target. Our customers believe we have an opportunity to strengthen that link and create a distinct positive global sustainability effect with our products and services.

Inclusive and Diverse Culture Our customers span the globe and represent every demographic group, and we best serve them when our workforce reflects their diversity. Diversity helps us better understand the different needs of our customers and deliver products and services that improve their daily lives. To give our stakeholders greater visibility to the diversity of our workforce, we learned there was value in releasing the demographic data for our workforce.

Thought Leadership As suppliers continue to innovate environmentally preferable product, Grainger is uniquely positioned to use its expertise and leadership to engage with suppliers to help identify and scale policies and solutions that help reduce greenhouse gas emissions and further the circular economy.

Forward

WHAT'S COMING IN OUR 2019 REPORT

As Grainger evolves, our CSR report should evolve, too. That's why we conducted a materiality assessment this year, and that's why our four pillars will change in our 2019 report.

Look for the Forward section at the end of each pillar for a sneak preview as to how the report will adjust in 2019.

Operating
Responsibly

Valuing Our People

Sustaining Our
Environment

Serving Our
Communities

Governance
and Ethics

Solutions and
Stewardship

Supply Chain

People and
Purpose





Operating Responsibly

Grainger is evolving with the marketplace, while continuing to value the same sound business practices that helped shape us 90 years ago. Ethics and integrity define our culture, and we embrace the interests of our stakeholders across the value chain through a detailed set of business policies and procedures.



IN THIS SECTION

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- Ethics Training
- Anti-Bribery and Corruption

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- Supplier Code of Ethics
- Supplier Diversity
- Supplier Scorecard
- Ethical Sourcing
- Maximizing Product Quality in our Private Label Brands

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OUR APPROACH

At Grainger, trust, ethics and integrity are at the core of everything we do. This shapes our customer interactions, the stewardship of our supply chain and the governance of our business.



100% Completed

100% of Grainger team members complete training for the Business Conduct Guidelines each year

Commitment to Ethics and Integrity

At Grainger, ethics and integrity guide how we work and serve our communities. The nature and scope of our operations require significant confidence in our team members, and they consistently display a commitment to exemplary conduct. The philosophies outlined in our Business Conduct Guidelines and Supplier Code of Ethics are brought to life in our collaborative and inclusive culture that fosters a positive and productive work environment.

>>Learn More About Grainger’s Commitment to Ethics

Stewardship in the Supply Chain

Distributors who deliver products worldwide face complex challenges. Products, materials and substances must be safe for team members, customers and the environment. Data and content on products help businesses stay compliant, and also provide valuable knowledge and insights to protect the environment, and the health and safety of workers and consumers.

>>Learn More About Grainger’s Commitment to Ethical Standards in its Supply Chain

Corporate Governance

Governance at Grainger is built around the long-term interests of our shareholders and is supported by the commitment of our Board of Directors to monitor and provide counsel to our leaders in their efforts to create shareholder value.

>>Learn More About Grainger’s Commitment to Proper Corporate Governance





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TRAINING & DEVELOPMENT ON GRAINGER GLOBAL POLICIES



Business Conduct Guidelines



Human Rights Principles



Gift Policy



Anti-Bribery & Anti-Corruption



Supplier Code of Ethics



Conflict Minerals Policy



Federal Compliance Training



Environmental Health & Safety Policy

COMMITMENT TO ETHICS AND INTEGRITY

Business Conduct Guidelines

Our Business Conduct Guidelines apply to all areas of Grainger's business, both domestic and international. These guidelines define a common understanding of ethical principles that guide the way Grainger works with customers, suppliers and colleagues. In addition, guidelines specific to customer segments (such as our healthcare and public sector segments) and geography may be required for operations.

Ethics Training

All Grainger team members are expected to demonstrate their personal commitment to the company's high operating standards by certifying to their compliance with the Business Conduct Guidelines annually. In addition, each new U.S. team member joining Grainger is required to complete training and certification within five days of hire. New international team members are required to complete training and certification within 35 days. Team members also complete training every three years to fully understand the expectation of legal and ethical behaviors defined by the Business Conduct Guidelines.

Anti-Bribery and Corruption

Grainger places the highest value on integrity in its business dealings and the ethical conduct of its directors, officers, team members, agents, shareholders, customers and suppliers. As set forth in our Business Conduct Guidelines, Grainger is committed to business practices that are consistent with the highest ethical and legal standards. Grainger expects the same ethical and legal commitment from all third parties (business partners, brokers, consultants and agents) acting on Grainger's behalf, and others with whom Grainger conducts business. Grainger team members in certain roles are required to complete biannual Anti-Corruption and Anti-Bribery training and certification to reinforce the requirements of this policy.

Encouraging Reporting Practices Grainger engages a third party to maintain a helpline for anyone (inside or outside the company) to report ethical concerns or complaints regarding company practices. Those within North America can call a secure, 24-hour hotline at 888-873-3731. A global website is also available at www.tnwgrc.com/grainger. The company takes all reports seriously and does not tolerate retaliation against team members or others for asking questions or voicing legal or ethical concerns in good faith.





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Supplier Code of Ethics

Grainger works with thousands of suppliers to offer more than 1.7 million products used by customers to maintain, repair and operate their facilities. To help ensure the products we distribute are manufactured and delivered with high ethical standards, our Supplier Code of Ethics focuses on four main areas of ethical sourcing: human rights, labor, environment and anti-corruption. All Grainger suppliers and their sub-suppliers with dealings in the U.S., Canada and Mexico are expected to comply with the Supplier Code of Ethics. These suppliers must acknowledge our Code of Ethics and agree to the expectations within as a condition of doing business with Grainger. Prior to onboarding, a new supplier must agree to abide by the Supplier Handbook, which includes applicable Grainger policies, transportation requirements and the Supplier Code of Ethics. All suppliers must agree to abide by these rules and confirm this by signing a Supplier Agreement Letter.

Supplier Diversity

Grainger has more than 20 years of successful experience offering small and diverse companies opportunities through two core programs.



Small and Diverse Suppliers Grainger started its Supplier Diversity Program in 1999 to assist in growing this sector of the economy while helping customers get their jobs done with quality products made by small, women, minority, disabled, veteran and LGBT-owned businesses. Grainger offers thousands of items from Certified Supplier Diversity businesses to more than a million of Grainger's U.S. customers through its catalog and distribution channels.

Improving Supplier Communications

In 2017, our supplier contracts team implemented a comprehensive indirect & direct source-to-pay solutions database, which will provide us enhanced technological and data capabilities for managing our supplier base.



This database is a win-win: it provides our team members powerful capabilities around our supplier reporting process providing the most updated information available and retrieving the supplier small and

diverse designation more easily. Also, it provides our small and diverse suppliers with compliance-based reminders, like when to update their small and diverse certifications.



Distributor Alliance Program Since 2006, the Distributor Alliance (DA) Program has helped customers support Diverse Business Enterprises while consolidating maintenance, repair and operating purchases. More than 50 DA members resell the full 1.7 million products offered by Grainger and provide services to customers with mandated procurement goals to support small businesses and provide employment opportunities to women, minority and veteran-owned businesses. The DA member is one of the many points of contact for the customer, including regional business managers who mentor the diverse DA members and act as a liaison between Grainger, the end customer and the DA.





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Supplier Scorecard

Supplier Performance Management plays an integral role in Grainger's strategic objectives by driving suppliers' operational performance to deliver flawless orders to our customers. Each day, the team works with our supplier base of approximately 5,200 suppliers to improve operational performance, educate on Grainger's shipping requirements, and drive compliance on replenishment purchase orders heading into our network and drop ship orders delivered directly to our customers.

We monitor each partner's performance with a monthly balanced scorecard and provide feedback and offer assistance in performance areas where improvement is needed. We seek to provide meaningful focus in pragmatic areas where efficiency can be gained and effectiveness can be improved.

Partners in Performance Partners In Performance is an annual Grainger event sponsored by our Vice President and President, Merchandising and Supplier Management, designed to recognize and celebrate top performing suppliers, as well as to educate and inform the supplier community about Grainger's key initiatives and strategy. The 2017 event was a great success and built upon the foundation of value suppliers provide to Grainger and our customers.



PHOTO: Members of the Merchandising and Supplier Management team visit a Chicago landmark in Millennium Park.

GRAINGER'S ETHICAL SOURCING PLATFORM



Human Rights



Labor



Environment



Anti-Corruption

Ethical Sourcing

Human Rights At Grainger, the way we conduct business is as important as the products and services we provide. Grainger's **Human Rights Principles** reflect our philosophy on how we will conduct business on a global basis, including the company's commitment to providing a safe and fair workplace that upholds and respects international human rights standards. These principles are applicable to all Grainger team members, and are approved and monitored regularly by Grainger's senior leadership.

Our Human Rights Principles create the foundation upon which we build a respectful, inclusive and ethically sound workplace. Harassment, exclusion, discrimination, child or forced labor, and violation of any applicable laws or regulations are explicitly prohibited and excluded from Grainger's workforce as part of these principles.

Conflict Minerals As a distributor of hundreds of thousands of branded and private label products manufactured by companies located around the world, we are invariably many levels removed from the beginning of our supply chain. Even so, Grainger is committed to acting in a socially and environmentally responsible manner and we take our responsibility within the supply chain seriously. Grainger supports the goal of the Dodd-Frank Act of preventing armed groups in the Democratic Republic of the Congo and adjoining countries from benefiting from the sourcing of certain minerals from that region.





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Maximizing Product Quality in our Private Label Brands

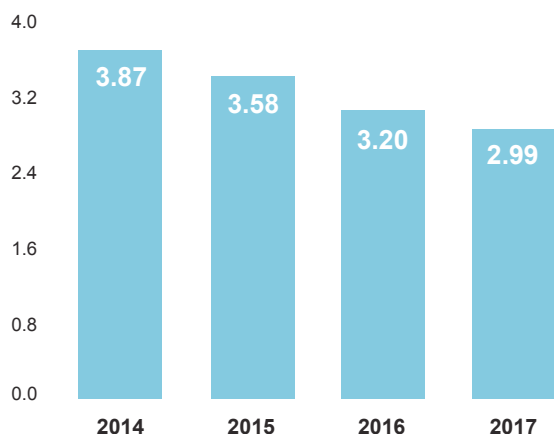
Our multinational sourcing business includes two global testing and engineering facilities. The teams in these facilities focus on maintaining the high quality of our private label brand products. Our Return Rate performance, over the past four years, reflects the effectiveness of the testing and engineering teams' focus on driving improvements in Total Returns of private label brand products.

Return Rate Performance We measure private label brand quality through the return rate of those products. Product return rate is calculated as a percent of total return dollars over cost of goods sold (COGS). In 2016, overall performance was 3.20 percent. Our 2017 performance, at 2.99 percent, was favorable by 21 basis points over 2016, with COGS remaining flat from 2016 to 2017.



Percentage reduction in total returns in GGS Products

TOTAL RETURNS AS A PERCENT OF PRIVATE LABEL COGS



Simple Return Improvements

INITIATIVE >> In August, we began communicating with a top five customer to better allocate and forecast orders as an effort to reduce their Traffic Safety Vest and I-Beam/Column Protector simple returns. At the time, 2017 YTD simple return dollars were up 80% compared to 2016.

EFFECT >> Since this communication, the sales team has worked with this customer to create a listing of building types and a recommended Bill of Materials forecast to create a consistent, standard ordering schedule. This leads to less excess material being ordered, hence less returns requested and processed.

QUALITY RETURNS AS A PERCENT OF PRIVATE LABEL COGS



INITIATIVE >> In the summer of 2017, our team identified an error in a customer's Electronic Data Interchange (EDI). A discrepancy in the pack quantity of knit gloves ordered resulted in over orders, a spike in return dollars and overall waste in their supply chain. By working directly with their purchasing team, we identified the discrepancy, corrected their ordering system, and mitigated the downstream impact.

EFFECT >> Since this correction, return dollars in this category are down 91%.





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CORPORATE GOVERNANCE

Governance at Grainger

Our commitment to Corporate Social Responsibility begins with our Board of Directors. Our board, guided by the [Operating Principles for the Board of Directors](#), is responsible for the overall stewardship, governance and performance of Grainger. The board oversees the company's business affairs and integrity, works with management to determine the company's mission and long-term strategy, establishes internal control over financial reporting and assesses company risks and strategies for risk mitigation.

In accordance with the Operating Principles for the Board of Directors, the board maintains three committees: [Audit Committee](#), [Compensation Committee](#) and [Board Affairs and Nominating Committee](#). The board has delegated authority to each committee through individual charters that establish the roles and responsibilities of the committees in accordance with the Operating Principles. Only independent directors serve on these committees.

Among the responsibilities of the [Board Affairs and Nominating Committee](#) is reviewing and providing guidance to management on our Corporate Social Responsibility policies and programs, including environmental sustainability and community engagement.

Board Qualifications, Attributes and Background

Grainger is committed to a diverse, experienced and vibrant Board. Our Board is currently comprised of 11 directors of varying experience and background, including two new directors appointed in 2017. As a result of the Board's ongoing refreshment efforts, we added directors with expertise in the technology and digital space, as well as in leading corporate social responsibility initiatives for a global business. Our two newest directors, Beatriz Perez and Lucas Watson, have enhanced the diversity of our Board in addition to bringing their valuable perspectives and experiences.

HIGHLIGHTS OF CORPORATE GOVERNANCE PRACTICES*

ANNUAL REVIEW OF INDEPENDENT BOARD	✓
INDEPENDENT LEAD DIRECTOR	✓
CHARTERS FOR BOARD COMMITTEES	✓
INDEPENDENT AUDIT, GOVERNANCE AND NOMINATING, AND COMPENSATION COMMITTEE	✓
ANNUAL BOARD ELECTIONS	✓
INDEPENDENT DIRECTORS HOLD MEETINGS WITHOUT MANAGEMENT PRESENT	✓
REGULAR BOARD AND COMMITTEE EVALUATIONS	✓
REGULAR DIRECTOR SELF-EVALUATIONS	✓
CORPORATE GOVERNANCE GUIDELINES APPROVED BY THE BOARD	✓
BOARD ORIENTATION AND EDUCATION PROGRAM	✓

*For more information, see [Grainger's Corporate Governance fact sheet](#)

“The Board of Directors oversees and supports Grainger’s commitment to being a good corporate citizen. Part of being a good corporate citizen is advancing shareholder interests through involvement with the communities the Company serves and promoting a sustainable environment.”

STU LEVENICK
LEAD DIRECTOR, GRAINGER





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Corporate Social Responsibility Governance

Grainger strives to serve others responsibly. To do so, we harness the power of our sound business principles, strong policies, sustainable facilities and engaged workforce to drive the investment and strategic alignment of our CSR program.

Structure and Strategy The CSR Working Group, established in 2014, is led by our Vice President, President Merchandising and Supplier Management and is composed of leaders and subject matter experts in targeted functional areas. These individuals lead programs that support initiatives within our four pillars (Operating Responsibly, Valuing our People, Sustaining our Environment and Serving our Communities) and are responsible for implementing programs to drive progress toward our CSR goals. In 2017, we added two new members to the working group bringing expertise in data privacy, disaster relief and response, and environmentally preferable product procurement.



The Charter for the Board Affairs and Nominating Committee of our Board of Directors includes the responsibility to review and provide guidance to management about our policies and programs that relate to our CSR program including environmental sustainability and community engagement. It conducts this review on an annual basis, with information provided by the CSR Working Group.

The executive sponsor of the CSR Working Group provides guidance on the implementation of our CSR initiatives and ensures that program development is designed with our business objectives in mind.

In 2017, we launched the CSR Advisory Council, a small group of senior-level team members who frequently interact with customers, investors, suppliers, or have direct line-of-sight to the revenue-generating parts of the business. The group's primary objectives are to provide strategic awareness to the program and to encourage developments in transparency throughout the organization. Adding team members in the areas of risk management, data privacy, corporate governance, and large contract sales and marketing strategy, the Council will work to enhance our unique value for customers, while supporting Grainger as responsible stewards of our business. The Advisory Council represents a meaningful step forward in our CSR and corporate citizenship efforts in a way that is authentic to our organization.

Forward

WHAT'S COMING IN OUR 2019 REPORT

- Operating Responsibly will become Governance and Ethics
- Subjects will include Business Conduct Guidelines, Team Member Compliance Training, Board Governance, Data Privacy and Cybersecurity, Grievance Reporting
- For Ethical Sourcing and Sustainable Packaging, see Solutions and Stewardship





Valuing Our People

Grainger’s purpose is to help professionals keep their operations running and their people safe while creating a company where dedicated, talented people can thrive. This commitment comes to life in a number of ways, including our commitment to Workplace Safety, and through our dedication to the people who make Grainger A Place to Thrive.



IN THIS SECTION

WORKPLACE SAFETY

- Safety Performance
- Safety Culture
- Systems and Partnerships

A PLACE TO THRIVE

- Team Member Experience
- Total Rewards
- An Inclusive and Diverse Culture

OUR APPROACH

At Grainger, we believe only the highest performing teams — teams that maximize the power of different opinions, perspectives and cultural insights — will succeed in providing stakeholder value in a rapidly changing market. Foundational to this is the safety, engagement, development, diversity and inclusiveness of our culture.

Workplace Safety

Grainger is committed to providing a safe work environment and ensuring team members are properly trained in all aspects of their work.

[>>Learn More About Workplace Safety](#)

Team Member Experience

A great customer experience starts with a great team member experience and those experiences are driven by engaged and effective leaders. We provide our team members with training and development designed to help them succeed and grow their careers. We focus our efforts in three areas: talent management, team member well-being and creating an inclusive and diverse workplace.

[>>Learn More About Our Team Member Experience](#)

Inclusion and Diversity

At Grainger, we value and respect the diversity of our individual differences. Our inclusiveness is about leveraging our differences to realize better business results. It is about creating an environment that reflects the value we place on the individual strengths team members bring to work each day.

[>>Learn More About Inclusion and Diversity at Grainger](#)



5,285

Operations team members completed safety training

“If we put safety first, we keep ourselves, our colleagues and our loved ones out of harm’s way. ¡Don’t wait until is too late! Make every day count for you and everyone around you - BE SAFE”



LUIS JAVIER GIL VILLARREAL
LÍDER ENVIRONMENTAL HEALTH AND SAFETY, GRAINGER MÉXICO





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WORKPLACE SAFETY

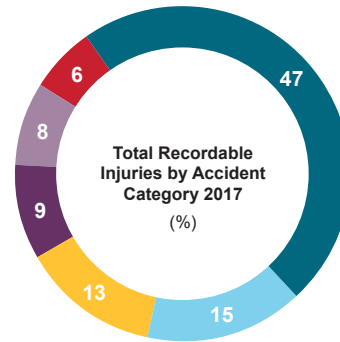
Grainger's Environmental, Health and Safety Program (EHS) is designed to integrate EHS initiatives into all aspects of business operations. The program encompasses five key components:

- Leadership provided through partnership with Operations and EHS Teams;
- Policy Guidelines outlining company and regulatory requirements;
- Education and Awareness which is disseminated throughout Grainger's Operations;
- Goals and Measurements defined as Key Performance Indicators; and
- Monitoring and Recognition to evaluate progress throughout the year and recognize achievements.



60%

better performance on LTIR than industry average



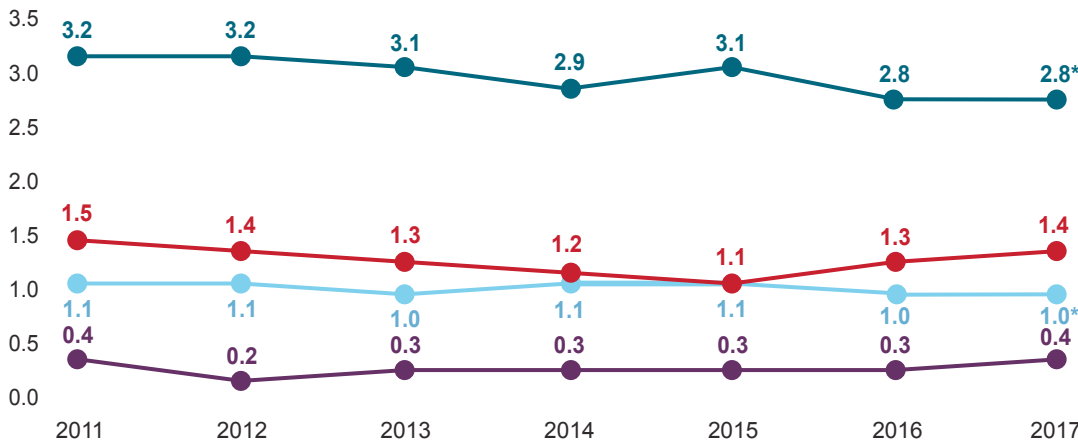
- Sprains / Strains
- Slips, Trips and Falls
- Struck by or Caught in Between Object
- Cuts / Lacerations
- Foreign Body / Allergic Reaction / Bruises
- Other

EHS is also responsible for interpreting and acting upon applicable federal, state and local regulations and/or proposed legislation relevant to the Occupational Health & Safety Administration (OSHA), Environmental Protection Agency (EPA), and the Department of Transportation (DOT). Our safety program infrastructure is designed to have tangible links from Grainger headquarters to field operations with local expertise and resources allocated to support implementation regionally.

Safety Performance

The safety of those in our facilities is a top priority. We continue to make strides in safety across our business, trending 60 percent above the Bureau of Labor and Statistics (BLS) U.S. Wholesale Industry Average for Lost Time Incident Rate (LTIR). Repetitive motion sprains and strains are the greatest source of injury in our facilities in the U.S.

U.S. TOTAL RECORDABLE CASE RATE



*Projected rate as BLS has not yet published official rates

HIGHLIGHT

In 2017, Jacksonville DC worked without a lost time accident (LTA) with more than 2,000,000 hours.

- U.S. Wholesale Industry Average TRIR
- Grainger Total Recordable Incident Rate (TRIR) Performance
- U.S. Wholesale Industry Average LTIR
- Grainger Lost Time Incident Rate (LTIR) Performance



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We continue to align and standardize safety programs across our operations through our web-based EHS Management System, which helps turn complex, global compliance requirements into multilingual, actionable processes, and identifies safety risks and trends across geographies. The Digitized Injury and Illness Reporting Module of the system is active in the company's U.S. operations and the company completed implementation in the UK in 2017.

Near Miss Events A Near Miss Event is an unplanned event that did not result in an injury but had the potential to do so. Collecting near-miss reports helps us create a culture that identifies and controls hazards, which will reduce risks and the potential for harm to Grainger team members before an injury occurs.



Grainger managers conducted **nearly 17k** behavior-based observations in 2017

Safety Training One of our top priorities is to ensure our team members get home safely at the end of each work day. That means our safety practices and principles must be fully embedded in our corporate culture. That is why we ask all team members involved in shipping our products to complete extensive training so they can confidently perform their duties. We provide very clear parameters to our safety leaders to ensure every team member has the knowledge they need. During 2017, our managers conducted nearly 17,000 behavior-based observations and our team members spent nearly 20,000 hours training on safety policies and procedures.



20k hours

Grainger team members spent nearly 20,000 hours training on safety policies and procedures

All operational team members continue to demonstrate their personal commitment to safety by completing the required certifications. In addition, team members re-certify at least every three years and, in some cases, annually. Team members also complete training to fully understand the expectation of behaviors defined by the Global Environmental Health and Safety Policy.



2.5

Average training hours per operations team member in 2017

Safety Assessments In 2017, to further differentiate Grainger as a leader for safety solutions, we completed comprehensive self-assessments in 36 branches. The assessments covered topics such as basic hazards, material handling, emergency preparedness, waste disposal, risk and risk management. Results of these assessments are communicated to branches leaders and Environmental Health and Safety executives, with follow-up, accountability and closure of actions are delineated in a corrective action plan for each branch.

Safety Culture

Our EHS program is driven by engaged team members who are committed to maintaining a strong culture of safety. Each Grainger U.S. distribution center has a dedicated Area EHS Manager who helps ensure operations are safe and effective. The company's Global EHS Policy requires team members to understand and comply with EHS regulations related to facility safety, personal protection and emergency response.

To support this culture, we have key initiatives that provide team members with opportunities to be active participants in safety processes. These include:

- Conducting safety audits and inspections and
- Leading safety training and safety reminder discussions during pre-shift huddle meetings.





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Safety Committees Our team members assist in safety stewardship and injury prevention through their leadership and participation in our safety committees. These committees were created to align safety-related solutions across DC operations. Safety committee meetings are held monthly, foster observational and data-driven decision-making, and ensure common resolution and consistent execution within our DC operations. Leadership of these committees rotates, providing development and recognition opportunities for improvement. "On-the-Floor" meetings enable team members to walk through a facility and identify opportunities to create a safer working environment. "Off-the-Floor" meetings encourage team members to share safety trends and the chance to review safety videos. These committees create greater engagement among our team members and foster a more team member-led safety culture.

In 2017, 178 team members participated in safety committees across 10 DCs and 3 master branches, representing approximately 5% of the operational team member population.

178

Team Members Who Participated in Safety Committees



Watch my Back, Please! Studies by the National Safety Council suggest that engaged business units have significantly fewer safety incidents than units with lower team member engagement. With this in mind, we rolled the campaign out in our U.S. DCs in Q1 2018. The program, designed to increase team member awareness and engagement around safety initiatives and ergonomic procedures, provides a fun and approachable framework for mutual accountability. Team leaders facilitate conversation in stand-up meetings with team member suggestions for watching each other's backs for safety throughout the workday.

Aligned with OSHA voluntary protection programs, which promote effective worksite safety and health through cooperative relationships, our campaign satisfies a critical part of any safety culture: encouraging team members to own their safety and the safety of their fellow team members.



+80%

onboarded into our contractor safety program

Contractor Safety Program From time to time, contractors enter our facilities to assist in the maintenance of our facilities or systems. Although these contractors are not Grainger team members, they are expected to work in the same safe manner. Contractors provide important services to the company but may be unfamiliar with their surroundings. Through this contractor safety program, which includes training and audits, we can create a safe environment for all individuals on-site. Since the implementation of this program, we have on-boarded 147 contractors onto our EHS Management System.

Systems and Partnerships



Partnerships Grainger remains as the National Founding Sponsor of the National Safety Council's Journey to Safety Excellence.® This initiative mainly targets small-and medium-sized organizations, offering measurement tools and easy-to-access resources to help keep team members safe and healthy.

Acklands-Grainger is the National Founding Sponsor of Canada's Safest Employers Award, a nationwide competition to raise awareness about the importance of safety in the workplace.





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We work hard to cultivate a great work environment for our team members because they are critical to the success of our business. We know that a great customer experience starts with a great team member experience and those experiences are driven by engaged and effective leaders. We provide our team members with training and development designed to help them succeed and grow their careers. We focus our efforts in three areas: talent management, team member well-being and creating an inclusive and diverse workplace.

Team Member Experience

Grainger is continuously improving our team member experience. We support each team member through talent management and team member learning programs, and we encourage career and leadership development at each stage of a team member's tenure.

Talent Management We offer a comprehensive talent program that begins at orientation and continues throughout a team member's career. This is aligned to our business strategy; our company succeeds when we equip and energize team members to excel. Our talent program is comprised of career management, team member learning, performance management, and leadership development offerings to help grow and mobilize our team members to grow and succeed.

Streamlining talent management activities within Grainger has been a focus since launching the Global Talent Excellence Suite (GTES) in 2013. Providing team members and leaders with one, easy-to-use tool for all talent related activities drives productivity and creates efficiencies across the business. In 2017, two additional modules were added to the GTES: annual compensation planning and learning management. Annual compensation planning is now managed through the tool, creating an enhanced pay-for-performance process and ensuring top talent is recognized and rewarded.

LATAM Leadership Recognition

Rudy Juarez has been honored as a 2017 Business Leader of Color by Chicago United, an organization that helps advance multiracial leadership in corporate governance, executive level management and business diversity in Chicago. Rudy, along with 49 other honorees, was recognized for the effect made at Grainger and the broader business community.

Rudy has been Vice President of Latin America & Export since October 2016 and is part of the Grainger International Leadership Team. He has helped prioritize profitable growth and high standards of ethics and integrity in key geographies and has direct responsibility for Mexico, Caribe and Export. Rudy's leadership has helped us increase the effectiveness of sales teams, focus on the right metrics and invest in what customers' value the most in these markets with high-growth potential.



RUDY JUAREZ
VICE PRESIDENT,
LATIN AMERICA & EXPORT

"It's an honor to receive this recognition and it's great that our company continues to be highly respected for having an inclusive culture where dedicated, talented people can thrive."

GRAINGER TEAM MEMBER EXPERIENCE





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279,520+

total number of non-operational training hours completed by team members in 2017

Team Member Learning Our team members continue to learn and develop as the needs of our business change. Whether a team member requires role-specific training, foundational skills training or leadership training, Grainger offers more than 1,300 courses through our Learning Management System and more than 800 courses through our mobile learning platform for sales, formal mentoring opportunities and on-the-job development. Through these resources, team members can grow in their current roles while developing skills for the future. In total, Grainger team members completed more than 279,520 non-operational training hours in 2017. The average number of training hours per team member was 11.3.

1,300+

classes offered through learning management system



800+

course offerings through sales mobile learning platform

In 2017, Grainger transitioned to a new Learning Management System (LMS) within GTES. This enhancement links learning to other talent excellence systems to drive an integrated and simplified team member experience. The LMS module was implemented in Canada in the first half of 2017, with the remainder of North American and parts of Asia to go live in early 2018.

TEAM MEMBER PARTICIPATION IN LEADERSHIP TRAINING PROGRAMS



This new LMS integration will provide our team members with an enhanced experience and capabilities, including a refreshed look and feel, convenient access through a cloud-based system and broader opportunities to grow and develop through just-in-time learning solutions. The new GTES module will increase collaborative learning across the business, expand the total learning repository and enable all countries to leverage and localize content.

Leadership Development We create a sustainable workforce through the development of strong leaders from all parts of the business. Our leadership development process succeeds by:

- Creating a strong bench of well-prepared leaders and
- Enhancing organizational effectiveness and team member engagement through strong leadership

Grainger's commitment to the growth of its team members is exhibited through its leadership development programs. These multi-week, cross-functional sessions are targeted toward key team members world-wide. Offerings include Grainger's Global Emerging Leader Program, First Time Manager Program and Global Experienced Manager, a program added in 2014 for frontline and mid-level managers. Each program is designed to provide guidance to leaders wherever they are on their leadership journey.

Grainger continues to be committed to leadership effectiveness as part of its people strategy. This includes our people leader effectiveness goal, the upward feedback survey and accelerating participation in leadership programs. Of the 2,276 leaders eligible to participate in 2017, 87 percent received a report, based on the requisite number of respondents to ensure confidentiality. Increasing the investment in leader effectiveness enables strong people leaders at every level of the company, which in turn has a significant effect on Team Member Experience and, ultimately, customer experience and business results.





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100%



of team members participate
in performance reviews

Performance Management Performance Management is a continuous process that helps team members focus on the right priorities. Team members receive regular feedback and coaching to improve their performance and are provided with opportunities to help them grow and develop. Each team member develops three to five clear, meaningful goals that are aligned to company strategy and receive biannual performance assessments based on progress against goals and demonstrated behaviors.

DEVELOPMENT PLANNING AND CAREER MANAGEMENT

Team members are encouraged to have a robust Individual Development Plan (IDP). An IDP is a documented plan shared between a team member and their leader that outlines a team member's plan to grow and develop in their current role and prepare for future roles at Grainger. Additionally, we offer career planning tools for team members to explore new roles in different parts of Grainger's business. A role library provides real life stories from team members who work in different functions, and self-assessments allow team members to discern opportunities that might be a strong fit.

Women in Leadership

Grainger recognizes the value of diverse talent and provides opportunities for individuals to attend external programs to continue their growth and development. High potential women had the opportunity to take part in a multi-dimensional Leading Women Executives Program, as well as a number of programs through the Executive Leadership Council.

Leading Women Executives is a leadership program for high-potential female professionals that focuses on three critical elements for success: organizational support, leadership skill building, and ongoing networking. This year, Grainger sent 3 team members to this program. Erin Ptacek, Director of Internal Communications, shared her experience.



ERIN PTACEK
DIRECTOR, INTERNAL
COMMUNICATIONS

“Participating in the Leading Women Executives program provided me a meaningful opportunity to advance and extend my leadership development both internally and externally. Having the ability to network with and learn from other women professionals while also gaining valuable insight from the program curriculum and speakers created a very enriching experience.”





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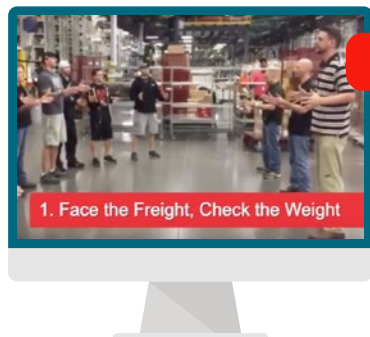
PHOTO: We encourage team members to bring their entire selves to work. In 2017, as part of our well-being initiatives, we expanded our workplace dress policy to include “dress for your day”, reflecting a more casual atmosphere.

Total Rewards

At Grainger, our long-term success is the direct result of team member collaboration and individual contribution. In return for everything our team members do, we deliver an above-market Total Rewards programs that offers flexibility and choice, and the opportunity for our team members to actively participate in the benefits that are most important to them and their families.



Our Total Rewards programs are designed to meet the diverse needs of our team members and support their health and well-being, financial future and work-life balance. We encourage our team members to take charge of their health and create their own wellness journey. Team members are given access to health plan resources which include disease management, tobacco cessation, maternity support, stress management and weight loss programs with access to online support communities, 24-hour virtual health services and many other resources so they can get timely health-related advice.



VIDEO: Grainger's Helpful Tips for Lifting Heavy Equipment Properly

In addition, we provide retirement savings, paid holiday and time off, educational assistance and income protection benefits as well as a variety of other programs to U.S. team members.

We regularly seek team member feedback and conduct external compensation and benefits-related benchmarking to remain competitive in each of the markets in which we operate.

Grainger Creates a Great Team Member Experience

In 2017, we traveled to 20 of our largest facilities to conduct the Total Rewards Roadshow, an expansion of our health and benefits fair, with representatives from many of our core programs. The Total Rewards team and our program partners were on-site to engage in personalized dialogue with team members. Our approach is innovative and builds awareness and accountability for our team members around the services available to them as a member of Grainger's team. Our team's purpose during the roadshow was to:

- Reinforce the value of Grainger's Total Rewards offerings
- Increase awareness, engagement, utilization and program and plan participation
- Create a closer, personal connection between team members and the Total Rewards program; and
- Help team members understand the tools and resources available.





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Grainger's perfect score on The Corporate Equality Index for the past three years

An Inclusive and Diverse Culture

At Grainger, focusing on our common purpose and leveraging our differences makes us extraordinary.

We are deeply committed to a culture of inclusion that is meaningful to our team members, allowing us to attract, develop, engage and retain the best talent available. We serve the business needs of an increasingly global and diverse customer base

and we strive to ensure our team reflects this rapidly changing world. Inclusion and diversity is integral to Grainger's business success, and the company is committed to fostering an inclusive environment where all team members feel safe, valued and encouraged to voice their opinions regardless of age, gender, race, ethnicity, sexual orientation, veteran status, disabilities or backgrounds.

Training The company reinforces its commitment to inclusion and diversity by offering instructor-led and e-learning courses such as Inclusion and Diversity: A Business Imperative and The Inclusive Team Member, which help team members understand the business case for diversity, explore the enabling mindset and behaviors that facilitate inclusion in the workplace, respond effectively to differences and increase the level of inclusion in their work area. Another offering, The Inclusive Leader, equips people leaders with inclusive behaviors, skills and best practices around attracting, developing, engaging and retaining the best and brightest people at Grainger.

The Asian Pacific Islander BRG

The mission of the Asian Pacific Islander Business Resource Group (API BRG) is twofold:

- >> To unlock the full potential of API team member talent, drive cultural awareness within Grainger and drive business results.
- >> Market Grainger to the API community (internal and external) as a great place to work, where API team members thrive and add significant value to the business and the community.



PHOTO: It's at this long-running Chicago community event where the Grainger dragons were well represented in the 2017 Chicago Dragon Boat Race for Literacy.

In 2017, the API BRG hosted events including: Cross Connections Development Event for 600+ team members; Junior Achievement Day at Grainger with mock interviews, job shadowing and leadership panels for 30 students; Asian Heritage Month events in partnership with other area company BRGs; Drove community presence through involvement in our Dragon Boat Program in four cities across the U.S.; Contributed to customer value generation through translation services.





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Business Resource Groups (BRGs) Grainger has eight BRGs that foster team member engagement and help team members share information, ideas, experiences and resources. These groups provide peer support, career development and mentoring opportunities, in addition to raising awareness through a variety of discussion groups and activities that are open to all.

OUR BRGs

- Administrative Business Partner
- African American
- Asian-Pacific Islander
- Disability
- Equality Alliance
- Generational
- Latino
- Veterans and Military Supporters
- Women's

Approximately 3,500 U.S. team members participate in the BRGs thanks in large part to our BRG Roadshow, designed to attract new members. Every BRG has an executive sponsor who works with these team member-led groups to help us create the right workplace by fostering inclusion and create the right workforce by attracting, developing and retaining top diverse talent. They have helped support the business strategy by creating unique value for different customers and reducing cost, and they have contributed to our communities as responsible stewards.



\$65,000+

Donations from Grainger Business Resource Groups

In 2017, the BRGs contributed more than \$65,000 in donations and volunteered more than 1,100 hours with 14 different organizations including One Million Degrees, Uhlich Children's Advantage Network, i.c. stars and Junior Achievement. Many of these volunteer initiatives include mentoring opportunities. Internally, Grainger also has a BRG Mentoring Program, which includes more than 160 team members, serving as role models and inspiration for students. >>[Learn more about the BRG Community Fund](#)

BRG volunteering included:



22

volunteer projects



1,100

volunteer hours



200+

volunteers



14

nonprofit organizations supported

The Latino BRG

The Latino BRG is leading the pack in terms of chapter development and field involvement with 18 total chapters, seven new chapters created in 2017. Additionally, the Latino BRG was involved in a variety of community efforts including: CIS-Communities of Schools Gala in Houston; Local college fair benefiting high school students and families in New York city; Latino Student Fund Gala in Washington DC. They also held an event in Mira Loma, CA for Hispanic Heritage Month for development of top talent Latinos/Latinas across the company.



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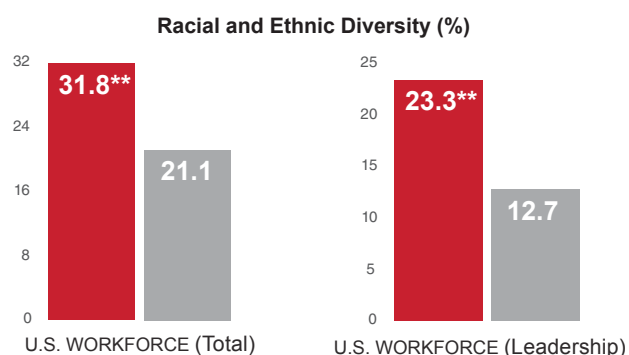
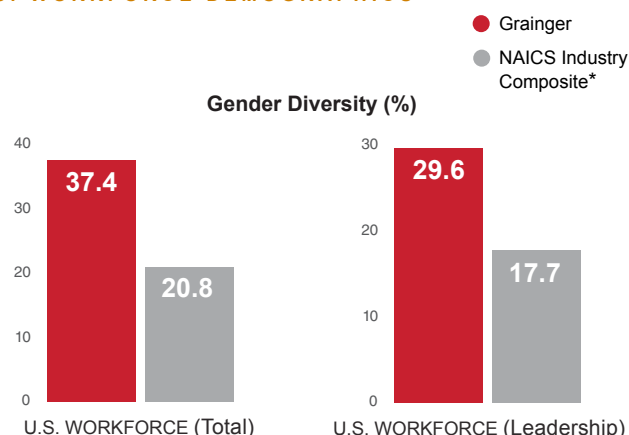
A Commitment to Advance Diversity In 2017, a group of more than 150 CEOs, including Grainger's DG Macpherson, signed the CEO Action for Diversity & Inclusion, the largest CEO-driven business commitment to advance diversity and inclusion in the workplace. By signing on to this commitment, CEOs are pledging to take action to cultivate a workplace where diverse perspectives and experiences are welcomed and respected.

With that commitment in mind, our 2017 report marks an important milestone in our CSR story. This year's report provides additional insight into the diversity and inclusiveness of our organization by delivering insights on our diversity performance. We believe that the development of an inclusive workforce is essential to our success. To better serve those stakeholders, we are working to improve our performance every year.

Global Workforce In 2017, Grainger employed approximately 25,000 people worldwide: 77 percent of our team members are based in North America, 12 percent in Europe, 6 percent in Asia Pacific and 4 percent in Central and South America.

U.S. Workforce Demographics In 2017, Grainger's workforce was 37.4 percent women overall and 29.6 percent women in leadership positions. Also, Grainger's workforce was 31.8 percent racial and ethnically diverse team members overall and 23.3 percent racial and ethnically diverse leaders. According to the *2015 Job Patterns for Minorities and Women in Private Industry EEO-1 National Aggregate Report*, our current performance outpaces the NAICS Industry Composite for both digital and industrial distributors.

U.S. WORKFORCE DEMOGRAPHICS



**Racial and Ethnic Diversity Distribution at Grainger

Hispanic	14.1%
African American	11.4%
Asian or Pacific Islander	4.3%
Two or More Races	1.5%
American Indian / Alaskan	0.4%
Total	31.8%

*Racial and Ethnic Diversity Distribution at Grainger

African American	8.5%
Hispanic	6.7%
Asian or Pacific Islander	6.7%
Two or More Races	0.9%
American Indian / Alaskan	0.6%
Senior Management Total	23.3%

* Source: 2015 Job Patterns for Minorities and Women in Private Industry EEO-1 National Aggregate Report
 ** Total numbers may not add precisely due to rounding.

US BLN Going for the Gold

Since 2014, Grainger has partnered with the U.S. Business Leadership Network (USBLN) as part of their Going for the Gold Initiative. Going for Gold connects participating corporate partners with USBLN subject matter experts and unites them around disability inclusion through leading practices and tools. Since the partnership began, we've hired 277 team members with disabilities, an increase of 857 percent. Earning a score of 80 percent, we have been recognized as a 2017 Best Places to Work for Disability Inclusion on the Disability Equality Index, which measures how effective companies are with respect to disability inclusion. We are proud of this recognition and look forward to further strengthening Grainger as a Great Place to Work for everyone.





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University Partnerships We partner with several Historically Black Colleges and Universities to help strengthen the diversity of our talent pipeline. These include Howard University, Albany State University and Florida A&M University. Lastly, we strengthen our early-career talent pipeline through our internship program and direct placements. Our emphasis with these and other strategic organizations is on building deeper and more meaningful partnerships that can continually improve our ability to develop, attract and retain a diverse workforce.

Strategic Alliance Partnerships We actively recruit from, and maintain relationships with several strategic alliance partnerships. Strategic alliances are critical to Grainger's success. In 2017, Grainger built new and built on previously existing strategic alliances with 10 organizations to build our reputation as a top employer for diverse talent. Since 2014, Grainger has hired more than 270 team members through strategic alliance partnerships. These organizations include:

- National Association of Women MBAs
- National Sales Network
- National Black MBA
- Hispanic Alliance for Career Enhancement
- Indo American Career Services
- Reaching Out MBA
- HirePurpose
- US Business Leadership Network
- Skills for Chicagoland's Future
- Out and Equal
- Recruit Military
- National Association of Asian American Professionals
- Ascend
- Blacks in Tech



2017 Awards and Recognition

- ✓ **Fortune Most Admired Companies: #1 in Diversified Wholesalers**
- ✓ **HRC Corporate Equality Index 4th consecutive year**
- ✓ **North America Dow Jones Sustainability Index**
- ✓ **#17 on HR Executive Magazine's Most Admired in HR List**
- ✓ **2017 Executive Leadership Council Ambassador Company**
- ✓ **Newsweek.com Top Green Companies in the U.S. 2017**
- ✓ **FTSE4Good Member Company**
- ✓ **Fortune's 2018 World's Most Admired Companies 5th consecutive year**
- ✓ **2017 Disability Equality Index**
- ✓ **Best Places to Work for Disability Inclusion**
- ✓ **2018 Best Company to Work for Millennials by The Women's Choice Award**
- ✓ **Working Mother Mexico Best Companies 2017**
- ✓ **Mexican Center for Philanthropy (Cemefi) and the Alliance for Corporate Social Responsibility's (AliaRSE) Distinctive ESR® 2018 award, 4th consecutive year**
- ✓ **Black Enterprise's 2018 List of Top Executives in Corporate Diversity**

Forward

WHAT'S COMING IN OUR 2019 REPORT

- Valuing Our People becomes part of People and Purpose
- Subjects include Health and Safety, Performance Management, Leadership Development, Inclusion and Diversity
- Metrics include EHS Safety, Talent Attraction and Retention, Team Member Diversity



Sustaining Our Environment

At Grainger, we are committed to conducting business in an environmentally responsible manner while working to reduce energy use and minimize waste in our operations. To do so most effectively, we focus on the environmental challenges within the material parts of our business: our operations, our products and our supply chain.



IN THIS SECTION

OUR APPROACH

- Our Operations
- Our Products
- Our Supply Chain

OUR OPERATIONS

- Greenhouse Gas Emissions
- Recycling and Waste
- Resource Efficiency

OUR PRODUCTS

- Helping Customers Reach their Sustainability Goals
- Environmentally Preferable Products (EPP) and Services
- Sustainability Training

OUR SUPPLY CHAIN

- Supply Chain Stewardship
- Transportation

OUR APPROACH

We work to continuously improve our environmental performance across our value chain from our suppliers through our operations and to our customers. We encourage stewardship in our operations and seek to share the lessons we have learned with others. We partner with several third party sustainability organizations, such as the CDP (formally known as the Carbon Disclosure Project), the GreenBiz Executive Network, the U.S. Environmental Protection Agency Smartway program, UL Inc. (formerly Underwriter's Laboratories, Inc.) and the U.S. Green Building Council to help us align our environmental investments with our stakeholders' expectations.

We help our customers with their sustainability journey by offering the right products and lending our expertise around services and solutions that are more sustainable. In addition to helping our customers, we are identifying new opportunities for Grainger to integrate and sustain sound environmental practices in our own operations and the operations of our customers.

Our Operations

We primarily focus our efforts where we can have the most influence. Grainger's distribution centers (DCs) account for roughly 34 percent of our operational square footage and will proportionally increase as we expand our service offering. Inherent to this footprint is an opportunity for energy management. We closely monitor our energy consumption and improve our green energy mix by researching sustainable solutions to increase efficiency and utilize renewable energy. When possible, we invest in onsite renewable energy, purchase renewable energy credits and green tariffs.

[>>Learn More About Our Operations](#)

Our Products

Grainger provides customers with the products they need to keep their businesses running over the long term. As part of this, we work to understand how these products affect the environment. Our customers have increasingly requested environmentally preferable products and we stock them to meet this need. We currently offer more than 72,000 environmentally preferable items that help customers maintain sustainable facilities through efficient energy management, water conservation, waste reduction and air-quality improvement.

[>>Learn More About Our Products](#)

Our Supply Chain

We view our suppliers and vendors as our allies in improving our emissions and materials management. We rely on a network of third-party carriers to meet our transportation needs. We work with our largest suppliers to innovate and improve our distribution packaging. We collect data and share best practices in sustainability across our value chain by engaging our suppliers through the CDP Supply Chain Program.

[>>Learn More About Our Supply Chain](#)





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OUR OPERATIONS



Climate Change Disclosure

We recognize that climate change is a significant global issue. The company is taking steps to reduce its energy use and greenhouse gas (GHG) emissions. Grainger has participated in the CDP since 2009, providing detail on business risks and

opportunities related to climate change. In 2012, we became the first industrial distributor to publicly disclose its carbon footprint.

Dow Jones Sustainability Index Grainger, recognized for its corporate sustainability leadership, debuted in 2017 on the North American Dow Jones Sustainability Index. The Dow Jones Sustainability Indices are a family of global benchmarks for corporate sustainability, tracking companies based on investment firm RobecoSAM's analysis of financially relevant environmental social and governance factors. Currently, Grainger is the only industrial distributor in the North American Index.

ENERGY EFFICIENCY

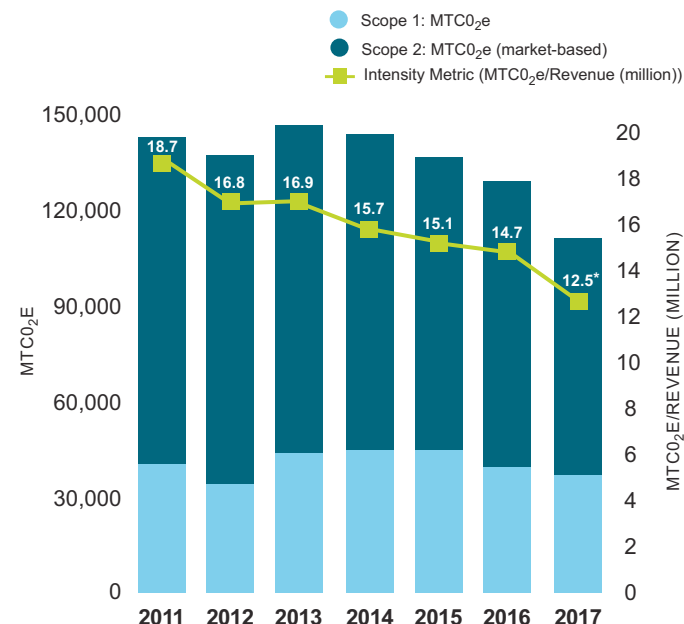
Greenhouse Gas Emissions (GHG)

We are committed to the global effort to reduce GHG. We focus our reduction strategy around two specific areas: reducing GHG intensity and waste in our own operations and supporting emissions reduction strategies in our supply chain through collaboration and increased transparency. Scope 1 emissions are direct emissions from owned or controlled sources. Scope 2 emissions are indirect emissions from the generation of purchased energy.

Scope 1 and 2 We chose 2011 as our baseline year, in which emissions totaled 142,306 metric tons. Since 2011, we have reduced Scope 1 and Scope 2 emissions by nearly 22 percent. In 2017, our Scope 1 and 2 GHG emissions were 110,654 metric tons. To help offset these emissions we generate renewable, zero emissions energy and participate in green energy procurement.

Intensity Target In 2013, Grainger became the first industrial distributor to set a GHG reduction goal. Our target is to reduce our North American Scope 1 and Scope 2 GHG emissions intensity per unit revenue 33 percent by 2020. The goal was

SCOPE 1 AND SCOPE 2 EMISSIONS WITH INTENSITY



*For 2017 data, Grainger updated the Scope 2 eGRID Emissions Factors for the United States from eGRID2014 (Year 2014 Data) to eGRID2016 (Year 2016 Data). Based on the previous year's usage this resulted in a reduction of approximately 5,596 MT of CO_{2e}, or 4% of Grainger's GHG emissions in 2016. (5,596 MT CO_{2e}/128,572 MT CO_{2e})*100 = 4 (Grainger's 2016 scope 1 and scope 2 emissions equals 128,572)

Grainger's intensity metric includes the GHG emissions from operations that were under direct operational control as of 2014, the year our goal was set. This includes W.W. Grainger, Inc. in the U.S., Grainger Mexico and Acklands- Grainger in Canada. Starting in 2015, Grainger improved its calculations to include all North American business within operational control after 2014. We verified only our U.S. data through a third party in 2011. Therefore our baseline year calculations include estimates for Acklands-Grainger and Grainger Mexico. We calculated these estimates using the average of 2012 and 2013.

Intensity Target Goal
33%
GHG Reduction by 2020

designed to be achievable, yet challenge our operations to identify innovative ways to operate more efficiently. We are right on our target, and have reduced MTCO_{2e}/Revenue intensity to 12.5, a 33 percent reduction since 2011. Our 2020 goal focused Grainger on doing business the right way by investing in 5.3 MW of renewable energy and energy efficiency through the installation of Building Management Systems (BMS). To drive progress toward this goal, our GHG target is included in the performance appraisals for our corporate sustainability team. In addition, energy reduction projects reduce utility expenses and improve operating expenses, indirectly affecting profit sharing for U.S. team members.





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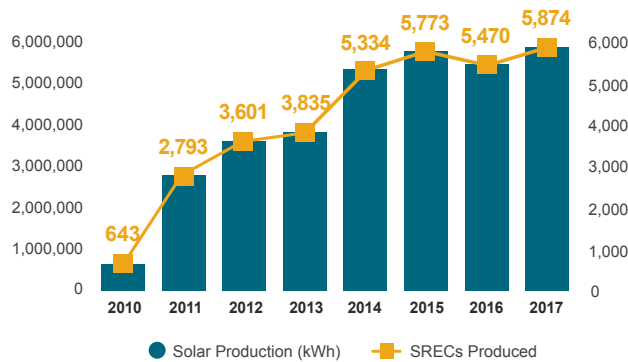
Energy Use We continue to invest in key facility enhancements, engage employees, and incorporate sustainability principles and continuous improvement into our real estate footprint. Grainger's facilities account for about 90 percent of our annual energy use in North America. We focus our efforts to improve energy efficiency in our largest buildings, including corporate offices and DCs.

Renewable Energy We are committed to doing business the right way and embed sustainability into our operations wherever feasible. In total, Grainger currently has 5.3 MW of solar panels installed on the rooftops of its DCs. These systems have met all energy generation and financial expectations, have minimal maintenance requirements, provide a reliable monthly financial benefit and offer a significant percentage of energy independence, lowering operational risks.



PHOTO: A combination of natural and LED lights provide the right mix of lighting sources

SOLAR PRODUCTION



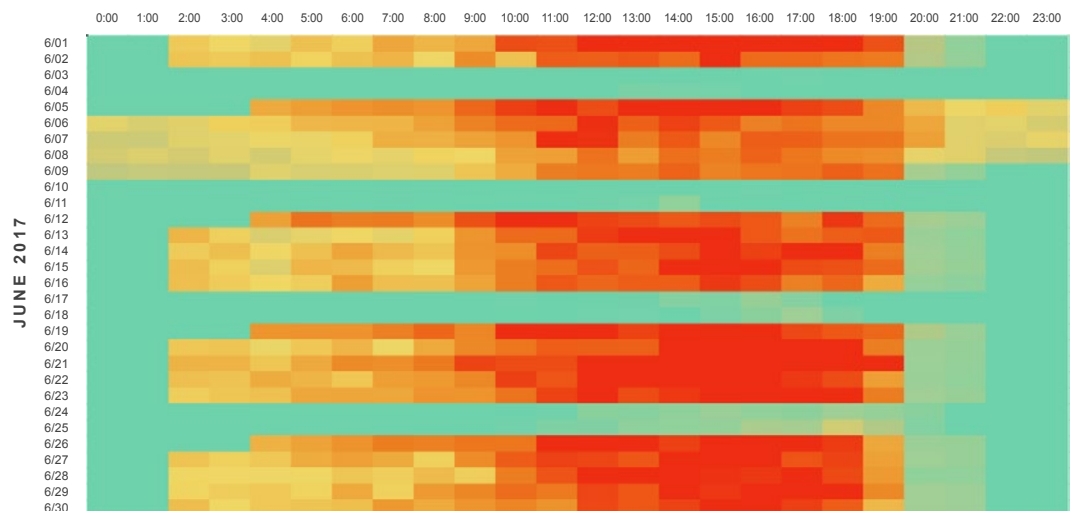
Facility Performance Optimization

In 2017, in order to help benchmark and standardize opportunities across our network, we conducted deep dive energy audits on 4 of our 10 major DCs in North America. We discovered commonalities among energy loads and batteries, HVAC systems, lighting, conveyor systems and air compressors, to name a few. All of these areas offered strategic opportunities for long-term efficiency gains. We then rolled out our discoveries to our branch network and corporate and administrative facilities, with similar success. Additionally, we found it to be very effective to implement comprehensive building management systems in key locations, update to LED lighting and other turn-key solutions with great return on investment timeframes, and various other initiatives.

ENERGY HEAT MAP

This graphic represents one month of energy usage at our Jacksonville DC. The red represents the highest kW energy usage peak, or demand peak, for a given day. Heat maps like this one help us discover outliers in DC energy use and optimize our facilities to conserve resources and reduce cost.

- 90th Percentile 714.7 kWh
- 50th Percentile 475.5 kWh
- 10th Percentile 95.0 kWh





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5.5M square feet

LEED-certified space through 17 North American Grainger facilities

In 2017, Grainger celebrated the grand opening of its new DC in Bordentown Township, N.J. (NEDC) The 1.4 million-square-foot facility stocks more than 300,000 items and allows the company to deliver more products by the next day to customers in the Northeast. The DC runs on state-of-the-art distribution technology enabling real-time order processing. A 4.3 megawatt solar panel system was installed on the facility's roof. This system included 13,000 high efficiency SunPower solar panels that generate on average about 40 percent of the DC's annual electricity requirements, which is equivalent to 1.6 percent of Grainger's North American carbon footprint. In early 2018, the U.S. Green Building Council (USGBC) approved LEED GOLD certification for the NEDC. This project will not only reduce annual operational expenditures significantly, but it will also play a key role in helping us meet our GHG reduction goals. This project will not only reduce annual operational expenditures significantly, but it will also play a key role in helping us meet our GHG reduction goals.

We consider investments in renewable energy on a case-by-case basis as part of new project plans. Our decisions to invest often occur in locations where we can offset energy use, improve operational efficiency and create a return on investment.

Building Management Systems Our BMS are the primary means through which Grainger achieves its energy efficiency goals. When operating optimally, they allow facility managers to provide the proper working environment while minimizing Grainger's energy costs. Effective utilization allows us to extend the operational life of equipment and systems through reduced energy consumption and operating hours. As a result, maintenance and capital costs are reduced, and less embedded energy is consumed through equipment replacement and upgrades.

Currently, 14 of our largest facilities have either been built with or retrofitted with BMS. On average, Grainger has realized a 10 to 15 percent reduction in energy use and expenses at its facilities after installing BMS.



Reduction in energy use and expenses at Grainger facilities after installing BMS

LEED Certification Grainger has been a member of the U.S. Green Building Council (USGBC) since 2007, and remains committed to building Leadership in Energy and Environmental Design (LEED) certified facilities. We use the USGBC's LEED certification programs to guide best practices for the design, construction and operation of our facilities. Since 2008, we have made a commitment to build all new corporate projects to meet LEED standards, and seek certification under rigorous third party reviews. It's proven that LEED-certified buildings use 25 percent less energy with a 19 percent reduction in aggregate operational costs in comparison to non-certified buildings. Grainger currently maintains 5.5 million square feet of LEED certified space through 17 North American facilities, representing 24 percent of Grainger's total square feet in North America. This includes the first LEED certified building in the MRO industry, the first LEED certified DC in Monterrey, Mexico, the largest LEED-CI Platinum project of 2015, and the world's first LEED V4 data center.





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PACKAGING PERFORMANCE

Ship Complete Given our 90 years of experience and more than 100,000 transactions a day, we understand the purchasing habits and buying behaviors of our customers. We know how they purchase online at home is different than at work. While a general consumer shopping for personal products at home may be fine with a staggered approach to completing a multi-product order, that same person has a completely different mindset at work when all of the products need to be there together to complete a critical project.

Grainger strives to ship all items in an order in one box and on the same or next day, depending on customer needs. Internally, we refer to this practice as “ship complete.” This approach and commitment to serving customers in the most efficient way possible also has positive implications on the environment. Ship complete reduces the amount of boxes we need overall, thereby increasing energy efficiency and producing fewer emissions through our transportation partners.



Grainger boxes are fully recyclable, made from 43% post-consumer content

Sustainable Packaging As part of Grainger’s commitment to ethical sourcing, we work closely with suppliers to identify potential opportunities to minimize unnecessary packaging while reducing the risk of damage to the products we offer. In 2015, we introduced Supplier Packaging Guidelines to our U.S. and GGS suppliers to encourage them to take sustainability into account when making packaging decisions. The guidelines

include best practices to help reduce damage and waste while maximizing recyclable materials. For example, the iconic Grainger boxes are fully recyclable, made from 43% post-consumer content and certified by the Sustainable Forestry Initiative.

In 2016, all U.S. Grainger DCs transitioned packaging materials for light bulbs from foam to kraft paper made with 100 percent recycled raw materials. The paper is produced at a paper mill certified by the Sustainable Forestry Initiative with a closed-loop

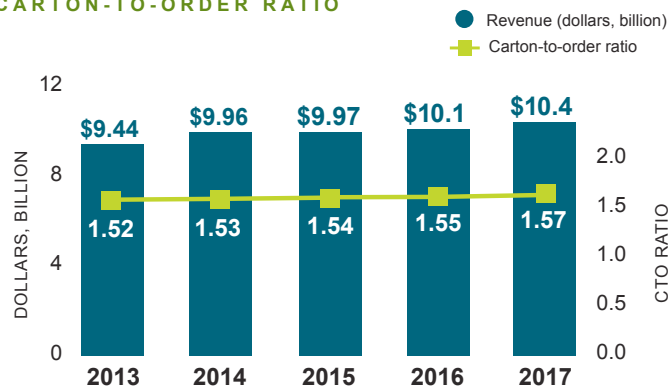
water system that produces no municipal wastewater. The transition was a win-win-win: a cost saving for Grainger, easy to recycle for our customers and better at protecting our product.

In select DCs, we have transitioned to a custom wrapping solution that employs automated technology to provide right-sized packaging for oversized items, reducing the overall amount of packaging required. We continue to expand our use of plastic air pillows as dunnage for small parcel shipments, of which most are bio-degradable (non-oxo-salt containing material), and, in 2016, we transitioned to a high-efficiency film air pillow, which helps reduce overall plastic use.

Packaging Performance Grainger’s DCs are dedicated to reducing corrugate usage and packaging and freight expenses. We measure packaging and corrugate efficiency by tracking the number of boxes we send over the number of orders we receive. This data point, called carton-to-order ratio (CTO), helps us understand the positive effect that shipping orders containing multiple items in one box can have on our environment.

Company initiatives, such as pricing changes and adjustments to order routing logic, favor shipping orders in one box. Nevertheless, slight increases in CTO are expected, given the effect these initiatives may have on the way DCs experience volume. An increase in customer orders and products per order may require additional cartons. However, when mapped against increases in volume, CTO has remained relatively flat YoY.

CARTON-TO-ORDER RATIO





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Recycling and Waste

By standardizing recycling practices and sharing best practices across our network, we are continually improving the recycling rate in our U.S. DCs. Teams are trained to use a color-coded system to separate and bale materials such as cardboard, plastic wrap and metal and are encouraged to share and test ideas for ongoing improvements. As a result of these efforts, our U.S. DCs routinely recycle upwards of 84 percent of what would otherwise be waste streams. To that end, in 2017 we began to lay out a longer-term strategy and framework for how to achieve landfill-free operations in our DCs.

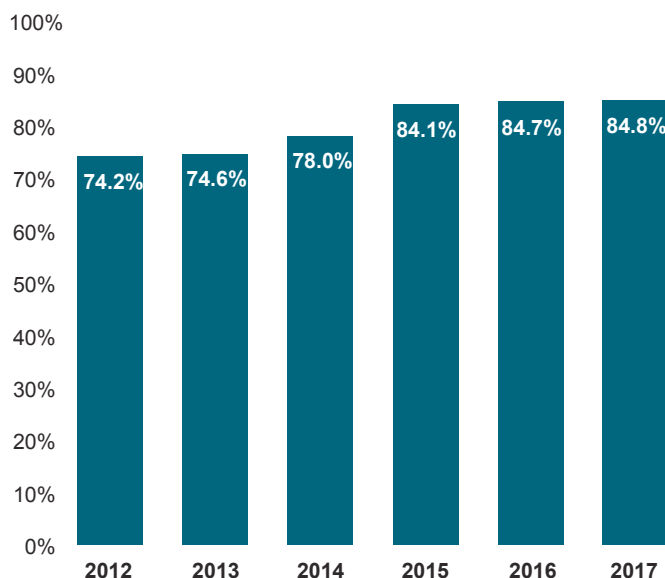
To maintain a high level of accountability in our materials management process, the sustainability team shares monthly reporting with the DC teams and members of the operations leadership team. Local DC facility managers also have recycling rate as part of their annual performance goals.

Resource Efficiency

Grainger does not directly manufacture the products it sells so our water consumption is minimal. However, we do measure our water footprint and look for opportunities to reduce usage, such as installing water-efficient fixtures and landscaping irrigation at our largest facilities. Grainger's total water consumption in the U.S. in 2017 was 467,840 cubic meters.

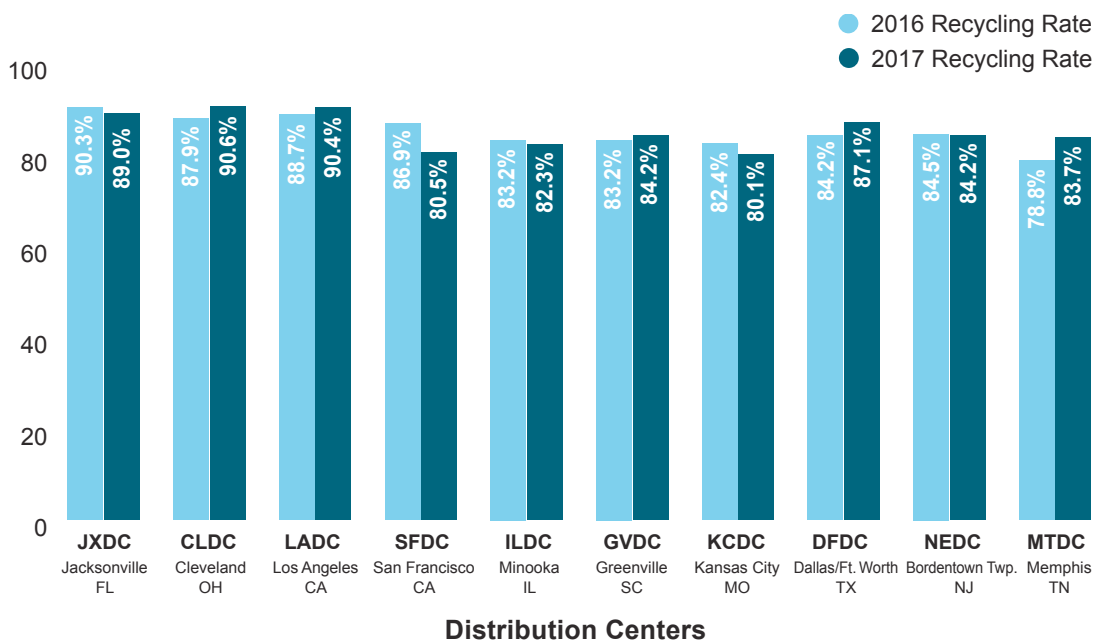
DC NETWORK RECYCLING RATE

(Amount of waste diverted from a landfill)



Since our sustainability team began to partner with our DCs to focus on recycling, we have improved our overall recycling rate by more than 14%.

DC RECYCLING RATE



HIGHLIGHTS

- The DC network recycling rate finished 2017 at 84.8 percent.
- Memphis DC saw the highest improvement with a 5 percent increase in their 2017 recycling rate.
- The recycling rates at Cleveland, Los Angeles, Dallas, and Greenville also improved in 2017 vs. 2016.
- Cleveland DC finished at 90.6 percent for best in class, with Los Angeles DC and Jacksonville DC close behind.



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Helping Customers Reach their Sustainability Goals

We work to create a more sustainable workplace for our customers and our communities through our Environmentally Preferable Product (EPP) Portfolio. We offer our customers one of the largest green SKU counts in the industrial distribution market, providing more ways to reduce energy consumption, conserve water, reduce waste and improve indoor air quality. In addition the company offers data-driven EPP analytics to our customers helping them track, report and grow their green spend. Similarly, we equip our customer-facing team members with training, sales tools and marketing support so that they can help customers achieve meaningful progress towards their sustainability goals and initiatives.

In 2017, we launched a cross-functional CSR Working Group sustainability sub-team with representatives from product management, external affairs and sales that focuses on assisting customers with their EPP procurement goals and promoting EPP solutions. This sustainability service and operations team brings collective experience in managing environmentally preferable product certifications and attributes, reporting, measurement, regulatory compliance and marketing of EPP solutions.

Environmentally Preferable Products (EPP) and Services



Each product in our EPP is designated by a green leaf on Grainger.com®, and comes with its own specific set of attributes or certifications highlighted in the technical spec section on the website. The green leaf icon guides customers toward more environmentally preferable solutions. Products identified with this leaf fall into two categories—those that are certified by independent organizations and those that have “green environmental attributes.” A certification acts as a stamp of approval and indicates that a product has met certain environmental standards around attributes such as “energy efficient” (ENERGY STAR) or “low toxicity” (Green Seal). Attributes are environmental qualities or features tied to a specific product. We ask our suppliers to provide these attributes or certifications, and our external partner, UL Environmental Inc., verifies the viability of the attribute to the product.

GRAINGER EPP PORTFOLIO



Manage Energy

Measure use, control effectiveness and output, and reduce consumption of various types of energy

- ELECTRICAL
- LIGHTING & CONTROLS
- HVAC / R | STEAM
- COMPRESSED AIR



Conserve Water

Monitor use, filter impurities, recycle and reduce consumption of water resources at “point of use,” behind the wall, and outdoors

- PUMPS, VALVES | FITTINGS
- METERS | FIXTURES
- PLUMBING EQUIPMENT
- FILTERS



Reduce Waste

Facilitate recycling and decrease landfill growth through recycled content

- RECYCLING EQUIPMENT
- PAPER & PACKAGING
- SORBENTS



Improve Indoor Air

Create cleaner air within facilities through lower VOC's filtration, and natural products

- CLEANERS | AIR FILTERS
- CLEANING EQUIPMENT
- OFFICE PRODUCTS
- PAINTS / COATINGS





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\$532M+

Sales of Green Product (2017)

In January of 2015, Grainger established a new portfolio of sustainability related services. In 2017 we expanded this portfolio of value-added services, which largely leverages the experience and expertise of our Grainger Energy Services Team. We also work with our network of partners in some instances to help our customers achieve

their sustainability goals. The range of services includes site audits, payback analysis, utility rebate assistance, and recycling of replaced product. For example, Grainger can help facilitate a free lighting audit for customers considering a large interior or exterior lighting project. The audit consists of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics), if applicable.

We continuously review our EPP for opportunities to provide tailored solutions to customers with sustainability and EPP procurement goals. Our EPP Portfolio offers more than 72,000 SKUs, including 33 certifications and 45 attributes. In 2017, sales of environmentally preferable products totaled more than \$532 million, which represents approximately five percent of our revenue.

72k+

Environmentally Preferable Products



Sustainability Training

In 2017, we launched a new module in our First Time Manager leadership development program. Our objectives were to drive engagement and understanding in our sustainability initiatives across the business, bring awareness to the effect CSR has on our operations and gain insight from our team members on how they plan to tailor the CSR message to meet their daily business needs. 434 team members learned about our value chain, environmental performance and the ways we serve our community.



434

Team members who received some form of training on sustainability at Grainger (2017)



In addition to our leadership development program, we are taking steps to improve the level of sustainability expertise in customer-facing roles. Grainger released a Sustainability Sales Guide for our account managers and customer service professionals in October 2017 to improve offer awareness by outlining our sustainability value-proposition. In addition, we developed a formal sustainability training program for all new account manager learning paths. Our objective is to bring greater value to sustainability-related customer engagements, assist customers in meeting their sustainable procurement goals, and take costs out of their business.

In 2017, we launched recycling training in our DCs as a part of new member onboard and orientation.

Lastly, through a variety of online tools and resources, we provide our team members with a vast array of learning opportunities they can explore at their own pace.





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CDP SUPPLY CHAIN SUPPLIER PERFORMANCE

Through our partnership with the CDP we were able to collect information about best practices in our supply chain. The graphic below shows the impact our supply chain has made by investing in sustainable technologies and practices.



\$26.5M

Emissions Reduction Investments



85M mtCO₂

Total CO₂ Reduction



\$11M

Average Emissions Reduction Savings

OUR SUPPLY CHAIN

Supply Chain Stewardship



We are proud to have received an A- rating for our supply chain survey.

Addressing emissions across our value chain is as significant as addressing them in our own operations. For the second year, we are engaging with our suppliers through the CDP Supply Chain survey to create more change than would be possible on our own. In 2016, this partnership helped us engage with our suppliers to learn more about their emissions reduction strategies.

In 2017, we received responses from 126 of our largest vendors, an increase of

more than 50 percent of suppliers from our pilot year. In total, our suppliers' efforts reduced 85 million metric tons of CO₂ resulting in more than \$11 million in average savings for their respective businesses.

Transportation

Grainger relies on a network of third-party carriers for its transportation needs. The company works closely with these providers to continuously identify opportunities to maximize

efficiency and minimize fuel use. Grainger continues to be the only industrial supplier to be recognized by the U.S. Environmental Protection Agency (USEPA) as a SmartWay® partner. The program provides a forum for the USEPA and businesses to collaborate in order to improve the environmental efficiency of their supply chains' transport by reducing GHG emissions and other air pollution.

Forward

WHAT'S COMING IN OUR 2019 REPORT

- Sustaining our Environment will now be Solutions and Stewardship
- Subjects will include efficient operations, packaging efficiency, customer solutions and product stewardship
- Metrics will include resource stewardship, product impact and lifecycle, continuity and solutions and translating efficiency into sustainability
- For supply chain stewardship, see Supply Chain





Serving Our Communities

Grainger's culture of service extends into the local communities where our team members live and work.

Our partnerships, products, and people enable us to provide vital resources to advance the lives of those around us. Our community investments reflect the nature of our business, and our commitments are driven by where we make the most of our resources. We focus on disaster preparedness and response, education and workforce development, and local civic and community engagement.



IN THIS SECTION

DISASTER PREPAREDNESS AND RESPONSE

American Red Cross
Team Member Activation

EDUCATION AND WORKFORCE DEVELOPMENT

Giving
Team Member Activation

LOCAL CIVIC AND COMMUNITY ENGAGEMENT

Matching Gifts Program
Community Grant Program
Serving Our Communities Survey
Grainger Around the Globe

OUR APPROACH

Grainger works to support long-term resilient communities. Our community affairs efforts focus on disaster preparedness and response, education and workforce development and local and community engagement. We leverage the thought leadership of our executives, the at-the-ready spirit of volunteerism of our Business Resource Groups, our team members' depth of knowledge in supply chain operations and our 90 years of experience with the communities where we live and work to help drive social benefits across North America. We work collaboratively with our community partners through a combination of resources including in-kind donations, team member volunteerism and our 3:1 matching gifts program.

\$24M+

Grainger contributed more than \$24 million in total corporate giving in 2017



Disaster Preparedness and Response

As the threat of disaster intensifies, disaster philanthropy must evolve radically in order for communities and economies to thrive. Organizations well-versed in supply chain and logistics, like Grainger, have a unique obligation to provide support when disasters occur. We combine years of experience, the knowledge and capabilities of our Corporate Emergency Response Team and the partnership of the Red Cross to deliver products and financial support before, during and after natural disasters.

[>>Learn More About Disaster Preparedness and Response](#)

Education and Workforce Development

We believe at the heart of opportunity lies education. As the world evolves, the need for education becomes increasingly important. Grainger is dedicated to helping those who desire an education, so they can better themselves, their families and those around them. We are proud of the education and workforce development progress we support, but we are most proud and inspired by those who endeavor to achieve more and strive for a better tomorrow.

[>>Learn More About Workforce Development and Education](#)

Local Civic and Community Engagement

Led by our industry-leading 3:1 matching gifts program, our local engagement pillar provides team members with the opportunities to direct support and in-kind donations to the organizations their communities value most.

[>>Learn More About Local Civic and Community Engagement](#)





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Team Member Activation

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DISASTER PREPAREDNESS AND RESPONSE

As most agree, disasters around the world are increasing in frequency and severity, predominantly due to climate change. The economic and social effect of these events is predicted to reach unprecedented levels within the next four decades. Overwhelmingly, corporate gifts are directed to immediate disaster relief, as opposed to risk reduction before disasters or recovery efforts after. Despite the fact that the number of natural disasters continue to rise, disaster relief accounts for only two percent of overall corporate giving. In fact, more than five times as much relief is spent on immediate disaster response versus reduction or recovery globally.

Grainger provides service and support to communities affected by regional, national and global emergencies. Through these disasters, we have acted as trusted partners to restore the resilience of our communities. Grainger has been there, time and time again, to provide our customers and communities with a consolidated source for critical supplies and equipment needed to prepare, respond and recover. We assist first responders, first receivers, private sector organizations and non-profit partners with a wide range of emergencies. We seek to continually improve our response capabilities based upon lessons learned from each recovery effort.



Grainger has given more than \$18 million to the American Red Cross since the partnership launched

American Red Cross

Pride in service, our products and our supply chain expertise make us a natural leader in disaster preparedness and response. For that reason, we have been a long-time partner of the Red Cross. In fact, Grainger has donated more than \$18 million in cash and product to the American Red Cross since 2001, and the Canadian Red Cross since 2009. Grainger offers the broadest product portfolio in the preparedness market. The product categories presented are based upon recommendations from authorities including FEMA, the Centers for Disease Control, the U.S. Department of Health & Human Services, the Department of Homeland Security and the American Red Cross.

Each year, the American Red Cross responds to disasters across the country—from home fires to tornadoes and severe winter weather, hurricanes and floods to transportation accidents and explosions. The Red Cross not only provides food, shelter and clothing, but also offers comfort and care to those affected by disasters during their time of greatest need. Through our partnership with the American Red Cross, we continue to leverage our resources, best practices in logistics, team member engagement and technology to assist in the accomplishment of their mission.



PHOTO: In 2017, Cyndee Wehrheim logged 478 volunteer hours for the Red Cross.





Serving Our Communities

DISASTER PREPAREDNESS AND RESPONSE

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Team Member Activation

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Giving
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LOCAL CIVIC AND COMMUNITY ENGAGEMENT

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Grainger Around the Globe

\$250K

Donation to the **American Red Cross Annual Disaster Giving Program®** for Hurricane Harvey, Maria and Irma



Hurricane Harvey / Irma Response

Hurricane Harvey made landfall as a category-4 hurricane near Rockport, TX. As the storm tracked toward landfall, Grainger activated the Corporate Emergency Response Team for briefings every morning and afternoon including weekends. Supply chain teams quickly repositioned critical supplies within the Grainger distribution network of branches and regional DCs. Grainger's Roanoke DC, located near Fort Worth, played a central role in the distribution of supplies throughout response and recovery operations. Grainger transportation managers expedited deliveries in coordination with state, county and local emergency offices. Grainger supplied 10 truckloads of Meals Ready to Eat and bottled water to support evacuation shelters.

The Future of Disaster Philanthropy The United Nations has said that every dollar invested into disaster preparedness saves \$7 in disaster aftermath. As a supporter of the American Red Cross Annual Disaster Giving Program® (ADGP), Grainger invests in disaster relief before the disaster occurs, ensuring the Red Cross can pre-position supplies, secure shelters, maintain vehicles and train volunteers nationwide.

In 2017, we committed to the \$1 million level of ADGP support for the American Red Cross. These funds were used to provide for activities like smoke detector distributions and installations, increased volunteer engagement opportunities and the sponsorship of local emergency response vehicles.

Through our partnership with the American Red Cross, we delivered \$250,000 worth of in-kind donations to the affected areas in Texas, Florida, California and Puerto Rico. Also, our team members rallied, packing 2,500 comfort kits benefiting those living in shelters in Texas, Florida and California. The kits included basic necessities such as toiletries, wash cloths and more.



168
VOLUNTEERS



420
HOURS



2,500
KITS



VIDEO: American Red Cross Responds to Home Fires Across the Country

168 Volunteers Packed 2,500 Kits

Totaling 420 Hours for **American Red Cross National Preparedness Month**



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1,900+ Volunteer Hours

Team Member Activation

Grainger is the National Founding Sponsor of the Red Cross Ready When the Time Comes® (RWTC) corporate volunteer program in the U.S. and Canada. More than 1,700 Grainger team members have been trained as RWTC volunteers.

Home fires are the most common disaster in the U.S., and the Red Cross responds to one every eight minutes. In 2014, the Red Cross launched a nationwide campaign aimed at reducing home fire deaths and injuries by 25 percent in the U.S. by 2020. Grainger supports the campaign with an annual donation of smoke detectors, which are installed by volunteers and fire departments in at-risk communities. The campaign makes a huge difference, as more than 656,000 smoke detectors have been installed since the beginning of the program, including more than 68,000 donated by Grainger thus far, and more than 332 lives have been saved, including 97 in 2017 alone.



68,000+

Total Number of Smoke Alarms
Grainger has Donated (to date)

Ready When the Time Comes® Volunteer Profile

In 2017, Laura Lacher and her daughter participated in the Sound the Alarm Event in Waukegan. They conducted disaster planning with a resident and local fire chief.



PHOTO (TOP, FROM LEFT): Hannah Swanson, Laura Lacher, Andrew Masters, Waukegan Fire Department Firefighter Justin Johnson PHOTO (BOTTOM): Laura Lacher (pink hat)

“I left the Sound the Alarm Event with a sense of pride resulting from the time we spent in our community; and for Grainger’s role in partnering with the Red Cross and Fire Department to make this community support happen. I think that more Grainger team members should participate.”

LAURA LACHER, EXECUTIVE ASSISTANT





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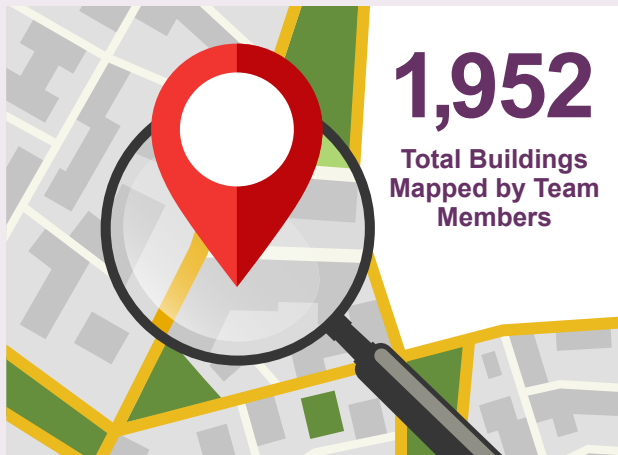
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Putting the World's Vulnerable People on the Map

Disasters around the world kill nearly 100,000 and affect or displace 200 million people each year. Many of the places where these disasters occur are "missing" from any map and first responders lack the information to make valuable decisions regarding relief efforts. Missing Maps is an open, collaborative project in which our team members help to map areas where humanitarian organizations are trying to meet the needs of vulnerable people.



In 2017, Grainger partnered with the American Red Cross on its Missing Maps Project. During Grainger's inaugural "map-a-thons", team members used their computers to identify buildings and infrastructure in "unmapped" areas across the world to provide the Red Cross and emergency responders with better access in times of disaster. After the mapping session, volunteers were equipped to continue mapping on their own to provide additional support. Through our efforts this year, 41 team members provided 1,980 edits to disaster recovery areas and mapped 1,952 buildings, including locations in Puerto Rico, to assist in hurricane recovery efforts.



\$300k+

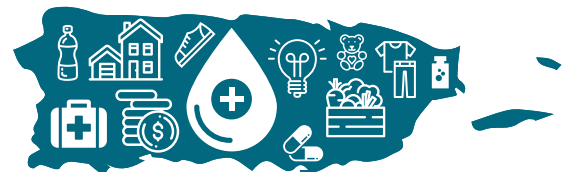
Donations to Large Disaster Events

MISSING MAPS AREAS OF MAPPING



Puerto Rico

Mapped to Assist Hurricane Maria Relief Efforts





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ROAD THROUGH OUR 90TH YEAR

In honor of the company's 90th anniversary, team members throughout the U.S., rolled up their sleeves to support their local communities. In addition to giving back to their communities individually, many groups incorporated volunteering as part of team meetings and family events. While some team members volunteered in the community, others did so onsite at or around a Grainger facility. In total, more than 2,000 team members contributed about 9,000 hours of volunteer service.

Tree Planting

April

More than 55 Grainger top sales team members from around the world – known as "President's Club" partnered with Jean-Michel Cousteau's Ambassadors of the Environment and volunteered to plant trees in Maui.

March

Nutrition Kits

We kicked off the 90th with our first-ever onsite volunteer activity at the annual Grainger Show, which brings our team members, suppliers, and customers together over a few days in Florida. During the Show, 60-plus team members packed 900 nutrition kits to support underserved students in Central Florida. Grainger partnered with A Gift for Teaching to distribute the completed kits to two schools in Central Florida.

Chicago Cares

June

Over 50 team members painted Nicholson Technical Academy, a Chicago Public School, as part of the Chicago Cares Annual Serve-A-Thon.

May

Food Drive

Oklahoma City Food bank gained the help of 12 Grainger volunteers who sorted and loaded 17,160 pounds of food at the local post office as part of the Letter Carrier's Food Drive.

Individual Volunteering

August

Team members also volunteered individually, during the year, serving more than 1,700 hours collectively. One team member volunteered as a guardian for a 94-year-old WWII Army veteran on an Honor Flight to Washington, DC.

July

Teacher Appreciation

Grainger incorporated volunteerism in our annual family picnic in Illinois – 40 team members, family and friends packed 800 teacher's appreciation kits filled with supplies that were distributed to teachers in Illinois serving Lake County and Chicago Public Schools.

Leadership Volunteering

September

Our leaders rolled up their sleeves during the company's annual Grainger Forward meeting convening Grainger executives from around the world in our Lake Forest, IL, HQ campus. 90 leaders packed 900 Red Cross comfort kits to support those survivors of Hurricane Harvey and Irma who were living in shelters. This is the first time the company added a volunteer project to the annual meeting agenda.

September

Homeless Shelter

More than 50 members of the African-American BRG across seven states rallied to support Covenant House, a homeless shelter for youth, by providing job readiness skills development and life coaching.

Map-A-Thons

October

In Chicago and Lake Forest, IL, more than 40 team members participated in Red Cross/Grainger map-a-thons where they plotted 1,952 buildings.

October

Wildfire Disaster Relief

To support survivors of the California wildfires living in shelters, 40 team members packed 600 Red Cross comfort kits during a meeting of the Latino BRG in Ontario, CA.

October

Hurricane Disaster Relief

In Lake Forest, IL, a team of 18 team members in the Communications & Investor Relations group packed 600 comfort kits to benefit survivors of the summer hurricanes that were evacuated to shelters.

November

Red Cross

In Janesville, WI, 60 team members from U.S. and Panama convened in Wisconsin for a meeting and prepared cards for the comfort kit builds for Veterans and volunteer thank you cards for the Red Cross.

November

Veteran Assistance

The Veteran's & Military Partner BRG packed 400 comfort kits to benefit homeless, disabled veterans in honor of Veteran's Day.

December

Children's Hospital

Team members volunteered to bring the winter holiday season to children hospitalized in the Texas Scottish Rite Hospital for Children in Dallas, TX.



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EDUCATION AND WORKFORCE DEVELOPMENT

Since 2001, Grainger has leveraged its passion for education and job training to create positive changes and new opportunities in our communities. We work with several non-profit organizations to build a foundation of new possibilities for highly motivated students based on need. We leverage the strength and support of our BRGs to partner with several organizations to provide guidance, funding and tools to students in our communities.

154

Grainger Tools For Tomorrow® Scholarships Provided in 2017



85

Participating Colleges

Giving

We invest in the future of the skilled trade workforce through our Grainger Tools for Tomorrow® scholarship program. Each year, Grainger works with the American Association of Community Colleges to offer two scholarships of \$2,000 each at participating community colleges in the U.S. The scholarships are awarded to students in skilled trade, public safety and supply chain programs. Half of the scholarships offered are earmarked for veterans of the U.S. Armed Forces. In addition to the scholarship, Grainger provides tools to students after they graduate to help them launch a successful career. Since 2006, Grainger has donated more than \$4.5 million to support technical education. In 2017, 85 schools participated and we provided 154 scholarships. This represents a 74 percent participation rate, which since 2006 has exceeded the national average of 60 percent.



\$4.5M+

Total support to Education and Workforce Development partners since 2006

Grainger Tools for Tomorrow®

On October 4, 2017, Grainger celebrated the success of the Grainger Tools for Tomorrow® scholarship program graduates at an event hosted by the Latino Business Resource Group in honor of the close of Hispanic Heritage Month at our Los Angeles DC in Mira Loma, CA. During the event, we presented scholarship recipients with certificates and celebrated our workforce development partnerships with local community colleges. Arcadio Ochoa, Director of the LADC, presented certificates to students from Chaffey College and Saddleback College.



PHOTO (FROM LEFT): Art Ochoa (Grainger), Kevin Kiner (Chaffey), Haven Griffin (Chaffey), Kyle Moeller (Saddleback), Raj Dhillon (Saddleback, Instructor), Rudy Juarez (Grainger) CREDIT: RENEE YOUNG

“I would like to extend to you my sincere gratitude to all at Grainger in presenting this award to Kyle Moller from Saddleback College. Your scholarship program is another great reason why our students continue their education. With Grainger’s kind generosity, the journey is made possible. This award has brought motivation and gratification, reminding our students that hard work does pay off. Thank you for recognizing the importance of education and for recognizing our students past and present as recipients of this award.”

RAJANPAL (RAJ) DHILLON
SR. TECHNICIAN, SADDLEBACK COMMUNITY COLLEGE





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Grainger continues to support its local communities through the Business Resource Group Community Fund. Since its inception in 2014, the Fund has aligned our BRGs with nonprofit partners to amplify the efforts of both. In 2017, we increased the effectiveness of this program by aligning BRG resources around one program area: workforce development. By encouraging the BRGs to collaborate, we believe we will strengthen the program and create even more meaningful outcomes.



Total support of Education and Workforce Development programs by the BRG Community Fund

In addition to an aligned program area, we have united the BRG Community Fund with another key initiative, our Executive Board Placement (EBP) Program. The EBP program provides high-potential executives an opportunity to refine and enhance their leadership skills, cultivate strong and strategic partnerships with local non-profits, and engage Grainger in civic activities that foster inclusion and diversity. Our goal with the EBP program is to leverage the valuable skills of our leaders with organizations that provide programs for community engagement, volunteer mobilization and team member development.

Grainger's EBP Program started in 2008, with eight executives serving on non-profit boards. This number has grown to 23 executives; eight of the organizations supported by the BRG Community Fund have a Grainger executive serving on their board.

One Million Degrees Four BRGs collaborated to support One Million Degrees (OMD) in 2017, including the African-American, Equality Alliance, Generational and Latino BRGs. OMD is dedicated to providing comprehensive support to low-income, highly-motivated community college students to help them succeed in school, work and life. From tutors and coaches to financial assistance and leadership development, OMD provides tools and resources that empower scholars to transform their lives. This year, Grainger became one of the largest providers of OMD coaches, with 26 team members serving as coaches to OMD scholars.

In 2017, Grainger sponsored OMD scholars from the College of Lake County (CLC) during a speed-networking event at our Lake Forest, IL, campus. Approximately 40 Grainger team members, some serving as OMD coaches, volunteered to hear and constructively critique the job interview skills of participating CLC students during an evening reception. This was the first such OMD event offered onsite at a corporation. The event was introduced by masters of ceremony Brent Tollison, Vice President of Commercial Sales, and Ben Nichols, Vice President of Government Sales, who serve on the boards of OMD and CLC, respectively.

i.c. stars Foundation This organization, supported by our Generational BRG, provides a rigorous technology-based workforce development and leadership training program for low-income adults, developing Chicagoland's most promising information technology talent with leadership goals and connecting them with career opportunities through partner organizations like Grainger. Historically, Grainger has supported a cohort of "stars" who are given a real business challenge to solve. Grainger then may recruit members of the cohort for roles in our organization. Nkosi White, now one of Grainger's End Point Analysts, participated in an i.c. stars program and has been employed at Grainger for 10 years.

In the spring and fall of this year, the Generational BRG invited "stars" to participate in a career day at Grainger's Chicago, IL, downtown campus. During the event, Grainger team members volunteered to share their career and development paths.





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Matching Gifts Program

The Grainger Matching Charitable Gifts Program aims to amplify our U.S. team members' personal community support. Through the program, the company offers a 3:1 match of eligible team member contributions (up to \$2,500 annually) to qualifying organizations.

The program places Grainger in an elite group of U.S. companies that match team members' contributions at this rate. Our intention is to encourage our team members to engage with the eligible non-profit organizations that matter most to them in their community.

Community Grant Program

The Company is proud to participate with The Grainger Foundation in the Grainger Community Grant Program (GCGP) to help address local community needs throughout the United States and Puerto Rico. Since its inception in 2007, the GCGP has made more than 6,700 grants, totaling \$54 million dollars.



Under the GCGP, Grainger's Branch/Operations Managers, Contact Center Directors and DC Directors identify charitable organizations in their local communities and make grant recommendations to The Grainger Foundation ranging from \$2,500 up to \$10,000. As a result of recommendations submitted throughout 2017, The Grainger Foundation made nearly 900 grants totaling \$5.8 million to a wide variety of organizations in the areas of health and human services, food banks, civic, disaster relief, and education. Human Service organizations represented the largest share of grants through the GCGP. The second largest was Community Service organizations.

The Grainger Foundation, an independent private foundation, was established in 1949 by William W. Grainger, the Company's founder.

Serving Our Communities Survey

Our team members' commitment to local communities is a key ingredient in the success of our community affairs program. As the program develops and grows with our team, we wanted to better understand how connected our team members are to the partners and programs we offer. In 2016, we surveyed 2,100 U.S. team members within the organization. Nearly 600 team members responded to the survey (approximately 33 percent of recipients). In 2017, we surveyed 2,100 team members to help identify how we could enhance the spirit of volunteerism in 2018. New questions were designed to solicit team member feedback about their experience with Grainger's 90th anniversary celebration activities.

More than half of team members surveyed indicated that volunteering improves their engagement, holding consistently at 61 percent from 2016. In addition, 52 percent of team member indicated that they participated in Grainger's volunteer program, up from 34 percent in 2016.





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Mexico Grainger Mexico found its way to give back to the community once again. During 2017, as an initiative of its Women's BRG and through their community affairs program, they called upon their team members to voluntarily support and assist women in need through maintenance services for a rehabilitation center for women with cancer as well as bringing support to a rehabilitation center for women with addictions, causing a positive effect to more than a hundred women and their families.

Team Mexico has also sponsored a local robotics team, TigreRobotics, with product to support their initiatives such as building arm prosthetics for children and taking part in various competitions such as FIRST®, with the goal of inspiring students to be science and technology leaders. During 2017, Grainger Mexico donated \$1.7 million pesos in product to the Red Cross to help during the tragic earthquake that shook the country. The team also donated an overall amount of \$114.8 million pesos to local nonprofit organizations in product; inspired 45 team members to participate in a blood donation program that helped saving 132 lives and continued with internal recycling, waste reduction and energy saving programs.



Working Mother Mexico recognized Grainger Mexico as one of the best companies that support working families in the country and for seeking equality in opportunities for female talent, especially that of working mothers. Also, for the fourth year in a row, the Mexican Center for Philanthropy recognized the company with the 2018 Empresa Socialmente Responsable Award. This group annually recognizes companies that demonstrate excellence in social responsibility and have a commitment to team members, investors, customers and their local communities.



PHOTO (LEFT, FROM LEFT): Rafael Vázquez, Miguel Salazar, Armando Bocanegra, Magdiel Martínez and Hector Pedraza from the TigreRobotics team. **PHOTO (RIGHT):** Grainger Mexico team members from the Women's Business Resource Group assist in maintenance and repair of a women's rehabilitation center.



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Canada Acklands-Grainger's efforts focus on three pillars of community investment: disaster preparedness, Aboriginal development and skilled trades. Acklands-Grainger is a national founding partner of Ready When the Time Comes®, a disaster preparedness program administered by the Canadian Red Cross. The program prepares employees of organizations to mobilize as a community-based volunteer force when disaster strikes. Acklands-Grainger supports the Canadian Aboriginal community through its support of the Canadian Council on Aboriginal Business, and supplier diversity, with its support of the Canadian Aboriginal and Minority Supplier Council. In 2017, Acklands-Grainger began supporting the skilled trades in Canada through its partnership with Skills Ontario, a Canadian leader in skilled trades development.

United Kingdom During 2017, Cromwell launched its "Charity of Choice Campaign" in which 46 percent of team members voted for Macmillan Cancer Support. The company also kick-started its partnership with the World's Biggest Coffee Morning, a fundraising event for people facing cancer. Team members all over the United Kingdom came together to show support by hosting their own Cromwell on-site Coffee Morning! This fantastic day consisted of raffles, cake bingo and more, raising the equivalent to 122 hours of funding for a Macmillan Nurse. Team Cromwell continued to raise money for great causes such as Comic Relief, Children in Need and Save the Children. In total Cromwell and the UK team raised nearly £5,000, exceeding the 2016 amount of just over £2,500.

China Grainger China focused on drives and donations in their local community in 2017. Team China collected more than 6 boxes of clothing and office supplies, which will be distributed to need-based organizations supporting children and adults. This donation represents the eighth round of donations organized over the past five years.



9k+

Total number of
volunteer hours

Europe Disaster struck in June and July of 2017, when wild fires ripped through central Portugal. Fabory team members stepped in to help people in Oliveira de Hospital, Arganil, Tondela, Penacova and Oleiros who had lost homes, belongings and employment as a result of the fires. The team collected food, building materials, furniture, kitchenware, clothing and personal hygiene products. They provided these items in person to families in need so they could begin rebuilding their lives.

Forward

WHAT'S COMING IN OUR 2019 REPORT

- Serving our Communities will be included in the People and Purpose pillar.
- Metrics will include greater information on company contributions and team member activation within our signature partnerships.

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102-1	General Disclosures	Name of the organization	W.W. Grainger Inc.
102-2	General Disclosures	Activities, brands, products, and services	Grainger At A Glance, Pages 6-11 Fact Book, Pages 1-8 Annual Report
102-3	General Disclosures	Location of headquarters	Lake Forest, Illinois
102-4	General Disclosures	Location of operations	Grainger At A Glance, Pages 6-7 Fact Book, Page 1 Annual Report Pages, 4-7
102-5	General Disclosures	Ownership and legal form	Annual Report Pages, 4-7
102-6	General Disclosures	Markets served	Grainger At A Glance, Pages 6-11 Fact Book, Pages 1-8 Annual Report
102-7	General Disclosures	Scale of the organization	Grainger At A Glance, Pages 6-11 Valuing Our People, Page 29 Fact Book, Pages 9-12 Annual Report Pages, 4-7
102-9	General Disclosures	Supply chain	Grainger At A Glance, Pages 6-11 Sustaining Our Environment, Page 31 , 37-39 Fact Book, Page 5 Annual Report, Page 6
102-10	General Disclosures	Significant changes to the organization and its supply chain	Annual Report Pages i-iii Fact Book, Pages 1-12
102-11	General Disclosures	Precautionary Principle or approach	Grainger does not have a position on the precautionary approach
102-12	General Disclosures	External initiatives	While Grainger has not endorsed any external initiatives, this report makes reference to several of the Global Reporting Initiative's (GRI) Standards for reporting purposes, and our CSR Working Group is working toward a report prepared in accordance with the GRI Standards
102-13	General Disclosures	Membership of associations	United States Chamber of Commerce National Association of Wholesalers
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102-21	General Disclosures	Consulting stakeholders on economic, environmental, and social topics	Letter from the Executive Sponsor, Page 5 Grainger At A Glance, Pages 7-10
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102-24	General Disclosures	Nominating and selecting the highest governance body	Operating Responsibly, Pages 17-18 Annual Report, Page 33 2018 Proxy Statement, Pages 1-36
102-25	General Disclosures	Conflicts of interest	Operating Responsibly, Pages 17-18 Annual Report, Page 33 2018 Proxy Statement, Pages 1-36
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102-27	General Disclosures	Collective knowledge of highest governance body	Operating Responsibly, Pages 17-18 2018 Proxy Statement, Pages 1-36
102-28	General Disclosures	Evaluating the highest governance body's performance	Operating Responsibly, Pages 17-18 2018 Proxy Statement, Pages 1-36



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102-31	General Disclosures	Review of economic, environmental, and social topics	2018 Proxy Statement, Pages 17, 24
102-32	General Disclosures	Highest governance body's role in sustainability reporting	Letter from the CEO, Page 4 Letter from the Executive Sponsor, Page 5 Operating Responsibly, Pages 16-17 2018 Proxy Statement, Pages 17, 24
102-33	General Disclosures	Communicating critical concerns	Grainger Investor Relations Website
102-34	General Disclosures	Nature and total number of critical concerns	Annual Report, Page 11
102-40	General Disclosures	List of stakeholder groups	Grainger At A Glance, Pages 6-11
102-42	General Disclosures	Identifying and selecting stakeholders	Grainger At A Glance, Pages 6-11
102-43	General Disclosures	Approach to stakeholder engagement	Grainger At A Glance, Pages 6-11
102-44	General Disclosures	Key topics and concerns raised	Grainger At A Glance, Pages 6-11
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102-46	General Disclosures	Defining report content and topic boundaries	Grainger At A Glance, Page 6
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102-48	General Disclosures	Restatements of information	Sustaining Our Environment, Page 31
102-49	General Disclosures	Changes in reporting	None
102-50	General Disclosures	Reporting period	January 1, 2017 - December 31, 2017
102-51	General Disclosures	Date of most recent report	May, 2017
102-52	General Disclosures	Reporting cycle	Annual
102-53	General Disclosures	Contact point for questions regarding the report	Sarah Power
102-54	General Disclosures	Claims of reporting in accordance with the GRI Standards	While Grainger does not make any claims as to the use of external initiatives in preparation of this report, this report makes reference to several of the Global Reporting Initiative's (GRI) Standards for reporting purposes, and our CSR Working Group is working toward a report prepared in accordance with the GRI Standards
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201-2	Economic Performance	Financial implications and other risks and opportunities due to climate change	Annual Report, Item 1A, Pages 7-10
201-3	Economic Performance	Defined benefit plan obligations and other retirement plans	Annual Report, Pages 56-60
203-2	Indirect Economic Impacts	Significant indirect economic impacts	2016 Proxy Statement, Section, Page X
205-1	Anti-corruption	Operations assessed for risks related to corruption	Operating Responsibly, Page 13
205-2	Anti-corruption	Communication and training about anti-corruption policies and procedures	Operating Responsibly, Page 13
205-3	Anti-corruption	Confirmed incidents of corruption and actions taken	None, Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
206-1	Anti-competitive Behavior	Legal actions for anti-competitive behavior, anti-trust, and monopoly practices	None, Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
Environmental			
301-1	Materials	Materials used by weight or volume	Sustaining Our Environment, Page 36
301-2	Materials	Recycled input materials used	Sustaining Our Environment, Page 35
301-3	Materials	Reclaimed products and their packaging materials	Sustaining Our Environment, Page 35
302-1	Energy	Energy consumption within the organization	Sustaining Our Environment, Pages 32-34
302-2	Energy	Energy consumption outside of the organization	Sustaining Our Environment, Page 39
302-3	Energy	Energy intensity	Sustaining Our Environment, Pages 32-34
302-4	Energy	Reduction of energy consumption	Sustaining Our Environment, Pages 32-34
302-5	Energy	Reductions in energy requirements of products and services	Sustaining Our Environment, Pages 37-38



DISCLOSURE NUMBER	GRI STANDARD TITLE	DISCLOSURE TITLE	PAGE NUMBER OR DATA POINT
Environmental (continued)			
303-1	Water	Water withdrawal by source	Sustaining Our Environment, Page 36
303-2	Water	Water sources significantly affected by withdrawal of water	Sustaining Our Environment, Page 36
303-3	Water	Water recycled and reused	Sustaining Our Environment, Page 36
305-1	Emissions	Direct (Scope 1) GHG emissions	Sustaining Our Environment, Page 32
305-2	Emissions	Energy indirect (Scope 2) GHG emissions	Sustaining Our Environment, Page 32
305-3	Emissions	Other indirect (Scope 3) GHG emissions	Sustaining Our Environment, Page 39
305-4	Emissions	GHG emissions intensity	Sustaining Our Environment, Page 32
305-5	Emissions	Reduction of GHG emissions	Sustaining Our Environment, Page 32
306-1	Effluents and Waste	Water discharge by quality and destination	Sustaining Our Environment, Page 36
306-2	Effluents and Waste	Waste by type and disposal method	Sustaining Our Environment, Page 36
306-3	Effluents and Waste	Significant spills	None, Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
306-5	Effluents and Waste	Water bodies affected by water discharges and/or runoff	None, Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
307-1	Environmental Compliance	Non-compliance with environmental laws and regulations	None, Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
308-1	Supplier Environmental Assessment	New suppliers that were screened using environmental criteria	Sustaining Our Environment, Page 39 2017 CSR Report Operating Responsibly, Page 14
308-2	Supplier Environmental Assessment	Negative environmental impacts in the supply chain and actions taken	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
Social			
403-1	Occupational Health and Safety	Workers representation in formal joint management-worker health and safety committees	Valuing Our People, Pages 21-22
403-2	Occupational Health and Safety	Types of injury and rates of injury, occupational diseases, lost days, and absenteeism, and number of work-related fatalities	Valuing Our People, Page 20 No fatalities in 2017.
403-3	Occupational Health and Safety	Workers with high incidence or high risk of diseases related to their occupation	Grainger has not identified any operations with high incidence or risk of disease related to occupation
404-1	Training and Education	Average hours of training per year per employee	Valuing Our People, Pages 21, 24
404-2	Training and Education	Programs for upgrading employee skills and transition assistance programs	Valuing Our People, Pages 23-28
404-3	Training and Education	Percentage of employees receiving regular performance and career development reviews	Valuing Our People, Page 25
407-1	Freedom of Association and Collective Bargaining	Operations and suppliers in which the right to freedom of association and collective bargaining may be at risk	Grainger has not identified any operations where the right to freedom of association is at risk.
408-1	Child Labor	Operations and suppliers at significant risk for incidents of child labor	Grainger has not identified any operations where there are significant risks of child labor.
409-1	Forced or Compulsory Labor	Operations and suppliers at significant risk for incidents of forced or compulsory labor	Grainger has not identified any operations where there are incidents of forced or compulsory labor.
410-1	Security Practices	Security personnel trained in human rights policies or procedures	Grainger has not identified any operations where there are significant risks of human rights violations.
411-1	Rights of Indigenous Peoples	Incidents of violations involving rights of indigenous peoples	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
412-1	Human Rights Assessment	Operations that have been subject to human rights reviews or impact assessments	2017 CSR Report Operating Responsibly, Page 15
412-2	Human Rights Assessment	Employee training on human rights policies or procedures	Operating Responsibly, Pages 13-14
412-3	Human Rights Assessment	Significant investment agreements and contracts that include human rights clauses or that underwent human rights screening	Operating Responsibly, 2017 CSR Report, Page 9
413-1	Local Communities	Operations with local community engagement, impact assessments, and development programs	Serving our Communities, Pages 40-50
413-2	Local Communities	Operations with significant actual and potential negative impacts on local communities	Grainger has not identified any operations where there are significant actual or potential negative impacts on local communities.
414-1	Supplier Social Assessment	New suppliers that were screened using social criteria	Operating Responsibly, 2017 CSR Report, Page 9
414-2	Supplier Social Assessment	Negative social impacts in the supply chain and actions taken	Grainger has not identified any negative social impacts in the supply chain
418-1	Customer Privacy	Substantiated complaints concerning breaches of customer privacy and losses of customer data	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017
419-1	Socioeconomic Compliance	Non-compliance with laws and regulations in the social and economic area	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017

*This index makes reference to the Global Reporting Initiative's GRI Standards. Although we reference the GRI Standards to provide context to our report, our report has not been prepared in accordance with the GRI Standards





2018 Corporate Social Responsibility Report

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End-to-End Solutions

Upgrade your interior and exterior lighting for maximum energy efficiency without disrupting your business.

Energy-Efficient Lighting Solutions

The Grainger Lighting Solutions team serves as your resource to help implement a comprehensive lighting retrofit of your facility through its network of qualified, insured and licensed service partners. Working closely with you, our service partners will help identify and facilitate the installation of energy-saving lighting measures that will help benefit your bottom line with minimal disruption to your business. Our service partners will also help you secure applicable incentives and rebates for your energy-saving project.

Benefits to Your Business

- Reduced operating costs
- Upgraded infrastructure
- Warranties on new equipment
- Lowered operational risk
- Avoided maintenance expenses
- Reduced facility carbon footprint
- Improved quality of light
- Improved payback and ROI targets

Comprehensive Services

- Interior and exterior applications
- Audit and financial analysis
- Material, contractor and project management
- Installation by qualified, insured and licensed service partners
- Administration of utility rebates
- Disposal and recycling



Lighting retrofits simply make dollars and sense!

Let us help facilitate a proposal for your consideration.

We're confident you'll see value in retrofitting your facility with help from the Grainger Lighting Solutions team.



Save Money. Live Green.

graingerlightingsolutions.com
866-597-1330

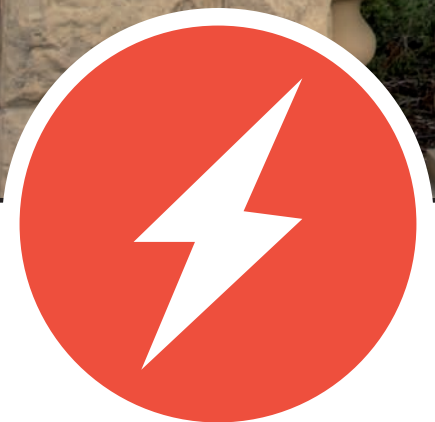
GRAINGER[®]

Lighting Solutions

HVAC

Energy Savings Guide

Your tool to saving energy and costs
in your HVAC system



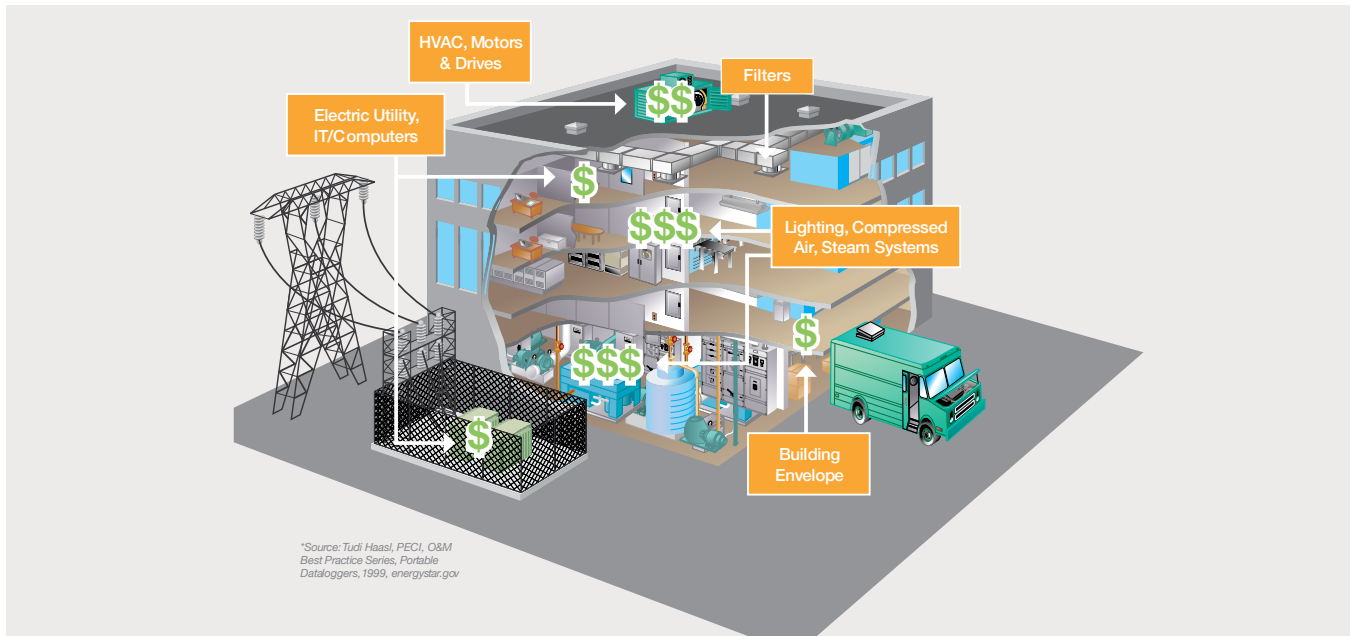
GRAINGER
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**SUSTAINABILITY
SOLUTIONS** 

Addressing the Energy Dilemma

Energy demand and cost is on the rise. As federal and international regulations continue to develop to help reduce our global carbon footprint, a viable solution is critical for businesses and facilities to remain productive.

For a typical commercial facility, after Lighting/Compressed Air/Steam Systems, HVAC Systems/ Filters and Motors and Drives represent the largest opportunity for energy savings. By addressing these elements, you can help address the energy dilemma and increase your productivity.

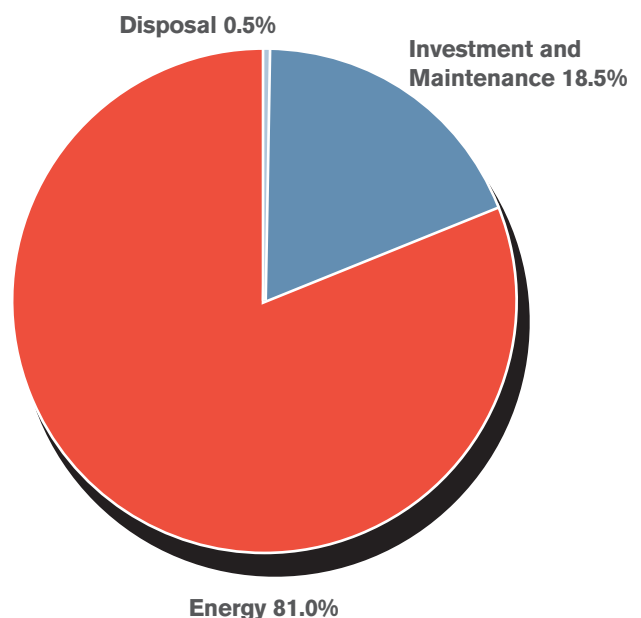


Source: Tudi HaasI, PECl, O&M Best Practice Series, Portable Dataloggers, 1999, energystar.gov
Air Filtration—A Case in Point

Life Cycle Cost Components of Filters

Air filtration is a significant opportunity for cost savings as energy accounts for over 80% of the life cycle cost. While the original investment in purchase and ongoing maintenance are important factors, energy is by far the most important component.

Source: Carlsson, Thomas; "Indoor Air Filtration: Why Use Polymer Based Filter Media", Filtration and Separation, Volume 38 #2, March 2001, pp 30-32



Cost of Air Filtration

Don't wait. Start saving energy now with a high efficiency air filtration system. Replacement of cartridge filters with high efficiency filters could result in significant energy savings, and it's also easy to implement. In the example below, replacement with high efficiency filters delivered **annual energy savings of \$125.78 per filter**. Multiply that saving by the number of filters in your facility—and realize significant energy savings.

Assumptions	High Efficiency V-Bank Minipleat	Cartridge
CFM: Volume of Air (ft.3/min)	2,000	2,000
Ce: Cost of Power (\$/kWh)	0.128	0.128
T: Time Period (hrs.)	8,760	8,760
Ki: Motor and Blower Efficiency	65.0%	65.0%
ISP: Initial Filter Resistance (w.g.)	.34	.65
Cp: Annual Energy Cost of Operation (\$/yr.)*	\$137.94	\$263.72
Annual Energy Cost Savings	\$125.78/filter	

$$*C_p = \frac{CFM \times (5.2 \times ISP) \times .746 \times C_e \times T}{33,000 \times K_i}$$

Source: www.grainger.com/airhandler

Reduce Load, Reduce Energy Use in Your HVAC System

Reducing your HVAC's system's load is key to energy savings. Reducing HVAC load can help existing systems operate less frequently and allow newer systems to be more efficient. Here are some common strategies to help save energy:

Tighten up your building envelope

- Perform regularly scheduled maintenance
 - Replace air filters
 - Inspect ductwork and piping for leakage or damaged insulation
- Evaluate motor and drive performance to help optimize productivity
 - Consider variable frequency drives on air handling units, cooling tower fans and chilled water pumps
 - Inspect and replace belts
- Inspect and repair leaking or sticking steam traps
- Check door openings and window seals, and plug leaks with weather stripping and caulking

Meter and control

- Choose simple, integrated meters to track energy use
- Upgrade to "smart" thermostats

Simple Energy Savings Solution: High Performing Air Filters

Heating and cooling buildings typically accounts for 40% of the total energy bill. *Source: www.sba.gov*
The less resistance a filter causes, the less work a motor needs to exert in order to maintain the required airflow. This results in a reduction in the motor's energy consumption. Managing filter resistance while maintaining your required efficiency for air quality can save both time and money.

A simple and effective way to ensure your HVAC system is energy efficient is with high performing air filters. Significant energy savings are possible due to low pressure drop. Low pressure drop is achieved through highly refined electrostatically charged media, open filtration media structure, and high surface area design.

Pleated filters are a good choice for applications that require high efficiency with low initial pressure drop. High efficiency pleated filters contain media that is folded like an accordion, which allow for greater surface area and lower resistance to air flow. They are available in standard size pleats or mini-pleats.

In the example below, use of MERV 7 pleated filters generated an annual energy cost savings of \$52.74/filter vs an HC Pleat. The potential energy savings per filter (Cp) used the calculation created by ASHRAE. Variables in the calculation include the volume of air to be filtered (CFM), the initial filter resistance (ISP), the cost of power (Ce), the time period for analysis (T) and the motor and blower efficiency (Ki).

Assumptions	MERV 7 Pleat	HC Pleat
CFM: Volume of Air (ft3/min)	2,000	2,000
Ce: Cost of Power (4/kWh)	.128	.128
T: Time Period (hrs)	8,760	8,760
Ki: Motor and Blower Efficiency	65.0%	65.0%
ISP: Initial Filter Resistance (e.g.)	.17	.30
Cp: Annual Energy Cost of Operation	\$68.97	\$121.72
Annual Energy Cost Savings	\$52.74	

Source: www.grainger.com/airhandler



11Z806
V-Bank Air Filter



2GFG5
Mini-Pleat Air Filter



Case Study: New HVAC Filtration System Yields \$1.8MM in Annual Energy Savings for Leading University

In an effort to save energy costs, the HVAC team of a leading university conducted a pilot study at a 245K square foot campus facility. The new filtration system eliminated a pre-filter and incorporated 3M™ V-Bank with Gasket (MERV A15) as the exclusive filter. The new system delivered an estimated energy savings of \$29,532, as well as reduced labor and disposal costs with annual filter replacement vs quarterly replacement. Based on the success of this pilot, the HVAC team expanded the filtration system campus-wide (15 MM square feet), generating an annual energy savings of \$1.8MM for the university.



19F681
3M™ V-Bank Air Filter MERV A15/16
 Initial dP of .26

Measure	Existing System	New System	Annual Savings
Square Footage	245,000	245,000	
Number of Filters	125	125	
Annual Filter Cost	\$10,625	\$22,000	-\$11,375
Annual Energy Cost	\$48,113	\$18,581	\$29,532
Annual Labor Cost	\$2,241	\$448	\$1,792
Annual Disposal Cost	\$313	\$188	\$125
Estimated Annual Total Cost of Ownership	\$61,291	\$41,217	\$20,074

Source: 3M Filtration

Auditing Steam Traps—Key to Energy Savings

Facilities depend on steam systems to deliver thermal energy that is clean, dry, and in some instances, even sterile. Sterilizers, coils and water heaters are critical components in health care, industrial, and food processing facilities. But since steam traps are open-ended valves, leaks and losses can pass unnoticed, representing significant energy losses. Replacing failed steam traps provides a quick and easy return on investment in energy savings alone. The following example demonstrates a \$16,500 payback on an energy audit and trap replacement for a facility with 100 steam traps; these savings are multiplied over the course of subsequent years.

Input	Value
# of Total Steam Traps	100
Steam Trap Failure Rate	10%
Failed Steam Traps	10
Average Trap Failure Energy Cost/Trap	\$2,500
Total Estimated Lost Energy Cost	\$25,000
Inspection Program	(\$3,500)
Replacement/Installation of New Steam Traps	(\$5,000)
Energy Savings	\$16,500

Source: Thermo-Diagnostics



35PD79
Heat Shield for Steam Trap



4NU72
Steam Trap

Thermal Blanket–Quick Return on Investment

For existing steam systems, installation of thermal blankets where insulation has been removed or never existed generates immediate energy savings. With quick installation or quick removal/re-installation, the highly functional thermal blanket systems from Grainger can address problem insulation areas.

In the example below with installation of 53 thermal blankets, energy savings were over \$36K, with a payback less than a year. Over the course of a 15-year life, estimated energy savings are over \$500K.

Assumptions	\$'s
Energy Savings	
Total Operating Energy Cost – No Thermal Blanket	\$40,483.36
Total Operating Energy Cost – With Thermal Blanket	\$4,284.00
Total Operating Energy Savings with Thermal Blanket	\$36,199.86
Thermal Blanket System Installation	
Thermal Blanket Installations	53
Thermal Blank System Cost	\$21,363.25
Labor for Installation	\$2,160.00
Total Project Cost	\$23,523.25
Payback (Months)	8.24
Lifetime Energy Savings (15 year life)	\$519,474.65

Source: Shannon Enterprises of W.N.Y. Inc.



**35PF31
Acoustic Blanket**

Fans and Ventilators— Moving Air, Generating Savings

Keeping the air in your facilities moving can save energy. Upblast, downblast and inline fans can be used to achieve this goal and when paired with a direct-drive electronically commutated (EC) motor, you can decrease ventilation energy costs by up to 40-60%. These units are also fully speed controllable, helping to increase savings even more. Energy-efficient powerpacks are available to easily convert upblast belt drive or direct-ventilators to direct-drive EC.

Side by Side Comparisons EC Motor vs Belt Drive

At 1500 RPM, the EC Motor has a 25% energy savings over the traditional belt drive. If the speed is adjusted to 1000 RPM, there is an impressive 45% energy savings.

Measure	EC Motor	Belt Drive	EC Motor	Belt Drive
RPM	1,500	1,500	1,000	1,000
Watts	480	640	180	330
Energy Savings	25%		45%	

EC Motor vs Direct Drive PSC

At full speed, the EC Motor fan has about 20% energy savings over the Direct Drive PSC Motor. When the speed is turned down 30%, the EC Motor’s efficiency remains constant, where the efficiency of the Direct Drive PSC Motor drops significantly. This represents about 70% in energy savings.

Measure	EC Motor	Direct Drive PSC	EC Motor	Direct Drive PSC
RPM	1,720	1,720	1,200	1,200
Watts	220	270	75	260
Energy Savings	20%		70%	

Source: Dayton/Solutions for Air



5DVT4
Downblast Vent, Direct Drive

Meter, Control and Save

Automatic metering systems provide a snapshot of energy use and demand with dynamic dashboards to display building operation and energy consumption information. For example, an energy dashboard may show that a building's ventilation system is over consuming. An easy solution is to reduce motor speed by only a few Hz to curb consumption with no impact on performance. Automatic metering combined with automation and control systems, variable speed motors, smart thermostats and time-programmable HVAC systems help ensure a building only uses the energy it needs.

Metering, when acted on, helps:

- Reduce energy use by up to 5% to 15%
- Meet sustainability initiatives
- Eliminate or shift energy spikes to off peak hours

Source: 2003 interview by William Feldman with Jean Lupinacci, director of the Commercial and Industrial Branch of Energy Star® at the EPA



12V820
Energy Meter



19C696
Three-Phase Meter



23AU10
Motor



6PYH5
Power Meter

Thermostat upgrades

Grainger offers a new generation of “smart” thermostat control equipment, systems and service solutions that make use of the latest technological advances.

Wi-Fi connected thermostats are making their way into buildings of all types and sizes due to their convenience and cost-savings benefits. A Wi-Fi connected thermostat makes it easy to reduce energy costs; just by turning the temperature back a few degrees when a building is empty can result in up to 30% energy savings. With “smart” thermostat control equipment, you have the convenience of controlling the environment in your building from anywhere to reduce wasteful heating and cooling and realize energy savings.

Source: Emerson



30ZZ03
Wi-Fi Connected
Thermostat



30PL32
Wi-Fi Connected
Thermostat



Case Study: Pioneering Energy Efficiency Project Projected to Deliver over \$27MM in Energy Savings

A 700+ bed hospital sought innovative ways to provide facility improvements while realizing energy savings. Following an exhaustive on-site audit, over 180 individual solutions were implemented to reduce energy consumption, including:

- Full overhaul of the HVAC system including installation of variable speed drive and automated monitoring and control of air handling units and pumps
- Improved metering and monitoring of electricity, gas, and steam
- Building management systems upgrade

This project is projected to deliver over \$27MM in energy savings over the next 20 years by reducing energy consumption by more than 40%.

Source: Schneider Electric

Motor Productivity and Energy Savings

Motors are essential for controlling an HVAC system; 85% of motors help control pumps, fans and compressors. They are also significant consumers of energy, consuming approximately 30% of energy of a building.

Source: Zachary Shahan, Electric Motors Use 45% of Global Electricity, 2011, cleantechnica.com

Variable Frequency Drives for Improved Motor Productivity

A VFD adjusts a motor output for peak demand and low demand so you can get the most out of your motor while saving energy. A VFD can improve energy savings up to 70%; these saving are achieved by operating in conjunction with a Building Automation System (BAS) or independently through its internal Proportional+Integral+Derivative (PID) capabilities. A VFD is ideal for applications where speed control is critical, such as when operating compressors, pumps and fans.

Source: Mark Gmitro, Pump Energy Savings with VFDs, 2009, sustainableplant.com



**14L808
Variable
Frequency
Drive**

V-Belts for Motors' Energy Efficiency and Life

Adoption of these three steps will help improve your motor's energy efficiency and life:

- Use Raw Edge Cogged V-Belts. Raw edge cogged v-belts grip the sheave sidewalls better than wrapped v-belts, helping to minimize slip and improve efficiency
- Replace Worn Sheaves. Sheaves with as little as 1/32" of wear may cause your v-belts to slip excessively
- Tension V-Belts Properly. The proper tension is the lowest tension at which the v-belts won't slip or squeal under peak load



**6A118
AX35 Cogged
V-Belt**



**10Y311
V-Belt/Sheave
Groove Gauge**



**6AGK7
V-Belt Tension
Checker**

RESOURCES

Department of Energy
energy.gov

EnergyStar®
energystar.gov

United States Environmental Protection Agency
epa.gov

HVAC Energy Management Products
grainger.com/hvac

PRODUCTS

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Lower Energy Costs

Help reduce monthly costs with efficiency solutions.



Update your business operations for maximum efficiency without disrupting your business with Grainger's network of qualified, insured and licensed service providers.*

Facility Upgrade Solutions

The Grainger Energy Services team serves as your resource to help identify and implement a wide range of energy- and water-efficient solutions for your business through its network of qualified, insured and licensed service providers. Working closely with you, our service providers can help identify and facilitate the installation of energy- and water-saving measures to help benefit your bottom line with minimal disruption to your business. Our service providers can also help you secure applicable incentives and rebates for your energy- and water-saving projects.

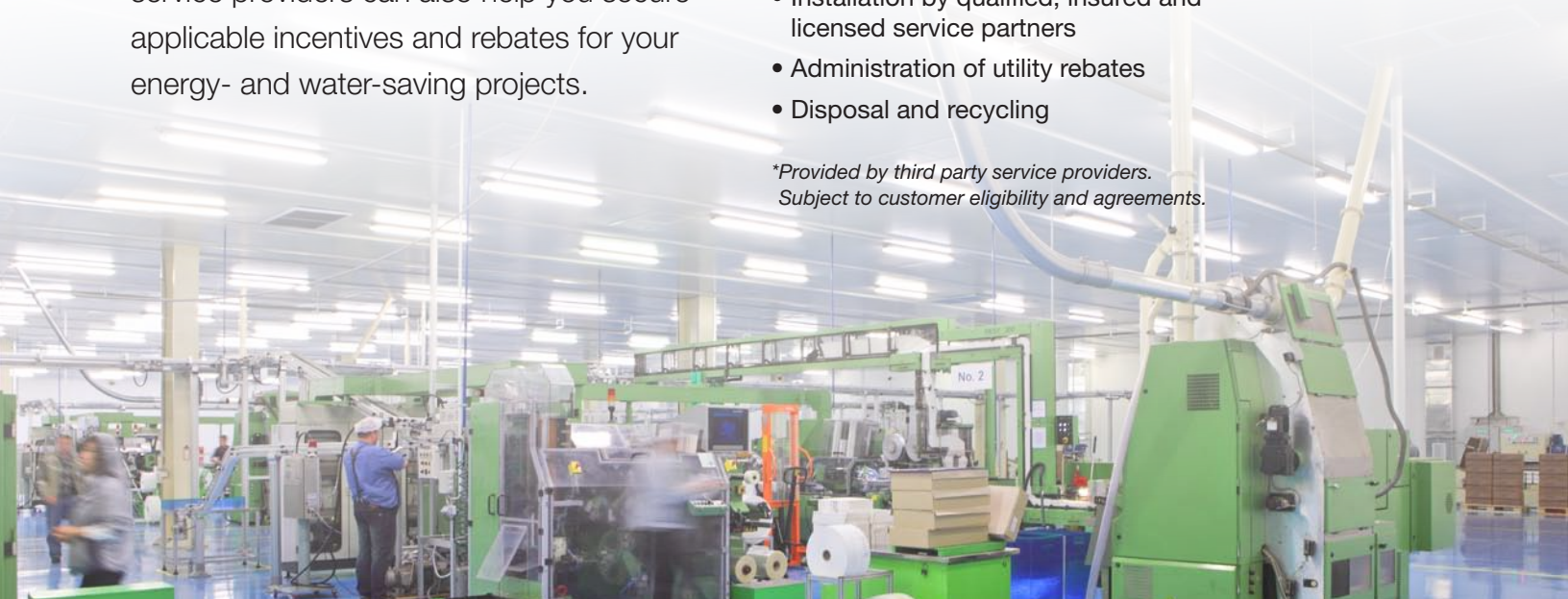
Potential Benefits to Your Business

- Improved use of energy and water
- Improved payback and ROI targets
- Reduced operating costs
- Upgraded infrastructure
- Warranties on new equipment
- Lowered operational risk
- Avoided maintenance expenses
- Reduced facility carbon footprint

Comprehensive Services*

- Multiple energy- and water-saving solutions
- Audit and financial analysis
- Material, contractor and project management
- Installation by qualified, insured and licensed service partners
- Administration of utility rebates
- Disposal and recycling

**Provided by third party service providers.
Subject to customer eligibility and agreements.*



graingerenergyservices.com
866-597-1330

GRAINGER[®]
Energy Services

5 Questions to Ask Yourself

- 1 Does your facility have older, less energy- and water-efficient products?
- 2 Does your facility have longer operating hours or heavy water usage?
- 3 Would you like to reduce your energy and water bills while improving the performance of your operation?
- 4 Are you interested in learning about incentives available to your facility for energy-saving projects?
- 5 Are you interested in enhancing your property's value?

If you would like more information, or to see if your facility qualifies for an on-site evaluation, call us at 866-597-1330 or contact your Grainger Rep to learn how you can benefit from these energy- and water-saving services.

Energy Services Multi-Measure Solutions

Through our network of third party service providers, you can find a wide array of services which include auditing, specifying, supplying, installing, commissioning and utility rebate processing for your energy- and water-saving projects.



Let us help facilitate a proposal for your consideration.

We're confident you'll see value in upgrading your facility with help from the Grainger Energy Services team.



GRAINGER SERVICES NETWORK

TECHNICIAN SKILL & SAFETY TRAINING

Take advantage of quality training seminars led by an industry-experienced, certified team of third-party instructors. Participants receive hands-on safety and industrial skills development that can be applied on the job immediately. Training can be scheduled on-site at customer locations or off-site at scheduled locations across the U.S.

COMPLIANCE – ELECTRICAL

- 1910.269 Electrical Safety for Power Generation, Transmission & Distribution
- 2015 NFPA 70E/Arc Flash Electrical Safety
- 2018 NFPA 70E/Arc Flash Electrical Safety
- 2017 National Electrical Code
- 2017 NEC Practical Applications for Building & Facilities
- Electrical Safety: Hands-On Practical Skills Application
- Electrical Systems in Hazardous Locations
- Grounding & Bonding of Electrical Systems
- Life Safety Code® (NFPA 101)
- National Electric Safety Code
- NFPA 110: Standby Power Generation
- NFPA 70B: Electrical Equipment Maintenance
- NFPA 72: National Fire Alarm & Signaling Code
- NFPA 79: Electrical Standard for Industrial Machinery
- NICET Levels I & II

COMPLIANCE – MECHANICAL

- Confined Space Entry
- DOT Hazardous Materials
- Fall Arrest/Fall Protection Training
- Hazardous Waste Operations (HAZWOPER)
- Hoisting & Rigging
- Natural Gas Maintenance & Safety
- Plumbing Standards

HVAC

- Advanced Air Conditioning & Refrigeration
- Air & Water Balancing
- Air Conditioning & Refrigeration
- Balancing of Water & Air Systems
- Boilers: A Technical & Operational Workshop
- Brazing for HVAC
- Chillers: Operation & Maintenance of Chilled Water Systems
- Heating & Ventilation

ELECTRICAL

- Advanced Transformers Maintenance & Testing
- Battery Maintenance & Testing
- Cable Fault Location & Tracing
- Cable Splicing & Termination Medium Voltage
- Cable Testing & Diagnostics
- Circuit Breaker Maintenance Low & Medium Voltage
- Electric Motors: Understanding & Troubleshooting
- Electrical Maintenance & Testing Training
- Electrical Print Reading
- Fiber Optic Training
- Industrial Electricity Basics
- Industrial Electronics & Circuits
- Infrared Thermography
- Instrumentation & Process Control
- PLC: Siemens Step 7
- PLC: Allen-Bradley ControlLogix®
- PLC: Automation Systems
- PLC: Programmable Logic Controllers
- Protective Relay Maintenance Basic & Advanced (Mechanical)
- Protective Relay Maintenance Generator
- Protective Relay Maintenance Solid State
- Substation Maintenance 1 & 2
- Transformer Maintenance & Testing
- Troubleshooting Electrical Control Circuits
- Tuning DDC/Process Control Loops
- Variable Frequency Drives



MECHANICAL

- Backflow Prevention & Cross-Connection Control
- Ball Screw Applications & Techniques
- Bearings & Lubrication Principles
- Centrifugal Pumps
- CNC: Computer Numeric Controls – Troubleshooting
- Conveyor Systems
- Hydraulics Training & System Troubleshooting
- IFPS Connector & Conductor Certification Review Training
- IFPS Industrial Hydraulic Mechanic Certification Review Training
- IFPS Industrial Hydraulic Specialist Certification Review Training
- IFPS Industrial Hydraulic Technician Certification Review Training
- IFPS Mobile Hydraulic Mechanic Certification Review Training
- IFPS Mobile Hydraulic Technician Certification Review Training
- IFPS Pneumatic Specialist Certification Review Training
- Infrared Thermography
- Machine Tool Alignment: 3-Axis Alignment
- Machine Tool Alignment: 5-Axis Alignment
- Machine Tool Alignment: Concepts
- Machine Tool Alignment: Positioning & Accuracy
- Mechanical Drives/Power Transmission
- Pneumatic: Electro-Pneumatics Training
- Pneumatic: Industrial Mechanical Systems
- Predictive Maintenance
- Shaft Alignment with Laser Alignment
- Ultrasonic Testing
- Vibration Analysis
- Welding Certification, Principles & Procedures

NOTE: These services are not available to government customers.

FOR MORE INFORMATION, CONTACT YOUR GRAINGER REP OR CALL 1-800-GRAINGER

GRAINGER SAFETY SERVICES NETWORK

Grainger's network of health and safety service providers is committed to providing you with quality, cost-effective on-site and online services.

Consisting of a highly trained network of Certified Industrial Hygienists (CIH) and Certified Safety Professionals (CSP), as well as other safety and health professionals, Grainger possesses the expertise and resources to provide training, on-site testing and auditing, and web-based tools designed to aid in your occupational safety and health programs on a national scale.



AIRBORNE CONTAMINANTS & NOISE

Audits & Assessments

- Audiometric Testing/Re-Testing
- Employee Exposure Monitoring
- Environmental Compliance Audits
- Hearing - Ear Fit Test
- Hearing Loss Determinations (Work Related) - Audiologist Reviewed
- Indoor Air Quality Assessments
- Industrial Hygiene Assessments
- Noise Surveys (Sound Survey)
- Online Respirator Medical Clearance Testing
- Pulmonary Function Testing

Respirator Fit Testing

- Respirator Fit Testing (Medical Health Questionnaire) - Physician Reviewed

- Silica Dust Exposure Compliance

- Ventilation System Testing

Program Development

- Equipment Specific Procedure Development (Occupational Health Hazards)

Training

- Asbestos Awareness Training
- Hearing Protection Training
- Respirator Training

ARC FLASH/ELECTRICAL SAFETY

Audits & Assessments

- Arc Flash Analysis
- Electrical Safety Assessments

Program Development

- Equipment Specific Procedure Development (Electrical Safety)

Training

- 2015 NFPA 70E/Arc Flash Electrical Safety Training
- 2017 National Electrical Code Training
- 2018 NFPA 70E/Arc Flash Electrical Safety Training
- Arc Flash (NFPA 70E) Training

ARC FLASH/ELECTRICAL SAFETY Continued

Training

- 1910.269 Electrical Safety for Power Generation, Transmission & Distribution Training
- Electrical Safety Training
- Electrical Safety: Hands-on Practical Skills Application Training
- Electrical Systems in Hazardous Locations Training
- Electrical: NICET Levels I & II Training
- Grounding & Bonding of Electrical Systems or Vacuum Trucks Training
- National Electric Safety Code Training
- NFPA 101: Life Safety Code® 2012 Edition Training
- NFPA 110: Emergency & Standby Power Systems Training
- NFPA 70B: Electrical Equipment Maintenance Training
- NFPA 72: National Fire Alarm & Signaling Code 2019 Edition Training
- NFPA 79: Electrical Standard for Industrial Machinery 2019 Edition Training
- NFPA 99: Standard for Health Care Facilities 2012 Edition Training

CONFINED SPACE

Audits & Assessments

- Confined Space Identification/Audits

Program Development

- Equipment Specific Procedure Development (Confined Space)

Training

- Confined Space Entry & Rescue Training

DIGITAL SAFETY TOOLKIT

Digital EHS Tools

- Incident & Inspection Management
- Learning Management
- Occupational Health
- SDS Management
- Safety Assessments
- Specialized Training

EMERGENCY PLANNING & RESPONSE

Audits & Assessments

- Backflow System Inspection & Service
- Emergency Light & Exit Lights Inspections & Service
- Fire Alarm System Design & Installation*
- Fire Alarm System Inspection & Service
- Fire Barrier Inspection & Repairs
- Fire Damper Inspection & Repairs
- Fire Door Inspection & Repairs
- Fire Extinguisher Inspections & Service
- Fire Protection Assessment & Testing (Sprinkler Systems)
- Fire Protection Design & Installation (Sprinkler Systems)*
- Fire Protection Inspection, Testing & Maintenance (Sprinkler Systems)
- Fire: Special Hazard Fire Suppression System Design & Installation*
- Fire: Sprinkler Line Compliance Management & Repairs
- Kitchen Hood Suppression System Inspection & Service
- Photo Luminescent Markings Inspection & Installation
- Special Hazard Fire Suppression System Design & Installation*

Exercise & Workshop

- Active Shooter Practical Exercise
- Business Continuity Planning Workshop
- Homeland Security Exercise Evaluation Program (HSEEP) Exercises

Program Development

- Emergency Evacuation Plans
- Emergency Operations Plan

Training

- Active Shooter Training
- Fire Barrier Management Training
- Fire Extinguisher Training
- Incident Command System (ICS) Training
- Pandemic Response/Personal Protective Equipment Training

* Services are only available through Grainger third-party provider.

Contact Your Grainger Rep for Details, Availability and Eligibility



GRAINGER SAFETY SERVICES NETWORK

EMERGENCY PREPAREDNESS SERVICE

Healthcare Industry Specific

Aggression Management Training
Behavioral Health Product Installation
Emergency Management Program Assessments (Accreditation Audits)
Hazardous Materials Awareness Level Training
Healthcare All-Hazards Evacuation Plan
Healthcare All-Hazards Evacuation Training
Healthcare Business Continuity Planning (Continuity of Operations Plan)
Healthcare Evacuation Exercise
Healthcare Security Assessment (Focused-Full)

Hospital Command Center (HCC) Workshop

Hospital Decontamination Practical Exercise
Hospital First Receiver Decontamination Training
Hospital Incident Command System (HICS) Essentials Training
Hospital Incident Command System (HICS) Workshop

Loss of Community Support (96-hour) Plan

ENVIRONMENTAL SAFETY HAZARDS

Audits & Assessments

Combustible Dust Surveys
Heat Stress Assessment (Temperature Stress)

Program Development

Equipment Specific Procedure Development (Environmental Safety Hazards)

Training

Hot Work Training (Welding, Oil & Gas)

ERGONOMICS

Audits & Assessments

Ergonomics Assessments

Training

Ergonomics Awareness Training

LOCKOUT/TAGOUT

Audits & Assessments

Lockout/Tagout Assessments

Program Development

Equipment Specific Procedure Development (Lockout/Tagout)

Software

LINK360 Safety Compliance Software

eLOTO Lockout Procedure Software

Training

Lockout/Tagout Training

MACHINE GUARDING

Audits & Assessments

Machine Guarding Audits

Full Turnkey Solution

Assessment, Engineering & Design, Installation & Training

Training

Machine Guarding Training

MANAGED BENEFIT PROGRAMS

Managed Footwear Program

Safety Prescription Eyewear

MATERIAL HANDLING

Audits & Assessments

Crane & Hoist Inspections

Lifting & Rigging Site Assessments

Rigging & Sling Inspections

Training

CFR 49 Hazmat Transportation Training

Crane, Hoist, Sling & Rigging Training

Crane Operator Safety Training

DOT Hazardous Materials Training

Driver/Fleet Safety Training

Forklift Lift Training

Manual Material Handling (MMH) Training

MEDICAL/FIRST AID

Audits & Assessments

AED Inspection Services

Emergency Eye Wash Station Assessments & Inspections

Program Development

Equipment Specific Procedure Development (Medical & First Aid)

Training

Bloodborne Pathogens Training

First Aid/CPR/AED Training

PPE

Audits & Assessments

PPE Assessments

Vision Screening

SAFETY COMMUNICATIONS

Training

HAZWOPER 40/24/8/ Training

WORKING AT ELEVATED HEIGHTS

Audits & Assessments

Fall Protection Assessments/Audits/Inspections

Ladder Inspection Services

Program Development

Equipment Specific Procedure Development (Fall Protection)

Training

Aerial Lift Training

Fall Protection Training

Scaffolding Training

FOOD SAFETY

Audits & Assessments

Food Safety Compliance/Certification (FDA/FSMA, HACCP, GFSI)

Program Development

Food Safety Program Development & Qualification

Temperature Monitoring & Compliance

EnviroTrak™

VersaTrak™

Training

Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)

HACCP/Preventive Control Training

GENERAL SAFETY

Audits & Assessments

Behavioral Health Safety Risk Assessment

Bio Safety Solutions

Fleet Safety Assessments

Job Hazard Analysis

Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OSHAS18001)

Mock Audits: CARF

Mock Audits: MSHA

Mock Audits: OSHA

Mock Audits: TJC (The Joint Commission)

OSHA Recordkeeping Assessments

OSHA Violation Counseling

Survey & Analysis of Building Water Systems

Sustainability Assessments

Program Development

Business Continuation Plan

EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)

Expert Witness

Process Safety Management

Speaking Engagements

Temporary Safety Professionals/Permanent Safety Staffing

VPP Management Solutions Assistance

Written Safety Program Development

Training

Class 3b and Class 4 Laser Safety Training

Compressed Gas Cylinder Safety Training

Excavation/Trenching Training

Medical Gas Maintenance Personnel Certification Training (ASSE 6040)

Natural Gas Maintenance & Safety Training

OSHA 10/30 Training

OSHA Hazard Communication (HAZCOM/GHS) Training

Plumbing Standards Training

RCRA Training (Solid & Hazardous Waste Disposal)

Radiation Safety Officer (RSO) Training

Safety Culture Training

Toolbox Talks

Contact Your Grainger Rep for Details, Availability and Eligibility

GRAINGER
FOR THE ONES WHO GET IT DONE

SAFETY SERVICES

Grainger works with well-recognized safety suppliers for facility and product surveys, along with fee-based OSHA certification and training programs to help you stay compliant. Our strong relationships within the safety industry enable us to offer hassle-free services, including turn-key product and program solutions from our safety suppliers as well as third-party service providers.

PEOPLE SAFETY	
GRAINGER ONLINE SERVICES	FEE-BASED
<ul style="list-style-type: none"> • Grainger Online SafetyManager® System† • Online Safety Training Library with Tracking • Authorized Online OSHA 10- & 30-Hour Outreach Training • Online NFPA 70E Electrical Safety Training • SDS Management 	✓
GRAINGER SAFETY CONSULTANT SERVICES <i>Solutions to assist your company's safety and compliance efforts.</i>	
Grainger Safety Consultants Network A national network of third-party service providers with a comprehensive offering of on-site assessments, studies, auditing and testing, program development and support, and training to enhance your safety program.	✓
PERSONAL PROTECTIVE EQUIPMENT <i>Solutions to help protect individuals from workplace hazards.</i>	
PPE Assessments Job hazard analysis and PPE assessment at the facility and corporate level.	✓
BODY PROTECTION	
Tyvek® Recycling Program DuPont specialists will provide storage containers and pick-up of used garments.	
Fire-Resistant Workwear Assessments & Training Evaluation of hazards to help determine proper product selection and use, and identify potential cost savings. Training on proper use may be included.	
Embroidery & Heat Press Services Add high-quality, personalized messages to clothing orders. Customize shirts, jackets, safety vests, rainwear, caps and other apparel with your company's name or logo. Personalize employees' or personnel workwear by adding their names to uniform, coveralls, lab coats, etc.	✓
Job Hazard Assessment Program Designed to assist with workplace hazard assessments, qualifying the specific product solution. Samples may be provided to check proper fabric, fit and application.	
DuPont™ SafeSPEC™ and SafeSPEC™ Mobile Online product selection tools and database designed to assist with the selection of chemical protective apparel. Also available as a mobile app.	

Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

EYE & FACE PROTECTION	
Safety Eyewear Assessment Designed to assist your business or institution with workplace eye protection assessments, qualifying the specific product solution.	
Safety Prescription Eyewear Services Multiple solutions for safety prescription eyewear needs. Ordering options include on-site kiosk or local eyecare providers.	✓
FALL PROTECTION – FROM HEIGHTS	
Fall Protection Assessment* A plant/site survey is conducted to identify potential fall protection hazards as well as suggest products or programs to minimize risk.	
Fall Protection Training (Basic) Specific courses designed to train for safety at heights, equipment inspection, rescue planning and tower climbing. Customized training courses are also available. Training can also be done using a mobile demonstration vehicle which demonstrates arresting forces workers would experience during a fall.	
Fall Protection Training (Competent Person) Covers the OSHA Fall Protection standards 29 CFR 1910 Subpart D and 29 CFR 1926 Subpart M for both General Industry and Construction. Special attention will be given to personal fall arrest systems. Participants evaluate hazards and develop practical resolutions within the general industry and construction environments. This training will give participants the skills necessary to fulfill the role of “competent person” as defined by OSHA for their company.	✓
Custom Logo Fall Protection Customize fall protection equipment with your business or institution’s logo or safety emblem.	✓
Flexiguard™ Engineered Service Custom engineered Flexiguard™ systems create unique fall protection and access solutions that meet the requirements of your specific application. Also includes on-site assembly and user training services.	✓
HAND PROTECTION	
Hand Protection & Glove Program Assessment Evaluates your glove program to determine proper selection and use, and identify cost savings. Samples are provided, allowing users to ensure proper fit and application.	
FOOT PROTECTION	
Grainger Safety Footwear Services Grainger-managed safety footwear programs track employee purchases, administer payroll deduction and apply company contribution subsidies. Multiple delivery options including shoemobile, online and branch.	
HEAD PROTECTION	
Head Protection Assessment Designed to assist your business or institution with workplace head protection assessments, qualifying the specific product solution.	
Custom Logo Hard Hats Customize hard hats with your company’s logo or safety emblem.	✓

Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

HEARING PROTECTION	
Hearing Protection & Conservation Training Designed to assist your business or institution in becoming compliant with OSHA standard 29 CFR 1910.95. Includes instruction on the importance of proper use of hearing protection devices.	
Audiometric Testing On-site audiometric testing employs state-of-the-art technology in a clean, comfortable setting. Designed to help you comply with OSHA's Hearing Conservation standard 29 CFR 1910.95.	✓
RESPIRATORY PROTECTION	
Respiratory Protection Fit Testing & Training* Designed to assist your business or institution in conducting training, fit testing and program development to help meet OSHA standards.	
Online Respirator Medical Clearance RespiratorAssessor® software provides a quick and easy way to complete medical clearance. The online questionnaire helps provide employee clearance for using virtually any respirator in work conditions specified. Generates unique authorization codes for each of your employees to complete the questionnaire at any computer with internet access.	✓
Pulmonary Function Testing On-site testing and online data management to measure and track pulmonary function for your workforce.	✓
ERGONOMICS <i>Solutions to help protect individuals from workplace hazards.</i>	
Ergonomic Assessment* A comprehensive on-site ergonomic job assessment which reviews potential hazardous areas. Assessment includes a review of any job hazard analysis (JHAs) for the jobs, a review of employees performing jobs at workstations, measurements of workstations and tasks, and an outline of all findings and recommendations with an action list for each job reviewed.	
EXTENDED STANDING/SITTING	
Ergonomic Matting Assessment Evaluates your facility to recommend anti-fatigue matting to help reduce back and lower leg fatigue for employees who stand while working. Identifies the proper mat for use in areas with oils or chemicals and provides 12" samples to stand on or test against chemicals.	
MEDICAL & FIRST AID <i>Solutions to help treat employees and guests should they get injured.</i>	
FIRST AID	
First Aid Assessment Designed to assist your business or institution with establishing a first aid program, understanding regulations and meeting ANSI fill requirements.	
SUDDEN CARDIAC ARREST	
First Aid/CPR/AED Training The CPR/AED portion of this course prepares the layperson to respond to choking, breathing and cardiac emergencies, and show them how to use an automated external defibrillation unit in conjunction with CPR. The first aid portion of this course is designed for emergency response teams, safety personnel, supervisors and the general public. This course teaches you how to respond to breathing emergencies, sudden illness and injury, and demonstrates techniques to help prevent disease transmission.	✓

Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

BLOODBORNE PATHOGENS	
Bloodborne Pathogen Awareness Training This course satisfies OSHA's Bloodborne Pathogens standard 29 CFR 1920.1030 which prescribes safeguards to help protect workers against the health hazards from exposure to blood and other potentially infectious materials, and to reduce their risk from this exposure.	✓
OCCUPATIONAL HEALTH HAZARDS <i>Solutions to help identify safety hazards that could harm employees.</i>	
ENVIRONMENT CONTROLS	
Noise Monitoring A wide range of sound level measurement services and noise control program development.	✓
ENVIRONMENT MONITORING	
iNet™ Gas Detections Services Allows you to manage your gas detection program at a fixed monthly cost while having access to tools and reports that show you how your equipment is being used and what it's detecting.	✓
Gas Detection Equipment Training Instruction on how to use gas detection products, including calibrating the equipment.	
Indoor Air Quality Assessment Comprehensive indoor air quality services, from initial building screening and air testing to problem resolution and litigation support.	✓
Employee Exposure Monitoring Certified Industrial Hygienists (CIH) and Certified Safety Professionals (CSP) use NIOSH/OSHA approved sampling methodologies to help you identify toxic chemicals and harmful emissions from manufacturing processes and develop appropriate engineering controls and personal protection plans.	✓
Test Instruments Calibration Services Calibration helps keep your sensitive test instruments in tip-top shape for accurate, reliable results. Available for thousands of instruments and tools, calibration can be done on any brand of instrument, including brands Grainger does not carry. Instruments do not need to be purchased from Grainger to use the calibration service. Calibration can be performed on new items at time of purchase or on items already owned. Three levels of calibration are available to meet different industry standards.	✓
TEMPERATURE STRESS HAZARDS <i>Solutions that help employees work in extreme temperature conditions.</i>	
HEAT STRESS	
Heat Stress Assessment* On-site evaluation to determine heat stress risks, allowing for product evaluation and testing.	

Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

FACILITY SAFETY

GRAINGER ONLINE SERVICES

- Grainger Online SafetyManager® System†
- Online Safety Training Library with Tracking
- Authorized Online OSHA 10- & 30-Hour Outreach Training
- Online NFPA 70E Electrical Safety Training
- SDS Management



GRAINGER SAFETY CONSULTANT SERVICES

Solutions to assist your company's safety and compliance efforts.

Grainger Safety Consultants Network A national network of third-party service providers with a comprehensive offering of on-site assessments, studies, auditing and testing, program development and support, and training to enhance your safety program.



CONFINED SPACE

Solutions to help your employees work safely in permit-required confined spaces.

Confined Space Analysis Conducted plant tour to determine potential confined space hazards.

Confined Space Entry Training This course covers the CFR 1910.146 OSHA requirements, including hands-on training in entry procedures, hazard recognition, PPE, monitoring gear, and permit and non-permit work practices. Along with classroom training, it provides extensive hands-on practice in the use of personal protective, gas detection and entry equipment.



Confined Space Rescue Training This course is geared toward the specific needs of the client ranging from one to five days of training. It offers a comprehensive coverage of OSHA 29 CFR 1910.146 and meets all applicable training (including ANSI and NFPA) standards. Classroom sessions introduce the student or students to the regulatory requirements. Field exercises teach the techniques necessary to efficiently and proficiently perform the duties of a Confined Space Rescue Team.



Confined Space Identification/Audit An on-site confined space audit for the purpose of updating the current confined space inventory as well as identifying any labels that need replacement. Following the audit, a report will be generated which will provide the following information: identity and location of each space; whether each space is permit or non-permit required; hazards and potential hazards; whether each space may be entered by using alternate entry procedures, is in need of reclassification or if full entry procedures are required.



Gas Detection Equipment Training Instruction on how to use gas detection products, including calibrating the equipment.

ELECTRICAL SAFETY

Solutions to help provide protection from electrical hazards such as arc flash.

ARC FLASH

Arc Flash Hazard Assessment Designed to assist your facility in complying with the NFPA 70E standard. Includes identification, data collection, analysis and labeling of all electrical arc flash hazards in your facilities. Includes regulatory compliance training of qualified persons in safe workplace practices.



Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

ARC FLASH cont.	
Arc Flash Awareness Seminar Designed to bring awareness to the NFPA 70E standard. Additional topics reviewed are methods of assessment, PPE equipment, proper electrical tools, test instruments and labeling of hazards.	
Arc Flash Training Safety seminar for anyone working on or near electricity. Topics include flash protection boundaries, PPE, hazard/risk category classifications, shock/electrocution, arc flash calculations, related regulations, and safe work practices and procedures. This training is required for electrical maintenance personnel, operators, troubleshooters, electricians, linemen, engineers, supervisors, site safety personnel or anyone exposed to energized equipment of 50 volts or more.	✓
WORKING ON LIVE ELECTRICITY	
Electrical Safety Facility Assessment* Facility analysis of potential electrical safety issues and recommended electrical product solutions.	
Fuses & Power Distribution Training Seminars tailored to site safety contact's requirements in the proper application of fuses to help protect electrical equipment and power distribution systems.	
ENVIRONMENTAL SAFETY HAZARDS <i>Solutions to help safety control and handle incidents/hazards such as chemical storage and spills.</i>	
CHEMICAL STORAGE	
STUD-E Safety Check Program Site Assessment evaluates concerns associated with storage, transfer, use and disposal of hazardous liquids. Product suggestions promote using the right equipment for the right job. Provides assistance with regulatory code compliance to OSHA and EPA standards.	
Hazardous Liquid Handling & Storage Assessment On-site audit of hazardous/flammable storage, use and handling.	
SPILL CONTAINMENT	
Spill Containment Training & Assessment Employees are trained to use correct products and procedures for their specific spill control and absorbent applications. Assessment involves detailing a business or institution's current spill maintenance procedures, identification of new and enhanced procedures, and new product suggestions.	
EYEWASH & EMERGENCY SHOWER	
Eyewash/Shower Survey & Assessment* Walk-through assessment of facility for emergency eyewash and drench shower safety. Includes ANSI-compliance recommendations on products and strategies.	
EXITS & FIRE PROTECTION <i>Solutions to help with exits and fire protection within a facility or worksite.</i>	
FIRE PROTECTION	
Firestop Training Program* Educates users on general firestop information and provides supplier specific training on UL classified systems.	
Firestop Facility Assessment* Comprehensive facility walk-thru service to identify non-compliant fire hazard installations.	

Contact your Grainger Rep for details, availability and eligibility.

**Services provided by third-party safety network may be subject to a fee.*

EMERGENCY ACTION PLANS	
Process Safety Management Includes the assembling of required process hazard information, which included field tracing piping and developing Piping & Instrumentation Diagrams (P&IDs); reviewing and commenting on operating procedures (startup, shutdown and emergency shut down); and health, safety, emergency response procedures and preventive maintenance practices.	✓
LOCKOUT/TAGOUT <i>Solutions to help your employees work safely around equipment during maintenance procedures.</i>	
Lockout Program Needs Survey On-site survey to assess current lockout/tagout practices and provide suggestions to improve current LOTO program.	
Lockout Procedure Service A network of certified service providers able to offer a complete turnkey graphical lockout/tagout service provided on-site. Helps ensure your facility has an effective lockout program and complies with OSHA's Lockout regulations. Engineers will come to your facility and create visually-instructive, machine-specific procedures that can be placed directly onto the equipment.	✓
Lockout/Tagout Training This course is for personnel who are required to service, maintain or work around energized equipment. Topics include an overview of OSHA's Control of Hazardous Energy, 29 CFR 1910.147; information on controls and procedures required to help prevent the unexpected energization, start up or release of stored energy and the dangers involved; methods to recognize different types of energy hazards; definitions of authorized, affected and other employees; energy-isolating device and lock-and-tag definitions; definitions of lock and tag; program categories; energy control and appropriate control procedures.	✓
MACHINE GUARDING <i>Solutions used on and around machines to help keep people safe from injury.</i>	
Machine Guarding Turnkey Solution A network of certified service providers present a complete machine guarding solution consisting of machine audits and assessments, engineering and design of machine protections, a start-to-finish installation service and integrated training on all new equipment and procedures.	✓
SAFETY COMMUNICATION <i>Solutions to help promote the appropriate safety hazard information within a facility or worksite.</i>	
Safety Paint Assessment Conducts an on-site survey to determine the condition and location of safety markings and recommend the proper safety coatings.	
HAZARD COMMUNICATION/GHS	
HazCom/GHS Production Workshop This workshop combines regulatory training and Globally Harmonized System (GHS) label creation to help your business or institution meet OSHA GHS implementation requirements and sustain in-house compliance.	✓
Hazardous Communication Training Focusing on the specific requirements of OSHA 29 CFR 1910.1200 Subpart Z, this course offers an overview of hazard communication standards, requirements and responsibilities; training requirements; how to make a hazard determination; hazard chemical characteristics; container labeling and other hazard warnings; safety data sheets; employee training requirements; hazard prevention; minimization; preparedness; and exposure monitoring plans.	✓

Contact your Grainger Rep for details, availability and eligibility.

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WORKPLACE SIGNS & TAGS	
Visual Workplace Audit Evaluation of business or institution's current workplace, visual workplace priorities and areas of risk. Audit provides a detailed report complete with facility photos displaying opportunities for workplace improvement, product suggestions and location install identification.	✓
SECURITY	
<i>Solutions to help keep the facility or worksite safe and secure during all hours of the day.</i>	
Business Radio FCC Programming Designed to help customers program their business two-way radio products with mandatory Federal Communications Commission (FCC) assigned frequencies.	
SLIPS, TRIPS & FALLS	
FALL PREVENTION – FROM SLIPS & TRIPS	
Slips, Trips & Falls Assessment Provides a pedestrian safety site assessment that takes in customer facility observations and gives back recommended products and solutions to help your facility become safer for employees and guests.	
Floor Coating Installation Service Includes an on-site professional survey, quote and installation of Rust-Oleum® floor coatings.	✓
Floor Coating & Anti-Slip Assessment An evaluation based on application, hazard concerns and safety color-coded paint requirements.	
LADDERS & SCAFFOLDING SAFETY	
Climbing Pro Ladder Safety Kit Includes training literature and video to help provide training on safe and proper ladder use, how to select the correct ladders for the job and ladder inspection. Includes a quiz to reinforce learning.	
FALL PREVENTION – FROM FLOOR AND WALL OPENINGS	
Flexiguard™ Engineered Service Custom engineered Flexiguard™ systems create unique fall protection and access solutions that meet the requirements of your specific application. Also includes on-site assembly and user training services.	✓

Contact your Grainger Rep for details, availability and eligibility.

†Grainger Online SafetyManager is provided by Grainger Safety Services, Inc., an affiliate of W.W. Grainger, Inc.
 *Services provided by third-party safety network may be subject to a fee.

Grainger Exhibits

Please see the following Exhibits in this section:

- Exhibit 1 Grainger US Branch and DC Locations
- Exhibit 2 Sample Grainger Invoice
- Exhibit 3 Grainger Sample Item Purchase History Report
- Exhibit 4 Grainger Value Added Services
- Exhibit 5 Grainger GSAT Site Assessment Flyer
- Exhibit 6 Grainger Safety Services Network Line Card
- Exhibit 7 Grainger Consulting Inventory Baseline
- Exhibit 8 Grainger City of Tucson Business License
- Exhibit 9 Grainger's Service, Training and Assessment Descriptions
- Exhibit 10 Grainger's Sourcing Terms and Conditions

Grainger Branch and Distribution Center Locations

Location	Address	ST	City	Zip Code
Grainger Distribution Center	4700 Hamner Ave.	CA	MIRA LOMA	91752
Grainger Distribution Center	8001 Forshee Dr.	FL	JACKSONVILLE	32219
Grainger Distribution Center	701 Grainger Way	IL	MINOOKA	60447
Grainger Distribution Center	11200 E. 210 Hwy.	MO	KANSAS CITY	64161
Grainger Distribution Center	4300 Old Airways Rd.	MS	SOUTHAVEN	38671
Grainger Distribution Center	18 Applegate Dr. North	NJ	ROBBINSVILLE	8691
Grainger Distribution Center	8211 Bavaria Dr E	OH	MACEDONIA	44056
Grainger Distribution Center	101 Southchase Blvd.	SC	FOUNTAIN INN	29644
Grainger Distribution Center	201 Freedom Dr.	TX	ROANOKE	76262
Grainger Distribution Center	95 S. Tejon St.	CO	DENVER	80223
Grainger Distribution Center	2450 Annapolis Lane N.	MN	PLYMOUTH	55441
Grainger Distribution Center	6725 S. Todd Blvd.	WA	TUKWILA	98188
Grainger Distribution Center	2710 Keystone Pacific Parkway	CA	PATTERSON	95363
Grainger Distribution Center	Operational in 2020	KY		
Grainger Branch	1241 Montlimar Dr.	AL	MOBILE	36609-1712
Grainger Branch	1912 Jordan Lane NW	AL	HUNTSVILLE	35816-1542
Grainger Branch	541 George Todd Dr.	AL	MONTGOMERY	36117-2233
Grainger Branch	3735 First Ave. N.	AL	BIRMINGHAM	35222-1301
Grainger Branch	3807 Planters Rd.	AR	FT. SMITH	72908-8461
Grainger Branch	1205 S. Old Missouri Rd.	AR	SPRINGDALE	72764-1152
Grainger Branch	6100 Murray St.	AR	LITTLE ROCK	72209-8528
Grainger Branch	775 E Baseline Rd	AZ	GILBERT	85233-1203
Grainger Branch	4465 E. Broadway Rd.	AZ	PHOENIX	85040-8892
Grainger Branch	3415 S. Dodge Blvd.	AZ	TUCSON	85713-5434
Grainger Branch	960 N. 51st Ave	AZ	PHOENIX	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	AZ	PHOENIX	85027-2620
Grainger Branch	2501 Stagecoach Rd.	CA	STOCKTON	95215-7909
Grainger Branch	2261 Ringwood Ave.	CA	SAN JOSE	95131-1717
Grainger Branch	444 Doolittle Dr.	CA	SAN LEANDRO	94577-1016
Grainger Branch	1335 Tuolumne St.	CA	FRESNO	93706-2017
Grainger Branch	10137 S. Norwalk Blvd.	CA	SANTA FE SPRINGS	90670-3325
Grainger Branch	1150 Bay Blvd.	CA	CHULA VISTA	91911-2601
Grainger Branch	3900 Easton Dr.	CA	BAKERSFIELD	93309-1083
Grainger Branch	5760 Commerce Blvd.	CA	ROHNERT PARK	94928-1630
Grainger Branch	310 E. Ball Rd.	CA	ANAHEIM	92805-6312
Grainger Branch	1321 Linda Vista Dr.	CA	SAN MARCOS	92078-3804
Grainger Branch	101 S. Rice Ave.	CA	OXNARD	93030-7235
Grainger Branch	8930 Winnetka Ave.	CA	NORTHRIDGE	91324-3200

Location	Address	ST	City	Zip Code
Grainger Branch	1334 Dayton St.	CA	SALINAS	93901-4416
Grainger Branch	8001 Raytheon Rd.	CA	SAN DIEGO	92111-1608
Grainger Branch	1050 W. Walnut St.	CA	COMPTON	90220-5112
Grainger Branch	10804 S. La Cienega Blvd.	CA	INGLEWOOD	90304-1113
Grainger Branch	570 S. Alameda St.	CA	LOS ANGELES	90013-1726
Grainger Branch	9220 Hyssop Dr.	CA	RANCHO CUCAMONGA	91730-6108
Grainger Branch	3691 Industrial Blvd.	CA	WEST SACRAMENTO	95691-3456
Grainger Branch	2288 Pike Ct.	CA	CONCORD	94520-1251
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	CA	SANTA ANA	92705-5508
Grainger Branch	1151 E. Columbia Ave.	CA	RIVERSIDE	92507-2113
Grainger Branch	4885 Paris St.	CO	DENVER	80239-2811
Grainger Branch	610 Popes Bluff Trail	CO	COLORADO SPRINGS	80907-3512
Grainger Branch	4531 Innovation Dr.	CO	FORT COLLINS	80525-3406
Grainger Branch	124 Universal Dr.	CT	NORTH HAVEN	06473-3630
Grainger Branch	75 Maxim Rd.	CT	HARTFORD	06114-1605
Grainger Branch	117 Quigley Blvd.	DE	NEW CASTLE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FL	FT. MYERS	33966-1316
Grainger Branch	2255 NW 89TH Place	FL	DORAL	33172-2428
Grainger Branch	7200 NW 37TH Ave.	FL	MIAMI	33147-5838
Grainger Branch	101 S. Wickham Rd.	FL	WEST MELBOURNE	32904-1131
Grainger Branch	2620 SW 17th Rd., Ste 300	FL	OCALA	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	FL	ORLANDO	32811-5695
Grainger Branch	1800 N. Florida Mango Rd.	FL	WEST PALM BEACH	33409-6406
Grainger Branch	12579 49TH St. N.	FL	CLEARWATER	33762-4313
Grainger Branch	4505 W. Hillsborough Ave	FL	TAMPA	33614-5441
Grainger Branch	1820 Tampa East Blvd.	FL	TAMPA	33619-3052
Grainger Branch	4405 N. Palafox St.	FL	PENSACOLA	32505-2922
Grainger Branch	3924 W. Pensacola St.	FL	TALLAHASSEE	32304-2838
Grainger Branch	8450 Phillips Hwy.	FL	JACKSONVILLE	32256-8206
Grainger Branch	6685 Whitfield Industrial Ave.	FL	SARASOTA	34243-4012
Grainger Branch	2131 SW 2nd St. Bldg 8	FL	POMPANO BEACH	33069-3100
Grainger Branch	2048 Paul Walsh Dr.	GA	MACON	31206-3168

Grainger Branch and Distribution Center Locations

Location	Address	ST	City	Zip Code
Grainger Branch	708 Rustwood Street	GA	DALTON	30721-3323
Grainger Branch	1205 Commerce Rd.	GA	ATHENS	30607-1101
Grainger Branch	1516 Gordon Hwy.	GA	AUGUSTA	30906-2006
Grainger Branch	1721 Marietta Blvd. NW	GA	ATLANTA	30318-3646
Grainger Branch	5300 Frontage Rd.	GA	FOREST PARK	30297-2516
Grainger Branch	631 S. Marietta Pkwy SE	GA	MARIETTA	30060-2748
Grainger Branch	6655 Crescent Dr	GA	NORCROSS	30071-2934
Grainger Branch	1324 US Highway 80 W	GA	GARDEN CITY	31408-2547
Grainger Branch	2833 Paa Street	HI	HONOLULU	96819-4406
Grainger Branch	715 33RD Ave. SW	IA	CEDAR RAPIDS	52404-3924
Grainger Branch	1811 E. Sheridan Ave.	IA	DES MOINES	50316-1803
Grainger Branch	961 E. 53RD St.	IA	DAVENPORT	52807-2633
Grainger Branch	5576 Irving St.	ID	BOISE	83706-1216
Grainger Branch	1017 SW Jefferson Ave.	IL	PEORIA	61605-3948
Grainger Branch	2701 Ogden Ave.	IL	DOWNERS GROVE	60515-1704
Grainger Branch	6001 W. 115TH St.	IL	ALSIP	60803-5152
Grainger Branch	2356 S Ashland Ave	IL	CHICAGO	60608-5304
Grainger Branch	2221 N. Elston Ave.	IL	CHICAGO	60614-2905
Grainger Branch	6450 S. Austin Ave.	IL	CHICAGO	60638-5394
Grainger Branch	5862 Harrison Ave	IL	ROCKFORD	61108-8127
Grainger Branch	3585 Sunset Ave.	IL	WAUKEGAN	60087-3217
Grainger Branch	3240 Mannheim Rd.	IL	FRANKLIN PARK	60131-1532
Grainger Branch	475 E. Algonquin Rd.	IL	ARLINGTON HEIGHTS	60005-4620
Grainger Branch	8045 River Dr.	IL	MORTON GROVE	60053-2651
Grainger Branch	1701 Cline Ave.	IN	GARY	46406-2225
Grainger Branch	1819 W. 16TH St.	IN	INDIANAPOLIS	46202-2032
Grainger Branch	9210 Corporation Dr.	IN	INDIANAPOLIS	46256-1017
Grainger Branch	1750 Commerce Dr.	IN	SOUTH BEND	46628-1565
Grainger Branch	837 N. Congress Ave.	IN	EVANSVILLE	47715-2452
Grainger Branch	1920 S. West St.	KS	WICHITA	67213-1108
Grainger Branch	14790 W. 99TH St.	KS	LENEXA	66215-1109
Grainger Branch	1901 Plantside Dr.	KY	LOUISVILLE	40299-1919
Grainger Branch	1351 Georgetown Rd.	KY	LEXINGTON	40511-2503
Grainger Branch	9506 Ashland Rd	LA	GONZALES	70737-8097
Grainger Branch	12455 Airline Highway	LA	BATON ROUGE	70817
Grainger Branch	500 Thomas Rd.	LA	WEST MONROE	71292-9454
Grainger Branch	5126 Hollywood Ave.	LA	SHREVEPORT	71109-7716

Location	Address	ST	City	Zip Code
Grainger Branch	1508 Eraste Landry Rd.	LA	LAFAYETTE	70506-1989
Grainger Branch	2502 S Cities Service Hwy	LA	SULPHUR	70663-6405
Grainger Branch	825 Distributors Row	LA	NEW ORLEANS	70123-3209
Grainger Branch	601 S. Galvez St.	LA	NEW ORLEANS	70119-7517
Grainger Branch	790 Cottage St.	MA	SPRINGFIELD	01104-3221
Grainger Branch	160 Broadway	MA	EVERETT	02149-2460
Grainger Branch	400 Arsenal St.	MA	WATERTOWN	02472-2805
Grainger Branch	428 University Ave.	MA	NORWOOD	02062-2638
Grainger Branch	31 Cabot Rd.	MA	WOBURN	01801-1003
Grainger Branch	4748 Forbes Blvd.	MD	LANHAM	20706-4302
Grainger Branch	10981 Guilford Rd.	MD	ANNAPOLIS JUNCTION	20701-1125
Grainger Branch	701 Dover Road	MD	ROCKVILLE	20850-1392
Grainger Branch	2100 Haines St.	MD	BALTIMORE	21230-3206
Grainger Branch	8820 Citation Road	MD	BALTIMORE	21221-3101
Grainger Branch	425 Warren Ave.	ME	PORTLAND	04103-1287
Grainger Branch	23800 Haggerty Rd.	MI	FARMINGTON HILLS	48335-2617
Grainger Branch	1587 E. Whitcomb Ave.	MI	MADISON HEIGHTS	48071-1415
Grainger Branch	2476 Azo Dr.	MI	KALAMAZOO	49048-9540
Grainger Branch	1201 W. Lafayette Blvd.	MI	DETROIT	48226-3008
Grainger Branch	5617 Enterprise Dr.	MI	LANSING	48911-4194
Grainger Branch	25940 Groesbeck Hwy.	MI	WARREN	48089-4144
Grainger Branch	3803 Roger B Chaffee SE	MI	GRAND RAPIDS	49548-3437
Grainger Branch	2915 Boardwalk St.	MI	ANN ARBOR	48104-6765
Grainger Branch	6874 Middlebelt Rd.	MI	ROMULUS	48174-2041
Grainger Branch	2711 Lapeer Rd.	MI	FLINT	48503-4354
Grainger Branch	220 W. Morley Dr.	MI	SAGINAW	48601-9464
Grainger Branch	345 Plato Blvd E Ste 120	MN	ST. PAUL	55107-1228
Grainger Branch	201 E. 78TH St.	MN	BLOOMINGTON	55420-1249
Grainger Branch	2227 Clark Ave.	MO	ST. LOUIS	63103-2539
Grainger Branch	2535 Metro Blvd.	MO	MARYLAND HEIGHTS	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	MO	SPRINGFIELD	65802-2522
Grainger Branch	2300 E. 18TH St.	MO	KANSAS CITY	64127-2543
Grainger Branch	3551 I-55 S.	MS	JACKSON	39212-4963

Grainger Branch and Distribution Center Locations

Location	Address	ST	City	Zip Code
Grainger Branch	221 Moore Lane	MT	BILLINGS	59101-3418
Grainger Branch	2506 Greengate Dr.	NC	GREENSBORO	27406-5241
Grainger Branch	1401 S. Mint St.	NC	CHARLOTTE	28203-4135
Grainger Branch	834 Riverside Dr.	NC	ASHEVILLE	28804-3222
Grainger Branch	505 Covil Ave.	NC	WILMINGTON	28403-2652
Grainger Branch	2915 Gillespie St.	NC	FAYETTEVILLE	28306-3323
Grainger Branch	4820 Signett Dr.	NC	RALEIGH	27616-2824
Grainger Branch	3825 12TH Ave. N.	ND	FARGO	58102-2906
Grainger Branch	3221 Hwy 22	ND	DICKINSON	58601
Grainger Branch	15 ENERGY STREET SUITE 500	ND	WILLISTON	58801
Grainger Branch	9345 J St.	NE	OMAHA	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	NH	MANCHESTER	03109-5310
Grainger Branch	212 Industrial Way W.	NJ	EATONTOWN	07724-2206
Grainger Branch	819 E Gate Dr.	NJ	MT. LAUREL	08054-1208
Grainger Branch	1001 Hadley Rd.	NJ	SOUTH PLAINFIELD	07080-1102
Grainger Branch	560-596 Bercik St. Suite 1	NJ	ELIZABETH	7201
Grainger Branch	308 Allwood Rd.	NJ	CLIFTON	07012-1701
Grainger Branch	1201 San Juan Blvd.	NM	FARMINGTON	87401-2723
Grainger Branch	3901 Osuna Rd. NE	NM	ALBUQUERQUE	87109-4431
Grainger Branch	2401 Western Ave.	NV	LAS VEGAS	89102-4815
Grainger Branch	900 Packer Way	NV	SPARKS	89431-6441
Grainger Branch	6285 E. Molloy Rd.	NY	EAST SYRACUSE	13057-1037
Grainger Branch	2040 Jericho Turnpike	NY	NEW HYDE PARK	11040-4741
Grainger Branch	35 Corporate Circle	NY	ALBANY	12203-5154
Grainger Branch	1999 Mt. Read Blvd.	NY	ROCHESTER	14615-3700
Grainger Branch	430 W. Metro Park	NY	ROCHESTER	14623-2619
Grainger Branch	2809 Vestal Rd.	NY	VESTAL	13850-2047
Grainger Branch	1 Park Dr.	NY	MELVILLE	11747-3035
Grainger Branch	199 Orville Dr.	NY	BOHEMIA	11716-2515
Grainger Branch	50 McKesson Pkwy.	NY	BUFFALO	14225-5116
Grainger Branch	58-45 Grand Ave.	NY	MASPETH	11378-3230
Grainger Branch	815 3rd Ave.	NY	BROOKLYN	11232-1511
Grainger Branch	505 Saw Mill River Rd.	NY	ELMSFORD	10523-1009
Grainger Branch	1721 6TH St. SW	OH	CANTON	44706-1203
Grainger Branch	420 Kennedy Rd.	OH	AKRON	44305-4424
Grainger Branch	360 Victoria Rd.	OH	YOUNGSTOWN	44515-2026
Grainger Branch	1300 Third St.	OH	PERRYSBURG	43551-4349

Location	Address	ST	City	Zip Code
Grainger Branch	8700 Le Saint Drive	OH	HAMILTON	45014-2260
Grainger Branch	4420 Glendale Milford Rd.	OH	CINCINNATI	45242-3708
Grainger Branch	939 W. 8th St.	OH	CINCINNATI	45203-1131
Grainger Branch	3640 Interchange Rd.	OH	COLUMBUS	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	OH	WORTHINGTON	43229-1031
Grainger Branch	1035 Valley Belt Rd.	OH	BROOKLYN HEIGHTS	44131-1432
Grainger Branch	2321 Needmore Road	OH	DAYTON	45414-4147
Grainger Branch	1455 E. 2nd St.	OH	FRANKLIN	45005-1838
Grainger Branch	4314 Will Rogers Pkwy.	OK	OKLAHOMA CITY	73108-1864
Grainger Branch	10707 E. Pine St.	OK	TULSA	74116-1547
Grainger Branch	6335 N. Basin Ave.	OR	PORTLAND	97217-3915
Grainger Branch	401 N. 8TH ST.	PA	PHILADELPHIA	19123-3902
Grainger Branch	10401 Drummond Rd.	PA	PHILADELPHIA	19154-3805
Grainger Branch	3150 Liberty Ave.	PA	PITTSBURGH	15201-1416
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PA	PITTSBURGH	15275-1003
Grainger Branch	2011 Avenue C	PA	BETHLEHEM	18017-2117
Grainger Branch	1530 Delmar Dr.	PA	FOLCROFT	19032-2102
Grainger Branch	2560 Blvd. Of The Generals	PA	NORRISTOWN	19403-5228
Grainger Branch	4320 Lewis Rd.	PA	HARRISBURG	17111-2538
Grainger Branch	415 W. 12TH St. #2	PA	ERIE	16501-1505
Grainger Branch	78 Jefferson Blvd.	RI	WARWICK	02888-1064
Grainger Branch	550 Chris Dr.	SC	WEST COLUMBIA	29169-4669
Grainger Branch	7401 Pepperdam Ave.	SC	NORTH CHARLESTON	29418-8434
Grainger Branch	730 Congaree Rd.	SC	GREENVILLE	29607-3598
Grainger Branch	500 E. 50TH St. N.	SD	SIOUX FALLS	57104-0631
Grainger Branch	902 Creekside Rd.	TN	CHATTANOOGA	37406-1053
Grainger Branch	1021 Charlotte Ave.	TN	NASHVILLE	37203-3405
Grainger Branch	1938 Elm Tree Dr.	TN	NASHVILLE	37210-3718
Grainger Branch	6500 Baum Dr.	TN	KNOXVILLE	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	TN	MEMPHIS	38132-2106
Grainger Branch	4924 NW Loop 410	TX	SAN ANTONIO	78229-5312
Grainger Branch	5011 Rittiman Rd.	TX	SAN ANTONIO	78218-4638
Grainger Branch	3900 Greenbriar Dr.	TX	STAFFORD	77477-3919
Grainger Branch	1251 Hall Court	TX	DEER PARK	77536-6558
Grainger Branch	16741 North Freeway	TX	HOUSTON	77090-5105
Grainger Branch	322 West Main Suites 120 & 140	TX	KENEDY	78119
Grainger Branch	430 Sun Belt Dr.	TX	CORPUS CHRISTI	78408-2411

Grainger Branch and Distribution Center Locations

Location	Address	ST	City	Zip Code
Grainger Branch	125 Sawyer St.	TX	BEAUMONT	77702-2216
Grainger Branch	6006 E. Ben White Blvd., Suite 500	TX	AUSTIN	78741-7504
Grainger Branch	7950 Research Blvd. Ste 101	TX	AUSTIN	78758-8425
Grainger Branch	3232 Harrisburg Blvd.	TX	HOUSTON	77003-2436
Grainger Branch	8200 Pinemont Dr.	TX	HOUSTON	77040-6500
Grainger Branch	4545 Darien St.	TX	HOUSTON	77028-5911
Grainger Branch	1222 S Loop W	TX	HOUSTON	77054-4012
Grainger Branch	6050 Southwest Freeway	TX	HOUSTON	77057-7514
Grainger Branch	iSupply / Houston Area Safety Council 7730 Spencer Hwy, Ste. 170	TX	PASADENA	77505
Grainger Branch	5807 Canyon Dr.	TX	AMARILLO	79110-3026
Grainger Branch	2251 E. Division St. Ste A	TX	ARLINGTON	76011-6619
Grainger Branch	1305 N. Interstate 35E	TX	CARROLLTON	75006-8628
Grainger Branch	4242 Platinum Way	TX	DALLAS	75237-1618
Grainger Branch	8321 John W Carpenter Fwy	TX	DALLAS	75247
Grainger Branch	300 W. Vickery Blvd	TX	FT. WORTH	76104-1201
Grainger Branch	5000 Northeast Pkwy.	TX	FT. WORTH	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	TX	GARLAND	75041-2406
Grainger Branch	1507 W. Cotton St.	TX	LONGVIEW	75604-5522
Grainger Branch	502 E. 40TH St.	TX	LUBBOCK	79404-2816
Grainger Branch	4110 S. County Rd. 1276	TX	MIDLAND	79706-3042
Grainger Branch	2601 E. Plano Pkwy.	TX	PLANO	75074-7416
Grainger Branch	6901 Imperial Dr.	TX	WACO	76712-6813
Grainger Branch	17010 Katy Fwy.	TX	HOUSTON	77094-1410
Grainger Branch	1400 Lomaland Dr.	TX	EL PASO	79935-5207
Grainger Branch	2323 N. Frazier St	TX	CONROE	77303-1754
Grainger Branch	921 E. Pecan Blvd.	TX	MCALLEN	78501-5710
Grainger Branch	610 Gale St.	TX	LAREDO	78041-6005
Grainger Branch	1408 W. Villa Maria Rd	TX	BRYAN	77801-4213
Grainger Branch	2958 South 1900 W.	UT	OGDEN	84401-3228
Grainger Branch	2775 S. 900 W.	UT	SALT LAKE CITY	84119-2447
Grainger Branch	101 International Dr.	VA	DULLES	20166-9442
Grainger Branch	2947 Gallows Rd.	VA	FALLS CHURCH	22042-1024
Grainger Branch	1401 Sewells Point Rd.	VA	NORFOLK	23502-2057
Grainger Branch	2424 Magnolia Court	VA	RICHMOND	23223-2332
Grainger Branch	20 Gregory Dr.	VT	SOUTH BURLINGTON	05403-6046
Grainger Branch	4930 3RD Ave. S.	WA	SEATTLE	98134-2308
Grainger Branch	2802 Pacific Hwy. E.	WA	FIFE	98424-1021

Location	Address	ST	City	Zip Code
Grainger Branch	3013 Walnut St.	WA	EVERETT	98201-3846
Grainger Branch	5706 E. Broadway Ave.	WA	SPOKANE VALLEY	99212-0912
Grainger Branch	3306 W. Marie St.	WA	PASCO	99301-3899
Grainger Branch	N21 W23020 Watertown Rd.	WI	WAUKESHA	53188-1001
Grainger Branch	202 N. Jackson St.	WI	MILWAUKEE	53202-5903
Grainger Branch	5819 N. 117TH St.	WI	MILWAUKEE	53225-2245
Grainger Branch	501 Atlas Ave.	WI	MADISON	53714-3107
Grainger Branch	751 Morris Ave.	WI	GREEN BAY	54304-4558
Grainger Branch	600 N. Lynndale Dr.	WI	APPLETON	54914-3021
Grainger Branch	3000 7TH Ave. W.	WV	CHARLESTON	25387-1731
Grainger Branch	1110 Wilkins Circle	WY	CASPER	82601-1331



5959 W. HOWARD STREET
NILES, IL 60714-4014

THIS DOCUMENT IS A
TEST
DO NOT MAIL

ORIGINAL INVOICE

Exhibit 2

GRAINGER ACCOUNT NUMBER 874378532
INVOICE NUMBER 9000110008
INVOICE DATE 07/20/2009
DUE DATE 08/19/2009
AMOUNT DUE \$90.44

SHIP TO

IRFAN'S CUSTOMER
IRFAN'S CUSTOMER
17W300 22ND STREET
OAKBROOK TERRACE IL 60181-0000

PO NUMBER PO-T&C QRB TEST
PO RELEASE NUMBER: 12345
DEPARTMENT NUMBER: 001
PROJECT NUMBER: TEST PROJ NUMBER
CALLER: IRFAN
CUSTOMER PHONE: 6308332800
DELIVERY NUMBER: 6077888505
INCO TERMS: FOB ORIGIN

BILL TO

IRFAN'S CUSTOMER
IRFAN'S CUSTOMER
17W300 22ND STREET
OAKBROOK TERRACE IL 60181-0000

THANK YOU!

FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 877-202-2594

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	3X505	Sheave, Variable Pitch MANUFACTURER # 1VP56 X 7/8	1		75.05	75.05

NUMBER OF PKGS: WEIGHT: 4.700 INVOICE SUB TOTAL 75.05
DATE SHIPPED: 07/15/2009 SHIPPING CHARGE 7.89
CARRIER: TAX 7.50
TRACKING NO:

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS. **AMOUNT DUE \$90.44**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

IRFAN'S CUSTOMER
IRFAN'S CUSTOMER
17W300 22ND STREET
OAKBROOK TERRACE IL 60181-0000
USA

REMIT TO:

GRAINGER
DEPT. 874378532
PALATINE, IL 60038-0001

874378532900011000810000090441000075010000789100000009081947

X ACCOUNT NUMBER DATE INVOICE NUMBER AMOUNT DUE
874378532 07/20/2009 9000110008 \$90.44

GRAINGER STANDARD TERMS AND CONDITIONS

A. SALES POLICY

1. Wholesale Only.

W.W. Grainger, Inc. ("Grainger") sells products for business use to customers with proper business identification, which is required from all customers prior to purchase.

2. Prices.

Prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact the local Grainger branch or check online at www.grainger.com for current pricing. Export orders may be subject to other special pricing. Grainger reserves the right to accept or reject any order.

3. Sales Tax.

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

4. Payment and Credit Terms.

Grainger accepts cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established Grainger credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by Grainger to customer, and the limits of such credit, is at Grainger's sole discretion, and may be reduced or revoked by Grainger at any time, for any reason. Grainger reserves the right to charge a convenience fee for late payments. Grainger further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Grainger shall have the right of set-off and deduction for any sums owed by customer to Grainger.

If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Grainger's credit terms, or fails to supply adequate assurance of full performance to Grainger within a reasonable time after requested by Grainger (such time as specified in Grainger's request), Grainger may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Grainger will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

5. Credit Balance.

Customer agrees that any credit balance(s) issued by Grainger will be applied to customer's account within one (1) year of its issuance. **IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND GRAINGER SHALL HAVE NO FURTHER LIABILITY.**

B. FREIGHT POLICY

Products are shipped F.O.B. shipping point, with freight costs and handling fees paid by Grainger and charged to customer. Orders over U.S. \$1500 before tax and freight (including any backorders) are shipped freight free. C.O.D. shipments are not permitted. Other terms and conditions may apply for additional freight services ("Additional Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any extra charges incurred for Additional Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

C. WARRANTY POLICY

1. LIMITED WARRANTY.

ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

2. WARRANTY DISCLAIMER.

a. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABILITY; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS.

b. GRAINGER MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

3. Warranty Product Return.

Before returning any product, customer shall: (i) write or call the local Grainger branch from which the product was purchased; (ii) in the case of an internet order, contact www.grainger.com and provide the date, the original invoice number, the stock number, and a description of the defect; or (iii) call Customer Care at 1-888-361-8649, and provide the date, the original invoice number, the stock number, and a description of the defect. Proof of purchase is required in all cases.

4. Manufacturer's Warranty.

For information on a specific manufacturer's warranty, please contact the local Grainger branch or call Customer Care at 1-888-361-8649.

5. Product Compliance and Suitability.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Grainger does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Grainger accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

D. PRODUCT INFORMATION

1. Catalog/Website Information.

Grainger reserves the right to correct publishing errors in its catalogs or any of its websites. Product depictions in the catalog or websites are for illustrative purposes only. Possession of, or access to, any Grainger catalog, literature or websites does not constitute the right to purchase products.

2. Product Substitution.

Products (and country of origin) may be substituted and may not be identical to catalog or website published descriptions and/or images.

3. Occupational Safety and Health Administration ("OSHA") Hazardous Substance.

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. **GRAINGER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT.**

4. MSDS and Proposition 65 Product Requests.

MSDS and a list of Proposition 65 products are available: (i) at the local Grainger branch; (ii) by contacting Grainger, Dept. B1.L57, Attn: Environmental Health and Safety Dept., 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.; (iii) by calling Grainger's MSDS Request Line at 1-877-286-9860; or (iv) by logging on to www.grainger.com and clicking on the "Resources" tab at the top of the page.

5. Important Notice to Federal Customers Re: Country of Origin.

While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act ("TAA"), as implemented by Federal Acquisition Regulations Part 25, other products sold by Grainger may not meet the requirements. At the time of purchase, Grainger will advise customers with proper identification as an authorized schedule customer whether or not a product is "TAA-compliant." Any federal customer purchasing a non-TAA item will be making an "open market" purchase that is not covered by any contract. Federal customers are advised that the open market purchases are NOT GSA schedule purchases. By purchasing any product on the open market, the customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

6. ARRA Orders.

It is the customer's responsibility to advise Grainger whether this order is funded in any part by funds from or related to the American Reinvestment and Recovery Act ("ARRA") (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Grainger will provide country of origin information so that customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations.

E. GENERAL TERMS

1. LIMITATION OF LIABILITY.

GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. GRAINGER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

2. Force Majeure.

Grainger shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Grainger in the conduct of its business.

3. Grainger's Performance of Services.

Customer will hold harmless and indemnify Grainger, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Grainger related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

4. Cancellation.

All product order cancellations must be approved by Grainger, and may be subject to restocking fees and other charges.

5. Product Return.

Product returns must be made within one (1) year from date of purchase, unless otherwise indicated. Customer should call the local Grainger branch, or go to www.grainger.com, for instructions. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases.

F. EXPORT SALES

Orders for export sales are subject to the terms conditions found at www.grainger.com and can be accessed by clicking on the "Terms of Sale" link.

Exhibit 4 Grainger Value Added Services

Service Description	Value Add	Fee-Based
Consulting Services		
KeepStock Inventory Management Solutions		
KeepStock Customer Managed Inventory (CMI) Solution	•	
KeepStock Onsite Inventory Solution (VMI)	•	
KeepStock Secure Vending Solutions	•	
Managed MRO Solution		•
KeepStock Organize		
Layout		•
Cleanup		•
Content		•
KeepStock Crimper	•	
Lighting Services		
eCommerce & eProcurement Solutions		
Punch Out Catalog	•	
Integration to Market Place or ERP	•	
Landing Page or Custom Home Page	•	
Training (Onsite – Webinar – Materials)	•	
Order Management System	•	
Safety Services, Solutions & Assessments		
Field Safety Specialist Support & Assessments		
Online Safety Solution Center	•	
Grainger Online Safety Solution Center	•	
Ask an Expert	•	
Safety Record	•	
Managed Footwear Program		
Online Footwear Program	•	
Shoemobile Solution♦	•	
Onsite Footwear Store♦	•	
Eyewear Solution		
Eyelation♦	•	
Hoya♦	•	
Safety Assessments, Testing & Audits		
Arc Flash Analysis		•
AED Inspection Services		•
Audiometric Testing/Re-Testing		•
Behavioral Health Safety Risk Assessment		•
Bio Safety Solutions		•
Combustible Dust Surveys		•
Confined Space Identification/Audits		•
Crane & Hoist Inspections		•
Electrical Safety Assessments		•
Emergency Eye Wash Station Assessments & Inspections		•
Employee Exposure Monitoring		•

♦No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

Service Description	Value Add	Fee-Based
Environmental Compliance Audits		•
Fall Protection Training (Basic)	•	
Safety Paint Assessment	•	
Hand Protection & Glove Program	•	
Ergonomic Matting Assessment	•	
Slips Trips and Falls Assessment	•	
Hearing Protection & Conservation Training	•	
Ergonomics Assessments		•
Fall Protection Assessments/Audits		•
Fire and smoke damper inspection & repairs		•
Fire and smoke door inspection & repairs		•
Fire Extinguisher Inspections & Service		•
Fire Protection Assessment & Testing (sprinkler systems)		•
Fire: Sprinkler Line Compliance Management & repairs		•
Firestop and fire barrier inspection & repairs		•
Fleet Safety Assessments		•
Food Safety Compliance/Certification Assessments (FDA/FSMA, HACCP, GFSI)		•
Heat Stress Assessment (Hot & Cold)		•
Hearing - Ear Fit Test		•
Hearing Loss Determinations (Work Related) - Audiologist reviewed		•
Hose Washdown Station - Inspection & Repair Services		•
Indoor Air Quality Assessments		•
Industrial Hygiene Assessments		•
Job Hazard Analysis		•
Lifting & Rigging Site Assessments		•
Ladder Inspection Services		•
Lockout/Tagout Assessments		•
Machine Guarding Audits		•
Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OHSAS18001)		•
Mock CARF Audits		•
Mock MSHA Audits		•
Mock OSHA Audits		•
Mock TJC Audits		•
Noise Surveys (Sound Survey)		•
Online Respirator Medical Clearance Testing		•
OSHA Record Keeping Assessments		•
OSHA Violation Counseling		•
Photo luminescent markings inspection & installation		•
PPE Assessments		•
Pulmonary Function Testing		•
Rigging & Sling Inspections		•
Respirator Fit Testing		•

◆ No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

Service Description	Value Add	Fee-Based
Respirator Fit Testing (Medical Health Questionnaire) - Physician reviewed		•
Silica Dust Exposure Compliance		•
Sustainability Assessments		•
Survey & Analysis of Building Water Systems		•
Ventilation System Testing		•
Vision Screening		•
Business Continuation Plan		•
Emergency Evacuation Plans		•
Equipment Specific Procedure Development (Confined Space)		•
Equipment Specific Procedure Development (Electrical Safety)		•
Equipment Specific Procedure Development (Environmental Safety Hazards)		•
Equipment Specific Procedure Development (Fall Protection)		•
Equipment Specific Procedure Development (Lockout/Tagout)		•
Equipment Specific Procedure Development (Medical & First Aid)		•
Equipment Specific Procedure Development (Occupational Health Hazards)		•
EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)		•
Food Safety Program Development & Qualification		•
LINK360 - Safety Compliance Software (Brady)		•
eLOTO Procedure Writing Software (Master Lock)		•
Process Safety Management		•
Speaking Engagements		•
VPP Management Solutions Assistance		•
Written Safety Program Development		•
Aerial Lift Training		•
Asbestos Awareness Training		•
Arc Flash (NFPA 70E) Training		•
Bloodborne Pathogens Training		•
CFR 49 Hazmat Transportation Training		•
Class 3b and Class 4 Laser Safety Training		•
Radiation Safety Officer (RSO) training		•
Compressed Gas Cylinder Safety Training		•
Confined Space Entry & Rescue Training		•
Crane Operator Safety Training		•
Crane, Sling & Rigging Training		•
Driver /Fleet Safety Training		•
Electrical Safety Training		•
Ergonomics Awareness Training		•
Excavation/Trenching Training		•
Fall Protection Training		•
Fire Barrier Management Training		•
Fire Extinguisher Training		•

◆No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

Service Description	Value Add	Fee-Based
First Aid/CPR/AED Training		•
Mock TJC Audits		•
Noise Surveys (Sound Survey)		•
Online Respirator Medical Clearance Testing		•
OSHA Record Keeping Assessments		•
OSHA Violation Counseling		•
Photo luminescent markings inspection & installation		•
PPE Assessments		•
Pulmonary Function Testing		•
Rigging & Sling Inspections		•
Respirator Fit Testing		•
Respirator Fit Testing (Medical Health Questionnaire) - Physician reviewed		•
Silica Dust Exposure Compliance		•
Sustainability Assessments		•
Survey & Analysis of Building Water Systems		•
Ventilation System Testing		•
Vision Screening		•
Business Continuation Plan		•
Emergency Evacuation Plans		•
Equipment Specific Procedure Development (Confined Space)		•
Equipment Specific Procedure Development (Electrical Safety)		•
Equipment Specific Procedure Development (Environmental Safety Hazards)		•
Equipment Specific Procedure Development (Fall Protection)		•
Equipment Specific Procedure Development (Lockout/Tagout)		•
Equipment Specific Procedure Development (Medical & First Aid)		•
Equipment Specific Procedure Development (Occupational Health Hazards)		•
EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)		•
Food Safety Program Development & Qualification		•
LINK360 - Safety Compliance Software (Brady)		•
eLOTO Procedure Writing Software (Master Lock)		•
Process Safety Management		•
Speaking Engagements		•
VPP Management Solutions Assistance		•
Written Safety Program Development		•
Aerial Lift Training		•
Asbestos Awareness Training		•
Arc Flash (NFPA 70E) Training		•
Bloodborne Pathogens Training		•
CFR 49 Hazmat Transportation Training		•
Class 3b and Class 4 Laser Safety Training		•
Radiation Safety Officer (RSO) training		•

◆ No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

Service Description	Value Add	Fee-Based
Compressed Gas Cylinder Safety Training		•
Confined Space Entry & Rescue Training		•
Crane Operator Safety Training		•
Crane, Sling & Rigging Training		•
Driver /Fleet Safety Training		•
Electrical Safety Training		•
Ergonomics Awareness Training		•
Excavation/Trenching Training		•
Fall Protection Training		•
Fire Barrier Management Training		•
Fire Extinguisher Training		•
First Aid/CPR/AED Training		•
Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)		•
Forklift Lift Training		•
HACCP/Preventive Controls Training		•
HAZWOPER 40/24/8/ Training		•
Hearing Protection Training		•
Hot Work Training (Welding, Oil & Gas)		•
Lockout/Tagout Training		•
Machine Guarding Training		•
Manual Material Handling (MMH)		•
Medical Gas Maintenance Personnel Certification Training (ASSE 6040)		•
OSHA 10/30 Training		•
OSHA Hazard Communication (HAZCOM/GHS) Training		•
RCRA training - Solid and hazardous waste disposal		•
Respirator Training		•
Safety Culture Training		•
Scaffolding Training		•
Toolbox Talks		•
Fall Protection Assessments/Audits		•
Fall Protection Inspections - Harnesses, etc.		•
		•
Fall Protection – Install 3M Flexiguard		•
Engineered Fall Protection (Use 3M Product)		•
Engineered Fall Protection (Use FallTech Product)		•
Engineered Fall Protection (Use Honeywell Product)		•
Engineered Fall Protection (Use MSA Product)		•
Engineered Fall Protection (Use Any Product Supplier)		•
Emergency Preparedness Services		
Open Branch for emergency requirements	•	
Aggression Management Training		•
Behavioral Health Product Installation		•
Emergency Management Program Assessment (accreditation audit)		•
Hazardous Materials Awareness Level Training		•

◆No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

Service Description	Value Add	Fee-Based
Healthcare All-Hazards Evacuation Plan		•
Healthcare All-Hazards Evacuation Training		•
Healthcare Business Continuity Planning (Continuity of Operations Plan)		•
Healthcare Evacuation Exercise		•
Healthcare Security Assmt (Focused-Full)		•
Hospital Command Center (HCC) Workshop		•
Hospital Decontamination Practical Exercise		•
Hospital First Receiver Decontamination Training		•
Hospital Incident Command System (HICS) Essentials Training		•
Hospital Incident Command System (HICS) Workshop		•
Loss of Community Support (96 Hour) Plan		•
Active Shooter Practical Exercise		•
Active Shooter Training		•
Business Continuity Planning Workshop		•
Emergency Operations Plan		•
Homeland Security Exercise Evaluation Program (HSEEP) Exercises		•
Incident Command System (ICS) Training		•
Incident & Inspection Management (iCertainty)		•
Pandemic Response/Personal Protective Equipment Training		•
VersaTrak system installation, training and technical support services		•
EnviroTrak system installation, training and technical support services		•
Technical Services Training		
Electrical Engineering Services - Arc Flash Analysis		•
Electrical Maintenance & Testing - Spare Parts		•
Compliance – Electrical: 1910.269 Electrical Safety for Power Generation, Transmission & Distribution		•
Compliance – Electrical: 2015 NFPA 70E/Arc Flash Electrical Safety		•
Compliance – Electrical: 2018 NFPA 70E/Arc Flash Electrical Safety		•
Compliance – Electrical: 2017 National Electrical Code		•
Compliance - Electrical: Electrical Safety: Practical Skills for Switchgear		•
Compliance – Electrical: Electrical Systems in Hazardous Locations		•
Compliance – Electrical: Grounding & Bonding of Electrical Systems		•
Compliance – Electrical: Grounding & Bonding for Vacuum Trucks		•
Compliance – Electrical: NFPA 101: Life Safety Code® 2012 Edition		•
Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition		•
Compliance – Electrical: National Electric Safety Code		•
Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition		•
Compliance – Electrical: NFPA 101: Life Safety Code® 2012 Edition		•
Compliance – Electrical: NFPA 110: Emergency and Standby Power Systems		•
Compliance – Electrical: NFPA 70B: Electrical Equipment Maintenance		•
Compliance – Electrical: NFPA 72: National Fire Alarm & Signaling		•

◆No charge solutions with qualifying purchases

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Service Description	Value Add	Fee-Based
Code 2019 Edition		
Compliance – Electrical: NFPA 79: Electrical Standard for Industrial Machinery 2018 Edition		•
Compliance – Electrical: NICET Levels I & II		•
Compliance – Mechanical: Confined Space Entry		•
Compliance – Mechanical: DOT Hazardous Materials		•
Compliance – Mechanical: Hazardous Waste Operations (HAZWOPER)		•
Compliance – Mechanical: Hoisting and Rigging		•
Compliance – Mechanical: Uniform Plumbing Code		•
Electrical - Advanced Transformers Maintenance & Testing		•
Electrical - Battery Maintenance & Testing		•
Electrical - Cable Fault Location & Tracing		•
Electrical - Cable Splicing & Termination Medium Voltage		•
Electrical - Cable Testing & Diagnostics		•
Electrical - Circuit Breaker Maintenance Low & Medium Voltage		•
Electrical - Electric Motors: Understanding & Troubleshooting		•
Electrical - Electrical Maintenance & Testing Training		•
Electrical - Electrical Print Reading		•
Electrical - Fiber Optic Training		•
Electrical - Industrial Electricity Basics		•
Electrical - Industrial Electronics & Circuits		•
Electrical - Infrared Thermography		•
Electrical - Instrumentation & Process Control		•
Electrical - Microprocessor Based Protective Device Distribution/Industrial		•
Electrical - Microprocessor Based Protective Device Generation		•
Electrical - PLC: Siemens Step 7		•
Electrical - PLC: Allen-Bradley ControlLogix		•
Electrical - PLC: Automation Systems		•
Electrical - PLC: Programmable Logic Controllers		•
Electrical - Power Factor Testing		•
Electrical - Power Quality Harmonics		•
Electrical - Protective Relay Maintenance Basic & Advanced (mechanical)		•
Electrical - Protective Relay Maintenance Generator		•
Electrical - Protective Relay Maintenance Solid State		•
Electrical - Substation Maintenance 1 & 2		•
Electrical - Transformer Maintenance & Testing		•
Electrical - Troubleshooting Electrical Control Circuits		•
Electrical - Tuning DDC/Process Control Loops		•
Electrical - Variable Frequency Drives		•
HVAC - Advanced Air Conditioning & Refrigeration		•
HVAC - Air Conditioning & Refrigeration		•
HVAC - Balancing of Water and Air Systems		•
HVAC - Boilers: A Technical and Operational Workshop		•

◆No charge solutions with qualifying purchases

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Service Description	Value Add	Fee-Based
HVAC - Brazing for HVAC Basic/Advanced		•
HVAC - Heating and Ventilation		•
Mechanical - Ball Screw Applications and Techniques		•
Mechanical - Bearings and Lubrication Principles		•
Mechanical - Centrifugal Pumps		•
Mechanical - CNC: Computer Numeric Controls – Troubleshooting		•
Mechanical - Hydraulics Training & System Troubleshooting		•
Mechanical - Machine Tool Alignment: 3-Axis Alignment		•
Mechanical - Machine Tool Alignment: 5-Axis Alignment		•
Mechanical - Machine Tool Alignment: Concepts		•
Mechanical - Machine Tool Alignment: Positioning and Accuracy		•
Mechanical - Mechanical Drives/Power Transmission		•
Mechanical - Pneumatic - Electro-Pneumatics Training		•
Mechanical - Shaft Alignment w/ Laser Alignment		•
Mechanical - Welding Certification, Principles and Procedures		•
Compliance - Mechanical: Occupational Exposure Hazardous Chemicals in Labs		•
Mechanical - Vibration Analysis		•
Facility Roofing Sservices		
Air Barrier Audits		•
Infrared Scan		•
OLI Services		•
Patch & Repair		•
Roof Cleaning		•
Roof Restoration		•
Rooftop Safety Installation		•
Tremcare Warranty		•
Ceiling Tile Installation/Replacement		•
Lab Services		
Lab Furniture Assembly and Installation		•
TV Furniture Assembly and Installation		•
Energy Services		
Water Conservation		•
Midstream Utility Rebate Incentives		•
System Studies		•
Compressed Air System		
Dust Collection System		
Steam Trap Assessments		•
Environmentally Preferred Product Services and Training		
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	
Georgia-Pacific /Battery Recycling Program	•	
GOJO / Dispenser Disposal & Recovery	•	

◆No charge solutions with qualifying purchases

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Service Description	Value Add	Fee-Based
GOJO / Pre-Installation Site Survey	•	
Rubbermaid / Innovative Solutions Mobile Showroom	•	
Rubbermaid / Recycling Solutions	•	
Rubbermaid / Waste Audits	•	
Rubbermaid / Site Assessments & ROI Calculators	•	
Rubbermaid / LEED® Certification Support	•	
New Pig Spill Preparedness Program	•	
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	
Georgia-Pacific / Battery Recycling Program	•	
GOJO / Dispenser Disposal & Recovery	•	
GOJO / Pre-Installation Site Survey	•	
Rubbermaid / Innovative Solutions Mobile Showroom	•	
Rubbermaid / Recycling Solutions	•	
Rubbermaid / Waste Audits	•	
Rubbermaid / Site Assessments & ROI Calculators	•	
Rubbermaid / LEED® Certification Support	•	
New Pig Spill Preparedness Program	•	
Diversey / Greenguard Certification	•	
Diversey / Floor Care Productivity Survey	•	
Georgia-Pacific / Dispenser Refurbish, Recycle, Reuse (RRR) Program	•	
Georgia-Pacific / LEED® Calculator & LEED® Reporting	•	

◆No charge solutions with qualifying purchases

Services list is accurate as of 033119 – Services are continually added and fee status may change.

GRAINGER'S SAFETY ASSESSMENT PROCESS

Grainger's safety assessment process utilizes specialists with specific qualifications to work with you to determine your safety needs. Our Safety Specialists use the **Grainger Site Assessment Tool**SM to conduct detailed and personalized safety assessments to help improve your safety program*.

Intuitive forms are designed to take the hassle out of compliance checks. Our Safety Specialists utilize a mobile app that allows the right questions to get asked. Simply answer compliance questions with the Grainger Safety Specialist and the Grainger Site Assessment Tool compiles them immediately.

When the inspection is finished, you'll get an instant look at facility strengths, weaknesses and high-priority issues through reports generated by the Grainger Site Assessment Tool. The reports will help you identify actions to be taken to address specific safety program needs within your facility.



Eyewash & Shower - 586095

Auto Complete Mark Complete Download

Search: Answers

Form Details

Eyewash & Shower Assessment

* 1: Have you ever performed an assessment of the facility to determine the need for and location of emergency flushing equipment?

(Y) Yes

* 2: Was the assessment done recently to account for all hazards that may be present?

* 3: Do you currently have equipment that provides for quick drenching or flushing of the eyes and/or body at this facility?

EYEWASH & SHOWER ASSESSMENT

* 1: Have you ever performed an assessment of the facility to determine the need for and location of emergency flushing equipment?

If no, align onsite eyewash shower assessment service and end this assessment. If unsure, capture contact information in the comments section and revisit this question after talking with identified contact.

(Y) Yes

(N) No

(U) Unsure

Enter any additional comments...

Comments & Resources (1)

Priority

NA Good Low Med High

Photos: (0)

Add Photos

PERSONALIZED: Interactive form allows the Grainger Safety Specialist to add comments and take photos on site, providing a quick and comprehensive reference of the inspection findings.



DYNAMIC: Questions change based on your specific answers, allowing our Grainger Safety Specialist to quickly recommend and deliver an appropriate Grainger safety solution.

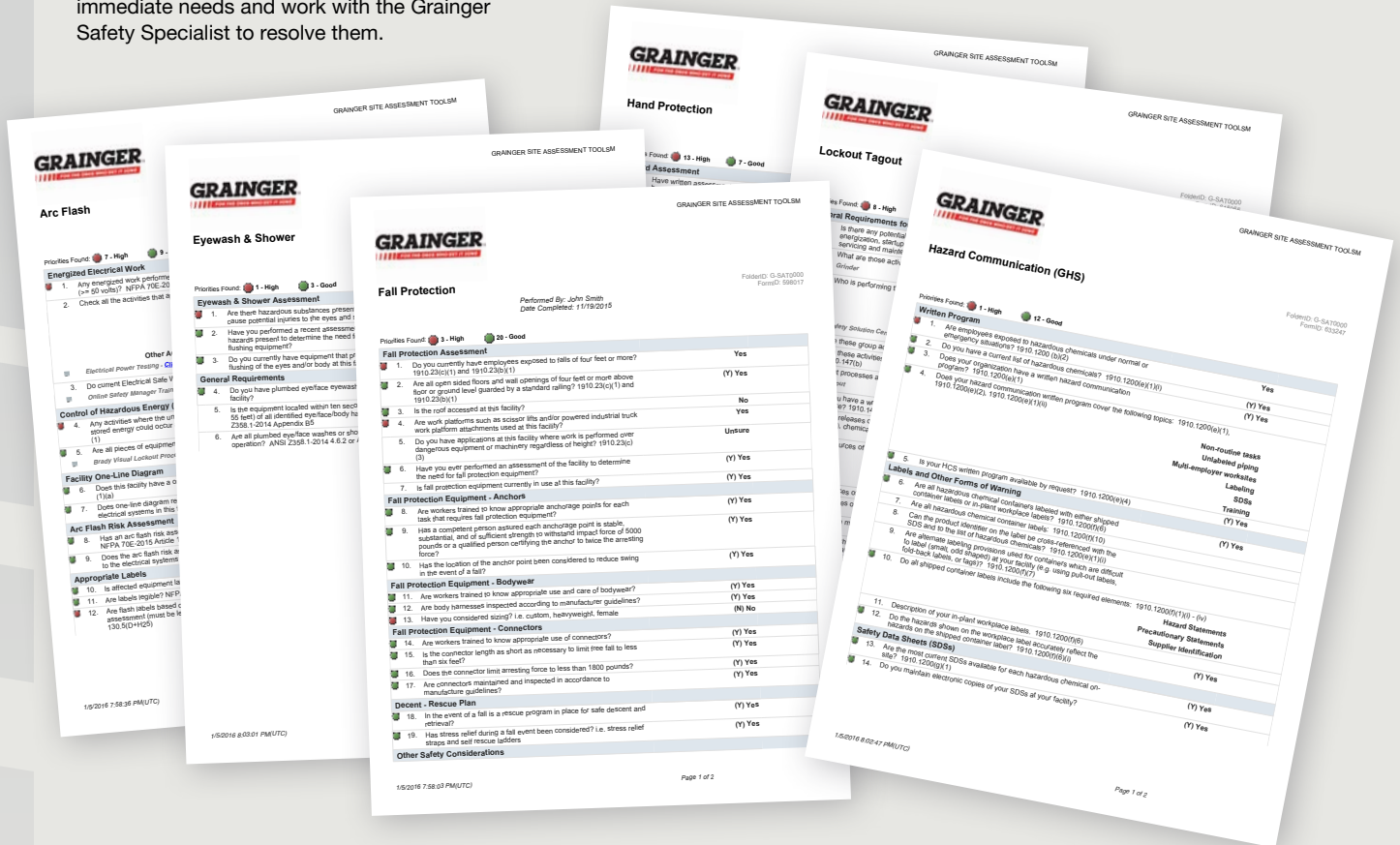
Hazard Communication (GHS)

FolderID: G-SAT0000
FormID: 633247

Priorities Found: ● 1 - High ● 12 - Good

Written Program	
● 1. Are employees exposed to hazardous chemicals under normal or emergency situations? 1910.1200 (b)(2)	Yes
● 2. Do you have a current list of hazardous chemicals? 1910.1200(e)(1)(i)	(Y) Yes
● 3. Does your organization have a written hazard communication program? 1910.1200(e)(1)	(Y) Yes
● 4. Does your hazard communication written program cover the following topics: 1910.1200(e)(1), 1910.1200(e)(2), 1910.1200(e)(1)(ii)	
Non-routine tasks Unlabeled piping	

ORGANIZED: Forms are customized for all locations within your facility. Easy-to-read results help you quickly identify safety issues/ immediate needs and work with the Grainger Safety Specialist to resolve them.



Contact a Grainger Rep today for your free compliance check and get instant results!

**Please Note: The content in this flyer is intended for general information purposes only. This publication is not a substitute for review of the applicable government regulations and standards, and should not be construed as legal advice or opinion. Readers with specific compliance questions should refer to the cited regulation or consult with an attorney.*



Safety Walk-Arounds for Managers



This fact sheet provides guidance to help managers and business owners conduct safety walk-arounds to identify hazards in the workplace and communicate with workers about hazards in their jobs.

There are at least two reasons why managers and owners should periodically conduct workplace inspections themselves. First, inspections demonstrate management’s commitment to improving safety and health by finding and fixing hazards. Second, walk-arounds let managers see for themselves how the safety and health program is working and whether it is effective in identifying and eliminating hazards. Safety walk-arounds can also help managers and owners assess how key elements of the safety program are working. For example, how engaged are workers in the program? Do workers feel they have received appropriate training? Do they know how to report a safety or health incident or concern?

PRE-INSPECTION ACTIVITIES

Preparation is important prior to starting an inspection. Take the time to familiarize yourself with the workplace and operations and the hazards that have been previously identified. Pre-inspection activities might include:

- Identify the most hazardous areas by examining past inspection reports, injury and workers compensation records, incident investigation reports, and recent near-miss incidents. Plan to focus your inspections on areas where hazards have been identified and check to see if previously-identified hazards have been abated or if further action is needed.
- Talk to workplace safety representatives and other managers or supervisors about their safety observations and concerns.



- If the workplace has a safety committee, meet with the committee prior to the inspection to get their perspective on the most important safety issues.
- Determine what safety equipment you will need to conduct the inspection.
- It is important to lead by example, and wearing the right personal protective equipment (PPE) sets a good example. Practice wearing the PPE to make sure you know how to put it on properly, and that it fits.
- Consider taking the same hazard identification safety training taken by workers, managers, or the safety committee.

ONSITE INSPECTION ACTIVITIES

When onsite, make sure you are wearing the right PPE for each area you enter. Nothing takes away credibility faster than having the wrong PPE or not wearing it properly. Be safe; don’t expose yourself to hazards during an inspection.

Limit the size of the inspection group. Large groups tend to stifle open communication with workers.

Look for easily observable hazards first, such as:

- Tripping hazards
- Blocked exits
- Frayed/exposed electrical wires

- Missing machine guards
- Poor housekeeping
- Poorly maintained equipment

Look for property damage, such as walls or doors damaged by equipment or forklift traffic. Such damage may indicate a potential for future worker injuries.

Talk to workers at their work stations. Workers are likely to know the most about the hazards and safety issues in their jobs. Tap into that knowledge. Make them comfortable talking with you. Assure them that you are interested in finding problems and fixing them, i.e., improving safety, not blaming anyone for your findings. Avoid yes/no questions. Encourage conversation. Ask open-ended questions such as:

- What is the most hazardous task in your job? What makes it hazardous?
- If you have been injured in your job, what was the injury and how did it happen? What was done to make your job safer?
- How would you report an injury, hazard, or near-miss?

Seek out and talk to the most recently-hired workers to get their perspective on safety. These “fresh eyes” could have valuable insights.

Observe workers as they perform their job. For example, do they lift heavy objects? Do they stand/sit in awkward postures? Are they performing repetitive motions? If so, take notes and photos. If their job involves handling chemicals or exposure to excessive noise and/or heat, a more detailed evaluation by a safety professional may be in order.

Try to find solutions for hazards while you are conducting the inspection by applying your own creativity and inspiring the creativity of workers. Finding solutions “on the spot” demonstrates your commitment to making the workplace safer.

Prior to completing the inspection, make a list of hazards that need to be addressed and prioritize them according to the severity of the potential injuries that might occur as a result of workers being exposed to the hazards.

POST-INSPECTION ACTIVITIES

Post-inspection follow-up is important to establishing your credibility as a manager who is committed to improving safety. Failure to follow up can often stifle worker participation and enthusiasm, which can be hard to regain.

Very soon after your inspection, prepare an abatement plan containing a list of the hazards found, corrective actions needed, and a reasonable timeline for implementation. Some complex hazards may require further evaluation, study, or engineering work to design and implement appropriate controls. Describe briefly how the hazards will be addressed and identify interim controls that will be used while more permanent measures are developed.

Share the abatement plan with managers, supervisors, and workers as a way of showing your commitment to fixing the safety issues found during your inspection. Track progress by sharing or posting periodic updates to the plan. Ensure all corrective actions are implemented in a timely fashion.



GRAINGER SAFETY SERVICES NETWORK

Grainger's network of health and safety service providers is committed to providing you with quality, cost-effective on-site and online services.

Consisting of a highly trained network of Certified Industrial Hygienists (CIH) and Certified Safety Professionals (CSP), as well as other safety and health professionals, Grainger possesses the expertise and resources to provide training, on-site testing and auditing, and web-based tools designed to aid in your occupational safety and health programs on a national scale.

AIRBORNE CONTAMINANTS & NOISE

Audits & Assessments

Audiometric Testing/Re-Testing
Employee Exposure Monitoring
Environmental Compliance Audits
Hearing - Ear Fit Test
Hearing Loss Determinations (Work Related) - Audiologist Reviewed
Indoor Air Quality Assessments
Industrial Hygiene Assessments
Noise Surveys (Sound Survey)
Online Respirator Medical Clearance Testing
Pulmonary Function Testing

Respirator Fit Testing

Respirator Fit Testing (Medical Health Questionnaire) - Physician Reviewed
Silica Dust Exposure Compliance

Ventilation System Testing

Program Development

Equipment Specific Procedure Development (Occupational Health Hazards)

Training

Asbestos Awareness Training
Hearing Protection Training
Respirator Training

ARC FLASH/ELECTRICAL SAFETY

Audits & Assessments

Arc Flash Analysis
Electrical Safety Assessments

Program Development

Equipment Specific Procedure Development (Electrical Safety)

Training

2015 NFPA 70E/Arc Flash Electrical Safety Training
2017 National Electrical Code Training
2018 NFPA 70E/Arc Flash Electrical Safety Training
Arc Flash (NFPA 70E) Training

ARC FLASH/ELECTRICAL SAFETY Continued

Training

1910.269 Electrical Safety for Power Generation, Transmission & Distribution Training
Electrical Safety Training
Electrical Safety: Hands-on Practical Skills Application Training
Electrical Systems in Hazardous Locations Training
Electrical: NICET Levels I & II Training
Grounding & Bonding of Electrical Systems or Vacuum Trucks Training
National Electric Safety Code Training
NFPA 101: Life Safety Code® 2012 Edition Training
NFPA 110: Emergency & Standby Power Systems Training
NFPA 70B: Electrical Equipment Maintenance Training
NFPA 72: National Fire Alarm & Signaling Code 2019 Edition Training
NFPA 79: Electrical Standard for Industrial Machinery 2019 Edition Training
NFPA 99: Standard for Health Care Facilities 2012 Edition Training

CONFINED SPACE

Audits & Assessments

Confined Space Identification/Audits

Program Development

Equipment Specific Procedure Development (Confined Space)

Training

Confined Space Entry & Rescue Training

DIGITAL SAFETY TOOLKIT

Digital EHS Tools

Incident & Inspection Management
Learning Management
Occupational Health
SDS Management
Safety Assessments
Specialized Training

EMERGENCY PLANNING & RESPONSE

Audits & Assessments

Backflow System Inspection & Service
Emergency Light & Exit Lights Inspections & Service
Fire Alarm System Design & Installation*
Fire Alarm System Inspection & Service
Fire Barrier Inspection & Repairs
Fire Damper Inspection & Repairs
Fire Door Inspection & Repairs
Fire Extinguisher Inspections & Service
Fire Protection Assessment & Testing (Sprinkler Systems)
Fire Protection Design & Installation (Sprinkler Systems)*
Fire Protection Inspection, Testing & Maintenance (Sprinkler Systems)
Fire: Special Hazard Fire Suppression System Design & Installation*
Fire: Sprinkler Line Compliance Management & Repairs
Kitchen Hood Suppression System Inspection & Service
Photo Luminescent Markings Inspection & Installation
Special Hazard Fire Suppression System Design & Installation*

Exercise & Workshop

Active Shooter Practical Exercise
Business Continuity Planning Workshop
Homeland Security Exercise Evaluation Program (HSEEP) Exercises

Program Development

Emergency Evacuation Plans
Emergency Operations Plan

Training

Active Shooter Training
Fire Barrier Management Training
Fire Extinguisher Training
Incident Command System (ICS) Training
Pandemic Response/Personal Protective Equipment Training

* Services are only available through Grainger third-party provider.

Contact Your Grainger Rep for Details, Availability and Eligibility

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GRAINGER SAFETY SERVICES NETWORK

EMERGENCY PREPAREDNESS SERVICE

Healthcare Industry Specific

Aggression Management Training
 Behavioral Health Product Installation
 Emergency Management Program Assessments (Accreditation Audits)
 Hazardous Materials Awareness Level Training
 Healthcare All-Hazards Evacuation Plan
 Healthcare All-Hazards Evacuation Training
 Healthcare Business Continuity Planning (Continuity of Operations Plan)
 Healthcare Evacuation Exercise
 Healthcare Security Assessment (Focused-Full)

Hospital Command Center (HCC) Workshop

Hospital Decontamination Practical Exercise
 Hospital First Receiver Decontamination Training
 Hospital Incident Command System (HICS) Essentials Training
 Hospital Incident Command System (HICS) Workshop

Loss of Community Support (96-hour) Plan

ENVIRONMENTAL SAFETY HAZARDS

Audits & Assessments

Combustible Dust Surveys
 Heat Stress Assessment (Temperature Stress)

Program Development

Equipment Specific Procedure Development (Environmental Safety Hazards)

Training

Hot Work Training (Welding, Oil & Gas)

ERGONOMICS

Audits & Assessments

Ergonomics Assessments

Training

Ergonomics Awareness Training

LOCKOUT/TAGOUT

Audits & Assessments

Lockout/Tagout Assessments

Program Development

Equipment Specific Procedure Development (Lockout/Tagout)

Software

LINK360 Safety Compliance Software
 eLOTO Lockout Procedure Software

Training

Lockout/Tagout Training

MACHINE GUARDING

Audits & Assessments

Machine Guarding Audits

Full Turnkey Solution

Assessment, Engineering & Design, Installation & Training

Training

Machine Guarding Training

MANAGED BENEFIT PROGRAMS

Managed Footwear Program

Safety Prescription Eyewear

MATERIAL HANDLING

Audits & Assessments

Crane & Hoist Inspections
 Lifting & Rigging Site Assessments
 Rigging & Sling Inspections

Training

CFR 49 Hazmat Transportation Training
 Crane, Hoist, Sling & Rigging Training
 Crane Operator Safety Training
 DOT Hazardous Materials Training

Driver/Fleet Safety Training

Forklift Lift Training

Manual Material Handling (MMH) Training

MEDICAL/FIRST AID

Audits & Assessments

AED Inspection Services
 Emergency Eye Wash Station Assessments & Inspections

Program Development

Equipment Specific Procedure Development (Medical & First Aid)

Training

Bloodborne Pathogens Training
 First Aid/CPR/AED Training

PPE

Audits & Assessments

PPE Assessments
 Vision Screening

SAFETY COMMUNICATIONS

Training

HAZWOPER 40/24/8/ Training

WORKING AT ELEVATED HEIGHTS

Audits & Assessments

Fall Protection Assessments/Audits/Inspections
 Ladder Inspection Services

Program Development

Equipment Specific Procedure Development (Fall Protection)

Training

Aerial Lift Training
 Fall Protection Training
 Scaffolding Training

FOOD SAFETY

Audits & Assessments

Food Safety Compliance/Certification (FDA/FSMA, HACCP, GFSI)

Program Development

Food Safety Program Development & Qualification

Temperature Monitoring & Compliance

EnviroTrak™

VersaTrak™

Training

Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)

HACCP/Preventive Control Training

GENERAL SAFETY

Audits & Assessments

Behavioral Health Safety Risk Assessment

Bio Safety Solutions

Fleet Safety Assessments

Job Hazard Analysis

Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OSHAS18001)

Mock Audits: CARF

Mock Audits: MSHA

Mock Audits: OSHA

Mock Audits: TJC (The Joint Commission)

OSHA Recordkeeping Assessments

OSHA Violation Counseling

Survey & Analysis of Building Water Systems

Sustainability Assessments

Program Development

Business Continuation Plan

EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)

Expert Witness

Process Safety Management

Speaking Engagements

Temporary Safety Professionals/Permanent Safety Staffing

VPP Management Solutions Assistance

Written Safety Program Development

Training

Class 3b and Class 4 Laser Safety Training

Compressed Gas Cylinder Safety Training

Excavation/Trenching Training

Medical Gas Maintenance Personnel Certification Training (ASSE 6040)

Natural Gas Maintenance & Safety Training

OSHA 10/30 Training

OSHA Hazard Communication (HAZCOM/GHS) Training

Plumbing Standards Training

RCRA Training (Solid & Hazardous Waste Disposal)

Radiation Safety Officer (RSO) Training

Safety Culture Training

Toolbox Talks

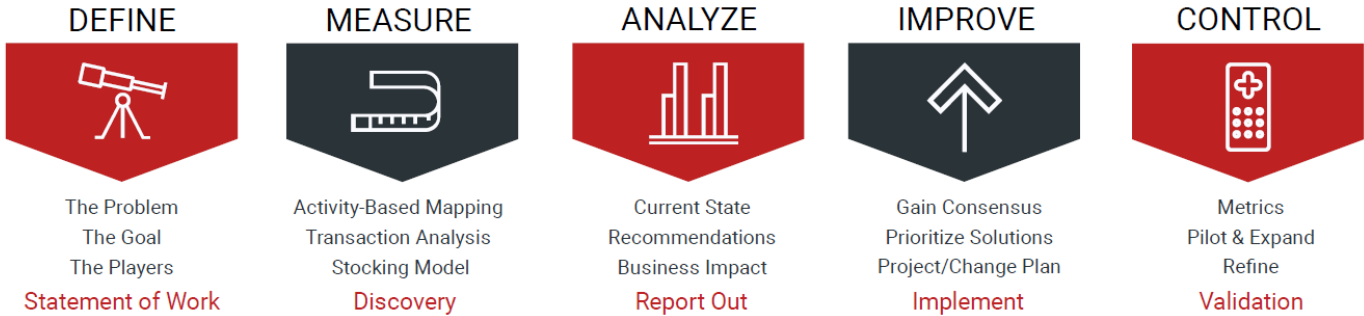
Contact Your Grainger Rep for Details, Availability and Eligibility

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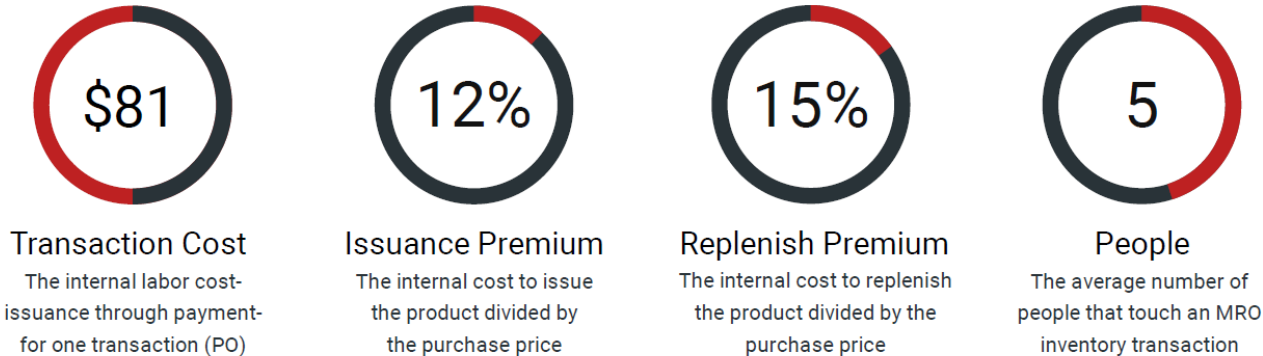
INVENTORY BASELINE

OVERVIEW - The purpose of the Inventory Baseline is to streamline the process of replenishing and issuing MRO inventory to improve maintenance productivity and plant performance. The objective is to cost effectively manage parts and supplies, maximize "wrench time" and maintain appropriate inventory controls. While carrying MRO inventory is a requirement for most companies, there are significant opportunities to eliminate waste, improve productivity and achieve a lower Total Cost of Ownership (TCO).

METHODOLOGY - We use a LEAN, Six Sigma approach for the project to gain a robust understanding of your company's current MRO operations and processes. Our experience and your data drive our recommendations.



KEY METRICS - We identify the key performance indicators for cost savings, productivity and quality. We capture the current state data and model it against an optimum future state to identify improvement opportunities.



DELIVERABLES - The Inventory Baseline delivers the results from our analysis while identifying "bite-size" continuous improvement (CI) projects to attain and sustain the recommended changes.





City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

WW GRAINGER INC
100 GRAINGER PKWY
LAKE FOREST IL 60045

License Number: 1011332

Type: Other Miscellaneous Durable Goods Mercha

Issue Date: March 28, 2019

Expiration Date: December 31, 2019

Owner:

WW GRAINGER INC

This license / permit is **non transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2019



Non-Transferable

1011332

MUST BE DISPLAYED IN A
CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

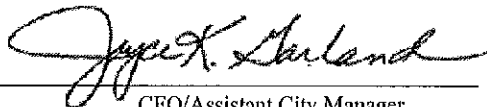
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code

Issued To: WW GRAINGER INC

Located At: 3415 S DODGE BLVD, TUCSON AZ
85713

Effective: January 01, 2019

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager

Service Category	Service • Training • Assessment Description
Assessment, Studies, Testing & Audits	Arc Flash Analysis
Assessment, Studies, Testing & Audits	AED Inspection Services
Assessment, Studies, Testing & Audits	Audiometric Testing/Re-Testing
Assessment, Studies, Testing & Audits	Behavioral Health Safety Risk Assessment
Assessment, Studies, Testing & Audits	Bio Safety Solutions
Assessment, Studies, Testing & Audits	Combustible Dust Surveys
Assessment, Studies, Testing & Audits	Confined Space Identification/Audits
Assessment, Studies, Testing & Audits	Crane & Hoist Inspections
Assessment, Studies, Testing & Audits	Electrical Safety Assessments
Assessment, Studies, Testing & Audits	Emergency Eye Wash Station Assessments & Inspections
Assessment, Studies, Testing & Audits	Employee Exposure Monitoring
Assessment, Studies, Testing & Audits	Environmental Compliance Audits
Assessment, Studies, Testing & Audits	Ergonomics Assessments
Assessment, Studies, Testing & Audits	Fall Protection Assessments/Audits
Assessment, Studies, Testing & Audits	Fire and smoke damper inspection & repairs
Assessment, Studies, Testing & Audits	Fire and smoke door inspection & repairs
Assessment, Studies, Testing & Audits	Fire Extinguisher Inspections & Service
Assessment, Studies, Testing & Audits	Fire Protection Assessment & Testing (sprinkler systems)
Assessment, Studies, Testing & Audits	Fire: Sprinkler Line Compliance Management & repairs
Assessment, Studies, Testing & Audits	Firestop and fire barrier inspection & repairs
Assessment, Studies, Testing & Audits	Fleet Safety Assessments
Assessment, Studies, Testing & Audits	Food Safety Compliance/Certification Assessments (FDA/FSMA, HACCP, GFSI)
Assessment, Studies, Testing & Audits	Heat Stress Assessment (Hot & Cold)
Assessment, Studies, Testing & Audits	Hearing - Ear Fit Test
Assessment, Studies, Testing & Audits	Hearing Loss Determinations (Work Related) - Audiologist reviewed
Assessment, Studies, Testing & Audits	Hose Washdown Station - Inspection & Repair Services
Assessment, Studies, Testing & Audits	Indoor Air Quality Assessments
Assessment, Studies, Testing & Audits	Industrial Hygiene Assessments
Assessment, Studies, Testing & Audits	Job Hazard Analysis
Assessment, Studies, Testing & Audits	Lifting & Rigging Site Assessments
Assessment, Studies, Testing & Audits	Ladder Inspection Services
Assessment, Studies, Testing & Audits	Lockout/Tagout Assessments
Assessment, Studies, Testing & Audits	Machine Guarding Audits
Assessment, Studies, Testing & Audits	Management System Assessments, Integration & Certification Preparation (ISO9001/14001/22001/45001, OHSAS18001)
Assessment, Studies, Testing & Audits	Mock CARF Audits
Assessment, Studies, Testing & Audits	Mock MSHA Audits
Assessment, Studies, Testing & Audits	Mock OSHA Audits
Assessment, Studies, Testing & Audits	Mock TJC Audits

Service Category	Service • Training • Assessment Description
Assessment, Studies, Testing & Audits	Noise Surveys (Sound Survey)
Assessment, Studies, Testing & Audits	Online Respirator Medical Clearance Testing
Assessment, Studies, Testing & Audits	OSHA Record Keeping Assessments
Assessment, Studies, Testing & Audits	OSHA Violation Counseling
Assessment, Studies, Testing & Audits	Photo luminescent markings inspection & installation
Assessment, Studies, Testing & Audits	PPE Assessments
Assessment, Studies, Testing & Audits	Pulmonary Function Testing
Assessment, Studies, Testing & Audits	Rigging & Sling Inspections
Assessment, Studies, Testing & Audits	Respirator Fit Testing
Assessment, Studies, Testing & Audits	Respirator Fit Testing (Medical Health Questionnaire) - Physician reviewed
Assessment, Studies, Testing & Audits	Silica Dust Exposure Compliance
Assessment, Studies, Testing & Audits	Sustainability Assessments
Assessment, Studies, Testing & Audits	Survey & Analysis of Building Water Systems
Assessment, Studies, Testing & Audits	Ventilation System Testing
Assessment, Studies, Testing & Audits	Vision Screening
Safety Program Development & Support Services	Business Continuation Plan
Safety Program Development & Support Services	Emergency Evacuation Plans
Safety Program Development & Support Services	Equipment Specific Procedure Development (Confined Space)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Electrical Safety)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Environmental Safety Hazards)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Fall Protection)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Lockout/Tagout)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Medical & First Aid)
Safety Program Development & Support Services	Equipment Specific Procedure Development (Occupational Health Hazards)
Safety Program Development & Support Services	EHS Management System Program Development (ISO9001/14001/22001/45001, OHSAS18001)
Safety Program Development & Support Services	Food Safety Program Development & Qualification
Safety Program Development & Support Services	LINK360 - Safety Compliance Software (Brady)
Safety Program Development & Support Services	eLOTO Procedure Writing Software (Master Lock)
Safety Program Development & Support Services	Process Safety Management
Safety Program Development & Support Services	Speaking Engagements
Safety Program Development & Support Services	VPP Management Solutions Assistance
Safety Program Development & Support Services	Written Safety Program Development
Safety Training Development & Support Services	Aerial Lift Training
Safety Training Development & Support Services	Asbestos Awareness Training
Safety Training Development & Support Services	Arc Flash (NFPA 70E) Training
Safety Training Development & Support Services	Bloodborne Pathogens Training
Safety Training Development & Support Services	CFR 49 Hazmat Transportation Training

Service Category	Service • Training • Assessment Description
Safety Training Development & Support Services	Class 3b and Class 4 Laser Safety Training
Safety Training Development & Support Services	Radiation Safety Officer (RSO) training
Safety Training Development & Support Services	Compressed Gas Cylinder Safety Training
Safety Training Development & Support Services	Confined Space Entry & Rescue Training
Safety Training Development & Support Services	Crane Operator Safety Training
Safety Training Development & Support Services	Crane, Sling & Rigging Training
Safety Training Development & Support Services	Driver /Fleet Safety Training
Safety Training Development & Support Services	Electrical Safety Training
Safety Training Development & Support Services	Ergonomics Awareness Training
Safety Training Development & Support Services	Excavation/Trenching Training
Safety Training Development & Support Services	Fall Protection Training
Safety Training Development & Support Services	Fire Barrier Management Training
Safety Training Development & Support Services	Fire Extinguisher Training
Safety Training Development & Support Services	First Aid/CPR/AED Training
Safety Training Development & Support Services	Food Program Training (FDA/FSMA, FSSC22000, GFSI, GMPs, SQF)
Safety Training Development & Support Services	Forklift Lift Training
Safety Training Development & Support Services	HACCP/Preventive Controls Training
Safety Training Development & Support Services	HAZWOPER 40/24/8/ Training
Safety Training Development & Support Services	Hearing Protection Training
Safety Training Development & Support Services	Hot Work Training (Welding, Oil & Gas)
Safety Training Development & Support Services	Lockout/Tagout Training
Safety Training Development & Support Services	Machine Guarding Training
Safety Training Development & Support Services	Manual Material Handling (MMH)
Safety Training Development & Support Services	Medical Gas Maintenance Personnel Certification Training (ASSE 6040)
Safety Training Development & Support Services	OSHA 10/30 Training
Safety Training Development & Support Services	OSHA Hazard Communication (HAZCOM/GHS) Training
Safety Training Development & Support Services	RCRA training - Solid and hazardous waste disposal
Safety Training Development & Support Services	Respirator Training
Safety Training Development & Support Services	Safety Culture Training
Safety Training Development & Support Services	Scaffolding Training
Safety Training Development & Support Services	Toolbox Talks
Emergency Preparedness Services - HealthCare Specific	Aggression Management Training
Emergency Preparedness Services - HealthCare Specific	Behavioral Health Product Installation
Emergency Preparedness Services - HealthCare Specific	Emergency Management Program Assessment (accreditation audit)
Emergency Preparedness Services - HealthCare Specific	Hazardous Materials Awareness Level Training
Emergency Preparedness Services - HealthCare Specific	Healthcare All-Hazards Evacuation Plan
Emergency Preparedness Services - HealthCare Specific	Healthcare All-Hazards Evacuation Training

Service Category	Service • Training • Assessment Description
Emergency Preparedness Services - HealthCare Specific	Healthcare Business Continuity Planning (Continuity of Operations Plan)
Emergency Preparedness Services - HealthCare Specific	Healthcare Evacuation Exercise
Emergency Preparedness Services - HealthCare Specific	Healthcare Security Assmt (Focused-Full)
Emergency Preparedness Services - HealthCare Specific	Hospital Command Center (HCC) Workshop
Emergency Preparedness Services - HealthCare Specific	Hospital Decontamination Practical Exercise
Emergency Preparedness Services - HealthCare Specific	Hospital First Receiver Decontamination Training
Emergency Preparedness Services - HealthCare Specific	Hospital Incident Command System (HICS) Essentials Training
Emergency Preparedness Services - HealthCare Specific	Hospital Incident Command System (HICS) Workshop
Emergency Preparedness Services - HealthCare Specific	Loss of Community Support (96 Hour) Plan
Emergency Preparedness Services - Multiple Industries	Active Shooter Practical Exercise
Emergency Preparedness Services - Multiple Industries	Active Shooter Training
Emergency Preparedness Services - Multiple Industries	Business Continuity Planning Workshop
Emergency Preparedness Services - Multiple Industries	Emergency Operations Plan
Emergency Preparedness Services - Multiple Industries	Homeland Security Exercise Evaluation Program (HSEEP) Exercises
Emergency Preparedness Services - Multiple Industries	Incident Command System (ICS) Training
Emergency Preparedness Services - Multiple Industries	Incident & Inspection Management (iCertainty)
Emergency Preparedness Services - Multiple Industries	Pandemic Response/Personal Protective Equipment Training
VersaTrak Services - Healthcare/Food & Beverage	VersaTrak system installation, training and technical support services
EnviroTrak Services - Food & Beverage	EnviroTrak system installation, training and technical support services
Arc Flash & Electrical Services	Electrical Engineering Services - Arc Flash Analysis
Arc Flash & Electrical Services	Electrical Maintenance & Testing - Spare Parts
Technician Skill & Safety Training	Compliance – Electrical: 1910.269 Electrical Safety for Power Generation, Transmission & Distribution
Technician Skill & Safety Training	Compliance – Electrical: 2015 NFPA 70E/Arc Flash Electrical Safety
Technician Skill & Safety Training	Compliance – Electrical: 2018 NFPA 70E/Arc Flash Electrical Safety
Technician Skill & Safety Training	Compliance – Electrical: 2017 National Electrical Code
Technician Skill & Safety Training	Compliance - Electrical: Electrical Safety: Practical Skills for Switchgear
Technician Skill & Safety Training	Compliance – Electrical: Electrical Systems in Hazardous Locations
Technician Skill & Safety Training	Compliance – Electrical: Grounding & Bonding of Electrical Systems
Technician Skill & Safety Training	Compliance – Electrical: Grounding & Bonding for Vacuum Trucks
Technician Skill & Safety Training	Compliance – Electrical: NFPA 101: Life Safety Code® 2012

Service Category	Service • Training • Assessment Description
	Edition
Technician Skill & Safety Training	Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition
Technician Skill & Safety Training	Compliance – Electrical: National Electric Safety Code
Technician Skill & Safety Training	Compliance – Electrical: NFPA 99: Standard for Health Care Facilities 2012 Edition
Technician Skill & Safety Training	Compliance – Electrical: NFPA 101: Life Safety Code® 2012 Edition
Technician Skill & Safety Training	Compliance – Electrical: NFPA 110: Emergency and Standby Power Systems
Technician Skill & Safety Training	Compliance – Electrical: NFPA 70B: Electrical Equipment Maintenance
Technician Skill & Safety Training	Compliance – Electrical: NFPA 72: National Fire Alarm & Signaling Code 2019 Edition
Technician Skill & Safety Training	Compliance – Electrical: NFPA 79: Electrical Standard for Industrial Machinery 2018 Edition
Technician Skill & Safety Training	Compliance – Electrical: NICET Levels I & II
Technician Skill & Safety Training	Compliance – Mechanical: Confined Space Entry
Technician Skill & Safety Training	Compliance – Mechanical: DOT Hazardous Materials
Technician Skill & Safety Training	Compliance – Mechanical: Hazardous Waste Operations (HAZWOPER)
Technician Skill & Safety Training	Compliance – Mechanical: Hoisting and Rigging
Technician Skill & Safety Training	Compliance – Mechanical: Uniform Plumbing Code
Technician Skill & Safety Training	Electrical - Advanced Transformers Maintenance & Testing
Technician Skill & Safety Training	Electrical - Battery Maintenance & Testing
Technician Skill & Safety Training	Electrical - Cable Fault Location & Tracing
Technician Skill & Safety Training	Electrical - Cable Splicing & Termination Medium Voltage
Technician Skill & Safety Training	Electrical - Cable Testing & Diagnostics
Technician Skill & Safety Training	Electrical - Circuit Breaker Maintenance Low & Medium Voltage
Technician Skill & Safety Training	Electrical - Electric Motors: Understanding & Troubleshooting
Technician Skill & Safety Training	Electrical - Electrical Maintenance & Testing Training
Technician Skill & Safety Training	Electrical - Electrical Print Reading
Technician Skill & Safety Training	Electrical - Fiber Optic Training
Technician Skill & Safety Training	Electrical - Industrial Electricity Basics
Technician Skill & Safety Training	Electrical - Industrial Electronics & Circuits
Technician Skill & Safety Training	Electrical - Infrared Thermography
Technician Skill & Safety Training	Electrical - Instrumentation & Process Control
Technician Skill & Safety Training	Electrical - Microprocessor Based Protective Device Distribution/Industrial
Technician Skill & Safety Training	Electrical - Microprocessor Based Protective Device Generation
Technician Skill & Safety Training	Electrical - PLC: Siemens Step 7
Technician Skill & Safety Training	Electrical - PLC: Allen-Bradley ControlLogix
Technician Skill & Safety Training	Electrical - PLC: Automation Systems
Technician Skill & Safety Training	Electrical - PLC: Programmable Logic Controllers
Technician Skill & Safety Training	Electrical - Power Factor Testing

Service Category	Service • Training • Assessment Description
Technician Skill & Safety Training	Electrical - Power Quality Harmonics
Technician Skill & Safety Training	Electrical - Protective Relay Maintenance Basic & Advanced (mechanical)
Technician Skill & Safety Training	Electrical - Protective Relay Maintenance Generator
Technician Skill & Safety Training	Electrical - Protective Relay Maintenance Solid State
Technician Skill & Safety Training	Electrical - Substation Maintenance 1 & 2
Technician Skill & Safety Training	Electrical - Transformer Maintenance & Testing
Technician Skill & Safety Training	Electrical - Troubleshooting Electrical Control Circuits
Technician Skill & Safety Training	Electrical - Tuning DDC/Process Control Loops
Technician Skill & Safety Training	Electrical - Variable Frequency Drives
Technician Skill & Safety Training	HVAC - Advanced Air Conditioning & Refrigeration
Technician Skill & Safety Training	HVAC - Air Conditioning & Refrigeration
Technician Skill & Safety Training	HVAC - Balancing of Water and Air Systems
Technician Skill & Safety Training	HVAC - Boilers: A Technical and Operational Workshop
Technician Skill & Safety Training	HVAC - Brazing for HVAC Basic/Advanced
Technician Skill & Safety Training	HVAC - Heating and Ventilation
Technician Skill & Safety Training	Mechanical - Ball Screw Applications and Techniques
Technician Skill & Safety Training	Mechanical - Bearings and Lubrication Principles
Technician Skill & Safety Training	Mechanical - Centrifugal Pumps
Technician Skill & Safety Training	Mechanical - CNC: Computer Numeric Controls – Troubleshooting
Technician Skill & Safety Training	Mechanical - Hydraulics Training & System Troubleshooting
Technician Skill & Safety Training	Mechanical - Machine Tool Alignment: 3-Axis Alignment
Technician Skill & Safety Training	Mechanical - Machine Tool Alignment: 5-Axis Alignment
Technician Skill & Safety Training	Mechanical - Machine Tool Alignment: Concepts
Technician Skill & Safety Training	Mechanical - Machine Tool Alignment: Positioning and Accuracy
Technician Skill & Safety Training	Mechanical - Mechanical Drives/Power Transmission
Technician Skill & Safety Training	Mechanical - Pneumatic - Electro-Pneumatics Training
Technician Skill & Safety Training	Mechanical - Shaft Alignment w/ Laser Alignment
Technician Skill & Safety Training	Mechanical - Welding Certification, Principles and Procedures
Technician Skill & Safety Training	Mechanical - Vibration Analysis
Facility - Roofing Services	Air Barrier Audits
Facility - Roofing Services	Infrared Scan
Facility - Roofing Services	OLI Services
Facility - Roofing Services	Patch & Repair
Facility - Roofing Services	Roof Cleaning
Facility - Roofing Services	Roof Restoration
Facility - Roofing Services	Rooftop Safety Installation
Facility - Roofing Services	Tremcare Warranty
Facility - Roofing Services	Ceiling Tile Installation/Replacement
Facility - Laboratory Furniture Services	Lab Furniture Assembly and Installation

Service Category	Service • Training • Assessment Description
Facility - TV Installation Services	TV Furniture Assembly and Installation
Fall Protection Services	Fall Protection Assessments/Audits
Fall Protection Services	Fall Protection Inspections - Harnesses, etc.
Technician Skill & Safety Training	Compliance - Mechanical: Occupational Exposure Hazardous Chemicals in Labs
Fall Protection Services	Fall Protection – Install 3M Flexiguard
Fall Protection Services	Engineered Fall Protection (Use 3M Product)
Fall Protection Services	Engineered Fall Protection (Use FallTech Product)
Fall Protection Services	Engineered Fall Protection (Use Honeywell Product)
Fall Protection Services	Engineered Fall Protection (Use MSA Product)
Fall Protection Services	Engineered Fall Protection (Use Any Product Supplier)



Exhibit 10 Sourced Products & Related Services

The following additional terms and conditions apply to Grainger's sourcing offering:

TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND PRODUCT RELATED SERVICES: Grainger will source products and product related services not available through the Grainger General Catalog ("Sourced Products"). Grainger does not source the following products or product related services: weapons, ammunition, explosives, aircraft products, products containing asbestos, nuclear-related products, products with restricted distribution, product judged to be too great a liability risk by W.W. Grainger, Inc., or product related services which Grainger by law or regulation is prohibited from sourcing.

The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED PRODUCTS AND RELATED SERVICES. GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO MEMBER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

GRAINGER'S STANDARD WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS AND RELATED SERVICES.

WARRANTY DISCLAIMER. GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT OR RELATED SERVICE THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Member, upon expiration, cancellation or termination of this Agreement, Member agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Member for such Sourced Product within thirty (30) days of expiration, cancellation or termination of this Agreement.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Offer & Acceptance Form

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

W.W. Grainger, Inc.
Company Name

Name: Ron Price

100 Grainger Parkway
Address

Title: Sr. Government Sales Manager

Lake Forest, IL 60045
City State Zip

Phone: 979-224-6794


Signature of Person Authorized to Sign

Fax: NA

Ron Price
Printed Name

E-mail: Ron.Price@grainger.com

Sr. Government Sales Manager
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 2019

This _____ day of _____ 2019

As Tucson City Attorney and not personally

As Director of Business Services and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701



REQUEST FOR PROPOSAL NO. 192163
PRINCIPAL

CONTRACT OFFICER: JENN MYERS, CPPB PH: (520)
837-4137 / FAX: (520) 791-4735

Grainger Letter of Clarification



W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

April 11, 2019

Ms. Jenn Myers, CPPB
Department of Procurement
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: W.W. Grainger, Inc., Letter of Exceptions to the City of Tucson Request for Proposal No. 192163

Dear Ms. Myers:

W.W. Grainger, Inc. (“Grainger” or “Contractor”) appreciates the opportunity to respond to the City of Tucson (“City”) Request for Proposal No. 192163 Maintenance, Repair and Operations (“MRO”) Supplies, Parts, Equipment, Materials and Related Services. As you know, Grainger's focus on contract compliance and customer satisfaction is second to none. To that end, Grainger respectfully requests the opportunity to incorporate, should we be awarded this contract, our agreed upon clarifications and exceptions into the terms of the contract. Our objective is to earn the privilege of working with both the City of Tucson and OMNIA Partners on this vitally important co-operative opportunity and doing so with an understanding that our collective expectations with respect to operationalization of this contract and its terms are aligned. In accordance with Section 10 of Instruction to Offer of this RFP, your favorable consideration of the following exceptions and clarifications to the proposal is requested:

REQUEST FOR PROPOSAL NO. 192163

Page 5 of 25, Section B. Product Requirements, Section 3.

Original Language: DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

Modified Language: DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification or a mutually agreed upon timeframe.

Page 5 of 25, Section B. Product Requirements, Section 3.

Original Language: PRICING: Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices

listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Modified Language: PRICING: Market Basket product Prices and base category contract ~~discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. For Catalog Product, Contractor will no longer compute percentage-off discounts from the Contractor "list" price previously set forth on Contractor's Website, Contractor's Catalog or any other electronic or published media. All percentage-off discounts for Catalog Products shall be deducted from the Contract Reference Price ("CRP") in effect at the time the Catalog Product is purchased by Citymember from Contractor. Current Contract Reference Prices for Catalog Products shall be available when Citythe member logs into its account on Contractor's Website. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.~~

Page 16 of 25, Special Terms and Conditions, 8.

Original Language: PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.

Modified Language: PRICE ADJUSTMENT: The City will review fully documented requests for Market Basket product price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment for Market Basket product may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.

Page 19 of 25, Standard Terms and Conditions, 20.

Original Language: INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Modified Language: INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all third party allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, reasonable expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, to the extent they are related to, arising from or out of or resulting from any negligent actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Page 22 of 25, Standard Terms and Conditions, 41.

Original Language: TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

Modified Language: TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate, following a written ten (10) business day notice to cure to the Contractor, the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. If the Contractor fails to take appropriate action within the period to cure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

CITY OF TUCSON ATTACHMENT A, REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

2.1 Corporate Commitment Page 5 of 44

Original Language: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and

Modified Language: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market" strategies to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and

2.2 Pricing Commitment Page 5 of 44

Original Language: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Modified Language: ~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~ Supplier's prices for items sold to the City and Participating Public Agencies will not exceed the price for the same or similar items sold to other government customers for the same of similar quantities of product in a similar product mix, under the same or similar terms and conditions. The City acknowledges, that due to the vast numbers of items sold by Supplier and Supplier's extensive customer base, as well as the different ways customers structure requests for proposals and bids, Supplier cannot assure the City or Participating Public Agencies that items sold to other customers for products will not be sold at a better price or discount. For example, within the Master Agreement Supplier provides customized Market Baskets to Participating Public Agencies, wherein these Agencies may receive different pricing and discounts on products. This scenario is also true for other Supplier customers.

2.3 Sales Commitment Page 5 of 44

Original Language: Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Modified Language: Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to

Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.3 Marketing and Sales Page 6 of 44 A

Original Language: Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Modified Language: Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as one of Suppliers the public sector go-to-market strategies within first 10 days

3.3 Marketing and Sales Page 7 of 44 C

Original Language: 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.

Modified Language: 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.~~

3.3 Marketing and Sales Page 7/8 of 44 E

Original Language: Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

Modified Language: Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Pricing, discounts and incentives tailored to meet Participating Public Agency customer's MRO product and related service needs. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

3.3 Marketing and Sales Page 8 of 44 K

Original Language: 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.

Modified Language: State the amount of Supplier's Participating Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Participating Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

3.3 Marketing and Sales Page 8 of 44 M

Original Language: Does the Supplier propose to guarantee sales? If so, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Modified Language: Does the Supplier propose to guarantee sales? No. The Supplier does not propose to guarantee sales. If so, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

3.3 Marketing and Sales Page 9 of 44 N

Original Language: Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Modified Language: Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing.~~ Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. ~~Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~
- iv. ~~If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~

Detail Supplier's strategies under these options when responding to a solicitation.

3.3 Marketing and Sales Page 13 of 44 Section 14

Original Language: Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the 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 OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time 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 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.

Modified Language: Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the 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 OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time 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 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.~~

3.3 Marketing and Sales Page 13 of 44 Section 15

Original Language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA

Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Modified Language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location mutually agreed upon by the parties designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

3.3 Marketing and Sales Page 17 of 44 Section 8

Original Language: The Procuring Party shall now use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

Modified Language: The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. ~~Master Agreements may be structured with not to exceed pricing, in which cases the~~ Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

3.3 Marketing and Sales Page 17 of 44 Section 10

Original Language: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCTS, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FROM ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

Modified Language: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ~~OMNIA PARTNERS~~~~NATIONAL IPA PARTIES~~ EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCTS, MASTER AGREEMENT AND GPO CONTRACT. THE ~~OMNIA PARTNERS~~~~NATIONAL IPA PARTIES~~ SHALL NOT BE LIABLE IN ANY WAY FROM ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE ~~OMNIA PARTNERS~~~~NATIONAL IPA PARTIES~~ SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

Thank you for your favorable consideration of our clarifications and exceptions. Should you have questions, please contact me.

Sincerely,



Ron Price
Sr. Government Sales Manager
W.W. Grainger, Inc.

4. RFP#192163

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 192163
PROPOSAL DUE DATE: APRIL 11, 2019, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: MAINTENANCE, REPAIR AND OPERATIONS (MRO)
SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND
RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: MARCH 27, 2019
TIME: 2:00 P.M. LOCAL AZ TIME
LOCATION: CITY HALL, 255 W. ALAMEDA, 1st FLOOR
CONFERENCE ROOM, TUCSON, AZ 85701

PRINCIPAL CONTRACT OFFICER: JENN MYERS, CPPB
TELEPHONE NUMBER: (520) 837-4137
JENN.MYERS@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

PUBLISH DATE: MARCH 8, 2019

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately \$4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$100 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Have a strong national presence in the MRO supply industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
 - a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
 - b. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.
 - c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
 - d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.
 - e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.
 - f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.
 - g. **Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
 - h. **Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
 - i. **Welding** – Welding equipment and supplies.
 - j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
 - k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.
 - l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
 - m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.
 - n. **HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
 - o. **Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
 - p. **Emergency Preparedness** – Sandbags, first-aid supplies, disaster recovery products etc.
 - q. **Other Categories**
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

C. SERVICE REQUIREMENTS: The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
 1. from non-catalog suppliers,
 2. of line card extensions of catalog suppliers,
 3. for custom products, and
 4. for OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**
 - a. **Policies:** Efforts and policies pertaining to green and sustainability.
 - b. **Products:** Impact on product offerings.
 - c. **Distribution:** Impact in distribution.
 - d. **Recycling of Lamps:** The ability to recycle lighting and electronic products.
 - e. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.
 - f. **Certifications:** The industry recognized certifications and standards obtained.
7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Other Services:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 9 copies (10 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment A, 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.
 - b. The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
 - c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance in its entirety.

2. Product

- a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 1. Identification and description of product categories offered
 2. Identification and description of sub categories
 3. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?
- c. How are green products identified in your catalog? Online ordering?
- d. Do you offer "Private Line" products? Please describe.
- e. Submit all information that will aid the City in evaluating your proposal.

3. Services

- a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 1. Policies and programs detailing your efforts in these areas.
 2. Literature explaining your capabilities.
 3. Submit all information that will aid the City in evaluating your proposal.
- b. Describe how you will roll out your program to City of Tucson staff? Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.
- c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.
- d. Describe your sales and reporting capabilities. What level of detail is available?

4. Ordering and Invoices

- a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?
- e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.
- f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

5. Other/Value Add

- a. Describe any government rebate or government incentive programs applicable
- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
- c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

B. Price Proposal

1. Provide a price proposal as requested on the Attachment B – Price Page.

Core Lists

- a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.
 - b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.
 - i. Using Attachment B, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.
 - ii. Using Attachment B, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.
 - iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?
 - b. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies.
 - i. Describe Offeror’s ability to provide customized core lists to agencies;
 - ii. The number of items Offeror proposes to provide on a customized core list;
 - iii. How often does the Offeror propose to update customized core lists;
 - iv. Describe any agency size or volume limitations.
 - c. Catalog Pricing: Provide pricing for products not included in items 1.a. and 1.b. above,
 - i. Describe how you will price catalog items that are not listed on the Market Basked list. That is, by product category, sub-product category, manufacturer, etc.
 - ii. Disclose the number of items in each product category and in the catalog
 - d. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.
2. Describe how services proposed will be priced.
 3. The City’s expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.
 4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
 5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
8. Provide your payment terms.
9. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
10. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
 - d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
11. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company.
2. Provide a statement of your annual sales for the past 3 years.
3. Highlight experience and strong national presence in the MRO industry.
4. Provide the total number and location of sales persons employed by your firm.
5. Number and location of support centers (if applicable).
6. Describe the qualifications of your sales personnel and technicians.
7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
9. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 3. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

- 7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.
- 9. INSURANCE:** The Contractor agrees to:
- A.** Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
 - B.** The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C.** Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent

or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

37. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

38. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered

by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please refer to Attachment B

Please complete Attachment B in its entirety. The first sheet has an area that has been added for functional alternatives that can be offered in addition. These will also be reviewed and evaluated. The second sheet has a list of categories. Please list the discount off price for each category. Please submit a copy of the excel document/price page on your electronic copy. **DO NOT** lock or password protect the electronic copy of your price page.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 2019

This _____ day of _____ 2019

As Tucson City Attorney and not personally

As Director of Business Services and not personally

ATTACHMENTS

Attachment A – OMNIA Partners – Requirements for National Cooperative Contract

Attachment B – Price Page



**Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), is requesting proposals for Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3.0% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

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1.3 **Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 **Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 **Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

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2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

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3.1 **Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 **Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 **Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as

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well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA

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Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Does the Supplier propose to guarantee sales? If so, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), and _____ (“Supplier”).

RECITALS

WHEREAS, the _____ (the “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS**

Requirements for National Cooperative Contract

AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or

interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. 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 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 (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.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the 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 OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time 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 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.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners Public Sector

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

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EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable

“safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“GPO”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “Procuring Party”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “GPO Contract”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “Supplier”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE

LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

OMNIA PARTNERS EXHIBITS

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), [City of Tucson] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [City of Tucson] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [City of Tucson]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

OMNIA PARTNERS EXHIBITS
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 with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror 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. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 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; 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OMNIA PARTNERS EXHIBITS
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 statutes. 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 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

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:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
 Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT

ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT

RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR

WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOEELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT

JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 16, 2021

Subject: Purchase Order Amendment with Ray. A. Morgan Company, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute a purchase order amendment with Ray A. Morgan Company, LLC, to increase the amount by \$584,300 to a new total of \$1,548,000 to purchase managed print services and printer maintenance and supplies under the terms of a master agreement between the County and the company and extend the term from June 30, 2022 to December 22, 2022.

FISCAL IMPACT:

\$1,548,000: This Purchase Order amendment will increase expenditures by \$584,300 and be funded by 60% Federal, 34% State, and 6% County. Expenditures are part of the Employment and Human Services Department's operating budget.

BACKGROUND:

The purpose of this board order is to add funding and extend the term of purchase order #020079 with Ray A. Morgan Company, LLC. This vendor was selected as a result of the competitive bid process held by Contra Costa County Public Works on behalf of all County departments, and coincides with the Master agreement approved by the Board of Supervisors on July 23, 2019 (Item C 44). The vendor

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: V. Kaplan, (925)
608-5052

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

will provide valuable managed print services, maintenance and supplies for the Employment and Human Services Department's 1,250+ output devices. The terms of the master agreement, as previously amended, will be incorporated by reference in the purchase order, and those terms will govern over any conflicting terms of the purchase order.

CONSEQUENCE OF NEGATIVE ACTION:

Employment and Human Services will be unable to provide valuable print services to all EHSD programs, clients, and infrastructure staff.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Contract #26-768-10 with Frederick J. Nachtwey, M.D

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-768-10 with Frederick J. Nachtwey, M.D., an individual, in an amount not to exceed \$507,000 to provide pulmonary services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from November 1, 2021 through October 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$507,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. CCRMC has contracted with Dr. Natchwey for pulmonary services including clinic coverage, consultation, medical procedures and sleep studies since 2014.

On October 16, 2018 the Board of Supervisors approved Contract #26-768-8 with

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Samir Shah, M.D.,
925-370-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Frederick J. Nachtwey M.D., in an amount not to exceed \$384,000 to provide pulmonary services at CCRMC and Contra Costa Health Centers, for the period November 1, 2018 through October 31, 2021.

On September 10, 2019, the Board of Supervisors approved Amendment #26-768-9 to increase the payment limit by \$123,000 to a new total payment limit of \$507,000 with no change in the term of November 1, 2018 through October 31, 2021.

Approval of Contract #26-768-10, will allow the contractor to continue to provide pulmonary services at CCRMC and Contra Costa Health Centers, through October 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC and Contra Costa Health Centers would not have access to this contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Rescind Prior Board Action Pertaining to Contract #27-791-10 with Cotiviti, Inc.

RECOMMENDATION(S):

RESCIND Board action of September 21, 2021 (C.34), which pertained to a contract amendment agreement for transfer of services to Cotiviti, Inc., doing business in California as Cotiviti I, Inc; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-791-10 containing modified indemnification, with Cotiviti, Inc., doing business in California as Cotiviti I, Inc, a corporation, effective October 30, 2021, to increase the payment limit by \$320,000, from \$300,000 to a new payment limit of \$620,000, and extend the termination date from October 31, 2021 to October 31, 2022, for transition of software services from a standalone application, to a hosted solution for Contra Costa Health Plan's Healthcare Effectiveness Data and Information Set measures.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$320,000 and will be funded as budgeted by the department in FY 2021-2022, by 100% Contra Costa Health Plan Enterprise Fund II revenues.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Fern Carroll, M Wilhelm

BACKGROUND:

This contract meets the needs of the County's population by providing data analysis software for Health Plan Employer Data and Information Set (HEDIS) projects and reports in support of State and contractual requirements for Contra Costa Health Plan (CCHP). Cotiviti Inc. provided the licensed program, Quality Intelligence, for the calculation and analysis of HEDIS measures used by CCHP. CCHP began contracting with this vendor in November 2009.

On February 25, 2020, the Board of Supervisors approved Contract #27-791-8 with Cotiviti, Inc. doing business in California as Cotiviti I, Inc., for the provision of consultation and technical assistance concerning data analysis services for HEDIS projects and annual reports for the period from November 1, 2019, through October 31, 2020. On October 13, 2020, the Board of Supervisors approved Contract #27-791-9 to allow the contractor to provide software and consultation services, and to license software to the County, through October 31, 2021.

On September 21, 2021, the Board of Supervisors approved item C.34 for the transfer of some services provided under contract #27-799-11 with Health Management Systems, Inc. (the "HMS Services"). However, due to the start of the HEDIS season looming, the parties have agreed to delay the transfer of the HMS Services, to allow for time for negotiation of the terms, and focus on transitioning the delivery of Cotiviti's HEDIS licensed program from a stand-alone suite of software modules to a hosted solution. This board order will rescind the prior action, and authorize the contract amendment, under which the Contractor will migrate the County's HEDIS data to a Contractor-hosted software solution that provides for the calculation and analysis of HEDIS measures, upgrade the software to Cotiviti's Quality Improvement, ASP +, and perform analytic and insight services. This contract contains modified indemnification. Under the contract, Cotiviti's liability, including its indemnity obligations, is limited to the amount paid by the County under the contract except for bodily injury, death, fraud or criminal acts by Cotiviti, which is not capped, and any claims that an unauthorized party accessed data protected health information in the Cotiviti-hosted system, which is capped at \$5,000,000. The contract requires Cotiviti to maintain \$5,000,000 in cyber-liability insurance.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, the prior Board action will stand, and the department will not have Board authorization for the change in the service model from a stand-alone software license to a web-based hosted solution through this amendment.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Contract #26-785-4 with Urmila Bajpai-Pillai, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-785-4 with Urmila Bajpai-Pillai, M.D., an individual, in an amount not to exceed \$756,000, to provide rheumatology care at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from November 1, 2021 through October 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in contractual service expenditures of up to \$756,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

CCRMC has been contracting with Urmila Bajpai-Pillai, M.D., since November 2014 to provide rheumatology care including, but not limited to clinic coverage, consultation, training and medical and/or surgical procedures at CCRMC and Contra Costa Health Centers.

On November 6, 2018, the Board of Supervisors approved Contract #26-785-2 with Urmila Bajpai-Pillai, M.D. in an amount not to exceed \$712,000 for the provision of rheumatology care at CCRMC and Contra Costa Health Centers, for the period November 1, 2018 through October 31, 2021.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Samir Shah, M.D.,
925-370-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

BACKGROUND: (CONT'D)

On November 5, 2019, the Board of Supervisors approved Amendment Agreement #26-785-3 to increase the payment limit by \$11,000 to a new payment limit of \$723,000, to provide additional rheumatology care services at CCRMC and Contra Costa Health Centers with no change in the term of November 1, 2018 through October 31, 2021.

Approval of Contract #26-785-4 will allow the contractor to continue to provide rheumatology care at CCRMC and Contra Costa Health Centers through October 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring rheumatology care will not have access to this contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 16, 2021

Subject: Ricoh, USA, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., increasing the the payment limit by \$200,000 to a new payment limit of \$700,000, with no change to the contract term of October 1, 2017 through September 30, 2022.

FISCAL IMPACT:

This is a budgeted expense for the Office of the Sheriff.

BACKGROUND:

The Office of the Sheriff needs to amend the contract with Ricoh USA, Inc for scanning and indexing services. There are a backlog of files currently kept at the Office of the Sheriff's Records and Identification Unit. These documents include detention bookings, federal bookings, and the Office of the Sheriff's Custody Alternative bookings that are being scanned into digital files for permanent storage. This amendment is necessary to increase the contract payment limit by \$200,000 to \$700,000 through the end of the contract term, September 30, 2022.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Chrystine Robbins,
925-655-0008

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff will be unable to scan and index the backlog of documents at the Office of the Sheriff's Records and Identification Unit.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Contract #76-682-1 with Regents of the University of California, Davis (dba University of California, Davis Health)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-682-1, containing mutual indemnification, with Regents of the University of California, Davis (dba University of California, Davis Health), a government agency, in an amount not to exceed \$35,000 to provide specialized outside laboratory testing services for Contra Costa Regional Medical Center (CCRMC), for the period from November 1, 2021 through October 31, 2022.

FISCAL IMPACT:

Approval of this contract will result in an annual expenditure of up to \$35,000 over a one-year period and will be funded as budgeted by the department in FY 2021-2022 and is funded by 100% Hospital Enterprise Fund I allocations.

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the County contracts with outside laboratory testing services in order to provide testing services not available at County facilities, to ensure patient care is provided as required. This contractor has been providing outside laboratory testing services for several years, formerly under a purchase order, and was required to convert to a County contract.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jaspreet Benepal,
925-370-5501

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On September 7, 2021, the Board of Supervisors approved Contract #76-682, with Regents of the University of California, Davis (dba University of California, Davis Health) in an amount not to exceed \$35,000 for the provision of specialized outside laboratory testing services for CCRMC for the period November 1, 2019 through October 31, 2021.

Approval of Contract #76-682-1 will allow the contractor to continue to provide specialized outside laboratory testing services through October 31, 2022. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring specialized outside laboratory testing services at CCRMC will not have access to this contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 16, 2021

Subject: Approve and Authorize \$1,605,000 HOME loan and related legal and CEQA documents for Esperanza Place, 42 affordable ownership units in Walnut Creek

RECOMMENDATION(S):

In the matter of loaning \$1,605,000 in HOME Investment Partnership Program (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 (formerly known as Las Juntas), a 42-unit for-sale affordable condominium development in Walnut Creek:

1. FIND, as the responsible agency, that on the basis of the whole record before the County including the California Environmental Quality Act (CEQA) review prepared by the City of Walnut Creek as the lead agency that the development is exempt under Sections 15192, 15194, 15195, 15332, and 15061(b)(3) of CEQA; and
2. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents following approval as to form by County Counsel, to effect the loan; and
3. DIRECT the Director of Conservation and Development, or designee, to file a Notice of Exemption for Esperanza Place with the County Clerk, and pay any required fee for the filing

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Christine Louie, (925) 655-2888

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

No General Fund impact. HOME funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). HOME - CFDA# 14.239.

BACKGROUND:

In 2016, the County as the Housing Successor to the Contra Costa Redevelopment Agency sold the property located at 1250 Las Juntas Way, Walnut Creek, to Habitat for Humanity for fair market value, for the construction of a for-sale housing development affordable to low- and moderate-income households. Prior to that, the site was previously used for temporary parking while the Contra Costa Centre BART station parking structure was under construction. The proceeds received from the sale of the property were deposited into the Housing Successor's low and moderate-income housing fund. As a condition of the sale of the property, the County and Habitat entered into a Declaration of Affordability Covenants dated December 14, 2016, and recorded against the property on December 23, 2016, which required Habitat to sell any homes constructed on the property at an affordable cost to low- and moderate-income households. The City of Walnut Creek approved loan financing of \$5,150,000 to develop the project. Habitat has a long record of affordable housing development in the Bay Area, and the County has funded other Habitat projects in the past.

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

The project has all its other financing sources in place and the County will need to execute the legal documents for the \$1,605,000 HOME funds previously awarded by the Board to complete their project financing and obtain their construction loan. The HOME funds will be used for construction hard costs. The County HOME loan will be fully deferred during construction and will be partially repaid by the borrower after the sale of each HOME-assisted unit to an eligible first-time homebuyer. The sales of the HOME-assisted units must be completed within six months of the date construction is completed on the unit. The purchase prices will be affordable to the applicable target income group and below the market rate value. County staff will work with Habitat to determine the final home sales prices. Habitat will provide homebuyer counseling and will work with the homebuyers to obtain private mortgages.

The HOME term of affordability for the units will be stated in a homeowner resale restriction agreement that will be recorded against each HOME-assisted unit at the time of sale and may range from five to 20 years, depending on the amount of down payment assistance provided by Habitat. The County Loan Agreement (Agreement) and related documents are attached in their substantially final form and will be executed in a form approved by County Counsel. Any minor modifications to the documents prior to close will get final approval to execute by the CAO's office and approval as to form from County Counsel.

HOME projects are subject to National Environmental Policy Act (NEPA) and 24 CFR Part 58 review, in addition to CEQA. The City of Walnut Creek as CEQA lead agency has determined the project was exempt as an infill development. The County's NEPA review for this project is complete and required mitigation actions are included in the Agreement. The County, as a responsible agency under CEQA, concurs with the City's CEQA determination and will file the appropriate notice with the Recorder's Office.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the HOME legal documents, the project will not be able to move forward. HEBSV Esperanza Place LLC must close the transaction in 2021 and start construction as soon as possible, or the project will be further delayed.

CHILDREN'S IMPACT STATEMENT:

Affordable housing such as that to be provided by Esperanza Place is consistent with Children's Report Card outcome #3: Families are Economically Self-Sufficient.

ATTACHMENTS

Loan Agreement

Deed of Trust

Promissory Note

Intercreditor Agreement

HOME LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

HEBSV ESPERANZA PLACE LLC

dated November 16, 2021

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EXHIBIT C	NEPA Mitigations

HOME LOAN AGREEMENT
Esperanza Place

This HOME Loan Agreement (the "Agreement") is dated November 16, 2021, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and HEBSV Esperanza Place, LLC, a California limited liability company ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County, as the Housing Successor to the Contra Costa Redevelopment Agency, sold to Habitat for Humanity East Bay/Silicon Valley, a California nonprofit public benefit corporation ("Habitat"), for fair market value, that certain real property located at 1250 Las Juntas Way, Walnut Creek, California, that is more particularly described in Exhibit A (the "Property"), and deposited the proceeds received from the sale of the Property into the County's low and moderate income housing fund. As a condition of the sale of the Property, the County and Habitat entered into a Declaration of Affordability Covenants dated December 14, 2016 and recorded against the Property on December 23, 2016 as Instrument number 2016-0279536-00 (the "Affordability Covenants"), requiring Habitat to sell any homes constructed on the Property at an affordable cost to low and moderate income households.

C. The County has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

D. Habitat transferred the Property to Borrower, subject to the Affordability Covenants. Borrower intends to construct forty-two (42) condominium units on the Property in two phases of construction, for use as housing affordable to low- and moderate-income households. The first phase of construction (the "First Phase") will consist of twenty-three (23) condominium units (each a "Unit") (collectively, the "Development"). Together, the Development as well as any additional improvements constructed on the Property in the First Phase, including all landscaping, roads and parking spaces on the Property, are referred to as the "Improvements."

E. Borrower desires to borrow from the County and the County desires to lend to Borrower One Million Six Hundred Five Thousand Dollars (\$1,605,000) of HOME Funds (the "Loan") to finance the construction of the Development. Construction of the Development will increase the supply of affordable for-sale housing in Contra Costa County. Due to the assistance provided by the County to Borrower through the Loan, the County is designating eleven (11) of the Units as assisted by the County (the "HOME-Assisted Units").

F. Borrower intends to sell each HOME-Assisted Unit to an Eligible Purchaser. In accordance with the HOME Regulations, if Borrower fails to sell a HOME-Assisted Unit to an

Eligible Purchaser within six (6) months of the Completion Date, as defined below, Borrower must either rent the HOME-Assisted Unit to an Eligible Tenant or repay the HOME Funds that were invested in the unsold HOME-Assisted Unit.

G. The City of Walnut Creek (the "City") is providing financing to Borrower to assist in the construction of the Development in the approximate amount of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000) (as assigned to Borrower from Habitat pursuant to an Assignment and Assumption Agreement among Habitat, Borrower, and the City) (the "City Loan"). The City and the County will enter into the Intercreditor Agreement to set out their agreement as to: (i) disbursement of the Loan and City Loan funds, and (ii) the lien priority for their respective security instruments.

H. The Loan is (i) evidenced by the Note and the Intercreditor Agreement, and (ii) secured by the Deed of Trust.

I. The County will consider the Loan to be partially repaid by Borrower after the sale of each HOME-Assisted Unit to an Eligible Purchaser, and at the time of such sale will terminate the Affordability Covenant and Intercreditor Agreement, and reconvey the Deed of Trust encumbering such Unit.

J. In accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA"), on May 1, 2018, the City filed a Notice of Exemption for the Development.

K. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 3.10.
- (b) "Adjusted Income" means the total anticipated annual income, as calculated pursuant to 24 C.F.R. 92.203(b)(1), of all persons in the Homeowner's household, or the household of the Eligible Purchaser, as applicable.
- (c) "Affordability Covenants" has the meaning set forth in Paragraph B of the Recitals.
- (d) "Agreement" means this HOME Loan Agreement.
- (e) "Approved Development Budget" means the proforma development

budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(f) "Approved Financing" means all of the following loans, grants, and equity obtained by Borrower or to be obtained by Borrower, and approved by the County or to be approved by the County, for the purpose of financing the construction of the Development in addition to the Loan:

(i) an acquisition and construction loan from Heritage Bank of Commerce, in the approximate amount of Seven Million Four Hundred Fourteen Thousand Seven Hundred Forty-Three Dollars (\$7,414,743) (the "Bank Loan");

(ii) the City Loan, of which approximately Three Million Six Hundred Fifty-Seven Thousand One Hundred Thirty-Nine Dollars (\$3,657,139) will be used for the Development; and

(iii) private contributions and donations received by Borrower, in the approximate amount of Two Million Six Hundred Fourteen Thousand Two Hundred Thirty-Nine Dollars (\$2,614,239), of which approximately One Million Six Hundred Ninety-Six Thousand Six Hundred Five Dollars (\$1,696,605) will be used for the Development.

(g) "Approved Purchase Price" has the meaning set forth in Section 4.2(b).

(h) "Bank Loan" has the meaning set forth in Section 1.1(f)(i).

(i) "Bid Package" means the package of documents distributed to potential bidders as part of the process of selecting subcontractors to construct the Development. The Bid Package is to include the following: (i) an invitation to bid, (ii) a copy of the proposed construction contract, and (iii) all Construction Plans.

(j) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(k) "City" has the meaning set forth in Paragraph G of the Recitals.

(l) "City Loan" has the meaning set forth in Paragraph G of the Recitals.

(m) "CEQA" has the meaning set forth in Paragraph J of the Recitals.

(n) "Commencement of Construction" has the meaning set forth in Section 3.6.

(o) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that a HOME-Assisted Unit may be legally occupied.

(p) "Construction Plans" means all construction documentation upon which Borrower and Borrower's contractors rely in constructing all the Improvements and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final

elevations, building plans and specifications (also known as "working drawings").

(q) "County" has the meaning set forth in the first paragraph of this Agreement.

(r) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(s) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(t) "Developer Fee" has the meaning set forth in Section 3.20.

(u) "Development" has the meaning set forth in Paragraph D of the Recitals.

(v) "Disposition Agreement" means a purchase and sale agreement between Borrower and an Eligible Purchaser or a lease or rental agreement between Borrower and an Eligible Tenant, in a form that is approved by the County.

(w) "Disposition Date" means, for each HOME-Assisted Unit, the date that is six (6) months after its Completion Date.

(x) "Eligible Purchaser" means a household that (i) is a First Time Homebuyer that is a Low Income Household, and (ii) will occupy a HOME-Assisted Unit as its primary residence.

(y) "Eligible Tenant" means a household that (i) qualifies as a Low-Income Household, and (ii) will occupy a HOME-Assisted Unit as its primary residence.

(z) "Event of Default" has the meaning set forth in Section 7.1.

(aa) "First Phase" has the meaning set forth in Paragraph D of the Recitals.

(bb) "First Time Homebuyer" means a household of one or more individuals, none of whom have owned a home during the three-year period before the purchase of a HOME-Assisted Unit, except that:

(i) Any individual who is a Displaced Homemaker (as defined below) may not be excluded from consideration as a First Time Homebuyer on the basis that the individual, while a homemaker, owned a home with his or her spouse. For purposes of this section a "Displaced Homemaker" means an individual who (i) is an adult; (ii) has not worked full-time, full-year in the labor force for a number of years, but has, during such years, worked primarily without remuneration to care for the home and family; and (iii) is unemployed or under-employed and is experiencing difficulty in obtaining or upgrading employment.

(ii) Any individual who is a single parent may not be excluded from consideration as a First Time Homebuyer on the basis that the individual, while married, owned a home with his or her spouse or resided in a home owned by the spouse.

(iii) An individual may not be excluded from consideration as a First Time Homebuyer on the basis that the individual owns or owned, as a principal residence during the three (3) year period before the purchase of a HOME-Assisted Unit, a dwelling unit whose structure is: (i) not permanently affixed to a permanent foundation in accordance with local or other applicable regulations, or (ii) not in compliance with state, local or model building codes, or other applicable codes, and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

(cc) "Habitat" has the meaning set forth in Recital B.

(dd) "Habitat Partnership Agreement" means the agreement to be entered into by and between the Eligible Purchaser and Borrower in connection with the purchase of a HOME-Assisted Unit.

(ee) "Hazardous Materials" has the meaning set forth in Section 5.6.

(ff) "Hazardous Materials Claims" has the meaning set forth in Section 5.6.

(gg) "Hazardous Materials Law" has the meaning set forth in Section 5.6.

(hh) "HOME" means Home Investment Partnerships Act Program funded pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990.

(ii) "HOME-Assisted Unit(s)" has the meaning set forth in Paragraph E of the Recitals.

(jj) "HOME Funds" has the meaning set forth in Paragraph C of the Recitals.

(kk) "HOME Regulations" has the meaning set forth in Paragraph C of the Recitals.

(ll) "Homeowner" means an Eligible Purchaser that has purchased a HOME-Assisted Unit.

(mm) "Homeowner Resale Restriction" means the Owner's Occupancy and Resale Restriction Agreement with Option to Purchase among a Homeowner, Borrower, and the City, to be recorded against a HOME-Assisted Unit at the time of sale to an Eligible Purchaser.

(nn) "HUD" has the meaning set forth in Paragraph C of the Recitals.

(oo) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(pp) "Income Certification" means certifications of household income and household size from either a Proposed Purchaser or a Proposed Tenant for the purpose of determining that a Proposed Purchaser is an Eligible Purchaser and a Proposed Tenant is an

Eligible Tenant, as the case may be.

(qq) "Intercreditor Agreement" means that certain intercreditor agreement of even date herewith entered into by and among the City, the County, and Borrower related to the Loan and the City Loan, to be recorded against the Development.

(rr) "Loan" has the meaning set forth in Paragraph E of the Recitals.

(ss) "Loan Documents" means this Agreement, the Note, the Deed of Trust and the Intercreditor Agreement.

(tt) "Low Income Household" means a household with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2. An individual does not qualify as a Low-Income Household if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(uu) "Marketing Plan" has the meaning set forth in Section 3.12(a).

(vv) "Median Income" means the median gross yearly income in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(ww) "Mortgage Assistance" has the meaning set forth in Section 4.7.

(xx) "NEPA" has the meaning set forth in Paragraph K of the Recitals.

(yy) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.

(zz) "Owner Occupancy Certification" has the meaning set forth in Section 4.2(e).

(aaa) "Property" has the meaning set forth in Paragraph B of the Recitals.

(bbb) "Proposed Purchaser" means a household that proposes to purchase a HOME-Assisted Unit.

(ccc) "Proposed Tenant" means a household that proposes to rent a HOME-Assisted Unit.

(ddd) "Rental Unit" means any HOME-Assisted Unit that is leased or rented to an Eligible Tenant.

(eee) "Section 3" has the meaning set forth in Section 5.5(b)(ix).

(fff) "Tenant Rent" means for a Low Income Household, a monthly rent not exceeding the maximum rent set forth in 24 C.F.R. 92.252(a) for a Low Income Household for the applicable number of bedrooms.

(ggg) "Term" means the period of time that commences on the date of this Agreement, and expires on April 30, 2024; provided, however, (i) this Agreement may be terminated prior to April 30, 2024 in accordance with this Agreement, and (ii) if a HOME-Assisted Unit is rented, the expiration date will be determined in accordance with Section 4.1(c).

(hhh) "Transfer" has the meaning set forth in Section 5.11.

(iii) "Unit" has the meaning set forth in Paragraph D of the Recitals.

(jjj) "Unit Allocation" means, for each HOME-Assisted Unit, One Hundred Forty-Five Thousand Nine Hundred Nine Dollars (\$145,909), which is equal to the Loan divided by the number of HOME-Assisted Units.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigations

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan. Upon satisfaction of the conditions set forth in Section 2.6 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

(a) Subject to the provisions of Subsection (b) below, the outstanding principal balance of the Loan will not accrue interest.

(b) Upon the occurrence of an Event of a Default, interest on the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan to fund construction of the Development, consistent with the Approved Development Budget. Use of the Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(b) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security. Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the Property. Pursuant to the Intercreditor Agreement the deed of trust securing the City Loan and the County Deed of Trust are of equal lien priority.

Section 2.5 Subordination. Any agreement by the County to subordinate the Deed of Trust to an encumbrance securing and/or evidencing the Bank Loan will be subject to the satisfaction of each of the following conditions:

(a) All of the proceeds of the Bank Loan, less any transaction costs, are used to finance the acquisition or construction of the Development.

(b) The lender of the Bank Loan (the "Senior Lender") is a state or federally chartered financial institution that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(c) Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence that demonstrates to the County's satisfaction that subordination of the Deed of Trust is necessary to secure adequate acquisition, construction and/or homebuyer financing to ensure the viability of the Development, including the sale of the HOME-Assisted Units as affordable housing, as required by the Loan Documents.

(d) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust will be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Bank Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (i) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the County with a cure period of at least sixty (60) days to cure any default.

(e) The subordination(s) of the Loan is effective only during the original term of the Bank Loan, unless the County is notified by Borrower of an extension of the term of the Bank Loan.

(f) The subordination does not limit the effect of the Deed of Trust before a foreclosure, nor require the consent of the Senior Lender prior to the County exercising any remedies available to the County under the Loan Documents.

(g) Upon a determination by the County's Assistant Deputy Director – Department of Conservation and Development that the conditions in this Section have been satisfied, the Assistant Deputy Director – Department of Conservation and Development or his/her designee is authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds for Construction.

The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions precedent are satisfied:

- (a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement.
- (b) Borrower holds title to the Property.
- (c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, execute the Loan Documents, and construct the Development.
- (d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement.
- (e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 5.12 below.
- (f) Borrower has executed and delivered the Loan Documents to the County and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County.
- (g) The Deed of Trust and Intercreditor Agreements are recorded against the Property in the Office of the Recorder of the County of Contra Costa prior to or simultaneously with the disbursement of the Loan.
- (h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing a 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa.
- (i) Borrower has furnished the County with a copy of the Marketing Plan.
- (j) Borrower has furnished the County with evidence of marketing activity consistent with the Marketing Plan, such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of HOME-Assisted Units, as applicable.
- (k) All environmental review necessary for the construction of the Development has been completed, and Borrower has provided the County evidence of compliance, or plan for compliance, with all NEPA requirements and mitigation measures, as set forth in Exhibit C.

(l) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Development as shown in the Approved Development Budget, are not less than the amount the County determines is necessary to pay for the construction of the Development and to satisfy all of the covenants contained in this Agreement.

(m) Borrower has provided the County evidence acceptable to the County of the private contributions and donations as described in Section 1.1(f) (iii) that are part of Approved Financing.

(n) Borrower has obtained all permits and approvals necessary for the construction of the Development.

(o) The County has received and approved the Bid Package for the subcontractors for the construction of the Development, pursuant to Section 3.3 below.

(p) The County has received and approved any construction contract for the construction of the Development that exceeds One Hundred Thousand Dollars (\$100,000), pursuant to Section 3.4 below.

(q) Borrower has closed all loans that are part of the Approved Financing for construction of the Development, as described in Section 1.1(f), and has already received or is eligible to receive the funds.

(r) The County has received reasonable evidence that the local match requirement set forth in 24 C.F.R. Section 92.218 et seq., has been satisfied in accordance with Section 3.22 of this Agreement.

(s) The County has received a written draw request from Borrower, including (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied, (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget, (iii) the amount of funds needed, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred, and (v) proof of payment. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by (i) certification by Borrower's architect or other third party consultant reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.7 Repayment of the Loan.

(a) Partial Credit. When a HOME-Assisted Unit is sold to an Eligible Purchaser, the County shall:

(i) Credit Borrower with a partial repayment of the Loan in an amount equal to the Unit Allocation for the HOME-Assisted Unit that is sold.

(ii) If the conditions set forth in Section 2.9 are satisfied, execute and record a partial reconveyance of the Deed of Trust and partial termination of the Affordability Covenant and the Intercreditor Agreement with respect to the HOME-Assisted Unit that was sold.

(b) Repayment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on (i) the date an Event of Default occurs, (ii) the date the sale of the eleventh (11th) HOME-Assisted Unit to an Eligible Purchaser occurs in compliance with the terms of this Agreement or (iii) April 30, 2024, whichever occurs first; provided, however, if a HOME-Assisted Unit becomes a Rental Unit, Borrower shall pay the outstanding principal and accrued interest on the Unit Allocation for such Rental Unit upon the expiration of the Term defined in Section 4.1(c).

(i) If all HOME-Assisted Units are sold to Eligible Purchasers, upon the satisfaction of the conditions set forth in Section 2.10, the entire principal amount of the Loan will be deemed by the County to be paid in full and the Note will be cancelled and returned to Borrower.

(ii) If, pursuant to Section 4.1(e), Borrower elects to repay the Unit Allocation of a HOME-Assisted Unit in cash, then, in accordance with Section 4.1(e), (i) the principal balance of the Loan will be reduced by the amount of the Unit Allocation received, and (ii) upon the sale of the remaining HOME-Assisted Units to Eligible Purchasers and the satisfaction of the conditions set forth in Section 2.10, the entire principal amount of the Loan will be deemed by the County to be paid in full and the Note will be cancelled and returned to Borrower.

(iii) If one or more HOME-Assisted Units become Rental Units, (i) the Unit Allocation for such HOME-Assisted Units will remain outstanding, and (ii) the Deed of Trust will remain in effect with respect to the Rental Units. If the Rental Units are sold to Eligible Purchasers at the end of the Term and the conditions set forth in Section 2.10 have been satisfied, the entire principal amount of the Loan will be deemed by the County to be paid in full and the Note will be cancelled and returned to Borrower. If the Rental Units are not sold to Eligible Purchasers, Borrower may elect at any time to pay the Unit Allocation for such HOME-Assisted Units. Upon receipt of such payment, following the sale of the remaining HOME-Assisted Units to Eligible Purchasers and the satisfaction of the conditions set forth in Section 2.10, the Loan will be deemed by the County to be paid in full and the Note will be cancelled and returned to Borrower.

Section 2.8 Prepayment. Borrower may prepay the Loan at any time without premium or penalty. Regardless of any prepayment, Borrower acknowledges that the provisions of this Agreement, including but not limited to the requirement that all HOME-Assisted Units be sold to Eligible Purchasers, remain in effect even though Borrower may have prepaid all or a portion of the Loan.

Section 2.9 Conditions Precedent to Partial Reconveyance of Deed of Trust and Termination of Affordability Covenants and Intercreditor Agreement. The County is not obligated to provide a partial reconveyance of the Deed of Trust or partial termination of the Affordability Covenants and the Intercreditor Agreement upon the sale of a HOME-Assisted

Unit to an Eligible Purchaser, unless the County has received all of the following from Borrower with respect to the HOME-Assisted Unit:

- (a) A completion report from Borrower setting forth the following information with respect to the HOME-Assisted Unit: (i) the income, household size, race and ethnicity of each Homeowner, and (ii) the unit size, sales price and the amount of the first mortgage.
- (b) A copy of the certificate of occupancy or equivalent final permit sign-off.
- (c) A copy of the executed Disposition Agreement between Borrower and the Eligible Purchaser.
- (d) Evidence that Borrower has provided the Eligible Purchaser with homebuyer counseling in accordance with Section 4.2(c).
- (e) If Borrower is required to pay prevailing wages pursuant to Section 3.9 below, a confirmation from Borrower that Borrower has submitted all required documentation to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues.

Section 2.10 Conditions Precedent to Note Cancellation. The County is not obligated to cancel the Note upon the sale of the last HOME-Assisted Unit until the County has received all of the following from Borrower with respect to the Development:

- (a) A financial accounting of all sources and uses of funds used in the construction.
- (b) All relevant contract activity information, including compliance with Section 3, and local hiring and MBE/WBE requirements as set forth in Section 3.14 below.
- (c) If Borrower was required to comply with relocation requirements, evidence of compliance with all applicable relocation requirements.
- (d) If Borrower is required to pay prevailing wages pursuant to Section 3.9 below, a confirmation from Borrower that Borrower has submitted all required documentation to the County, and any identified payment issues have been resolved.

Section 2.11 Non-Recourse. Except as provided below, Borrower does not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as

hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under Sections 3.9, 3.10, 3.11, 5.6, and 8.4 of this Agreement, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Construction. Borrower shall complete the construction of the Development in accordance with the Approved Development Budget.

Section 3.2 Permits and Approvals. Borrower shall obtain all permits and approvals necessary for the construction of the Development no later than February 28, 2022 or such later date that the County approves in writing. Nothing in this Agreement, and none of the County actions taken pursuant to this Agreement, constitutes approval by the County of any required permit, application, map, license, or other required approval, or in any way limits the discretion of the County acting in its regulatory capacity with respect to the Property or the Development.

Section 3.3 Bid Package. Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package for the construction of the Development, Borrower shall submit to the County a copy of Borrower's proposed Bid Package for contracts over One Hundred Thousand Dollars (\$100,000). The County's Assistant Deputy Director – Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package, the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.4 Construction Contract.

(a) Not later than thirty (30) days prior to commencing construction of the Development, Borrower shall submit to the County for its approval a draft of the proposed construction contract(s) for the Development that exceed One Hundred Thousand Dollars (\$100,000). All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the contractor's work, subject to early release of retention for specified

subcontractors upon approval by the County. The construction contract(s) will include all HOME requirements set forth in Section 5.5 below. The County's approval of the construction contract(s) may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contracts exceeding One Hundred Thousand Dollars (\$100,000), the County shall promptly review same and approve or disapprove such contracts within ten (10) business days. If the construction contract(s) is/are not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit revised construction contract(s) for County approval, which approval is to be granted or denied in ten (10) business days in accordance with the procedures set forth above. Any construction contract(s) over One Hundred Thousand Dollars (\$100,000) executed by Borrower for the Development is to be in the form approved by the County.

Section 3.5 Intentionally Omitted.

Section 3.6 Commencement of Construction. Borrower shall cause the Commencement of Construction of the Development to occur no later than February 28, 2022, or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" of the Development is the date of the building permit issued for the first Unit to be constructed.

Section 3.7 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Development to completion. Borrower shall cause the Completion Date to be no later than September 30, 2023, or such later date that the County approves in writing.

(b) For each HOME-Assisted Unit, Borrower shall notify the County of the Completion Date. Upon receipt of such notice the County will perform an inspection of the HOME-Assisted Unit to determine if the HOME-Assisted Unit was constructed in accordance with the HOME Regulations, including the property standards set forth in 24 C.F.R. 92.251(a). If the County determines the HOME-Assisted Unit was not constructed in accordance with the HOME Regulations, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The HOME-Assisted Unit may not be sold until such deficiencies have been corrected to the satisfaction of the County.

Section 3.8 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Development in conformance with (i) the plans and specifications approved by the City and (ii) the Approved Development Budget as such budget is modified pursuant to Section 3.19. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any material additions, changes, or deletions to the plans and specifications approved by the County. A written change order authorized by the County must be obtained before any of

the following changes, additions, or deletions in the construction work may be performed: (i) any change in the work the cost of which exceeds One Hundred Thousand Dollars (\$100,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Two Hundred Fifty Thousand Dollars (\$250,000); or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, ordinances, codes (including building codes), rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the property standards set out in 24 C.F.R. Section 92.251(a); and

(iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.9 Prevailing Wages.

(a) To the extent applicable, Borrower shall:

(i) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(ii) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(iii) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(iv) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(v) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5;

(vi) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(1) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(2) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(vii) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(viii) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(ix) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Improvements or any other work undertaken or in connection with the Development. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.10 Accessibility. Borrower shall construct the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with Section 504, a minimum of two (2) HOME-Assisted Units of all Units must be constructed to be fully accessible to households with a mobility impaired member and an additional one (1) HOME-Assisted Unit of all Units must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with Section 504 Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge,

the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.11 Relocation.

(a) Borrower represents and warrants to the County that the Property was vacant at the time it was acquired by Borrower. If and to the extent that construction of the Improvements results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits, including, without limitation, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and implementing regulations at 49 C.F.R. 24 et seq.; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42 and 24 C.F.R. 92.353; and California Government Code 7260 et seq., and implementing regulations at 25 California Code of Regulations 6000 et seq. (together, the "Relocation Laws").

(b) Borrower shall prepare and submit a relocation plan to the County for approval as required by the Relocation Laws.

(c) Borrower is solely responsible for payment of any relocation benefits to any displaced persons and for compliance with the Relocation Laws.

(d) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the Development. This obligation to indemnify shall survive termination of this Agreement.

Section 3.12 Marketing Plan.

(a) No later than three (3) months prior to the date construction of the Development is projected to start, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required pursuant to this Agreement (the "Marketing Plan").

(b) The Marketing Plan must include information on affirmative marketing efforts, compliance with fair housing laws and 24 C.F.R. 92.351(a), and a description of the homebuyer counseling to be provided to Eligible Purchasers. Borrower shall cause the homebuyer counseling procedures to be in compliance with policies and guidelines provided by

the County.

(c) The Marketing Plan must identify the criteria that applicants must satisfy to become Eligible Purchasers.

(d) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within thirty (30) days after submission. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days after the County issues its notification. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If Borrower does not submit a revised Marketing Plan that is approved by the County by three (3) months prior to the projected date of the completion of the Development, Borrower will be in default of this Agreement.

Section 3.13 Equal Opportunity. During the construction of the Development, discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.14 Minority-Owned Business Enterprise and Women-Owned Business Enterprise; Local Hiring. Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.15 Progress Reports. Until such time as Borrower has received certificates of occupancy from the County for the Units, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.19 below.

Section 3.16 Construction Responsibilities.

(a) Borrower is responsible for coordinating and scheduling the work to be performed so that commencement and completion of the construction of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or

construction of the Development.

Section 3.17 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.18 Inspections. Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate during reasonable business hours during the Term, County and other public authorities to observe and inspect that portion of the Development that is subject to the Deed of Trust, for the purpose of determining compliance with this Agreement.

Section 3.19 Approved Development Budget; Revisions to Budget. As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

Section 3.20 Developer Fee. The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed Forty-Two Thousand Six Hundred Dollars (\$42,600) per Unit (the "Developer Fee").

Section 3.21 NEPA Mitigation Requirements. Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Development.

Section 3.22 Match Requirement. Borrower shall cause the Loan to be matched with a minimum of Four Hundred One Thousand Two Hundred Fifty Dollars (\$401,250) in other, non-federal sources, pursuant to and eligible under applicable HOME Regulations.

ARTICLE 4
DISPOSITION OBLIGATION

Section 4.1 Obligation to Sell, Rent or Repay.

(a) Borrower shall sell each HOME-Assisted Unit to an Eligible Purchaser, no later than the Disposition Date applicable to the HOME-Assisted Unit. If Borrower fails to sell a HOME-Assisted Unit by its Disposition Date, on or before the Disposition Date, Borrower must either (i) rent the HOME-Assisted Unit to an Eligible Tenant, or (ii) pay the County the Unit Allocation for the unsold HOME-Assisted Unit.

(b) A HOME-Assisted Unit will be deemed to have been sold or rented on the date that a Disposition Agreement for the HOME-Assisted Unit has been executed by both Borrower and the Eligible Purchaser or Eligible Tenant, as applicable.

(c) If a HOME-Assisted Unit is rented, the Term of this Agreement will expire on the date established by the County in accordance with the HOME Regulations and HUD policies. As of the date of this Agreement, the parties anticipate that if one or more HOME-Assisted Units are rented, the Term of this Agreement will expire twenty (20) years after the date the last HOME-Assisted Unit to be rented is rented.

(d) The conditions that apply to renting a HOME-Assisted Unit are set forth in Section 4.4.

(e) If a HOME-Assisted Unit is not sold and Borrower elects to repay the Unit Allocation for such HOME-Assisted Unit, upon the County's receipt of the Unit Allocation, the County shall (i) credit Borrower with a partial repayment of the Loan, as applicable, in the amount of the Unit Allocation received (excluding any interest, discussed in Section 4.5 below), (ii) execute and record a partial reconveyance of the Deed of Trust and a partial termination of the Affordability Covenant and the Intercreditor Agreement with respect to the HOME-Assisted Unit that was not sold or rented, and (iii) deem Borrower's obligations under this Agreement to be fully satisfied with respect to such HOME-Assisted Unit.

(f) If a HOME-Assisted Unit has not been sold by the date that is three (3) months after its Completion Date, Borrower shall submit to County evidence satisfactory to County that Borrower is making affirmative marketing efforts, in accordance with Section 3.12.

(g) Borrower shall comply with the terms of the Affordability Covenants in the sale of the HOME-Assisted Units. In the event of a conflict between the terms of the Affordability Covenants and this Agreement, this Agreement will control.

Section 4.2 Conditions Precedent to the Sale of a HOME-Assisted Unit. When Borrower sells a HOME-Assisted Unit to an Eligible Purchaser, Borrower shall cause all of the following conditions to be satisfied:

(a) When selecting an Eligible Purchaser to purchase a HOME-Assisted Unit, Borrower shall apply the selection criteria set forth in the Marketing Plan approved by the County pursuant to Section 3.12.

(b) The purchase price must be approved by the County. Once approved by the County, the purchase price of a HOME-Assisted Unit is the "Approved Purchase Price." The Approved Purchase Price must: (i) meet applicable HOME Regulations, and (ii) not exceed ninety-five percent (95%) of the median purchase price for the area as described in 24 C.F.R. 92.254(a)(2)(iii).

(c) Prior to the sale of a HOME-Assisted Unit, Borrower shall provide the purchaser with homebuyer counseling in accordance with policies and guidelines provided by the County, as outlined in the Marketing Plan by a certified housing counselor who has passed the HUD certification examination and is employed by a HUD-approved housing counseling agency. Borrower shall cause its homebuyer counseling to include a description of the County's homebuyer assistance program for the Development. Borrower may charge a reasonable fee to persons who receive homebuyer counseling from Borrower.

(d) Borrower shall obtain an Income Certification from the Proposed Purchaser pursuant to Section 4.5 below, at or shortly after the date the Proposed Purchaser and Borrower execute the Habitat Partnership Agreement, and transmit it to the County at least fifteen (15) working days prior to the sale of the HOME-Assisted Unit.

(e) Borrower shall obtain a certification from the Proposed Purchaser that he or she will occupy the HOME-Assisted Unit as his or her principal place of residence and that in no event will he or she lease the Unit to another (the "Owner Occupancy Certification"), using a form provided by the County and transmit it to the County at least fifteen (15) working days prior to the sale of the HOME-Assisted Unit.

(f) The County shall have received, in form and substance reasonably satisfactory to the County the Homeowner Resale Restriction duly executed by the Eligible Purchaser, and any other documents required by the County in its reasonable discretion.

Section 4.3 HOME Requirements for Homeowner Resale Restriction. The Homeowner Resale Restriction to be recorded against the HOME-Assisted Units must be consistent with HOME program resale requirements set out in 24 CFR 92.254(a)(5)(i) as explained in CPD Notice 12-003, and include the following provisions:

(a) the County must be included as a third party beneficiary;

(b) the resale restrictions must be for a period of at least fifteen (15) years;

(c) the Homeowner must occupy the Unit as his or her principal place of residence;

(d) if during the term of the Homeowner Resale Restriction, the HOME-Assisted Unit is sold, it must be sold to another Low-Income Household who will use the Unit as his or her principal place of residence;

(e) the Homeowner selling the Unit must receive a "fair return on their investment" which takes into account the Homeowner's down-payment and capital improvements made to the Unit by the Homeowner; and

(f) the Unit must be sold at a price that is affordable to Low Income Households at a price not exceeding a maximum resale price approved by the County.

Section 4.4 Conditions to the Rental of HOME-Assisted Unit. If Borrower elects to rent a HOME-Assisted Unit, Borrower shall cause all of the following conditions to be satisfied:

(a) The Rental Unit must be rented to an Eligible Tenant at a rent not exceeding the Tenant Rent.

(b) The form of lease or rental agreement must be approved by the County.

(c) The terms of the lease or rental agreement must comply with the HOME Regulations.

(d) Borrower shall obtain an Income Certification from the Proposed Tenant no more than six (6) months prior to the date the Rental Unit is rented or leased. In addition, Borrower must satisfy the requirements of Section 4.5 below.

(e) If requested by the County, Borrower shall enter into an agreement that restricts the use of the rented property (a "Regulatory Agreement") and cause or permit the Regulatory Agreement to be recorded against the rented property.

(f) All rent received from a Rental Unit will be applied first to the actual costs incurred by Borrower in managing and maintaining the Rental Unit, and second to the County. The County shall apply any amounts received pursuant to this Section to the reduction of the outstanding Loan. If requested by the County, Borrower shall provide the County with an accounting of the receipt and application of all rent received as a result of renting or leasing a Rental Unit.

Section 4.5 Income Certification. With respect to each member of the Proposed Purchaser household, or Proposed Tenant household, as applicable, Borrower must verify that the information provided in an Income Certification is accurate by taking two or more of the following steps: (i) obtaining a pay stub for his or her most recent pay period; (ii) obtaining a copy of his or her income tax return for the three (3) most recent tax years; (iii) conducting a credit agency search or similar search; (iv) obtaining an income certification from his or her current employer verifying income; (v) obtaining an income verification form from the Social Security Administration and/or the California Department of Social Services, if he or she receives assistance from either agency; or (vi) if he or she is unemployed and has no such tax return, obtaining another form of independent income verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation.

Section 4.6 Acceleration of Unit Allocation. If Borrower fails to satisfy its obligation to sell or rent a HOME-Assisted Unit or to pay the HOME-Assisted Unit's Unit Allocation by the HOME-Assisted Unit's Disposition Date, then:

(a) The Unit Allocation for the subject HOME-Assisted Unit will be immediately due and payable;

(b) An Event of Default will be deemed to have occurred in accordance with Section 8.1(b) and the County will be entitled to exercise any and all remedies available to it under this Agreement and under law; and

(c) Notwithstanding any remedies the County elects to exercise in accordance with Section 4.5(b), the Unit Allocation for the subject HOME-Assisted Unit will accrue interest at the Default Rate beginning on the day after the HOME-Assisted Unit's Disposition Date and continuing until the Unit Allocation is paid in full with interest.

Section 4.7 Borrower First Mortgage Assistance and Other Homebuyer Financing. Borrower must obtain the County's approval of the terms of (i) any first mortgage assistance provided to an Eligible Purchaser by Borrower or by any other loan provider and (ii) any other financial assistance to an Eligible Purchaser (once approved by County, all such assistance is the "Mortgage Assistance"). If the County disapproves the terms of the proposed financial assistance, the County shall give specific reasons for its disapproval and Borrower shall, within ten (10) calendar days of disapproval, submit a revised financial assistance plan to the County for approval. The County's review of Eligible Purchaser financing will be to ensure that such financing meets responsible lending practices consistent with 24 CFR 92.254(f)(2) such that the Eligible Purchaser's mortgage is sustainable over the long term and does not contain risky loan features that could threaten the Eligible Purchaser's ability to meet the obligations of the mortgage.

Section 4.8 Translation of Documents. As a condition of this Agreement, if an Eligible Purchaser submits a verbal or written request to either the County or Borrower to have the Loan Documents and forms translated in a language other than English, then Borrower shall have the Loan Documents and forms translated into the requested language in written form, and ensure the translation is accurate and done by a qualified translator in the requested language.

ARTICLE 5 LOAN REQUIREMENTS

Section 5.1 Financial Accountings and Post-Completion Audits. No later than sixty (60) days following the Completion Date of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds used in the Development.

Section 5.2 Information. Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 5.3 Records.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 8.9 below, or elsewhere with the County's written consent, full,

complete and appropriate books, records and accounts relating to the Development. Books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. Borrower shall cause all books, records, and accounts are to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

- (i) Records providing a full description of the activities undertaken with the use of the Loan funds.
- (ii) Records demonstrating the eligibility of activities under the HOME Regulations and that use of the HOME Funds meets one of the eligible activities of the HOME program set forth in 24 C.F.R. 92.205;
- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;
- (vi) Records demonstrating compliance with local hiring and MBE/WBE requirements;
- (vii) Records demonstrating compliance with Section 3;
- (viii) Records demonstrating compliance with applicable acquisition and relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;
- (ix) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's contractors evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 5.4 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If, as a result of an audit, it is determined that there has been a deficiency in a Loan repayment to the County, then such deficiency will become immediately due and payable with interest at the Default Rate, from the date the deficient amount should have been paid.

Section 5.5 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. 92 et seq. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(ii) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the

Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 92.353; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq. (if applicable); and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.;

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(ix) Section 3. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and implementing Regulations at 24 C.F.R. 75 ("Section 3");

(1) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

(A) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(B) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(2) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (1) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(3) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the County to comply with the reporting requirements of 24 C.F.R. 75.25.

(4) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(x) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xi) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xiii) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xiv) Religious Organizations. If Borrower is a religious organization, as defined by the HOME Regulations all conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(xv) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs; and

(xvi) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

Section 5.6 Hazardous Materials.

(a) Borrower shall keep and maintain that portion of the Property that is subject to the Deed of Trust in compliance with, and may not cause or permit such Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about such Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about such Property or transport to or from such Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of single-family homes like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions related to the Property instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"), (ii) all claims made or threatened by any third party related to the Property against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"), and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower

shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on or under the Property, including without limitation: (i) all foreseeable consequential damages, (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans, and (iii) all reasonable costs and expenses incurred by the County in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties, which results from contamination emanating from the Property). This obligation to indemnify will survive termination of this Agreement.

(d) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action, (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder, or (iv) the action has been agreed to by the County.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure

Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 5.7 Maintenance and Damage.

(a) During the construction, marketing, and sale of the Units, and during any period of time Borrower owns one or more Rental Units, Borrower shall maintain the Development and that portion of the Property that is subject to the Deed of Trust in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on that portion of the Property that is subject to the Deed of Trust is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

Section 5.8 Fees and Taxes. Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

Section 5.9 Notices. Borrower shall promptly notify the County in writing of any and all of the following:

- (a) Any litigation known to Borrower materially affecting Borrower, or the Property and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Borrower receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or Improvements fail in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations, or any change in the management of Borrower;
- (e) That any of the statements in Section 6.1(l) regarding Hazardous Materials are no longer accurate;
- (f) Any Event of Default or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default; and
- (g) Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

Section 5.10 Nondiscrimination. Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

Section 5.11 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in Borrower or the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the sale of a HOME-Assisted Unit to an Eligible Purchaser in compliance with this Agreement.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the grant of the security interests in the Development for Approved Financing.

Section 5.12 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable.

(iv) Builder's Risk insurance during the course of construction of the Development, and beginning on the Completion Date if there are Rental Units in the Development, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor

working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Commercial Automobile Liability and Property insurance policies must be endorsed to name as an additional insured Contra Costa County and its officers, agents, employees and members of the County Board of Supervisors. The endorsement for additional insureds must be on a separate additional page. This endorsement page must name Contra Costa County and its officers, agents, employees, and members of the County Board of Supervisors as additional insureds; include the address of the department (Contra Costa County, Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553); include the name of the insured (HEBSV Esperanza Place LLC); and include the insurance policy number.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 5.13 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

(ii) 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 the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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 Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 5.14 Covenants Regarding Approved Financing.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate any documents related to any financing that is part of the Approved Financing without the prior written consent of the County.

(d) Borrower may not incur any indebtedness where Borrower provides a security interest in the Property in connection with such indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Representations and Warranties. Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 6 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party, or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County, or Approved Financing, as defined in Section 1.1(f).

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any

material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, or under, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 7 DEFAULT AND REMEDIES

Section 7.1 Events of Default. Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Development to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan that is approved by the County in accordance with Section 3.12.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 7.1(a) through Section 7.1(c) and Section 7.1(e) through Section 7.1(l)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days

after receipt of written notice thereof from the County to Borrower; provided, however, that if a different period or notice requirement is specified under any other section of this Article 8, the specific provisions shall control.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or its business is dissolved or terminated.

(i) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 5.11.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have

been incorrect in any material respect when made.

Section 7.2 Remedies. Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under any financing other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default, together with interest from the date of expenditure until the date of reimbursement at the Default Rate.

Section 7.3 Right of Contest. Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and, in a manner, unprejudicial to the County or the rights of the County hereunder.

Section 7.4 Remedies Cumulative. No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Relationship of Parties. Nothing contained in this Agreement is to be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and marketing of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 8.2 No Claims. Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or marketing of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or marketing of the Development.

Section 8.3 Amendments. No alteration or variation of the terms of this Agreement is valid unless made in writing by the parties. The County Assistant Deputy Director – Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 8.4 Indemnification. Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, the development, construction and marketing of the Development and the sale of the Units, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 8.5 Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 8.6 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 8.7 Discretion Retained By County. The County's execution of this Agreement in no way limits discretion the County may have in the permit and approval process related to the construction of the Development.

Section 8.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 8.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 8.8(a) is followed.

(b) The conflict of interest provisions of Section 8.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356.

Section 8.9 Notices, Demands and Communications. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Housing & Community Improvement Division/C.
Louie

Borrower: HEBSV Esperanza Place, LLC
c/o Habitat for Humanity East Bay/Silicon Valley, Inc.
2619 Broadway
Oakland, CA 94612
Attn: President and Chief Executive Officer

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 8.10 Applicable Law. This Agreement is governed by the laws of the State of California.

Section 8.11 Parties Bound. Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 8.12 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 8.13 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.14 Force Majeure. In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 8.15 County Approval. The County has authorized the County Assistant Deputy Director-Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 8.16 Waivers. Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed

under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 8.17 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 8.18 Entire Understanding of the Parties. The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 8.19 Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[signatures on following page]

The parties are entering into this Agreement as of the last date set forth below.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik, Director
Department of Conservation and
Development

Date: November 16, 2021

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

HEBSV ESPERANZA PLACE, LLC, a California
limited liability company

By: _____
Janice Jensen, Manager

Date: November 16, 2021

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PARCEL ONE:

Lots 1 through 4, inclusive, as shown on the map of Subdivision 9470, filed October 18, 2021, in Map Book 549, Pages 13 through 17, inclusive, Contra Costa County Records.

PARCEL TWO:

The right of way granted in the Deed from Dorothy Marion Hunt to C.L. Greenwell, et ux, dated August 7, 1952 and recorded August 20, 1952 in [Volume 1979 of Official Records, at Page 11](#), as follows:

A right of way (not to be exclusive) as an appurtenance to a portion of Parcel One, above, for use as roadway for vehicles of all kinds; pedestrians and animals, for water, gas, oil and sewer pipe line, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines, over a portion of the Rancho Las Juntas being a strip of land 20 feet in width the South line of which is parallel with and 20 feet Southerly at right angles from the North line thereof and which North line is described as follows: Beginning on the North line of the Parcel of Land described in the Deed from John W. Cuthbertson, et ux, to Dorothy Marion Hunt, dated March 18, 1952 and recorded March 26, 1952 in [Volume 1910 of Official Records](#), at Page 311, distant thereon North 61°26'40" East, 340.75 feet from the Northwest corner thereof; thence from said point of beginning North 61°26'40" East along said North line 502.20 feet to the center line of the County Road known as Las Juntas Way.

APN'S 148-180-050, 051 & 052

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

Habitat For Humanity East Bay/Silicon Valley
 Project Name: Esperanza Place, 1250 Las Juntas Way, Walnut Creek
 Summary Budget
 10/21/2021

42 Units - 32 Unit @ Low <80% AMI, 10 Units @Mod (80%AMI-120%AMI)						
	1 BR	2 BR	3 BR	4 BR	Total Homes	Percentage
Living Sq. Ft.	638	992	1,192	1,442		
Very Low	-	0	0	0	-	0%
Low	8	10	13	1	32	76%
Moderate	2	3	4	1	10	24%
Market	-	0	0	0	-	0%
Total Units	10	13	17	2	42	100%
Total Sq. Ft.	6,380	12,896	20,264	2,884	42,424	

Project Time Line

	Start	Finish
Land Contract	2016	2017
Entitlement & CD	2017	2021
Infrastructure and Site Development	2021	2022
Construction of All Homes	2022	2025

Esperanza Place
 Permanent Sources

	Budget	Per Unit	% of Total Cost	Phase 1 (23 Units)	Phase 2 (19 Units)
Contributions - Habitat for Humanity	\$ 2,614,563	\$ 62,252	10.87%	\$ 1,696,929	\$ 917,634
City Financing	\$ 5,150,000	\$ 122,619	21.41%	\$ 3,657,139	\$ 1,492,861
County Financing - HOME	\$ 1,605,000		6.67%	\$ 1,605,000	\$ -
Funding Gap	\$ -			\$ -	\$ -
Construction Loan (Equal to Home Sales Proceeds)	\$ 13,979,993			\$ 7,414,743	\$ 6,565,250
Home Sales Proceeds - Low	\$ 9,026,150	\$ 282,067	37.53%		
Home Sales Proceeds - Mods	\$ 4,953,843	\$ 495,384	20.60%		
Home Sales Proceeds - Market Rate	\$ -	\$ -		\$ -	\$ -
Home Sales Proceed - AHP/WISH Funds	\$ 704,000	\$ 22,000	2.93%	\$ 352,000	\$ 352,000
Added Inflation for Home Sales Proceeds (Included)	\$ -	\$ -	0.00%	\$ -	\$ -
Total Permanent Sources	\$ 24,053,556	\$ 572,704	100%	\$ 14,725,811	\$ 9,327,745

Development Costs

	Budget	Per Unit	% of Total Cost	Phase 1 (23 Units)	Phase 2 (19 Units)
Site Acquisition/Due Diligence	\$ 3,045,000	\$ 72,500	12.66%	\$ 1,667,500	\$ 1,377,500
Site Remediation & Demolition	\$ 215,303	\$ 5,128	0.90%	\$ 215,303	\$ -
Design Consultants	\$ 882,431	\$ 21,010	3.67%	\$ 816,249	\$ 66,182
Site Development	\$ 3,685,718	\$ 87,755	15.32%	\$ 3,285,718	\$ 400,000
Home Construction	\$ 9,036,619	\$ 215,158	37.57%	\$ 4,804,490	\$ 4,232,129
Permits and Fees	\$ 2,166,730	\$ 51,589	9.01%	\$ 1,186,543	\$ 980,187
Administration	\$ 1,791,486	\$ 42,654	7.45%	\$ 981,052	\$ 810,434
Finance & Carrying	\$ 1,479,548	\$ 35,227	6.15%	\$ 810,229	\$ 669,319
Marketing/Homeowner Relations	\$ 528,530	\$ 12,584	2.20%	\$ 289,433	\$ 239,097
Project Contingency	\$ 1,222,191	\$ 29,100	5.08%	\$ 669,295	\$ 552,896
Total Development Costs	\$ 24,053,556	\$ 572,704	100%	\$ 14,725,811	\$ 9,327,745

EXHIBIT C

NEPA MITIGATIONS

NEPA Mitigation and Monitoring Plan – Esperanza Place – 1250 Las Juntas Way, Walnut Creek

All mitigations / conditions of approval must be included in project agreement and/or legal documents. Compliance with mitigations / conditions of approval must be documented prior to final payment of County funds

Mitigation Measure(s)	Source	Method and date County staff informed Project Sponsor	Included in County loan document and/or project agreement	Verification of Mitigation Measure(s)	Responsible for implementation	Mitigation Timing	Responsible for monitoring and reporting on implementation	Monitoring and reporting frequency	Verification of compliance	Date completed	Comments
1 Air Quality/ Clean Air AQ1 AQ2 AQ3	BAAQMD CEQA Guidelines; CalEEMod Version 2013.2.2 Annual Emissions Report by AEM Consulting		<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of final building permit		
2 Contamination and Toxic Substances CT1 CT2	Remedial Action Workplan by Gencon Consultants Voluntary Cleanup Agreement (DTSC)		<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre construction	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> DTSC Site Certification of Compliance Letter		

3 Endangered Species ES1 ES2	Biological Resources Analysis by Monk & Associates, August 2020		<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans <input type="checkbox"/> Pre-construction survey	Project Sponsor, architect, contractor	Pre-construction and during construction	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Biologist <input type="checkbox"/> Letter from Architect		
4 Historic Preservation CR1 CR2 CR3 CR4 CR5 CR6 CR7 CR8 CR9 CR10 CR11	Cultural Resources Evaluation by Archeo-Tec Inc, April 2020; Historic & Cultural Resources Evaluation by AEM Consulting, April 2020		<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post ground disturbing activities	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Archaeological consultant <input type="checkbox"/> Copy of final building permit		
5 Noise Abatement and Control N1 N2 N3 N4 N5 N6	Environmental Noise Assessment by Illington and Rodkin, 2018		<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of Final Building Permit		

6 Soil Suitability G1	Geotechnical Investigation Report by Rockridge Geotechnical, 2017	<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Project sponsor, architect, and contractor	Ongoing – during construction	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of final building permit
7 Storm Water SW1 SW2	Stormwater Control Plan by Kier & Wright, 2019	<input type="checkbox"/>	<input type="checkbox"/> City of Walnut Creek Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Project sponsor, architect, and contractor	Ongoing	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of final building permit

Conditions for Approval: (List all mitigation measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements). [24 CFR 58.40(d), 40 CFR 1505.2(c)]

Air Quality/Clean Air

AQ1. Consistent with the BAAQMD’s preferred approach, the project developer shall ensure that the following measures are included in construction contracts and specifications to control fugitive dust emissions:

- Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers or dust palliatives;
- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.
- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites;
- Sweep daily (with water sweepers) all paved access roads, parking areas and staging area at construction sites; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality;
- Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets; • Hydroseed or apply non-toxic soil stabilizers to inactive construction areas;
- Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).
- Limit traffic speeds on unpaved roads to 15 mph;
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and
- Suspend excavation and grading activity whenever the wind is so high that it results in visible dust plumes despite control efforts.

AQ2. The project developer shall ensure that emissions from construction equipment exhaust, and from workers commuting to the site, are reduced

from implementation of the following measures:

- Store construction tools on-site in secure facilities to encourage commuting by transit;
- Use alternative fueled construction equipment to the fullest extent possible;
- Minimize idling time (e.g., 5-minute maximum);
- Maintain properly tuned equipment according to equipment manufacturer's guidelines; and
- Limit hours of operation of heavy duty equipment to the hours between 7:00 A.M. and 7:00 P.M. Monday through Friday, and between 8:00 A.M. and 5:00 P.M. on Saturday, as specified in Walnut Creek Municipal Code Section 4-6.203.

AQ3. Compliance with City of Walnut Creek's Standard Conditions of Approval for standard dust control practices is required.

Contamination and Toxic Substances

CT1. Compliance with the Remedial Action Workplan prepared by Gencon Consultants as approved by the California Department of Toxic Substance Control (DTSC).

CT2. Compliance with terms of Voluntary Cleanup Agreement entered into with the Department of Toxic Substance Control (DTSC).

Endangered Species

ES1. Owing to the mobility of nesting birds, nesting bird surveys typically remain valid for 7 days after completion of a nesting bird survey in the nesting season (nesting season is from February 1 to September 1). Thus if there are any delays in work where earth-moving or construction is stopped for more than a few days, and then needs to be restarted, then repeated surveys for nesting birds would have to be conducted to ensure a new nesting attempt has not taken place and could be impacted by the restarting of activities.

ES2. If birds construct nests within a zone of influence of the ongoing construction in the nesting season, but not in the immediate construction area, these nesting birds would be assumed to be acclimated to the construction activities. No further protection actions would be warranted (i.e., nest protection buffers would be unnecessary). However, if construction were to move closer to and/or within a line of sight of the nesting birds as the project continues, then this could be a concern. Nesting bird buffers may be required at the discretion of a qualified ornithologist.

Historic Preservation

CR1. The project application shall adhere to the Memorandum of Agreement (MOA) between Habitat for Humanity and Wilton Rancheria, dated October 8, 2020 at all times.

CR2. If any human remains or artifacts are found, the California Valley Miwok tribe shall be notified within 48 hours. Call or email Silvia Burley (209) 931-4567 office@cvmnt.net .

CR3. A limited program of pre-construction subsurface testing shall be combined with construction crew training and with the possibility of limited construction monitoring during ground disturbances (to be determined based on the findings of the subsurface testing).

- CR4.** A limited program of pre-construction test trenching is recommended for those areas deemed most likely to contain intact/undisturbed subsurface soils (based on an interpretation of previous disturbances). The proposed testing would entail the excavation of 4-6 mechanical trenches by a small backhoe under the direct supervision and monitoring by trained archaeologists. The purpose of this approach would be to assess subsurface soil contexts for cultural sensitivity and to identify and mitigate impacts to potential resources efficiently and with minimal cost/potential delay should cultural resources be encountered within areas of planned subsurface construction disturbance.
- CR5.** The need for monitoring during construction excavations is based on stratigraphic observations regarding the extent of prior disturbance and the depths and locations of archaeological finds during testing. Based on the findings of the mechanical test trenching, limited and targeted construction monitoring may be recommended. Archaeological monitoring consists of the observation of soils-disturbing construction activities by an archaeologist to ensure that no potentially significant cultural resources are impacted during construction without adequate mitigation. If such a resource is encountered, ground disturbance in the area of the resource shall cease until the resource is evaluated for historical significance and, if warranted, a data recovery plan is formulated and implemented.
- CR6.** The archaeological consultant and the Project construction manager/sponsor will coordinate to ensure that the archaeological monitor is informed in advance of the schedule of soil disturbing activities for which monitoring is advised.
- CR7.** Regardless of whether monitoring is required and implemented, at a very minimum, the developer is required to have a qualified firm conduct Construction Crew Training, wherein an archaeologist will train construction crews to recognize potential archaeological resources. This training program would take place on-site as a tailgate meeting prior to the start of construction soil disturbance. The training would take approximately 1 hour and would include the distribution of an Alert Sheet that guides identification of features and artifacts (with labels in English and Spanish) and defines protocols for contacting the archaeologist should a potential archaeological deposit or feature be identified. One or more key members of the construction crew will be designated as the contact for the archaeologist (by phone, text, or email).
- CR8.** If during project construction activities previously unidentified archeological resources are discovered, all project activities in the immediate vicinity of the discovery would be halted and the procedures of 36 CFR Part 800.13(b) and (c) would be followed. [Paragraph I.A. Inadvertent Archeological Resource Discovery]
- CR9.** Upon discovery of Native American human remains and associated or unassociated funerary objects, the City of Walnut Creek shall treat them in accordance with provisions of California Public Resources Code Section 5097.94, 5097.98, and 5097.99 and the California Health and Safety Code Section 7050.5 or as provided in federal implementing regulations found in 36 CFR 800.13(b)(2). [Paragraph I.B. Treatment of Native American human remains and cultural properties]
- CR10.** For any archaeological resources discovered during the excavation and construction phase, all project activities in the immediate vicinity of the discovery would halt. Procedures of 36 CFR Part 800.13(b) and (c); PRC Sections 5097.94, 5097.98 and 5097.99; and the California Health and Safety Code Section 7050.5 would be followed, including calling an archaeologist or paleontologist to evaluate the materials.
- CR11.** If paleontological resources were found during site excavation and construction, work would be halted until a paleontologist could evaluate the nature and significance of the resources. If significant resources were confirmed, the OHP and the California Department of State Parks would be contacted for further guidance on documentation and preservation. Protocol for the discovery of paleontological resources during construction would be the same as that for archaeological resources: project activities in the immediate vicinity of the discovery would halt, and

procedures of 36 CFR Part 800.13(b) and (c); PRC Sections 5097.94, 5097.98 and 5097.99; and the California Health and Safety Code Section 7050.5 would be followed, including calling an archaeologist or paleontologist to evaluate the materials.

Noise Abatement and Control

N1. Mechanical Ventilation of Residential Interiors. To meet the City interior noise standard of 45 dBA Ldn standard at the residential interiors, all residences with windows and/or doors with views the BART line will require mechanical ventilation to allow the windows to remain closed at the residents' option as the interior noise standards would not be met with open windows. A standard central air conditioning system or a central heating system equipped with a 'summer switch' which allows the fan to circulate air without furnace operation in each residence requiring mechanical ventilation will provide a habitable interior environment and thus meet the building code requirement referenced above.

N2. Exterior Window and Door Upgrades. Though standard thermal insulating exterior windows and doors in units with mechanical ventilation will be sufficient to reduce interior maximum noise levels at within residences with facades which face directly away from the BART line or those that have all views to the BART line blocked by intervening buildings, a detailed analysis of the noise-reduction requirements at residences with facades which have windows and/or doors with views the BART line was conducted to determine the noise mitigation needed to meet the City's recurring maximum noise level (Lmax30) standard of 50 dBA or less within bedrooms and 55 dBA Lmax30 in other rooms. Based on the use of the exterior wall type as discussed above, and an analysis of the proposed window and door areas as a percentage of exterior wall areas, the following sound ratings will be needed at all windows and doors with views of the BART line to reduce maximum interior noise levels to the City's recurring interior maximum noise level standards:

N3. Facades of Units 30 and 31 with views of the BART line will be exposed Lmax30 levels of 87 to 90 dBA as shown in Figure 3 (See Environmental Noise Assessment, Appendix H) and will require acoustical upgrades of walls, windows and doors to meet the City's recurring maximum noise level (Lmax30) standard of 50 dBA or less within bedrooms and 55 dBA Lmax30 in other rooms as follows:

- a. Exterior Wall Upgrade: To reduce maximum noise levels to acceptable levels, an exterior wall upgrade, below, is recommended for the exterior walls of rooms which face or are perpendicular to the BART line.
- b. Exterior: Cementitious plank siding.
- c. Cavity: Wood studs with 3 ½" thick sound attenuation blankets in the cavity. INTERIOR: 1 layer of 5/8" gypsum board on ½" resilient channels at 24" o.c.

N4. Window and Door Upgrades:

With the use of the acoustically upgraded exterior wall, facades of Units 30 and 31 with views of the BART line will require windows with an STC rating of 38 or greater in bedrooms, and windows with an STC rating of 35 or greater and doors with an STC rating of 32 or greater in other rooms; The facades of all other units with views of the BART line will be exposed Lmax30 levels of 83 dBA or less as shown in Figure 3 (see Environmental Noise Assessment, Appendix H), and will only require acoustical upgrades of windows and doors to meet the City's recurring maximum noise level (Lmax30) standard of 50 dBA or less within bedrooms and 55 dBA Lmax30 in other rooms as follows:

Facades of residences with views of the BART line that are exposed 83 dBA Lmax30, as shown in Figure 3 (see Environmental Noise Assessment, Appendix H), will require windows with an STC rating of 33 or greater in bedrooms, and windows with an STC rating of 29 or greater and doors with an STC rating of 26 or greater in other rooms,

N5. Facades of residences with views of the BART line that are exposed 82 dBA Lmax30, as shown in Figure 3 (see Environmental Noise Assessment, Appendix H), will require windows with an STC rating of 32 or greater in bedrooms, and windows with an STC rating of 28 or greater and doors with an STC rating of 26 or greater in other rooms,

N6. Facades of residences with views of the BART line that are exposed 81 dBA Lmax30, as shown in Figure 3 (see Environmental Noise Assessment, Appendix H), will require windows with an STC rating of 31 or greater in bedrooms, and windows with an STC rating of 28 or greater and doors with an STC rating of 26 or greater in other rooms.

Soil Suitability

G1. Follow all recommendations in the Geotechnical Investigation Report prepared for the project by Rockridge Geotechnical in 2017 and found in Appendix G.

Storm Water

SW1. Comply with terms of Stormwater Control Plan prepared by Kier & Wright in 2019 and submitted to the City of Walnut Creek.

SW2. Implement Best Management Practices (BMPs) and Low Impact Development (LID) measures to ensure post-development impacts to water quality are minimal.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing & Community Improvement Division/C. Louie

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(Esperanza Place)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of November 16, 2021, by and among Habitat for HEBSV Esperanza Place, LLC, a California limited liability company ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.4 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.3 below). Said principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable. The Note

and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan" means the loan made by the Beneficiary to the Trustor in the amount of One Million Six Hundred Five Thousand Three Hundred Twenty-Four Dollars (\$1,605,324).

Section 1.2 The term "Loan Agreement" means that certain HOME Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor One Million Six Hundred Five Thousand Dollars (\$1,605,000).

Section 1.3 The term "Loan Documents" means this Deed of Trust, the Note, and the Loan Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Loan.

Section 1.4 The term "Note" means the promissory note of even date herewith, in the principal amount of One Million Six Hundred Five Thousand Dollars (\$1,605,000) and executed by Trustor in favor of the Beneficiary, as such note may be amended or restated, which obligation to repay One Million Six Hundred Five Thousand Dollars (\$1,605,000) is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.5 The term "Principal" means the amount required to be paid under the Note.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY
AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or

termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of

the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or

damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a

fixture filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain that portion of the Property that is subject to the Deed of Trust in compliance with, and may not cause or permit such Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about such Property including, but not limited to, soil and ground water conditions. Trustor may not use, generate, manufacture, store or dispose of on,

under, or about such Property or transport to or from such Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of single-family homes like the development or kept and used in and about residential property of this type.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions related to the Property instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"), (ii) all claims made or threatened by any third party related to the Property against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"), and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on or under the Property, including without limitation: (i) all foreseeable consequential damages, (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans, and (iii) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties, which results from contamination emanating from the Property).

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials

on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, will be added to the indebtedness secured by this Deed of Trust and

will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the

Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor

hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its

interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Housing & Community Improvement Division/C. Louie

and (2) if intended for Trustor is to be addressed to:

HEBSV Esperanza Place, LLC
c/o Habitat for Humanity East Bay/Silicon Valley, Inc.,
2619 Broadway
Oakland, California 94612
Attn: President & CEO

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor is executing this Deed of Trust as of the day and year first above written.

HEBSV ESPERANZA PLACE, LLC, a California
limited liability company

By: _____
Janice Jensen, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PARCEL ONE:

Lots 1 through 4, inclusive, as shown on the map of Subdivision 9470, filed October 18, 2021, in Map Book 549, Pages 13 through 17, inclusive, Contra Costa County Records.

PARCEL TWO:

The right of way granted in the Deed from Dorothy Marion Hunt to C.L. Greenwell, et ux, dated August 7, 1952 and recorded August 20, 1952 in [Volume 1979 of Official Records, at Page 11](#), as follows:

A right of way (not to be exclusive) as an appurtenance to a portion of Parcel One, above, for use as roadway for vehicles of all kinds; pedestrians and animals, for water, gas, oil and sewer pipe line, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines, over a portion of the Rancho Las Juntas being a strip of land 20 feet in width the South line of which is parallel with and 20 feet Southerly at right angles from the North line thereof and which North line is described as follows: Beginning on the North line of the Parcel of Land described in the Deed from John W. Cuthbertson, et ux, to Dorothy Marion Hunt, dated March 18, 1952 and recorded March 26, 1952 in [Volume 1910 of Official Records](#), at Page 311, distant thereon North 61°26'40" East, 340.75 feet from the Northwest corner thereof; thence from said point of beginning North 61°26'40" East along said North line 502.20 feet to the center line of the County Road known as Las Juntas Way.

APN'S 148-180-050, 051 & 052

PROMISSORY NOTE
(Esperanza Place HOME Loan)

\$1,605,000

Martinez, California
November 16, 2021

FOR VALUE RECEIVED, the undersigned HEBSV Esperanza Place, LLC, a California limited liability company ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Six Hundred Five Thousand Dollars (\$1,605,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of One Million Six Hundred Five Thousand Dollars (\$1,605,000) for the funds loaned to Borrower by Holder to finance the construction of the Development pursuant to the HOME Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, this Note bears no interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.7 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than April 30, 2024

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Housing & Community Improvement Division/C. Louie, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

HEBSV ESPERANZA PLACE, LLC, a California
limited liability company

By: _____
Janice Jensen, Manager

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing & Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

INTERCREDITOR AGREEMENT

(Esperanza Place)

This Intercreditor Agreement (the "Agreement") is dated November 16, 2021, and is among the City of Walnut Creek a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and HEBSV Esperanza Place, LLC, a California limited liability company ("Borrower"), with reference to the following facts:

RECITALS

A. Borrower is the owner of that certain real property located at 1250 Las Juntas Way, Walnut Creek, California, that is more particularly described in Exhibit A (the "Property").

B. Borrower intends to construct forty-two (42) condominium units on the Property in two phases of construction, for use as housing affordable to low- and moderate-income households. The first phase of construction (the "First Phase") will consist of twenty-three (23) condominium units (the "Development"). Together, the Development as well as any additional improvements constructed on the Property in the First Phase, including all landscaping, roads and parking spaces on the Property, are referred to as the "Improvements."

C. Habitat for Humanity East Bay/Silicon Valley, Inc., a California nonprofit public benefit corporation ("Habitat") and the City, are parties to a loan agreement dated December 9, 2016 as amended by a First Amendment to Loan Agreement dated July 31, 2019 (the "City Loan Agreement"), as assigned to Borrower concurrently herewith. Pursuant to the City Loan Agreement, the City loaned Habitat Five Million One Hundred Fifty Thousand Dollars (\$5,150,000) (the "City Loan"). The City Loan is evidenced by a promissory note dated December 9, 2016, as amended by that certain First Amendment to Promissory Note dated July 31, 2019, executed by Habitat in favor of the City (the "City Note"). Habitat's obligation to repay the City Loan, as evidenced by the City Note, is secured by a deed of trust on the Property dated December 9, 2016 and recorded against the Property on December 22, 2016 as instrument number 2016-279537, as amended by that certain First Amendment to Deed of

Trust dated July 31, 2019, recorded on November 13, 2019, in the in the Official Records of the County of Contra Costa as Document No. 2016-0201799 (the "City Deed of Trust").

D. Borrower and the County are parties to a loan agreement of even date herewith (the "County Loan Agreement"). Under the terms of the County Loan Agreement, the County is lending Borrower One Million Six Hundred Five Thousand Dollars (\$1,605,000) (the "County Loan") of HOME Investment Partnerships Act funds to finance the construction costs of the Improvements. The County Loan is evidenced by a promissory note of even date herewith executed by Borrower in favor of the County (the "County Note"). Borrower's obligation to repay the County Loan, as evidenced by the County Note, is secured by a deed of trust on the Property of even date herewith (the "County Deed of Trust").

E. The City and the County wish the City Deed of Trust, and the County Deed of Trust (collectively, the "Deeds of Trust") to be equal in lien priority and for the City and the County to share in any proceeds derived from a foreclosure of the County Deed of Trust, the City Deed of Trust, or both Deeds of Trust, in accordance with their respective Prorata Percentage (as defined below).

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. The following definitions apply for purposes of this Agreement:

(a) "Adjusted City Loan" means, to the extent less than the full amount of the City Loan is funded, an amount equal to the actual principal amount loaned to Borrower by the City pursuant to the City Loan Agreement. If the full amount of the City Loan is funded, the Adjusted City Loan is equal to the City Loan.

(b) "Adjusted County Loan" means, to the extent less than the full amount of the County Loan is funded, an amount equal to the actual principal amount loaned to Borrower by the County pursuant to the County Loan Agreement. If the full amount of the County Loan is funded, the Adjusted County Loan is equal to the County Loan.

(c) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(d) "City" has the meaning set forth in the first paragraph of this Agreement.

(e) "City Deed of Trust" has the meaning set forth in Paragraph C of the Recitals.

(f) "City Loan" has the meaning set forth in Paragraph C of the Recitals.

(g) "City Loan Agreement" has the meaning set forth in Paragraph C of the Recitals.

(h) "City Note" has the meaning set forth in Paragraph C of the Recitals.

(i) "City Prorata Percentage" means the result, expressed as a percentage, of the Adjusted City Loan divided by the sum of the Adjusted City Loan and the Adjusted County Loan.

(j) "County" has the meaning set forth in the first paragraph of this Agreement.

(k) "County Deed of Trust" has the meaning set forth in Paragraph E of the Recitals.

(l) "County Loan" has the meaning set forth in Paragraph E of the Recitals.

(m) "County Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(n) "County Note" has the meaning set forth in Paragraph E of the Recitals.

(o) "County Prorata Percentage" means the result, expressed as a percentage, of the Adjusted County Loan divided by the sum of the Adjusted City Loan and the Adjusted County Loan.

(p) "Deeds of Trust" has the meaning set forth in Paragraph F of the Recitals.

(q) "Enforcing Party" has the meaning set forth in Section 6 below.

(r) "Development" has the meaning set forth in Paragraph B of the Recitals.

(s) "First Phase" has the meaning set forth in Paragraph B of the Recitals.

(t) "Improvements" has the meaning set forth in Paragraph B of the Recitals.

(u) "Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action.

(v) "Parties" means the City, the County, and Borrower.

(w) "Property" has the meaning set forth in Paragraph A of the Recitals.

(x) "Prorata Percentages" means, with respect to the City, the City Prorata Percentage and with respect to the County, the County Prorata Percentage.

2. City Loan and County Loan. The City Loan was made to Borrower pursuant to the City Loan Agreement. The County Loan is being made to Borrower pursuant to the County Loan Agreement.

3. Payments to County and City.

(a) Borrower shall repay the City Loan pursuant to the terms of the City Loan Agreement and the City Note. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to impair the County's security under the County Deed of Trust, without the County's prior written approval, which the County may withhold in its sole discretion.

(b) Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Note. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note, if such amendment or waiver could reasonably be deemed to impair the City's security under the City Deed of Trust, without the City's prior written approval, which the City may withhold in its sole discretion.

4. Reports.

(a) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 12 below, or elsewhere with the County's and City's written consent, full, complete and appropriate books, record and accounts relating to the Development. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental agency are to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept.

(b) County and City Audits. The County or the City or any designated agent or employee of the County and/or the City is entitled at any time to audit all books, records, and accounts pertaining to the Development. The County and/or City shall conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City shall deliver a copy of the results of such audit to Borrower.

5. Deeds of Trust. The City Loan is secured by the City Deed of Trust. The County Loan is secured by the County Deed of Trust. Notwithstanding the fact that the City Deed of Trust is recorded prior to the County Deed of Trust, the City and the County agree that the City Deed of Trust and the County Deed of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any event of default, or any event which with the lapse of time would become an event of default, under its respective loan documents for the City Loan and the County Loan.

(b) The City and the County agree not to make a demand for payment from Borrower or accelerate the County Note or the City Note, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) In the event of a default under the City Loan and/or the County Loan, after expiration of any applicable cure periods, the Party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted by the respective Deed of Trust to the other Party. Notwithstanding any failure of the City or the County to perfect its lien on the Property or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the City and the County are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under either or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Prorata Percentage by the Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Prorata Percentage by the Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the City Loan and the County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the City Loan and the County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective Prorata Percentages. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Remedies. The City and the County hereby acknowledge that the other has no adequate remedy at law if either the City or the County violates any of the terms or provisions of this Agreement. In such event, the City and the County each have the right, in addition to any and all other rights and remedies as may be available under applicable law, to obtain in any court of competent jurisdiction injunctive relief to restrain the other from any breach or threatened

breach of this Agreement or otherwise to specifically enforce any of the terms or provisions of this Agreement.

12. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Walnut Creek
1666 North Main Street
Walnut Creek, CA 94596
Attention: Housing Program Manager

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing & Community Improvement Division/C. Louie

Borrower: HEBSV Esperanza Place, LLC
c/o Habitat for Humanity East Bay/Silicon Valley, Inc.,
2619 Broadway
Oakland, CA 94612
Attention: President and Chief Executive Officer

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

13. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

14. California Law. This Agreement is governed by the laws of the State of California.

15. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

16. Legal Actions. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the distribution of proceeds upon foreclosure of or other remedies under the Deeds of Trust, and the entire understanding and agreement of the Parties with respect to the equal lien priority of the City Deed of Trust and County Deed of Trust.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

20. Term. This Agreement will terminate and be removed as an encumbrance against individual housing units within the Property upon the occurrence of both of the following: (a) the County has executed a partial reconveyance of the County Deed of Trust with respect to such unit in accordance with the provisions of Section 2.9 of the County Loan Agreement, and (b) the City has executed a partial reconveyance of the City Deed of Trust with respect to such unit in accordance with Section 3.4(a)(ii) of the City Loan Agreement. This Agreement will terminate and be removed as an encumbrance against the entirety of the Property when both the County Deed of Trust and City Deed of Trust have been fully reconveyed.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORROWER:

HEBSV ESPERANZA PLACE, LLC, a California limited liability company

By: _____
Janice Jensen, Manager

CITY:

CITY OF WALNUT CREEK, a municipal corporation

By: _____

Name: _____

Its: _____

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____

John Kopchik, Director
Department of Conservation and Development

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary 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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Notary Public

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PARCEL ONE:

Lots 1 through 4, inclusive, as shown on the map of Subdivision 9470, filed October 18, 2021, in Map Book 549, Pages 13 through 17, inclusive, Contra Costa County Records.

PARCEL TWO:

The right of way granted in the Deed from Dorothy Marion Hunt to C.L. Greenwell, et ux, dated August 7, 1952 and recorded August 20, 1952 in Volume 1979 of Official Records, at Page 11, as follows:

A right of way (not to be exclusive) as an appurtenance to a portion of Parcel One, above, for use as roadway for vehicles of all kinds; pedestrians and animals, for water, gas, oil and sewer pipe line, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines, over a portion of the Rancho Las Juntas being a strip of land 20 feet in width the South line of which is parallel with and 20 feet Southerly at right angles from the North line thereof and which North line is described as follows: Beginning on the North line of the Parcel of Land described in the Deed from John W. Cuthbertson, et ux, to Dorothy Marion Hunt, dated March 18, 1952 and recorded March 26, 1952 in Volume 1910 of Official Records, at Page 311, distant thereon North 61°26'40" East, 340.75 feet from the Northwest corner thereof; thence from said point of beginning North 61°26'40" East along said North line 502.20 feet to the center line of the County Road known as Las Juntas Way.

APN'S 148-180-050, 051 & 052



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 16, 2021

Subject: August 2021 Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the August 2021 update of operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and the Community Services Bureau.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Elaine Burres
608-4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

CSB Aug 2021 CAO Report

CSB Aug 2021 HS Financials

CSB Aug 2021 EHS Financials

CSB Aug 2021 EHS CCP Financials

CSB Aug 2021 Credit Card Report

CSB Aug 2021 LIHEAP

CSB Aug 2021 CACFP child Nutrition
Report

CSB Aug 2021 Menu





To: Monica Nino, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: August 2021

News /Accomplishments

**Aaron Alarcon-
Bowen, MPA**
Director

- Community Services Director, Aaron Alarcon-Bowen, Division Manager, Christina Reich, and Accountant III, Michael Morris attended the Community Action Nation Convention in Boston, Massachusetts from August 31 - September 3, 2021. During the convention, best practices in response to the COVID-19 pandemic was shared as well as advocacy, management, program implementation, and capacity building.
- CSB was proud to host Congressman Mike Thompson at our Bayo Vista site on Tuesday, August 31, 2021. The Congressman received a tour of the site by Site Supervisor, LaTonya Saucer, and Division Manager, Amy Wells, and was presented with hand-made drawings from the children. The visit enabled CSB to highlight our Head Start/Early Head Start program, including community involvement, curriculum, family involvement, use of funds, and the barriers of staffing at our sites.
- The end of the year child outcomes reporting was recently finalized, which revealed that for infants/toddlers, we achieved our goals in Social-Emotional and Language and Literacy domains, and we need to strengthen achievement in the Cognitive domain. For preschoolers, we achieved our goals in Social-Emotional Development and Cognition including Math and Science domains, but need to strengthen achievement in the Language and Literacy domain. For pre-kindergarteners, we achieved our goals for all child development domains. CSB creates agency wide School Readiness at the beginning of each program year and then analyzes child assessment data (for infants/toddler, preschool, and pre-kindergarten aged children) three times throughout the program year to gauge where children's strengths, and areas for improvement are in each educational domain. The goals are achieved by providing hands-on materials in the classrooms related to the individual educational domains, using the Creative Curriculum components to fidelity, and through the conversations and engagement led by our teaching staff. This positively impacts the children (and families) as they are learning and exploring a variety of materials to increase skills at an age-appropriate level. This data shows families the areas of focus and how collective groups of children are doing.
- CSB congratulated participants who completed the six-month-long Family Credential Development program! A commencement ceremony was held virtually on August 10, 2021 honoring the graduates, and were joined by their supervisors and other managers from both Community Services Bureau (CSB) and its partner agencies to support and cheer them on! A total of 14 staff made up the 2021 cohort – 11 from CSB, one from First Baptist Head Start, and three from the YMCA. Congratulations again to our graduates.


1470 Civic Court,
Suite 200
Concord, CA
94520


P: 925 681 6300
F: 925 313 8301


www.ehdsd.org



- The Contra Costa County Local Planning Council, in which CSB partners with, hosted a screening of the movie, *No Small Matter*, on Tuesday, August 3, 2021. All CSB staff and CSB families were invited to view the film and attend a discussion forum. The film details the importance of early care and education, and illustrates that the lack of high quality care, affordable childcare has become a nationwide crisis. *No Small Matter* is designed to kick-start the public conversation about early care and education. The film reiterates how needed Head Start and Early Head Start programs are in the County!
- The Annual Report has been approved by the Director and has gone to the printer. This report is a requirement of the Head Start Performance Standards and features all of the great work we have done.
- Health and safety continue to be a priority in CSB classrooms. Each preschool classroom recently received three booklets, *We Can Be Problem Solvers at Home*, *I can Be Safe and Healthy by Washing My Hands*, and *Wearing Masks*, to be read and integrated into the daily curriculum. Families will receive the booklets too.

I. Status Updates:

a. Caseloads, workload (all programs)

- o Head Start enrollment: 45.06%
- o Early Head Start enrollment: 80.71%
- o Early Head Start Child Care Partnership enrollment: 61.83%
- o Head Start Average Daily attendance: 73.43%
- o Early Head Start Average Daily attendance: 69.83%
- o Early Head Start Child Care Partnership attendance: 73.06%
- o Stage 2: 335 children
- o CAPP: 491 children
 - In total: 826 children
 - Incoming transfers from Stage 1: 6 children
- o LIHEAP: 217 households have been assisted
- o CARES LIHEAP: 0 households served
- o Weatherization: 11 households served

b. Staffing:

- o During the month of August, CSB hired a Site Supervisor II, Site Supervisor I, Teacher and Teacher Assistant Trainee. The Bureau also processed promotions for a Comprehensive Services Manager, Comprehensive Services Assistant Manager, Infant/Toddler Teacher and Associate Teacher - Substitute. For all other vacancies, the Bureau is working through the established process to fill vacancies permanently or by TU with support from EHSD Personnel and HR.

cc: Policy Council Chair, Jasmine Cisneros
 Administration for Children and Families
 Program Specialist, Chris Pflaumer

c. Union:

- There are no Union updates to report.

II. Emerging Issues and Hot Topics:

- There are no emerging issues and hot topics to report.

cc: Policy Council Chair, Jasmine Cisneros
Administration for Children and Families
Program Specialist, Chris Pflaumer

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF JULY 2021

DESCRIPTION	JULY YTD Actual	Total Budget	Remaining Budget	58% %YTD
a. PERSONNEL	\$ 2,298,134	\$ 4,236,938	\$ 1,938,805	54%
b. FRINGE BENEFITS	1,525,181	2,898,950	1,373,770	53%
c. TRAVEL	-	22,060	22,060	0%
d. EQUIPMENT	12,552	30,000	17,448	0%
e. SUPPLIES	144,188	213,000	68,812	68%
f. CONTRACTUAL	2,104,892	4,069,324	1,964,432	52%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	730,028	5,545,028	4,815,000	13%
I. TOTAL DIRECT CHARGES	\$ 6,814,974	\$ 17,015,300	\$ 10,200,326	40%
j. INDIRECT COSTS	233,852	805,197	571,345	29%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 7,048,827	\$ 17,820,497	\$ 10,771,670	40%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,762,207</i>	<i>\$ 4,455,124</i>	<i>\$ 2,692,918</i>	<i>40%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF JULY 2021

1	2	3	4	5	6
	Actual Jul-21	Total YTD Actual	Total Budget	Remaining Budget	58% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	305,264	2,194,327	3,974,656	1,780,329	55%
Temporary 1013	13,362	103,806	262,282	158,476	40%
a. PERSONNEL (Object class 6a)	318,626	2,298,134	4,236,938	1,938,805	54%
b. FRINGE BENEFITS (Object Class 6b)					
Fringe Benefits	185,144	1,525,181	2,898,950	1,373,770	53%
b. FRINGE (Object Class 6b)	185,144	1,525,181	2,898,950	1,373,770	53%
c. Travel (Object Class 6c)					
HS Staff	-	-	22,060	22,060	-
c. TRAVEL (Object Class 6c)	-	-	22,060	22,060	-
d. EQUIPMENT (Object Class 6d)					
2. Classroom/Outdoor/Home-based/FCC	-	-	15,000	15,000	-
4. Other Equipment	-	12,552	15,000	2,448	12,552
d. EQUIPMENT (Object Class 6d)	-	12,552	30,000	17,448	12,552
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	11,603	44,233	55,000	10,767	80%
2. Child and Family Services Supplies (Includesclassroom Supplies)	-	53,021	80,000	26,979	66%
4. Other Supplies					
Health and Safety Supplies	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacement	-	45,880	60,000	14,120	76%
Health/Safety Supplies	-	893	2,500	1,607	36%
Mental helath/Diasabilities Supplies	-	-	500	500	-
Miscellaneous Supplies	-	3	9,500	9,497	0%
Emergency Supplies	-	-	500	500	0%
Employee Morale	-	158	3,000	2,842	5%
Household Supplies	-	-	1,000	1,000	0%
TOTAL SUPPLIES (6e)	11,603	144,188	213,000	68,812	68%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	19,103	115,000	95,897	17%
2. Health/Disabilities Services					
Health Consultant	2,560	33,640	53,000	19,360	63%
5. Training & Technical Assistance - PA11					
One Solution	-	15,418	15,000	(418)	103%
Diane Godard	-	8,612	8,500	(112)	101%
Josephine Lee	-	3,996	4,600	604	87%
St John Maria/Nalo Ayannakai/Tandem/McClendon	-	15,746	16,500	754	95%
7. Delegate Agency Costs					
First Baptist Church Head Start PA22	-	1,156,640	2,313,753	1,157,113	50%
First Baptist Church Head Start PA20	-	-	8,000	8,000	0%
8. Other Contracts					
First Baptist/Fairgrounds Wrap (20 slots x 243days x \$15.27)	-	141,046	440,161	299,115	32%
First Baptist/Fairgrounds Enhance (68 slots x 12 x \$225)	-	64,529	137,818	73,289	47%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-
Martinez ECC (40 slots x 12 mos. x \$225)	-	84,540	160,472	75,932	53%
Tiny Toes	-	44,999	87,412	42,413	51%
YMCA of the East Bay	-	516,624	709,108	192,484	73%
f. CONTRACTUAL (Object Class 6f)	2,560	2,104,892	4,069,324	1,964,432	52%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	16,985	160,013	535,000	374,987	30%
(Rents & Leases/Other Income)	-	8,369	-	(8,369)	-
4. Utilities, Telephone	8,119	111,009	218,000	106,991	51%
5. Building and Child Liability Insurance	-	2,312	4,100	1,789	56%
6. Bldg. Maintenance/Repair and Other Occupancy	57,274	132,824	267,000	134,176	50%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	304	1,099	25,875	24,776	4%
9. Nutrition Services					
Child Nutrition Costs	-	91,336	280,000	188,664	33%
(CCFP & USDA Reimbursements)	(260)	(20,771)	(107,000)	(86,229)	19%
13. Parent Services					
Parent Conference Registration - PA11	-	-	3,000	3,000	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	500	500	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	5,000	5,000	0%
Policy Council Activities	-	-	2,000	2,000	0%
Male Involvement Activities	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	10,300	10,300	0%
Child Care/Mileage Reimbursement	-	275	5,500	5,225	5%
14. Accounting & Legal Services					
Auditor Controllers	-	2,277	3,100	823	73%
Data Processing/Other Services & Supplies	-	11,499	16,500	5,001	70%
15. Publications/Advertising/Printing					
Outreach/Printing	-	-	1,500	1,500	0%
Recruitment Advertising (Newspaper, Brochures)	-	5,833	6,000	167	97%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	-	8,102	8,000	(102)	101%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	9,210	80,000	106,184	26,184	75%
17. Other					
Site Security Guards	-	1,653	6,000	4,347	28%
Dental/Medical Services	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	-	55,703	103,600	47,897	54%
Equipment Maintenance Repair & Rental	352	34,025	63,500	29,475	54%
Dept. of Health and Human Services-data Base (CORD)	-	5,000	10,000	5,000	50%
Other Operating Expenses (Facs Admin/Other admin)	-	39,471	780,169	740,698	5%
Other Departmental Expenses	-	-	3,189,700	3,189,700	0%
h. OTHER (6h)	91,984	730,028	5,545,028	4,815,000	13%
I. TOTAL DIRECT CHARGES (6a-6h)	609,917	6,814,974	17,015,300	10,200,326	40%
j. INDIRECT COSTS	-	233,852	805,197	571,345	29%
k. TOTALS (ALL BUDGET CATEGORIES)	609,917	7,048,827	17,820,497	10,771,670	40%
Non-Federal Share (In-kind)	152,479	1,762,207	4,455,124	2,692,918	40%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF JULY 2021

DESCRIPTION	JULY YTD Actual	Total Budget	Remaining Budget	58% %YTD
a. PERSONNEL	\$ 333,842	\$ 496,100	\$ 162,258	67%
b. FRINGE BENEFITS	217,857	307,515	89,658	71%
c. TRAVEL	-	2,000	2,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	26,477	17,389	(9,088)	152%
f. CONTRACTUAL	901,604	1,891,976	990,372	48%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	363,754	1,114,151	750,397	33%
I. TOTAL DIRECT CHARGES	\$ 1,843,535	\$ 3,829,131	\$ 1,985,596	48%
j. INDIRECT COSTS	28,418	94,292	65,874	30%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,871,953	\$ 3,923,423	\$ 2,051,470	48%
<i>In-Kind (Non-Federal Share)</i>	\$ 467,988	\$ 980,856	\$ 512,868	48%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF JULY 2021

1	2	3	4	5	6
	Actual Jul-21	Total YTD Actual	Total Budget	Remaining Budget	58% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	46,749	323,302	463,071	139,769	70%
Temporary 1013	3,168	10,540	33,011	22,471	32%
a. PERSONNEL (Object class 6a)	49,916	333,842	496,100	162,258	67%
b. FRINGE (Object Class 6b)	27,664	217,857	307,515	89,658	71%
c. Travel (Object Class 6c)					
1. Out-of-Town Travel	-	-	2,000	2,000	-
c. TRAVEL (Object Class 6c)	-	-	2,000	2,000	-
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	910	14,029	6,000	(8,029)	234%
2. Child and Family Services Supplies (Includes classroom Supplies	-	11,495	7,000	(4,495)	164%
4. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacemen	-	313	3,500	3,188	9%
Household Supplies	-	641	600	(41)	107%
Employee Health and Welfare costs (formerly Employee morale)	-	-	-	-	
TOTAL SUPPLIES (6e)	910	26,477	17,389	(9,088)	152%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	25,000	25,000	0%
2. Health/Disabilities Services					
Health Consultant	640	8,410	12,000	3,590	70%
5. Training & Technical Assistance - PA11					
Leadership Trainings/Seminars/Worshops	-	1,894	2,800	906	68%
Demogtaphic/Data Research	-	4,318	4,500	182	96%
Practice Based Coaching/Classroom Observation	-	3,200	3,000	(200)	107%
Family Development Credential/Reflective Practice	-	13,120	12,600	(520)	104%
8. Other Contracts					
First Baptist/Fairgrounds and Lone Tree	-	57,680	118,560	60,880	49%
First Baptist/East Leland and Kids Castle	-	95,790	187,200	91,410	51%
Aspiranet	-	414,060	948,860	534,800	44%
Crossroads	-	100,940	193,040	92,100	52%
KinderCare	-	32,960	119,840	86,880	28%
Martinez ECC	-	54,440	99,840	45,400	55%
YMCA of the East Bay	-	114,792	164,736	49,944	70%
f. CONTRACTUAL (Object Class 6f)	640	901,604	1,891,976	990,372	48%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	-	2,045	35,000	32,955	6%
4. Utilities, Telephone	-	891	5,000	4,109	18%
5. Building and Child Liability Insurance	-	-	500	500	0%
6. Bldg. Maintenance/Repair and Other Occupancy	-	498	5,500	5,002	9%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	-	-	8,000	8,000	0%
13. Parent Services					
Parent Conference Registration - PA11	-	-	3,000	3,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	4,000	4,000	0%
Policy Council Activities	-	-	1,000	1,000	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	2,000	2,000	0%
Child Care/Mileage Reimbursement	-	34	800	766	4%
14. Accounting & Legal Services					
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	3,799	6,000	2,201	63%
Recruitment Advertising (Newspaper, Brochures)	-	1,458	2,200	742	66%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC,	-	591	1,000	409	59%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	-	543	50,044	49,501	1%
17. Other					
Site Security Guards	-	55	1,000	945	5%
Vehicle Operating/Maintenance & Repair	-	1,324	12,000	10,676	11%
Equipment Maintenance Repair & Rental	-	300	2,500	2,200	12%
Dept. of Health and Human Services-data Base (CORD)	-	-	1,000	1,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	(565)	123,107	123,672	0%
Other Departmental Expenses	-	352,782	850,000	497,218	42%
h. OTHER (6h)	-	363,754	1,114,151	750,397	33%
i. TOTAL DIRECT CHARGES (6a-6h)	79,130	1,843,535	3,829,131	1,985,596	48%
j. INDIRECT COSTS	-	28,418	94,292	65,874	30%
k. TOTALS (ALL BUDGET CATEGORIES)	79,130	1,871,953	3,923,423	2,051,470	48%
Non-Federal Share (In-kind)	19,783	467,988	980,856	512,868	48%

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU
EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM
BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021
AS OF JULY 2021

DESCRIPTION	JULY YTD Actual	Original Budget Sep 20-Aug 21	Remaining Budget Jun-Aug 21	92% Budget % YTD
a. PERSONNEL	957,218	1,044,684	87,466	92%
b. FRINGE BENEFITS	602,376	676,672	74,296	89%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	154,133	27,000	(127,133)	571%
f. CONTRACTUAL	1,147,064	1,181,455	34,391	97%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,773,623	1,918,123	144,500	92%
I. TOTAL DIRECT CHARGES	4,634,414	4,854,934	220,520	95%
j. INDIRECT COSTS	206,676	175,440	(31,236)	118%
k. TOTAL-ALL BUDGET CATEGORIES	4,841,090	5,030,374	189,284	96%

Note: Administration for Children and Families (ACF)

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU
EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM
BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021
AS OF JULY 2021

1	2	3	4	5	6		
Actual June 21 ACCRUALS	Org. #1461 Expenses from Dec20 thru June 21	Actual July 21	Total YTD Actual	Total Budget	Remaining Budget	92% YTD Percentage	
Expenditures							
a. PERSONNEL (Object Class 6a)							
Permanent	72,741.53	60,113.06	951,108	917,589	(33,519)	104%	
Temporary	-	195.70	6,110	127,095	120,985	5%	
TOTAL PERSONNEL (Object Class 6a)	72,741.53	60,308.76	957,218	1,044,684	87,466	92%	
b. FRINGE BENEFITS (Object Class 6b)							
Fringe Benefits	45,583.81	36,763.81	602,376	676,672	74,296	89%	
TOTAL FRINGE BENEFITS (Object Class 6b)	45,583.81	36,763.81	602,376	676,672	74,296	89%	
c. TRAVEL (Object Class 6c)							
1. Staff Out-Of-Town Travel (Training and Technical Assistance)	-	-	-	7,000	7,000	0%	
TOTAL TRAVEL (Object Class 6c)	-	-	-	7,000	7,000	0%	
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	-	2,579.57	6,518	4,500	(2,018)	145%	
2. Child and Family Services Supplies	-	-	70,508	18,000	(52,508)	392%	
3. Other Supplies	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Replacements, etc.	73,859.80	-	73,860	500	(73,360)	14772%	
Miscellaneous Supplies	-	-	613	1,000	387	61%	
Household Supplies	-	-	2,633	3,000	367	88%	
TOTAL SUPPLIES (Object Class 6e)	73,859.80	2,579.57	154,133	27,000	(127,133)	571%	
f. CONTRACTUAL (Object Class 6f)							
1. Adm Svcs (e.g., Legal, Accounting, Temp Help)	-	-	2,193	3,000	807	73%	
2. Training and Technical Assistance	-	-	-	-	-	-	
Tandem (Training and Technical Assistance)	-	-	21,021	21,000	(21)	100%	
Josephine Lee (Training and Technical Assistance)	-	-	7,288	19,400	12,113	38%	
Crystal McClelland [Consultation Services] (Training and Technical Assistance)	-	-	-	8,000	8,000	0%	
Susan Rogers FDC Classes] (Training and Technical Assistance)	-	-	5,114	8,000	2,886	64%	
Ayannakai Inao [Reflective Supervision Workshops] (Training and Technical Assistance)	-	-	24,431	8,000	(16,431)	305%	
Wanda St. John [Reflective Supervision Consultation] (Training and Technical Assistance)	450.00	-	8,696	8,000	(696)	109%	
Robert Fullman [Leadership Workshops] (Training and Technical Assistance)	-	-	-	8,000	8,000	0%	
3. Other Contracts	-	-	-	-	-	-	
Childcare Services: Aspiranet [15 slots @ \$515 for 12 months]	-	-	84,975	92,718	7,743	92%	
Childcare Services: COCOKids [52 slots @ \$515 for 12 months]	-	128,373.51	-	398,749	(77,327)	124%	
Childcare Services: COCOKids [Loss of Subsidy]	-	-	8,813	3,000	(5,813)	294%	
Childcare Services: COCOKids [Diapers, Formula, Wipes, etc.]	-	-	24,533	18,260	(6,273)	134%	
Childcare Services: COCOKids [Emergency Health/Safety Repairs]	-	-	-	10,000	10,000	0%	
Childcare Services: COCOKids [Professional Development] (Training)	-	-	-	10,000	10,000	0%	
Childcare Services: First Baptist Church [24 slots @ \$515 for 12 months]	-	-	75,190	148,349	73,159	51%	
Childcare Services: KinderCare [32 slots @ \$515 for 12 months]	-	-	156,045	197,798	41,753	79%	
Childcare Services: TinyToes Preschool [8 slots @ \$515 for 12 months]	15,117.53	-	61,983	49,450	(12,533)	125%	
Childcare Services: YMCA [32 slots @ \$630 for 12 months]	122,153.84	-	268,035	242,058	(25,977)	111%	
One Solution Technology [Software License, Data Mgmt, Hosting Svcs]	-	-	-	5,000	5,000	0%	
TOTAL CONTRACTUAL (Object Class 6f)	137,721.37	128,373.51	1,147,064	1,181,455	34,391	97%	
h. OTHER (Object Class 6h)							
1. Rent	1,151.48	5,095.31	15,795	12,860	(2,935)	123%	
2. Utilities/Telephone	206.38	-	7,429	7,600	171	98%	
3. Building Maintenance/Repair and Other Occupancy	-	114,181.67	254,787	182,912	(71,875)	139%	
4. Local Travel (57.5 cents per mile effective 1/1/2020)	-	96.32	647	2,000	1,353	32%	
5. Parent Services	-	-	-	-	-	-	
Parent Activities, Policy Council, and Appreciation (Sites, PC, BOS)	-	-	-	1,000	1,000	0%	
6. Accounting and Legal Services	-	-	-	-	-	-	
Auditor Controllers	-	-	-	500	500	0%	
Data Processing	-	-	2,027	3,700	1,673	55%	
7. Training or Staff Development	-	-	-	-	-	-	
Agency Memberships (WIPLI, Meeting Fees, NHSA, NAEYC, etc.) (-	-	2,427	2,500	73	97%	
Staff Trainings/Dev. Conf. Registrations/Memberships - PA 11 (Train	-	-	(105)	11,361	11,466	-1%	
8. Other	-	-	-	-	-	-	
Collaboration with Child Development Program	-	-	1,380,991	1,573,690	192,699	88%	
Vehicle Operating/Maintenance & Repair	-	-	47,639	8,700	(38,939)	548%	
Equipment Maintenance Repair and Rental	-	-	33,010	36,300	3,290	91%	
Other Operating Expenses (CSD Admin, Fac Mgmt Allocation)	5,912.25	-	28,976	75,000	46,024	39%	
TOTAL OTHER (Object Class 6h)	7,270.11	119,373.30	1,773,623	1,918,123	144,500	92%	
I. TOTAL DIRECT CHARGES (Sum of Line 6a-6h)	137,721	327,829	219,025	4,634,414	4,854,934	220,520	95%
j. INDIRECT COSTS (19% of Salaries only)	-	5,136.09	-	206,676	175,440	(31,236)	118%
k. TOTAL FEDERAL (ALL BUDGET CATEGORIES)	137,721.37	332,964.85	219,025.44	4,841,090	5,030,374	189,284	96%

Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
July 2021**

Stat. Date	Amount	Program	Purpose/Description
07/22/21	2.66	Indirect Admin Costs	Office Exp
07/22/21	1,805.90	HS Parent Services	Office Exp
07/22/21	9.87	HS Basic Grant	Office Exp
07/22/21	1,522.12	EHS-Child Care Partnership #2	Office Exp
07/22/21	125.77	EHS-Child Care Partnership #2	Office Exp
	3,466.32		
07/22/21	137.43	EHS-Child Care Partnership #2	Books, Periodicals
07/22/21	330.00	Child Dev Misc Grants: QRIS	Books, Periodicals
	467.43		
07/22/21	10.96	HS Basic Grant	Minor Furniture/Equipment
07/22/21	4,416.50	EHS-Child Care Partnership #2	Minor Furniture/Equipment
07/22/21	87.78	EHS-Child Care Partnership #2	Minor Furniture/Equipment
	4,515.24		
07/22/21	1,676.92	Comm. Svc Block Grant	Training & Registration
07/22/21	675.00	Comm. Svc Block Grant	Training & Registration
07/22/21	1,799.00	HS Basic Grant	Training & Registration
07/22/21	275.00	HS Basic Grant	Training & Registration
07/22/21	3,598.00	HS Basic Grant	Training & Registration
07/22/21	981.40	Head Start T & TA	Training & Registration
07/22/21	675.00	Head Start T & TA	Training & Registration
	9,680.32		
07/22/21	2,047.50	EHS-Child Care Partnership #2	Educational Supplies
07/22/21	3,685.50	EHS-Child Care Partnership #2	Educational Supplies
07/22/21	248.34	EHS-Child Care Partnership #2	Educational Supplies
	5,981.34		
Total	24,110.65		

CAO Monthly Report
Low-Income Home Energy Assistance
Community Services Block Grant
Year-to-Date Expenditures
As of July 30, 2021

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
1) CONTRACT NO. 20B-2005 / Term: Oct. 1, 2019 through Dec. 31, 2021				
2020 LIHEAP WX	1,280,226	(1,280,097)	129	100%
2020 EHA-16	1,132,577	(913,975)	218,602	81%
2020 UTILITY ASSISTANCE (UA)	2,466,877	(2,469,656)	-2,779	100%
TOTAL 2020 LIHEAP CONTRACT	4,879,680	(4,663,728)	215,952	96%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
2) CONTRACT NO. 20U-2554 / Term: Jul. 1, 2020 - Sept. 30, 2021				
2020 CARES EHA-16	387,634	(201,360)	186,274	52%
2020 CARES UTILITY ASSISTANCE (UA)	727,903	(727,903)	0	100%
TOTAL 2020 LIHEAP CARES ACT CONTRACT	1,115,537	(929,263)	186,274	83%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
3) CONTRACT NO. 21F-4007 / Term: Jan. 1, 2021 - May 31, 2022				
2021 CSBG CAA	876,852	(200,393)	676,459	23%
TOTAL 2021 CSBG CONTRACT	876,852	(200,393)	676,459	23%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
4) CONTRACT NO. 21B-5005 / Term: November 1, 2020 - June 30, 2022				
2021 EHA-16	1,028,290	(315,946)	712,344	31%
*2021 LIHEAP WX	1,162,508	(615,632)	546,876	53%
2021 LIHEAP UTILITY ASSISTANCE (UA)	1,690,590	(1,462,720)	227,870	87%
TOTAL 2021 LIHEAP CONTRACT	3,881,388	(2,394,298)	1,487,090	62%

*CSB received an amendment and budget will be adjusted once amendment is executed

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
5) CONTRACT NO. 20F-3007 / Term: Jan. 1, 2020 - May 31, 2021				
2020 CSBG CAA	876,852	(876,852)	0	100%
2020 CSBG DISCRETIONARY	32,000	(32,000)	0	100%
TOTAL 2020 CSBG CONTRACT	908,852	(908,852)	0	100%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
6) CONTRACT NO. 20F-3646 / Term: Mar. 27, 2020 - May 31, 2022				
2020 CSBG CARES CAA	1,189,181	(113,554)	1,075,627	10%
2020 CSBG CARES CAA DISCRETIONARY	40,370	0	0	0%
TOTAL 2020 CSBG CARES CONTRACT	1,189,181	(113,554)	1,075,627	10%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
CHILD NUTRITION FOOD SERVICES
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
FY 2021-2022

Month covered	2021 July
Approved sites operated this month	13
Number of days meals served this month	21
Average daily participation	197
Child Care Center Meals Served:	
Breakfast	3,310
Lunch	4,132
Supplements	2,893
Total Number of Meals Served	10,335
Claim Reimbursement Total	\$25,737

August 2021 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>2</p> <p>BREAKFAST 1 ea. Fresh Orange ¾ c. + Rice Chex Cereal</p> <p>LUNCH ½ c. * TOFU VEGGIE PICADILLO (onion, carrot, celery, diced tomato, tofu) 1 ea. Fresh Apple ¼ c. + Brown Rice</p> <p>PM SNACK ½ c. + Lets Go Fishing Trail Mix ½ c. 1% Milk</p>	<p>3</p> <p>BREAKFAST 1 ea. Fresh Banana ½ ea. + Bagel/Cream Cheese</p> <p>LUNCH ½ ea. + TURKEY SANDWICH (eggless mayo & mustard dressing) ¼ c. Green Leaf Lettuce, ½ c. Tomato slices 1 ea. Fresh Kiwi</p> <p>PM SNACK ½ c. Fresh Strawberries 1 pkg. Graham Crackers</p>	<p>4</p> <p>BREAKFAST ½ c. Mango Chunks ¼ c. + Creamy Rice & Raisin Pudding (brown rice, milk, cinnamon, vanilla)</p> <p>LUNCH ¾ c. + GROUND BEEF SPAGHETTI ¼ c. Roasted Cauliflower ¼ c. Pineapple Chunks</p> <p>PM SNACK ½ c. Friends Trail Mix (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) ½ c. 1% Milk</p>	<p>5</p> <p>BREAKFAST 1 ea. Fresh Banana 1 ea. Hard Boiled Egg ¼ c. Cinnamon Oatmeal</p> <p>LUNCH ½ c. VEGGIE CASSEROLE (homemade marinara, cranberry beans, yellow squash, sliced yams, onion, mozzarella) ½ c. Spinach Salad/Ranch Dressing 1 ea. Fresh Tangerine Satsuma 1 ea. + Dinner Roll</p> <p>PM SNACK 1 pkg. + Goldfish Pretzel Crackers 1 ea. Fresh Kiwi</p>	<p>6</p> <p>BREAKFAST ½ c. Fresh Strawberries ¾ c. + Home Made Granola</p> <p>LUNCH 1.5 ozs. HERB ROASTED TURKEY BREAST ¼ c. Roasted Garlic Eggplant ½ ea. Fresh Pear ¼ c. + Spanish Rice</p> <p>PM SNACK 1 pkg. + Cheese Crackers ½ c. 1% Milk</p>
<p>9</p> <p>BREAKFAST ½ c. Pineapple Chunks ½ c. + Cheerios</p> <p>LUNCH ½ ea. + SUNBUTTER SANDWICH 1 ea. Cheese Stick ¼ c. Roasted Yam Sticks ¼ c. Fresh Strawberries</p> <p>PM SNACK 2 pkgs. + Wheatworth Crackers/Hummus ½ c. 1% Milk</p>	<p>10</p> <p>BREAKFAST 1 ea. Fresh Fuji Apple ½ c. + Bran Cereal</p> <p>LUNCH 1 ¼ c. * JAMBALAYA (+ rice, veggie stock, turkey apple sausage, onion, green bellpepper, garlic, celery) ½ ea. Fresh Orange</p> <p>PM SNACK 1 pkg. Graham Crackers ½ c. 1% Milk</p>	<p>11</p> <p>BREAKFAST 1 ea. Fresh Banana ¾ c. + Kix Cereal</p> <p>LUNCH ½ c. NIGERIAN BEEF STEW (tomato, bell pepper, rosemary, paprika, curry, beef bouillon) ¼ c. Roasted Broccoli ¼ c. Fresh Papaya ¼ c. + Brown Rice</p> <p>PM SNACK Early Closure</p>	<p>12</p> <p>BREAKFAST 1 ea. Fresh Orange ½ ea. + English Muffin/Cream Cheese & Strawberries</p> <p>LUNCH ¾ c. BROCCOLI & CHEDDAR SOUP (broccoli, cheddar, light cream, salt, pepper) 1 sl. Fresh Cantaloupe ¼ c. Spanish Quinoa</p> <p>PM SNACK - Fruit Sunbutter Pita 1 tbsp. Sunbutter & ½ ea. Fresh Banana ½ ea. + Pita Bread</p>	<p>13</p> <p>BREAKFAST ½ c. Mango Chunks 1 sq. + A - Z Bread</p> <p>LUNCH 1 ea. ROASTED CHICKEN LEG ¼ c. Roasted Cauliflower & Onion ½ ea. Fresh Apple 1 ea. + Flour Tortilla</p> <p>PM SNACK ¾ c. Cottage Cheese ½ c. Pineapple Tidbits</p>
<p>16</p> <p>BREAKFAST 1 ea. Fresh Orange ½ c. + Bran Cereal</p> <p>LUNCH 2 ozs. ROASTED TOFU IN PARMESAN SAUCE (tofu, milk, onion, parsley, thyme, nutmeg, parmesan) ¼ c. Roasted Broccoli ¼ c. Fresh Papaya 1 ea. + Dinner Roll</p> <p>PM SNACK 1 ea. Hard Boiled Egg 1 ea. Fresh Kiwi</p>	<p>17</p> <p>BREAKFAST 1 ea. Fresh Banana ½ c. + Cornflakes</p> <p>LUNCH BUILD YOUR OWN TACO SALAD 1 ½ ozs. Ground Turkey ½ oz. Shredded Cheese ¼ c. Shredded Lettuce ½ c. Diced Tomatoes ½ ea. Fresh Satsuma Orange 5 ea. + Corn Tortilla Chips</p> <p>PM SNACK 1 ea. Fresh Pear 1 tbsp. Sunbutter</p>	<p>18</p> <p>BREAKFAST 1 ea. Fresh Smitten Apple ½ sl. + Cinnamon Toast</p> <p>LUNCH 1 c. + CHICKEN ALFREDO PASTA ¼ c. Roasted Butternut squash ½ ea. Fresh Red Pear</p> <p>PM SNACK 6 ea. + Wheat Thins ½ c. Cottage Cheese Green Onion Dip (cottage cheese, onion powder, garlic powder, green onion, dehydrated dill)</p>	<p>19</p> <p>BREAKFAST 1 ea. Fresh Pear ¼ c. + Cinnamon Oatmeal</p> <p>LUNCH * VEGGIE WRAP ½ c. Leafy Greens & Shredded Carrots ½ oz. Shredded Cheese 1 ea. Hard Boiled Egg 1 ea. Fresh Tangerine 1 ea. + Flour Tortilla</p> <p>PM SNACK 2 pkgs. + Wheatworth Crackers/Hummus ½ c. 1% Milk</p>	<p>20</p> <p>BREAKFAST 1 ea. Fresh Apple ¾ c. + Corn Chex Cereal</p> <p>LUNCH 1 ea. BYO CHEESE & BEAN QUESADILLA 2 lbsps. Light Sour Cream ¼ c. Pico De Gallo ¼ c. Roasted Purple Cauliflower 1 ea. Fresh Kiwi 1 ea. + Flour Tortilla</p> <p>PM SNACK 1 pkg. Animal Crackers ½ c. 1% Milk</p>
<p>23</p> <p>BREAKFAST 1 ea. Fresh Pear ½ c. + Bran Cereal</p> <p>LUNCH * RED BEANS & RICE (red beans, onions, bell pepper, diced tomatoes & rice) ¼ c. Cucumber Sticks/Ranch Dressing 1 ea. Fresh Tangerine</p> <p>PM SNACK 2 pkgs. + Wheatworth Crackers/Hummus ½ c. 1% Milk</p>	<p>24</p> <p>BREAKFAST 1 ea. Fresh Orange ¼ c. Cinnamon Oatmeal</p> <p>LUNCH 1 ea. SALMON BURGER (eggless mayo, bread crumbs, lemon zest, dill, salmon) ¼ c. Mexicali Corn ¼ c. Fresh Apple Slices ½ ea. + Hamburger Bun</p> <p>PM SNACK ½ c. Banana Pudding (banana, yogurt, vanilla) 1 pkg. Graham Crackers</p>	<p>25</p> <p>BREAKFAST 1 ea. Egg Squares (egg, cheese, onion) 1 ea. Fresh Kiwi</p> <p>LUNCH ½ c. RED POZOLE SOUP (diced chicken, tomato paste, hominy) ¼ c. Shredded Cabbage & Cilantro ¼ c. Mango Chunks 5 ea. + Corn Tortilla Chips</p> <p>PM SNACK Early Closure</p>	<p>26</p> <p>BREAKFAST 1 ea. Fresh Orange ½ sl. + Whole Wheat Cinnamon Bread</p> <p>LUNCH ¾ c. + MAC & CHEESE ¼ c. Herb Roasted Broccoli ½ ea. Fresh Pear</p> <p>PM SNACK ½ c. Diced Peaches ¼ c. Vanilla Cottage Cheese (cottage cheese, vanilla)</p>	<p>27</p> <p>BREAKFAST 1 ea. Fresh Banana ½ c. + Cheerios</p> <p>LUNCH ½ c. * CHINESE CHICKEN SALAD (diced chicken, napa cabbage, red cabbage, carrots, scallions, chow mein noodles) 1 ea. Fresh Tangerine 1 ea. + Wheat Roll</p> <p>PM SNACK 1 ea. Fresh Apple 2 tbsp. Sunbutter</p>
<p>30</p> <p>BREAKFAST 1 ea. Fresh Banana ½ c. + Cheerios</p> <p>LUNCH ½ c. EGG SALAD (egg, relish, red onion, eggless mayo, apple cider vinegar, celery) ¼ c. Zucchini Sticks 1 ea. Fresh Tangerine 1 ea. + Wheat Roll</p> <p>PM SNACK 1 ea. Fresh Apple ¼ c. Strawberry Cottage Cheese</p>	<p>31</p> <p>BREAKFAST 1 ea. Fresh Kiwi ¾ c. + Kix Cereal</p> <p>LUNCH ½ c. CHEESE BURGER PASTA (pasta, onion, tomato, beef, cheddar cheese) ¼ c. Roasted Broccoli ½ ea. Fresh Pink Lady Apple 1 ea. + Brown Rice</p> <p>PM SNACK ½ c. Cucumber & Carrot Sticks/Ranch Dressing ½ c. 1% Milk</p>	<p>ALL BREAKFAST & LUNCH SERVED WITH 1% MILK</p> <p>*Indicates vegetable included in main dish</p> <p>+ Indicates Whole Grain Rich</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>		





**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 16, 2021

Subject: Conveyance of a Grant of Waterline Easement to the City of Martinez in connection with the New Operations Command Center Project.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the conveyance of a Grant of Waterline Easement over a portion of County-owned property having Assessor's Parcel Number 155-280-011, from Contra Costa County (County) to the City of Martinez (City), in connection with the construction of the New Operations Command Center Project (Project), as recommended by the Public Works Director, and pursuant to Government Code Section 25526.6. (Project No.: WH140D)

DETERMINE that the conveyance of said easement is in the public interest and will not substantially conflict or interfere with the County's use of the property.

AUTHORIZE the Chair, Board of Supervisors, to execute the Grant of Waterline Easement to the City on behalf of the County.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Grant of Waterline Easement to the City for acceptance and recording in the office of the County-Clerk Recorder.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Jewel Lopez, 925.
957-2485

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Wiley Osborn, PW Information Technology, Ed Turner, Flood Control Division

FISCAL IMPACT:

100% General Fund. The costs of granting this easement are included in the overall cost of construction.

BACKGROUND:

The County owns property known as Assessor's Parcel Number 155-280-011, also identified as 1850 Muir Road/202 Glacier Drive in Martinez (Property). On October 17, 2017, this Board approved the Project and the construction contract was awarded to Hensel Phelps Construction Company in March 2018.

On November 3, 2020, construction of the Project was completed.

As part of constructing the Project, it was necessary for the City to install a waterline and backflow devices in order to bring water service to the Property. County will need to convey a permanent waterline easement to the City over the area where their facilities were installed and for future access and maintenance purposes.

CONSEQUENCE OF NEGATIVE ACTION:

The City would not have the necessary land rights over the area where their facilities are located and the City would not be able to access and maintain those facilities in the future.

ATTACHMENTS

Grant of Waterline Easement

Recorded at the request of and
after recording return to:
City of Martinez
City Clerk
525 Henrietta Street
Martinez, CA 94553

Mail Tax Statements to:
Contra Costa County
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX
PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.**

Portion of A.P.N.: 155-280-011

GRANT OF WATER LINE EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California, (hereinafter "COUNTY"), hereby grants to the CITY OF MARTINEZ, a municipal corporation of the State of California (hereinafter "GRANTEE"), a non-exclusive, perpetual surface and subsurface easement and right of way ("Easement") for installing, constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating and using Grantee's existing, approximately 8-inch diameter and 4-inch diameter water transmission pipelines, backflow preventer devices, meters, meter boxes, and related appurtenances ("Facilities") along with access for ingress and egress thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, commonly known at 1850 Muir Road/202 Glacier Drive, and as further described as follows:

FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"

The area of the parcel of land in and on which the Easement is located shall be referred to herein as the "Easement Area" and is so designated and labeled as such on Exhibits "A" and "B."

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY** The Easement is located within COUNTY-owned property commonly identified as Assessor's Parcel No. 155-280-011 ("Property"). The primary use of the Property is for various Contra Costa County offices and facilities.

GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the COUNTY, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the Easement Area in any manner that will interfere with or impair the COUNTY's primary use of the Property. GRANTEE shall not fence said Easement Area without the prior written approval of the COUNTY, which said approval shall not be unreasonably denied or conditioned, and shall remove any fencing when requested by COUNTY to do so. GRANTEE shall not otherwise obstruct the Easement Area.

2. **COUNTY TITLE:** GRANTEE hereby acknowledges COUNTY's title to the Property and agrees never to assail or resist said title.

3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the Easement Area, submit specific plans and specifications to the COUNTY for review and approval, which said approval shall not be unreasonably denied or conditioned. Such approval, together with any additional requirements, shall be in the form of a written permit issued by COUNTY to GRANTEE.

(b) Normal maintenance by GRANTEE of its Facilities within the Easement Area, including inspection and cleaning of existing pipelines owned by the City, shall not require prior notice to the COUNTY. GRANTEE shall perform maintenance of its Facilities so as to prevent damage to the Property and neighboring properties.

4. **DAMAGE TO COUNTY PROPERTY:** Any and all COUNTY Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the Easement Area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at COUNTY's discretion and direction, be repaired or replaced by COUNTY, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses), or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by COUNTY, or such reasonable extension as COUNTY may agree to in writing, or fails to complete the required work within a reasonable time thereafter, COUNTY may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to COUNTY promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.

5. **DAMAGE TO GRANTEE'S FACILITIES:** COUNTY shall have no responsibility for the maintenance or removal of GRANTEE's Facilities, appurtenances or improvements, caused by or resulting from COUNTY's use of the Property for the

primary uses described in Section 1, COUNTY's work or operation thereon, or any third parties. Subject to the foregoing, if GRANTEE'S facilities are damaged by the sole, active negligence or willful misconduct of COUNTY, COUNTY shall repair the damage at its sole cost and expense or, at the discretion of and upon written notice from COUNTY, the damage shall be repaired by GRANTEE and the pre-approved reasonable cost of such repair shall be paid for by COUNTY.

6. **NON-EXCLUSIVE EASEMENT:** The Easement granted hereunder is non-exclusive. This Easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of COUNTY or any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent COUNTY from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

7. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:** (a) In the exercise of all rights under this Grant of Easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Easement or GRANTEE'S installation, construction, reconstruction, removal, replacement, repair, upgrade, maintenance, operation, or use of the Facilities. GRANTEE shall indemnify, defend, save, protect and hold harmless, COUNTY, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this Easement, GRANTEE's operations, acts or omissions pursuant to this Easement, or the GRANTEE's use of the Easement or GRANTEE'S installation, construction, reconstruction, removal, replacement, repair, upgrade, maintenance, operation, or use of the Facilities, or GRANTEE'S exercise of its rights hereunder, save and except Liabilities arising through the sole negligence or willful misconduct of the COUNTY, its officers or employees.
 - b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, COUNTY from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this Grant of Easement or any act or approval of COUNTY related thereto.
 - c) GRANTEE accepts the Easement Area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the

COUNTY as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by COUNTY. GRANTEE agrees that neither GRANTEE, its heirs, successors nor assigns shall ever claim to have or assert any right or action against COUNTY for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the Easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the COUNTY following the commencement of this Easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than COUNTY whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the COUNTY harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the Easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this Easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its Facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

e) The obligations contained in this Section shall survive the expiration or other termination of this Easement.

8. **NO WARRANTIES:** GRANTEE understands and acknowledges that COUNTY makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by COUNTY.
9. **ABANDONMENT:** In the event GRANTEE shall cease to use the Easement herein continuously for a period of five years, or in the event GRANTEE abandons its Facilities or fails to use the Easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in COUNTY or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by COUNTY, and at GRANTEE's sole cost and expense, remove all of its Facilities from the Easement Area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by COUNTY at GRANTEE's expense, which expense GRANTEE agrees to pay to COUNTY upon demand. GRANTEE shall execute any Quitclaim Deeds required by COUNTY in this regard.
10. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of COUNTY.
11. **NO SECONDARY RIGHTS:** Except to the extent this Grant of Easement provides, otherwise nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of COUNTY's adjacent lands lying outside of the aforesaid strip of land above described.
12. **ENTIRE AGREEMENT:** This Grant of Easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
13. **CONSTRUCTION:** This Grant of Easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Grant of Easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Grant of Easement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

14. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this _____ day of _____ 2021.

CONTRA COSTA COUNTY

GRANTEE
CITY OF MARTINEZ

By _____
Diane Burgis
Chair, Board of Supervisors

By _____
Eric Figueroa
City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, before me, _____ Clerk of the Board of Supervisors, Contra Costa County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Deputy Clerk

APPROVED AS TO FORM
by County Counsel
July, 1999

JL:
G:\realprop\EOC\City of Martinez\Grant of Easement for Utility Lines Redline 10-20-21.doc
03/02/09



October 15, 2021
BKF Job No. 20179052-10

EXHIBIT "A"
LEGAL DESCRIPTION
WATER LINE EASEMENT

The land referred to herein is situate in the City of Martinez, County of Contra Costa, State of California, and is described as follows:

BEING a portion of the land described in the deed to the County of Contra Costa, recorded May 6, 1948, in Book 1195, at Page 562, Contra Costa County Records, more particularly described as follows:

COMMENCING at the western terminus of that certain course delineated as "North 86°00'55" East 662.78 feet" on the southerly right of way line of Muir Road (right of way varies) as shown on that certain map entitled, "Record of Survey, RS 3196," filed August 31, 2007, in Book 137 of Licensed Surveyors Maps at Pages 21 and 22, in the Office of the Recorder of Contra Costa County; **THENCE** easterly along said southerly right of way line of Muir Road North 86°00'55" East 538.35 feet to the **POINT OF BEGINNING**;

THENCE, continuing easterly along said southerly right of way line of Muir Road, North 86°00'55" East 14.47 feet;

THENCE, leaving the last said line, along the following five (5) courses:

- 1) South 04°00'12" East 5.21 feet;
- 2) East 13.53 feet;
- 3) South 18.89 feet;
- 4) North 89°30'21" West 26.73 feet;
- 5) North 04°00'12" West 22.91 feet to the **POINT OF BEGINNING**.

Containing an area of 582 square feet, more or less.

The bearings of this description are based on that certain map entitled, "Record of Survey, RS 3196," filed August 31, 2007, in Book 137 of Licensed Surveyors Maps at Pages 21 and 22, in the Office of the Recorder of Contra Costa County.

A plat showing the above described easement is attached hereto and made a part hereof.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

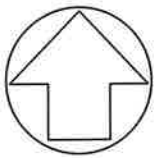
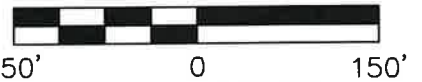
By: Paul Kittredge
Paul A. Kittredge, P.L.S. No. 5790

Dated: 10/18/2021



K:\2017\179052_CCC_PSB-EOC\DOCS\08-Survey\I-Plats_and_Legal_Desc\CCC-PSB-EOC-WLE-DESC.docx

SCALE: 1" = 150'



MUIR ROAD
R/W VARIES

R/W PER
6726 O.R. 42
PARCEL 1

R/W PER
14922 O.R. 819
PARCEL 3

N 86°00'55" E 662.78' (T)
538.35'

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

WATER LINE
EASEMENT AREA
SEE DETAIL
BELOW RS 3196
137 LSM 21

1411 O.R. 183
N 01°13'32" E 1122.43'

CONTRA COSTA COUNTY
1195 O.R. 562

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 65°58'25" W	60.00'
L2	N 68°55'43" W	64.76'
L3	N 21°04'17" E	69.92'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	14°47'21"	470.00'	121.32'
C2	02°58'19"	460.00'	23.86'
C3	90°00'00"	10.00'	15.71'

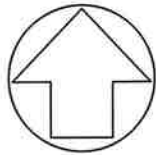
C1

N 10°48'16" E (R)

N 18°05'58" E (R)

Δ = 19°45'57"
R = 730.00'
L = 251.83'

GLACIER DRIVE R/W VARIES



MUIR ROAD
R/W VARIES

R/W PER
6726 O.R. 42
PARCEL 1

N 86°00'55" E 662.78' (T)
538.35'

POINT OF
BEGINNING

CONTRA COSTA COUNTY
1195 O.R. 562

RS 3196
137 LSM 21

LEGEND:

- C# CURVE TABLE NUMBER
- L# LINE TABLE NUMBER
- LSM LICENSED SURVEYORS MAP
- O.R. OFFICIAL RECORDS
- R/W RIGHT OF WAY
- RS RECORD OF SURVEY
- SF SQUARE FEET
- (T) TOTAL

SCALE: 1" = 10'



WATER LINE
EASEMENT AREA
582 SF±

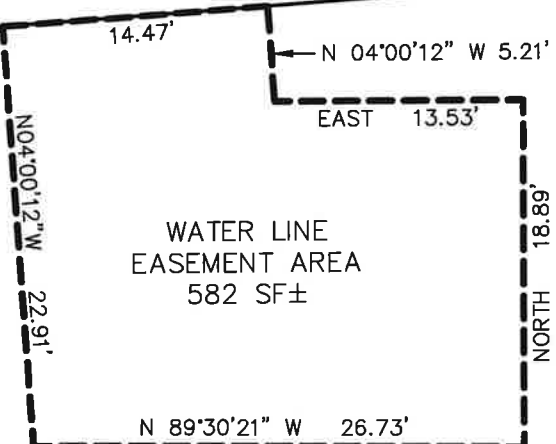


EXHIBIT "B"

K: \2017\179052_CCC_PSB-EOC\SUR\DWG\CCC-PSB-EOC-WLE-PLAT_2018_C3D.dwg

BKF
1646 N. CALIFORNIA BLVD.,
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com

SUBJECT PLAT TO ACCOMPANY LEGAL DESCRIPTION
WATER LINE EASEMENT
JOB NO. 20179052-10
BY MLH APPR. PK DATE 10/15/2021
1 OF 1



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: November 16, 2021

Subject: Quarterly Report of the Post-Retirement Health Benefits Trust Agreement Advisory Body

RECOMMENDATION(S):

ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body.

FISCAL IMPACT:

No specific fiscal impact. This is a quarterly report of the County's assets in the Public Agency Retirement Services (PARS) Public Agencies Post-Retirement Health Care Plan Trust.

BACKGROUND:

On December 14, 2010, the Board of Supervisors directed the formation of a Post-Retirement Health Benefits Trust Agreement Advisory Body (consisting of the County Administrator, County Finance Director, Treasurer-Tax Collector, Auditor-Controller, and Health Services Finance Director).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Russell Watts, Treasurer-Tax Collector, Patrick Godley, HSD Chief Financial Officer

BACKGROUND: (CONT'D)

At its meeting of August 4, 2011, the body discussed and reviewed final report formats with HighMark Capital Management and made recommendations regarding a final standardized quarterly report. The attached report is in the standardized format.

The following is the investment summary for the period ending September 31, 2021:

Investment Summary	Third 2021
Beginning Value	\$444,727,996.61
Net Contributions/Withdrawals	-45,006.46
Fees Deducted	-52,959.48
Income Received	1,694,336.72
Market Appreciation	-5,771,406.13
Net Change in Accrued Income	-2,050.66
Market Value	\$440,550,910.60

Additional Materials -

A Post- Retirement Health Benefits Trust Agreement Advisory Body web-page can be found at the following address: <http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915>. The page describes the function of the Body, posts quarterly meeting materials, and all pertinent trust and plan documents.

ATTACHMENTS

Quarterly Report (Q3, 2021)

PARS: County of Contra Costa

Third Quarter 2021

**Presented by
Andrew Brown, CFA**

This presentation has been prepared for the sole use of the intended recipient. While the information contained herein has been obtained from sources believed to be accurate and reliable, any other reproduction or use of this information may necessitate further disclosures in order to ensure that the presentation is accurate, balanced, and conforms to all applicable regulatory requirements.

DISCUSSION HIGHLIGHTS

U.S. Economic and Market Overview

The biggest “Grand Reopening” ever was put on hold this past summer thanks to an unexpected resurgence of COVID cases despite the broad deployment of vaccines. Beginning last November, when the first successful vaccine trials were announced, it appeared a return to normalcy was right around the bend, and banners could be hung on every street corner letting consumers know the economy would soon be fully open for business once again.

With vaccine distribution in full swing by spring, the summer was shaping up to feel a lot like the famous summer of 1969. While not exactly on the same scale, the prospect of resuming normal activities that we all once took for granted, like taking vacations and hugging loved ones, after a long hiatus felt like a moon landing event. Unfortunately, expectations that vaccines would offer fortress-like immunity and receive ubiquitous uptake among the eligible quickly gave way to a reality that both assumptions would prove overly optimistic and the pandemic would remain a dark cloud hanging over the economy for longer than most anticipated.

As case counts and hospitalizations grew over the summer, so did restrictions to slow the spread. In turn, the momentum of global economic growth naturally slowed. High frequency data that tracks mobility in places like airports, hotels and restaurants quickly reflected the pivot in pandemic-related concern. Perhaps most importantly, snarled supply chains, already putting heavy upward pressure on inflation, intensified over the quarter. The bottleneck has become so pronounced that the ever-growing count of container ships waiting to be off-loaded at U.S. ports has become a regular news story.

Disappointing economic data as the second quarter progressed led to significant declines in estimates of third quarter U.S. real Gross Domestic Product (GDP). After initially estimating a 6 percent annualized growth rate for most of August, the Atlanta Federal Reserve’s (Fed) measure of GDP steadily plummeted to just 1.3 percent in early October.

Equity markets initially took the economic setback in stride, instead focusing on third-quarter corporate profits reports that continued to inspire confidence. Nowhere was this more apparent than domestic large cap stocks. Entering second quarter earnings season, consensus analyst estimates for the S&P 500 Index were expecting an already stellar year-over-year profit increase of 64 percent ¹ according to FactSet. By the end of the reporting season, FactSet noted, the index would see actual earnings increase by over 90 percent -- the largest year-over-year increase since the fourth quarter of 2009.

Source:

1. https://www.factset.com/hubfs/Website/Resources%20Section/Research%20Desk/Earnings%20Insight/EarningsInsight_070221.pdf

In September, as the earnings season wound down, investors began to refocus on deteriorating economic data and negative headlines. The tape of bad news flowed freely with increasing attention being paid to the regulatory crackdown in China and gridlock in Washington. By the end of the month, the S&P 500 Index would register its worst monthly return since March of 2020, falling -4.7 percent. ²

Change in China

Heading into next year's National Party Congress, where he will be looking to secure a third term, Chinese President Xi Jinping has sought to address a number of structural issues that are seen as obstacles to growing a robust middle-class population and continued economic development. Under the banner of a "common prosperity" campaign and other initiatives, China's government has taken aggressive regulatory action to reign in what it views as an unacceptable wealth gap. Targets of these restrictive measures have ranged broadly across the economy from China's tech giants to private tutoring firms to insurance companies.

As Brookings Institute Senior Fellow Ryan Hass explains, "In launching a recent wave of actions to redress social inequality and economic disparity, China's leaders may view themselves as correcting some of the excesses of Deng's [Xiaoping] decision to "let some people get rich first". Such efforts align with Xi's efforts to recast himself from a princeling to a populist leader."³

China's multi-pronged policy shifts have stirred uncertainty in the world's second largest economy and sent domestic stocks well into bear market territory from the February highs. Given the significance of China's role in the broader economy, investors are naturally concerned about ripple effects across the global economy.

Compounding the market's jitters over China, financially distressed property developer Evergrande has emerged as one of the larger casualties of a regulatory crackdown focusing on curbing speculation and leverage in China's property market. With a reported \$300 billion in liabilities, some have speculated that Evergrande could become China's equivalent of Lehman Brothers. Facing a massive restructuring, Chinese authorities have aimed to limit Evergrande's impact on the broader economy by signaling it intends to support the real estate market.

D.C. Drama

Washington's penchant for political brinkmanship has once again found its way into the narrative of financial markets. Lawmakers have set themselves up for a down-to-the-wire stalemate over how to raise the debt ceiling in a standoff reminiscent of the same scenario that played out in 2011. According to U.S. Treasury Secretary Janet Yellen, the U.S. government can only afford to pay its bills until October 18 without additional borrowing. The devastating fallout of a default on U.S. government debt could not be understated. Secretary Yellen underscored this point in a recent television interview saying, "I think it would be catastrophic for the economy and for individual families". ⁴

Source:

2. Morningstar Direct

3. <https://www.brookings.edu/blog/order-from-chaos/2021/09/09/assessing-chinas-common-prosperity-campaign/>

4. <https://www.cnbc.com/2021/09/30/yellen-lends-support-for-effort-to-remove-the-debt-ceiling-altogether.html>.

Aside from addressing the debt ceiling, Congress will have a packed agenda in October as it seeks to move the bipartisan infrastructure bill and President Biden's Build Back Better budget plan across the finish line. Both pieces of legislation have important implications for fiscal policy over the long term and will also be closely followed by investors. As expected, the Build Back Better plan will increase taxes to pay for spending on social and climate programs and is likely to be significantly scaled back from the original \$3.5 trillion price tag to meet the demands of moderate Democrats.

Looking Ahead

Since March of 2020, highly accommodative and globally coordinated fiscal and monetary policies have supported a "glass half full" investor mindset towards a majority of risk assets whenever sources of uncertainty emerged. However, as accommodative policy is weaned over time, we expect that maintaining this sanguine disposition will become more challenging.

Global equity markets, led by domestic stocks, have enjoyed an unusually smooth and rapid ascent over the past eighteen months – a pattern we do not expect to continue going forward. Rather, we expect further price appreciation but at a more modest pace, accompanied by a normalization in volatility reflecting a growing number of risks as the recovery cycle matures.

For now, we expect the current headwinds to economic momentum as delaying, but not derailing, the recovery. Therefore, we remain constructive on the more economically sensitive areas of the equity market that have been out of favor relative to the more defensive sectors.

Market Overview/Performance Discussion

Total Plan

The County of Contra Costa OPEB Plan declined -0.93% net of investment fees in the third quarter, which trailed the County's Plan benchmark target of -0.4%. The fixed income segment offered the one modest bright spot in the quarter, gaining 0.18%, which outperformed the Bloomberg US Aggregate Bond Index return of .05%. Performance was supported by both high yield (Pimco High Yield +0.78%) and two of the three intermediate-term fixed income managers who outperformed the Bloomberg US Aggregate Index in the quarter.

The equity segment was less rewarding for Plan returns, declining -1.69%. With the exception of investment returns in the real estate segment (+0.61%) all equity categories posted negative returns in the quarter. Higher volatility equity markets such as emerging markets (MSCI Emerging Market Index -8.09%) and small cap equities (Russell 2000 Index -4.36%) declined the most in the quarter. Emerging market equities were once again primarily driven by events in China, whether it was restrictive policies from governmental regulators, or default concerns over the indebted property development sector. While we reduced our emerging market equity allocation by -1% in the quarter, Plan returns were impacted to the downside. Furthermore, within developed international equity markets, all three managers underperformed their MSCI-EAFE Index benchmark target in the quarter.

Within domestic equity categories, while the large cap equity segment trailed by a modest differential (-0.29% vs. the Russell 1000 Index +0.21%), only one of the Plan's six managers outperformed the benchmark in the quarter. A further detractor for the Plan was a small (+1%) tilt to large cap value. In the quarter, value underperformed growth by almost 2%. Overall, the leading detractor to Plan returns in the quarter came from the Victory RS Small Cap Growth Fund, which returned -10.65% versus its Russell 2000 Growth Index return target of -5.65%.

The alternatives segment declined -0.43%, which was in-line with the Wilshire Liquid Alternatives benchmark return of -0.37%.

Domestic Equity

The third quarter saw modest volatility in the face of supply chain disruptions, lingering concerns over the Covid-19 Delta variant, a rise in inflation readings, indications from the government that stimulus in the future would decline, and a battle over both raising the debt ceiling and tax policy. In spite of these hurdles, corporate America generated another solid quarter of earnings. Retail sales figures were exceptionally strong in August and September, in the face of ever increasing inflationary readings (September CPI +5.4% YOY). Consumer confidence readings continued to improve, perhaps a function of the improvement on the employment front (unemployment reading for September 4.8%).

Large cap equities (Russell 1000 Index) returned a modest 0.21%. Growth outperformed value in the quarter as the Russell 1000 Growth Index gained +1.16% and the Russell 1000 Value returned -0.78%. From a sector standpoint, six of eleven sectors posted positive returns. Financials were the leading area returning +2.87%, healthcare gained +1.49% and utilities returned +1.37%. Materials (-4.53%), energy (-1.23%), and industrials (-4.49%) were the leading detractors. Value oriented funds have a larger weighting in materials, energy and industrials which weighed slightly on the negative return for large cap value.

As investors moved down the market capitalization spectrum, returns declined. The Russell Mid Cap Index declined -0.93% and the Russell 2000 Index (small cap index) lost -4.36%. While growth investments outperformed value in the large cap space, in small caps it was the opposite. The Russell 2000 Small Cap Value Index declined -2.98%, while the Russell 2000 Small Cap Growth Index returned -5.65%.

The Plan's large cap equity segment returned -0.29% in the quarter, which trailed the Russell 1000 Index return of 0.21%.

- The Columbia Contrarian Core Fund returned -1.05% in the quarter, which lagged the benchmark. The Fund ranked in the 83rd percentile of the Morningstar U.S. Large Cap Blend Universe.
- The Harbor Capital Appreciation Fund returned 0.43% in the quarter, which trailed the Russell 1000 Growth Index's return of 1.16%. The Fund ranked in the 45th percentile of the Morningstar U.S. Large Growth Universe.
- The T. Rowe Price Growth Stock Fund returned -0.8% in the quarter, which lagged the Russell 1000 Growth Index. The Fund ranked in the 77th percentile of the Morningstar U.S. Large Growth Universe.
- The Dodge and Cox Stock Fund declined -1.3% in the quarter and underperformed the Russell 1000 Value Index's return of -0.78%. The Fund ranked in the 69th percentile of the Morningstar U.S. Large Value Universe.
- The iShares S&P500 Value ETF returned -0.89%, which trailed the Russell 1000 Value Index.
- The Russell 1000 ETF returned 0.16% in the quarter.

•The mid cap equity segment returned -0.95% in the quarter, which slightly trailed the Russell Mid Cap Index return of -0.93%.

- The iShares Russell Mid Cap ETF returned -0.93% in the quarter.

•The small cap equity segment returned -5.39% in the quarter, which underperformed the Russell 2000 Index return of -4.36%.

- The Victory RS Small Cap Growth Fund returned -10.65% in the quarter, which underperformed the Russell 2000 Growth Index return of -5.65%. The fund ranked in the 96th percentile of the Morningstar U.S. Small Growth Universe.
- The Undiscovered Managers Behavioral Value Fund returned -1.96% in the quarter, which outperformed the Russell 2000 Value Index's return of -2.98%. The Fund ranked in the 48th percentile of Morningstar's U.S. Small Value Universe.
- The iShares Russell 2000 Index ETF returned -4.41% in the quarter.

Real Estate Equity

Real estate equity was one of two equity asset class segments to post a positive return for the third quarter, as the Wilshire REIT Index gained 1.64%. While this return is far from overwhelming, it was the best performing asset class in the quarter for the Plan. The asset class continues to be supported by an overall environment of low interest rates and an increase in demand from a variety of real estate sub-sectors. Apartment and residential REITs have been supported by high occupancy rates and a steady increase in demand. Industrial REITs continue to be helped by the growth in eCommerce. Self-storage REITs have also seen strong levels of demand, which have led to higher rental rates. In as so much as the sector was up only 1.64%, it was not a perfect story for REITs in the quarter. The spike in Covid cases in the early summer months had a negative impact on the lodging and leisure sector (-2.45%). Additionally, many companies who had planned on an official return to the office, had to push those plans out a few months, which was reflected in the office sector turning in the weakest performance of any group during the quarter (-4.37%).

- **The Plan's REIT equity returned 0.61% in the quarter, which trailed the Wilshire REIT Index return of 1.64%**

International/Global Equity

Global stocks started off strong in the first two months of the quarter, but then gave back gains to end modestly lower, as the MSCI-EAFE Index declined -0.45%. Inflation concerns pressured stocks lower as higher prices for consumers prompted investors to consider the potential hike in interest rates by global central bankers to fight rising inflation. Consumer discretionary and material stocks were down the most due to cost pressures. Higher energy prices had a negative impact on most international markets, with the exception of Russia (+9.5%) and Saudi Arabia (+8.2%), which are heavily levered to the price of oil. Concerns over infection rates from the Covid-19 virus caused a slowdown in many manufacturing intensive regions, which exacerbated supply chain disruptions. On the positive side, companies involved in the semiconductor sector posted strong gains with demand increasing for chips. However, industrial and manufacturing stocks did not fare as well.

The dollar strengthened in the quarter versus all currencies, leading to a slight headwind across the board versus both developed and emerging international equity markets.

Emerging market equities were once again primarily driven by events in China (quarterly return -7.8%). Over the last several months there has been a noticeable increase in regulation by the Chinese government in education, online gaming, technology, internet commerce, ride-sharing, energy producers, and financial services. Moreover, concerns regarding the heavily indebted property developer Evergrande Group, who owes a reported \$300 billion, and is sitting on hundreds of unfinished residential buildings, has investors worried that there will be more pressures on the region in the future. And while Russia was one bright spot in the quarter, most other areas in the emerging market region fared poorly with decliners on the quarter including: Brazil -20.2%, South Africa -5.8%, Korea -13.2%, Chile -7.8%, and Thailand - 3.6%.

International/Global Equity (Cont.)

The political environment in the U.S. during the quarter (debt ceiling and budget negotiations) had a negative impact on equity markets in the U.S., however political trends overseas are also worth mentioning. In Japan, Prime Minister Suga is out, replaced by Fumio Kishida, and after sixteen years, Angela Merkel is out in Germany. No party won a decisive majority in Germany and as such the Social Democrats must form a coalition government with other parties. Canada's Prime Minister Trudeau on the other hand was able to retain power. It is not anticipated that these changes in leadership will lead to large market impacts, but we will be monitoring events.

•The Plan's international/global equity segment returned -2.16% in the quarter. This return underperformed the MSCI EAFE Index return of -0.45% and the MSCI ACWI Index return of -1.05%. However, the decline was less than the MSCI-Emerging Market Index return of -8.09%.

- The iShares Core MSCI EAFE Index ETF returned -0.79% in the quarter.
- The DFA Large Cap International Fund returned -1.11%, which trailed the benchmark and ranked in the 42nd percentile of the Morningstar Foreign Large Blend Universe.
- The Dodge & Cox International Stock Fund returned -3.33% in the quarter and underperformed the MSCI EAFE Index. The Fund ranked in the 84th percentile of the Foreign Large Value Universe as measured by Morningstar.
- The MFS International Growth Fund returned -3.05% in the quarter which lagged the MSCI EAFE Index. The Fund ranked in the 77th percentile for foreign large growth managers as measured by Morningstar.
- The iShares MSCI ACWI Index ETF returned -1.29% in the quarter.
- The American Funds New Perspective Fund declined -0.09% in the quarter, which lost less than the MSCI ACWI Index and ranked in the 34th percentile within the Morningstar World Large Stock Universe
- The MFS Global Equity R6 Fund lost -0.99%, which beat the benchmark and ranked in the 51st percentile of the Morningstar World Large Stock Universe.
- The Hartford Schroders Emerging Market Equity Fund returned -8.08% during the quarter and matched the MSCI Emerging Market benchmark return of -8.09%. The Fund ranked in the 60th percentile of the Morningstar Diversified Emerging Market Universe.

Fixed Income

The third quarter was characterized by increased COVID concerns, a strong but decelerating U.S. economic recovery, persistent inflation, Congress's inability to pass an infrastructure bill and a move toward less accommodative global central bank policy. Given these drawbacks, volatility significantly increased, interest rates fell substantially, and credit spreads widened. By the end of the quarter, however, the impact of these moves in fixed income markets reversed. Long maturity U.S. government bond rates ended the quarter marginally lower while intermediate rates and credit spreads in general ended the quarter slightly higher.

This basketful of risks worrying markets has weighed on forecasts for economic growth. In fact, the Federal Reserve Open Market Committee's (FOMC) median 2021 economic growth forecast fell from 7% in June to 5.9% in September. Downward revisions to growth forecasts, along with concerns over a potential Evergrande default, contributed to a short-lived decline in U.S. Treasury interest rates and a widening in credit spreads during the quarter.

Inflation readings remained stubbornly high due to global supply chain disruptions, rising oil and natural gas prices, increasing shelter costs, wage pressures within some industries, and low-base price comparisons versus prior periods. There are, however, some early signs of easing price pressures, including recent declines in the Manheim Used Vehicle Value Index as well as prices for airfare and lodging away from home. These data points, however, have not sufficed to resolve the debate among market participants and central bankers over questions such as whether current inflationary pressures are transitory, how long "transitory" might last or the prospect that we could be entering a new inflation paradigm. For the time being though, the markets cautiously agree with Federal Reserve (Fed) Chairman Powell's transitory inflation stance.

On the monetary policy front, the Fed began preparing markets for a potential tapering of its quantitative easing (QE) asset purchase program. If the recovery remains on track, QE tapering is expected to begin at the end of the year and conclude by mid-2022. The tapering timeline was telegraphed by the Fed during its September policy meeting and the tapering pace was faster than markets originally anticipated, contributing to the increase in interest rates near the end of the quarter.

Short maturity interest rates rose in the third quarter, with 2 year treasury rates increasing 3 basis points to 0.28%, 3 year rates up 5 basis points to 0.51% and 5 year rates advancing 8 bps to 0.97% reflecting the market's belief that the Fed may increase short rates sooner than previously anticipated. Further out the curve, 10 year treasury rates rose 2 basis points to 1.49% while the 30 year bond fell 4 bps to 2.05%. This translated to returns of -0.1% and +0.4% for 10 and 30 year US Treasuries respectively. The inflation expectations component of interest rates, TIPS break-evens, remained relatively unchanged during the quarter.

The Bloomberg Aggregate Bond Index returned a modest 0.1%, while Investment grade corporate bond returns were flat during the quarter, underperforming similar duration Treasuries by -15 basis points. For the year-to-date, corporates bonds are still negative from a total return standpoint at -1.27%, however outperforming US Treasuries by +189 basis points on an excess return basis. Investment grade corporate bond index credit spreads widened 4 basis points during the quarter to +84 basis points, yet remains near the post financial crisis credit spread low of +80 achieved on 6/30/2021.

Fixed Income (Cont.)

The Bloomberg high yield corporate bond index gained 0.89% during the quarter, outpacing equivalent Treasuries by +86 basis points on an excess return basis. For the year-to-date, the below-investment grade corporate bond index returned 4.53%, posting an excess return of +554 basis points. High yield corporate bond credit spreads widened +21 basis points during the quarter to +289 bps. Nevertheless, high yield spreads ended the quarter only 56 basis points wider than their all-time low level of +233 achieved in 1997.

Outlook:

Heading into the final quarter of 2021 and beyond into 2022 we expect a near term resolution to the federal budget and debt ceiling, the passage of a slimmed down infrastructure stimulus package, decelerating yet reasonable US economic growth, the beginning of QE tapering, modestly easing core inflation pressures, and continued improvement in corporate credit fundamentals within select industries. We expect intermediate to longer maturity interest rates to resume their trend higher across developed market economies as the global glut of liquidity slowly declines. Further, we believe short maturity interest rates in the US will remain relatively stable given our expectation that the Fed will be slower to increase short term rates than what is currently priced into the market. Despite a continued improvement in corporate credit fundamentals, select industries and issuers may face declining margins and increased pressure to partake in M&A or prioritize equity holders at the expense of debt holders. With corporate credit spread risk premiums near their lowest level since the financial crisis, we see limited opportunity for additional market spread compression.

The separately managed fixed income portfolio returned 0.17% in the third quarter, outperforming the benchmark by 12 basis points. The portfolio benefitted from individual credit selection. In terms of duration positioning, the portfolio remained 90% of the index during the quarter and this provided a positive contribution to overall performance as interest rates backed up. In general, lower quality investment grade corporate bonds outperformed. In particular, Energy, Airlines, Financials and Insurance were notable gainers as holdings out the curve performed well. During the period, we added exposure to areas of the market that offered attractive relative value and would benefit from a rise in interest rates, including BBB Energy names, select Airline Equipment Trusts (EETC's), Insurance and US banks.

Fixed Income (Cont.)

The Plan's fixed income segment returned 0.18% in the quarter, which exceeded the Bloomberg Barclays Aggregate Index return of 0.05%.

- The separately managed fixed income portfolio returned 0.17% which beat the benchmark. The portfolio would have ranked approximately in the 11th percentile of the Morningstar U.S. Intermediate Term Core Bond Universe.
- The PIMCO Total Return Bond Fund posted a 0.3% return in the quarter, which ranked in the 14th percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe. The Fund outperformed the Index.
- The PGIM Total Return Bond Fund returned -0.01% in the quarter. This ranked in the 75th percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe and underperformed the benchmark.
- The Pimco High Yield Bond Fund gained 0.78% in the quarter, which ranked in the 33rd percentile of the Morningstar US Fund High Yield Bond Universe. The Fund trailed the ICE BofA High Yield Master II Index return of 0.94%.

Alternatives

The Alternatives portion of the Plan declined -0.43% which trailed the Wilshire Liquid Alternative Index return of -0.37%. As in the previous quarter, the leading performing manager was the Western Asset Macro Opportunities Fund which gained 0.6%. Fixed income credit exposure, both high yield and investment grade contributed positively. The manager has had a curve flattener strategy in place where they were short the front end of the curve and long the back end of the yield curve. During the quarter the back end moved up slightly but the short end moved up significantly more. Two negative areas for the Fund included emerging market debt (-0.29% contribution) and foreign exchange (-0.59% contribution). The Blackrock Strategic Income Fund generated a slight negative -0.04% return in the quarter. In terms of performance attribution, nothing really stood out from a positive or a negative standpoint. Segments that were additive to performance included non-agency mortgage backed securities (+0.11%), absolute return strategies (+0.15%), European Credit (+.05%), and global strategies (+0.08%). Detracting from performance included macro strategies (-0.16%), Asian Credit (-0.11%), emerging market credit (-0.02%) and duration positioning (-0.03%). Finally, the Blackrock Event Driven Fund declined -1.34%. All of the negative return is attributed to the month of July, where regulatory concerns increased, leading to deal spreads widening on several of their positions. The ratio of hard catalyst (M&A) to soft catalyst opportunities (restructuring, shareholder activism, management change) is currently 63% hard catalyst opportunities and 24% soft catalyst opportunities, with credit investments representing 6% of their investment allocation. Hard catalyst opportunities detracted -0.81% from performance, while soft catalyst opportunities detracted -0.11%.

The alternative investment segment returned -0.43% in the quarter, which slightly trailed the Wilshire Liquid Alternatives Index return of -0.37%.

- The BlackRock Strategic Income Opportunity Fund returned -1.34%, which lagged the benchmark, and ranked in the 61st percentile of Morningstar's Non-Traditional Bond Universe.
- The BlackRock Event Driven Equity Fund returned -0.04% in the quarter and ranked in the 60th percentile of the Morningstar U.S. Fund Market Neutral Universe.
- The Western Asset Global Macro Fund gained 0.60%, which ranked in the 21st percentile of the Morningstar non-Traditional Bond Fund Universe

Asset allocation/Manager Changes

We ended the quarter with a target asset allocation of 58.25% stocks, 38.25% bonds, 2.5% alternatives, and 1% cash.

We reduced our emerging market equity exposure by 1% in the quarter. We increased our cash exposure by +0.5% and increased our REIT equity allocation by +0.5%.

There were no changes to managers in the quarter.

Economic and Market Forecasts - October 2021

	2021	2022
	Assumptions	Assumptions
GDP	5.5% - 6.5%	3.5% - 4.5%
S&P500 earnings	\$190 - \$210	\$210 - \$220
Unemployment	4.9% - 5.4%	4.1% - 4.8%
Core PCE Inflation	3.2% - 3.7%	2.1% - 2.5%
Fed Funds Target	0.0% - 0.25%	0.0% - 0.25%

Selected Period Performance
PARS/COUNTY OF CONTRA COSTA PRHCP
Account 6746038001
Period Ending: 9/30/2021

	3 Months	Year to Date (9 Months)	1 Year	3 Years	5 Years	10 Years	Inception to Date 02/01/2011
Cash Equivalents	.01	.02	.03	.99	.99	.53	.50
<i>Lipper Money Market Funds Index</i>	.00	.00	.00	.96	.94	.48	.45
Fixed Income ex Funds	.17	-1.20	-.16	5.58	3.23	3.35	3.76
Total Fixed Income	.18	-1.06	.19	5.78	3.43	3.66	3.89
<i>Bloomberg US Aggregate Bd Index</i>	.05	-1.55	-.90	5.36	2.94	3.01	3.43
Total Equities	-1.69	12.34	32.27	12.87	13.66	13.49	10.76
Large Cap Funds	-.29	15.48	31.57	16.04	17.10	16.60	13.63
<i>Russell 1000 Index</i>	.21	15.19	30.96	16.43	17.11	16.76	14.33
Mid Cap Funds	-.95	15.03	37.89	14.00	14.16	14.21	11.59
<i>Russell Midcap Index</i>	-.93	15.17	38.11	14.22	14.39	15.52	12.86
Small Cap Funds	-5.39	9.51	44.71	10.28	13.73	15.56	12.50
<i>Russell 2000 Index</i>	-4.36	12.41	47.68	10.54	13.45	14.63	11.71
International Equities	-2.16	7.62	25.45	10.44	11.05	9.81	7.02
<i>MSCI AC World Index</i>	-1.05	11.12	27.44	12.58	13.20	11.90	9.45
<i>MSCI EAFE Index</i>	-.45	8.35	25.73	7.62	8.81	8.10	5.72
<i>MSCI EM Free Index</i>	-8.09	-1.25	18.20	8.58	9.23	6.09	3.54
RR: REITS	.61	22.11	33.17	11.84	7.62		
<i>Wilshire REIT Index</i>	1.64	24.79	38.04	10.39	6.97	11.30	9.64
Alternatives	-.43	2.78	6.54	4.39	1.49		
<i>Dynamic Alternatives Index</i>	-.37	4.08	8.65	3.32	2.88	1.39	.93
Total Managed Portfolio	-.92	6.64	17.77	9.88	8.83	8.70	7.29
Total Account Net of Fees	-.93	6.60	17.71	9.81	8.76	8.60	7.18
<i>Contra Costa Policy Benchmark</i>	-.40	6.88	17.54	9.91	8.90	8.71	7.63

Inception Date: 02/01/2011

* Benchmark from February 1, 2011 to June 30, 2013: 18% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 8% MSCI ACWI Index, 10% MSCI EAFE Index, 45% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 1% Citigroup 3 Month T Bill Index. From July 1, 2013 to June 30, 2015: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% HFRI FOF Market Defensive Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2015 to September 30, 2019: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% Wilshire Liquid Alternative Index, 1% Citigroup 3 Month T-Bill Index From October 1, 2019: 43% BBG Barclays US Aggregate Bd Index, 1% FTSE 3 Month T-Bill Index, 8% MSCI AC World Index, 10% MSCI EAFE Index, 19% Russell 1000 Index, 9% Russell 2000 Index, 6% Russell Midcap Index, 4% Wilshire REIT Index. ** Dynamic Alternatives Index represents the HFRI FOF Market Defensive Index from 07/01/2013 until 06/30/2015, and then the Wilshire Liquid Alternatives Index from 07/01/2015 forwards. Returns are gross-of-fees unless otherwise noted. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

Manager Watch List

<i>Name of Fund</i>	<i>Date on watch list</i>	<i>Date exiting watch list</i>	<i>Recommendation</i>	<i>Rationale</i>
<i>Undiscovered Managers Behavioral Value Fund</i>	4Q2020	3Q2021	Remove from Watch	The managers continues to perform well relative to their peers and the Russell 2000 Value Index. The peer universe ranking for this manager is above the median ranking for the 3, 5, and 10 year periods. We are removing them from the watch list and will retain this investment in the Plan.
<i>Victory RS Small Cap Growth Fund</i>	3Q 2021		Place on watch list	Technically this manager should have been placed on the watch list last quarter. The manager has performed poorly this year. Performance for the Fund this year is in the 100 th percentile for the 1-year period, which impacts the three-year and the five-year performance ranking relative to the peer universe and the Russell 2000 Growth Index. Over the 5-year and 10-year periods the fund still has outperformed the Russell 2000 Growth Index by a sizable margin. The manager tends to have a long momentum bias, and they invest in companies that can continue to compound earnings based on secular trends. These types of investments have not performed well in 2021.

Investment Strategy As of September 30, 2021

Tactical Asset Allocation

Asset Class	% Portfolio Weighting			Rationale
	Target	Current Portfolio	Over/Under Weighting	
Cash	1.0%	1.0%	-	<ul style="list-style-type: none"> Money market yields are at 0.01%. We maintain a low/neutral allocation to cash
Fixed Income	43.0%	38.25%	-4.75%	<ul style="list-style-type: none"> Increasing growth and inflation expectations, combined with Fed tapering of quantitative easing (QE), is likely to drive longer term interest rates higher, putting downward pressure on bond prices.
Alternatives	0.0%	2.5%	+2.5%	<ul style="list-style-type: none"> Alternatives offer a reasonable diversification benefit with respect to the 95% of the portfolio which is invested in fixed income and equities.
Real Estate (REITS)	4.0%	4.0%	-	<ul style="list-style-type: none"> Interest rates will likely be low on an absolute basis for several years, which will support REIT fundamentals. The pandemic will secularly alter some REIT sectors such as office, industrial, and regional malls. REIT equity is the top performing equity segment year to date for the Plan. The rollout of the vaccines has led to an improvement in consumer demand as the economy has re-opened. Apartment REITs have been aided by surging demand and high occupancy rates. Industrial REITs have been supported by eCommerce. We moved to a neutral allocation to REITs this quarter.
Global Equity	8.0%	7.5%	-0.5%	<ul style="list-style-type: none"> The recovery in global equity is based on improved vaccination rates and strong fiscal support in Europe. Challenges to global equity gains have come from supply chain issues, inflation fears, and the potential impact to the end of QE in the United States. It is our belief that while both supply chain issues and inflationary effects will last for the next several quarters, both will prove to be temporary in nature.
International (Developed)	10.0%	10.0%	-	<ul style="list-style-type: none"> The MSCI-EAFE Index trades at 15X next year's earnings, which represents a better 'value' in comparison to domestic equity markets in the U.S. International stocks are attractively priced at these levels. The underlying companies in the EAFE Index offer higher cyclical exposure relative to the large cap domestic equities. If global economies can maintain their growth into 2022, this should bode well for international equities.
International (Emerging)	0.0%	1.25%	+1.25%	<ul style="list-style-type: none"> Long-term these economies will likely provide much of the gains in global growth. Currently however, concerns surrounding China (which represents roughly 35% of the emerging market equity index) with both slowing growth and increased regulatory scrutiny, led us to lower our allocation to this region by -1% in the quarter. With the MSCI-Emerging Market Index trading at 12.5X next year's earnings, we still maintain a modest allocation to this segment.
Total Domestic Equity	34.0%	35.5%	+1.5%	
Large Cap	19.0%	20.0%	+1.0%	<ul style="list-style-type: none"> We expect the economy to show sustainable growth in 2022, with a current forecast of 3.5% to 4.5% GDP. With this forecasted growth, corporate earnings should likely show year over year gains. While the S&P500 trading at 21X next year's earnings is expensive, it is our desire given the extremely low interest rate environment, to be slightly overweight large cap equities.
Mid Cap	6.0%	6.5%	+0.5%	<ul style="list-style-type: none"> Mid-cap equities currently trade at 20.7X next year's earnings, which compel us to maintain a slight overweight allocation.
Small Cap	9.0%	9.0%	-	<ul style="list-style-type: none"> We maintain our neutral allocation due to a belief that small caps will continue to perform in a pro-cycle environment. Valuations are at a 25X forward PE level, but if the recovery proves to be robust, earnings will grow into this valuation level.

Asset Allocation

Period Ending September 30, 2021

Asset Allocation	6/30/2021 Market Value	6/30/2021 % of Total	9/30/2021 Market Value	9/30/2021 % of Total	Target Allocation
Large Cap Equities					
Columbia Contrarian Core Inst3	13,283,222	3.0%	13,143,592	3.0%	--
iShares Russell 1000 ETF	40,413,077	9.1%	39,137,441	8.9%	--
Vanguard Growth & Income Adm	6,657,042	1.5%	6,655,810	1.5%	--
Dodge & Cox Stock	8,698,113	2.0%	8,824,096	2.0%	--
iShares S&P 500 Value ETF	6,703,151	1.5%	6,602,359	1.5%	--
Harbor Capital Appreciation Retirement	6,709,410	1.5%	6,386,518	1.5%	--
T. Rowe Price Growth Stock I	7,021,295	1.6%	6,423,469	1.5%	--
Total Large Cap Equities	\$ 89,485,310	20.1%	\$ 87,173,284	19.8%	19.0%
		<i>Range</i>		<i>Range</i>	13-32%
Mid Cap Equities					
iShares Russell Mid-Cap ETF	29,139,242	6.6%	28,186,108	6.4%	--
Total Mid Cap Equities	\$ 29,139,242	6.6%	\$ 28,186,108	6.4%	6.0%
		<i>Range</i>		<i>Range</i>	2-10%
Small Cap Equities					
iShares Russell 2000 ETF	17,758,972	4.0%	17,298,531	3.9%	--
Undiscovered Managers Behavioral Val R6	10,949,848	2.5%	11,203,346	2.5%	--
Victory RS Small Cap Growth R6	11,080,474	2.5%	10,707,406	2.4%	--
Total Small Cap Equities	\$ 39,789,294	9.0%	\$ 39,209,283	8.9%	9.0%
		<i>Range</i>		<i>Range</i>	4-12%
International Equities					
DFA Large Cap International I	10,969,251	2.5%	10,847,669	2.5%	--
iShares Core MSCI EAFE ETF	17,684,477	4.0%	17,540,375	4.0%	--
Dodge & Cox International Stock	7,654,069	1.7%	7,770,207	1.8%	--
MFS International Growth R6	7,709,635	1.7%	7,655,116	1.7%	--
Hartford Schrodgers Emerging Mkts Eq F	10,825,521	2.4%	5,440,932	1.2%	--
Total International Equities	54,842,952	12.3%	\$ 49,254,298	11.2%	10.0%
		<i>Range</i>		<i>Range</i>	4-20%
Global Equities					
iShares MSCI ACWI ETF	17,775,035	4.0%	17,551,947	4.0%	--
American Funds New Perspective R6	6,656,155	1.5%	7,727,431	1.8%	--
MFS Global Equity R6	6,503,234	1.5%	7,619,920	1.7%	--
Total Global Equities	\$ 30,934,425	7.0%	\$ 32,899,298	7.5%	8.0%
		<i>Range</i>		<i>Range</i>	4-12%

Asset Allocation

Period Ending September 30, 2021

Asset Allocation	6/30/2021 Market Value	6/30/2021 % of Total	9/30/2021 Market Value	9/30/2021 % of Total	Target Allocation
Real Estate					
Vanguard Real Estate ETF	15,818,471	3.6%	17,434,507	4.0%	--
	\$ 15,818,471	3.6%	\$ 17,434,507	4.0%	4.0%
		<i>Range</i>		<i>Range</i>	<i>0-8%</i>
Fixed Income					
Core Fixed Income Holdings	122,018,507	27.5%	120,929,899	27.5%	--
PIMCO Total Return Instl	21,229,178	4.8%	21,293,181	4.8%	--
PGIM Total Return Bond R6	21,294,555	4.8%	21,292,176	4.8%	--
PIMCO High Yield Instl	5,391,537	1.2%	5,610,622	1.3%	--
Total Fixed Income	\$ 169,933,776	38.3%	\$ 169,125,878	38.4%	43.0%
		<i>Range</i>		<i>Range</i>	<i>30-50%</i>
Alternatives					
BlackRock Event Driven Equity Instl	4,346,106	1.0%	4,473,487	1.0%	--
BlackRock Strategic Income Opps K	4,458,405	1.0%	4,456,130	1.0%	--
Western Asset Macro Opportunities IS	2,221,429	0.5%	2,234,708	0.5%	--
Total Alternatives	\$ 11,025,940	2.5%	\$ 11,164,326	2.5%	0.0%
		<i>Range</i>		<i>Range</i>	<i>0-10%</i>
Cash					
Money Market	3,185,967	0.7%	5,533,361	1.3%	--
Total Cash	\$ 3,185,967	0.7%	\$ 5,533,361	1.3%	1.0%
		<i>Range</i>		<i>Range</i>	<i>0-5%</i>
TOTAL	\$ 444,155,378	100.0%	\$ 439,980,343	100.0%	100.0%

Investment Summary

Period Ending September 30, 2021

Investment Summary	Third Quarter 2021	Year to Date 2021
Beginning Value	444,727,996.61	\$ 399,003,595.89
Net Contributions/Withdrawals	-45,006.46	14,869,999.09
Fees Deducted	-52,959.48	-157,326.91
Income Received	1,694,336.72	4,902,856.43
Market Appreciation	-5,771,406.13	21,991,828.85
Net Change in Accrued Income	-2,050.66	-60,042.75
Ending Market Value*	\$ 440,550,910.60	\$ 440,550,910.60

Investment Summary	Third Quarter 2020	Year to Date 2020
Beginning Value	341,428,941.44	\$ 331,392,093.14
Net Contributions/Withdrawals	-48,253.17	15,892,377.41
Fees Deducted	-49,870.50	-149,392.00
Income Received	1,572,585.04	4,870,556.17
Market Appreciation	13,528,742.73	4,501,371.88
Net Change in Accrued Income	-7,493.79	-82,354.85
Ending Market Value*	\$ 356,424,651.75	\$ 356,424,651.75

*Ending Market Value differs from total market value on the previous page due to differences in reporting methodology. The above ending market value is reported as of trade date and includes accruals. The Asset Allocation total market value is reported as of settlement date.

COUNTY OF CONTRA COSTA

September 30, 2021

LARGE CAP EQUITY FUNDS													
Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank	10-Year Return	Rank
Columbia Contrarian Core Inst3	(7/13)	-1.05	83	14.87	62	31.17	34	16.84	14	16.22	40	16.90	--
Vanguard Growth & Income Adm	(12/16)	-0.02	56	15.87	38	30.34	44	15.05	48	16.31	38	16.62	13
Dodge & Cox Stock	(10/14)	-1.30	69	24.44	3	50.41	6	12.89	12	15.17	5	16.13	1
iShares S&P 500 Value ETF	(12/19)	-0.89	51	15.14	62	31.77	64	10.52	35	11.52	43	13.57	27
T. Rowe Price Growth Stock I		-0.80	77	14.70	29	28.50	34	20.95	35	22.29	29	19.82	--
Harbor Capital Appreciation Retirement		0.43	45	10.20	80	24.11	70	23.85	13	24.71	11	20.27	--
Russell 1000 TR USD		0.21	--	15.19	--	30.96	--	16.43	--	17.11	--	16.76	--
iShares Russell 1000 ETF	(3/15)	0.16	47	15.07	56	30.77	40	16.27	22	16.96	18	16.61	14
MID CAP EQUITY FUNDS													
iShares Russell Mid-Cap ETF	(3/15)	-0.98	41	15.02	57	37.85	61	14.06	15	14.22	21	15.34	12
Russell Mid Cap TR USD		-0.93	--	15.17	--	38.11	--	14.22	--	14.39	--	15.52	--
SMALL CAP EQUITY FUNDS													
Undiscovered Managers Behavioral Val R6	(9/16)	-1.96	48	25.35	34	79.57	10	8.43	41	10.79	39	15.66	--
Russell 2000 Value TR USD		-2.98	--	22.92	--	63.92	--	8.58	--	11.03	--	13.22	--
Victory RS Small Cap Growth R6	(2/19)	-10.65	96	-10.25	99	10.00	100	9.64	90	17.13	56	16.34	--
Russell 2000 Growth TR USD		-5.65	--	2.82	--	33.27	--	11.70	--	15.34	--	15.74	--
iShares Russell 2000 ETF	(3/15)	-4.41	89	12.27	87	47.47	64	10.44	37	13.39	30	14.62	29
INTERNATIONAL EQUITY FUNDS													
Dodge & Cox International Stock		-3.33	84	8.42	58	35.19	24	5.99	20	7.39	29	7.77	18
MFS International Growth R6		-3.05	77	4.48	64	16.58	78	10.78	77	11.97	45	10.21	49
MFS Global Equity R6	(3/15)	-0.99	51	10.80	50	27.21	42	13.29	22	13.04	33	13.30	--
iShares Core MSCI EAFE ETF	(3/15)	-0.79	29	8.27	34	25.89	33	7.83	47	9.13	33	--	--
iShares MSCI ACWI ETF	(3/15)	-1.29	61	10.80	50	27.10	43	12.55	37	13.34	28	12.09	41
American Funds New Perspective R6	(3/15)	-0.09	34	10.66	40	29.71	20	18.83	27	18.28	29	15.77	21
DFA Large Cap International I	(12/18)	-1.11	42	9.19	20	26.59	26	7.70	48	8.99	36	8.13	44
MSCI EAFE NR USD		-0.45	--	8.35	--	25.73	--	7.62	--	8.81	--	8.10	--
MSCI ACWI NR USD		-1.05	--	11.12	--	27.44	--	12.58	--	13.20	--	11.90	--
Hartford Schrodgers Emerging Mkts Eq F	(11/12)	-8.08	60	-2.07	71	18.86	56	10.59	31	10.92	23	7.53	--
MSCI EM NR USD		-8.09	--	-1.25	--	18.20	--	8.58	--	9.23	--	6.09	--

Data Source: Morningstar, SEI Investments

Returns less than one year are not annualized. Past performance is not indicative of future returns. The information presented has been obtained from sources believed accurate and reliable. Securities are not FDIC insured, have no bank guarantee and may lose value.

COUNTY OF CONTRA COSTA

September 30, 2021

REIT EQUITY FUNDS													
Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank	10-Year Return	Rank
Vanguard Real Estate ETF	(6/17)	0.68	59	22.19	48	33.49	48	11.97	42	7.52	47	11.53	33
Wilshire REIT Index		1.64	--	24.79	--	38.04	--	10.39	--	6.97	--	11.30	--
BOND FUNDS													
Core Fixed Income Portfolio		0.17	11	-1.20	38	-0.16	40	5.58	32	3.23	31	3.35	32
PIMCO Total Return Instl		0.30	14	-0.77	54	0.28	77	5.85	45	3.65	41	3.92	36
PGIM Total Return Bond R6	(5/16)	-0.01	75	-1.45	89	0.90	58	6.27	24	4.02	22	4.58	11
Bloomberg US Agg Bond TR USD		0.05	--	-1.55	--	-0.90	--	5.36	--	2.94	--	3.01	--
PIMCO High Yield Instl	(5/16)	0.78	33	3.35	74	8.97	73	6.25	37	5.72	40	6.75	31
ICE BofA US High Yield Mstr II Index		0.94	--	4.67	--	11.46	--	6.62	--	6.35	--	7.33	--
ALTERNATIVE FUNDS													
BlackRock Event Driven Equity Instl	(3/19)	-1.34	61	1.22	69	5.01	61	5.37	43	5.84	32	9.87	1
BlackRock Strategic Income Opps K	(7/13)	-0.04	60	1.26	60	5.44	43	5.23	17	4.36	20	4.12	--
Western Asset Macro Opportunities IS	(3/21)	0.60	21	-0.93	80	5.53	42	8.14	1	5.90	4	--	--
Dynamic Alternatives Index		-0.37	--	4.08	--	8.65	--	3.32	--	2.88	--	1.39	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

LARGE CAP EQUITY FUNDS																	
Fund Name	Inception	2020 Return	Rank	2019 Return	Rank	2018 Return	Rank	2017 Return	Rank	2016 Return	Rank	2015 Return	Rank	2014 Return	Rank	2013 Return	Rank
Columbia Contrarian Core Inst3	(7/13)	22.44	11	33.08	10	-8.81	82	21.89	28	8.77	73	3.25	7	13.14	27	36.04	15
Vanguard Growth & Income Adm	(12/16)	18.08	41	29.77	51	-4.61	31	20.80	54	12.12	24	2.03	16	14.16	13	32.74	37
Dodge & Cox Stock	(10/14)	7.16	21	24.83	58	-7.07	31	18.33	24	21.28	6	-4.49	62	10.40	54	40.55	2
iShares S&P 500 Value ETF	(12/19)	1.24	62	31.71	5	-9.09	57	15.19	61	17.17	25	-3.24	42	12.14	24	31.69	45
T. Rowe Price Growth Stock I		37.09	38	30.98	61	-0.89	37	33.84	15	1.58	63	10.93	--	8.83	--	39.20	--
Harbor Capital Appreciation Retirement		54.56	10	33.39	39	-0.96	37	36.68	5	-1.04	--	10.99	--	9.93	--	37.66	--
Russell 1000 TR USD		20.96	--	31.43	--	-4.78	--	21.69	--	12.05	--	0.92	--	13.24	--	33.11	--
iShares Russell 1000 ETF	(3/15)	20.80	19	31.26	30	-4.91	37	21.53	37	11.91	27	0.82	30	13.08	28	32.93	35
MID CAP EQUITY FUNDS																	
iShares Russell Mid-Cap ETF	(3/15)	16.91	23	30.31	21	-9.13	30	18.32	27	13.58	61	-2.57	30	13.03	8	34.50	46
Russell Mid Cap TR USD		17.10	--	30.54	--	-9.06	--	18.52	--	13.80	--	-2.44	--	13.22	--	34.76	--
SMALL CAP EQUITY FUNDS																	
Undiscovered Managers Behavioral Val Rf	(9/16)	3.62	46	23.34	30	-15.20	49	13.53	11	20.97	80	3.52	1	5.83	25	37.72	--
Russell 2000 Value TR USD		4.63	--	22.39	--	-12.86	--	7.84	--	31.74	--	-7.47	--	4.22	--	34.52	--
Victory RS Small Cap Growth R6	(2/19)	38.32	44	38.38	8	-8.66	70	37.05	--	0.88	--	0.09	--	9.36	--	49.22	--
Russell 2000 Growth TR USD		34.63	--	28.48	--	-9.31	--	22.17	--	11.32	--	-1.38	--	5.60	--	43.30	--
iShares Russell 2000 ETF	(3/15)	19.89	14	25.42	35	-11.02	36	14.66	24	21.36	43	-4.33	44	4.94	44	38.85	35
INTERNATIONAL EQUITY FUNDS																	
Dodge & Cox International Stock		2.10	42	22.78	7	-17.98	81	23.94	72	8.26	2	-11.35	98	0.08	9	26.31	8
DFA Large Cap International I	(12/18)	8.12	57	22.04	43	-14.14	44	25.37	48	3.16	23	-2.86	72	-5.24	49	20.69	39
MFS International Growth R6		15.82	77	27.31	60	-8.79	9	32.58	31	2.79	6	0.40	52	-5.01	57	13.94	78
MFS Global Equity R6	(3/15)	14.25	52	30.66	17	-9.51	50	24.04	41	7.43	27	-1.34	48	4.08	33	27.93	34
iShares Core MSCI EAFE ETF	(9/20)	8.55	51	22.67	34	-14.20	46	26.42	35	1.36	40	0.53	28	-4.82	43	23.73	15
iShares MSCI ACWI ETF	(3/15)	16.38	41	26.70	45	-9.15	45	24.35	39	8.22	21	-2.39	62	4.64	28	22.91	63
American Funds New Perspective R6	(3/15)	33.81	14	30.48	19	-5.56	18	29.30	16	2.19	77	5.63	6	3.56	40	27.23	38
MSCI EAFE NR USD		7.82	--	22.01	--	-13.79	--	25.03	--	1.00	--	-0.81	--	-4.90	--	22.78	--
MSCI ACWI NR USD		16.25	--	26.60	--	-9.41	--	23.97	--	7.86	--	-2.36	--	4.16	--	22.80	--
Hartford Schroders Emerging Mkts Eq F	(11/12)	23.78	25	22.32	30	-15.42	45	40.96	--	10.41	--	-12.68	--	-4.61	--	-2.28	--
MSCI EM PR USD		15.84	--	15.42	--	-16.63	--	34.35	--	8.58	--	-16.96	--	-4.63	--	-4.98	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

BOND FUNDS																	
Fund Name	Inception	2020 Return	2020 Rank	2019 Return	2019 Rank	2018 Return	2018 Rank	2017 Return	2017 Rank	2016 Return	2016 Rank	2015 Return	2015 Rank	2014 Return	2014 Rank	2013 Return	2013 Rank
Fixed Income Core Portfolio		7.60	50.00	9.20	21	.14	24	3.49	59	3.63	37	0.78	14	4.74	70	-1.40	41
PIMCO Total Return Instl		8.88	34	8.26	73	-0.26	30	5.13	17	2.60	82	0.73	11	4.69	72	-1.92	78
PGIM Total Return Bond R6	(5/16)	8.10	52	11.13	7	-0.63	46	6.71	3	4.83	21	0.09	40	7.25	7	-0.91	42
BBgBarc US Agg Bond TR USD		7.51	--	8.72	--	0.01	--	3.54	--	2.65	--	0.55	--	5.97	--	-2.02	--
PIMCO High Yield Instl	(12/20)	5.34	48	14.93	22	-2.49	44	7.01	39	12.70	61	-1.85	22	3.31	13	5.77	68
ICE BofA US High Yield Mstr II Index		6.17	--	14.41	--	-2.27	--	7.48	--	17.49	--	-4.64	--	2.85	--	7.42	--
ALTERNATIVE FUNDS																	
BlackRock Strategic Income Opps K	(7/13)	7.29	25	7.82	36	-0.47	46	4.97	37	3.65	--	-0.30	--	3.89	--	3.28	--
BlackRock Event Driven Equity Instl	(3/19)	6.30	30	7.29	13	5.49	11	7.14	9	4.29	37	-1.56	--	10.40	--	32.30	--
Eaton Vance Glb Macr Absolt Retrn R6	(7/19)	3.65	52	9.82	18	-3.13	78	4.21	--	4.00	--	2.63	--	3.03	--	-0.24	--
Dynamic Alternatives Index		3.19	--	6.66	--	-4.24	--	5.07	--	2.29	--	-5.19	--	6.39	--	0.54	--

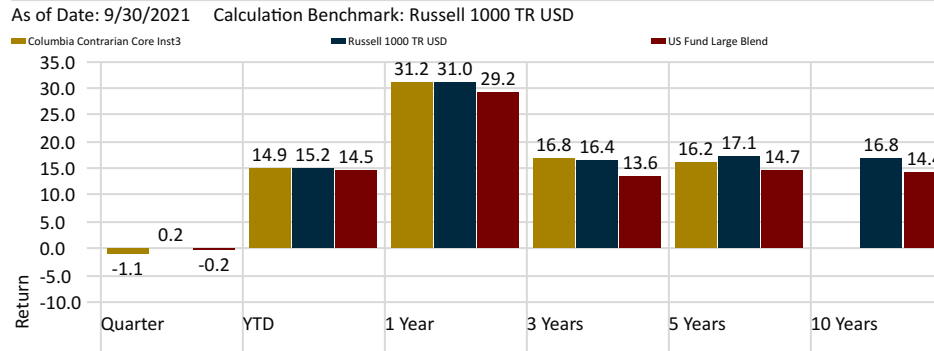
Data Source: Morningstar, SEI Investments

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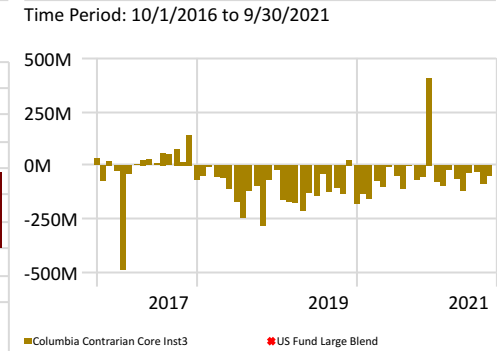
Key Information

Morningstar Category	US Fund Large Blend
Morningstar Rating Overall	★★★
Inception Date	11/8/2012
Expense Ratio	0.64
Fund Size (Mil)	12,574.77
Portfolio Date	8/31/2021
Manager Name	Guy W. Pope

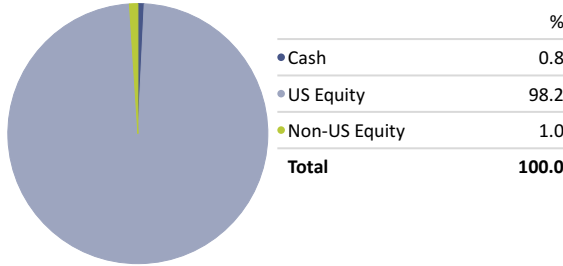
Returns



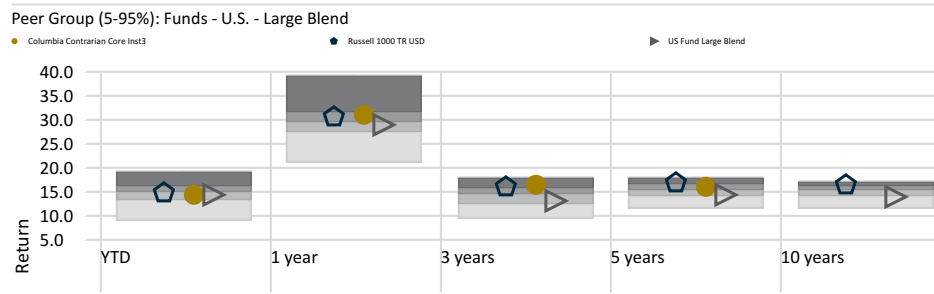
Monthly Estimated Fund-Level Net Flow



Asset Allocation

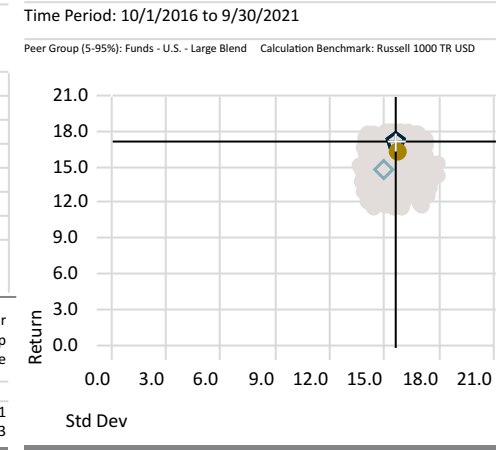


Performance Relative to Peer Group

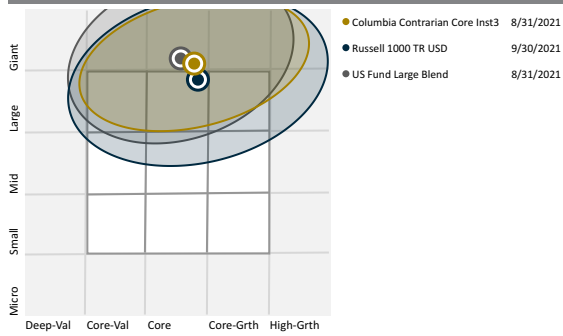


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Columbia Contrarian Core Inst3	14.87	3	31.17	2	16.84	1	16.22	2		
Russell 1000 TR USD	15.19	3	30.96	2	16.43	1	17.11	1	16.76	1
US Fund Large Blend	14.54	3	29.18	3	13.61	3	14.75	3	14.45	3

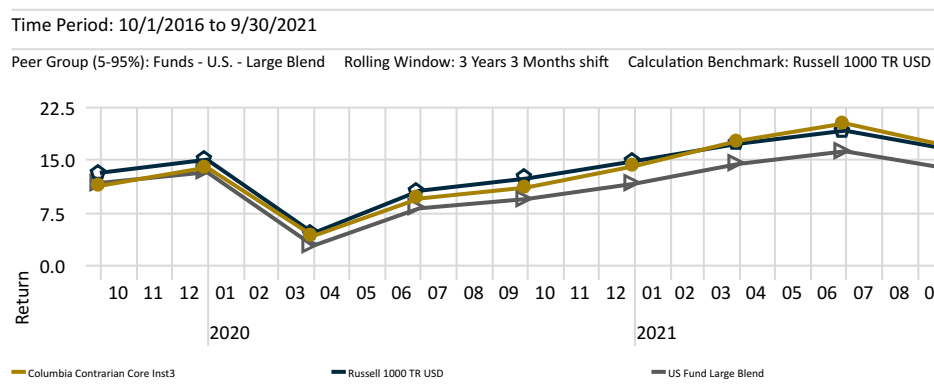
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - Columbia Contrarian Core Inst3

Time Period: 10/1/2016 to 9/30/2021

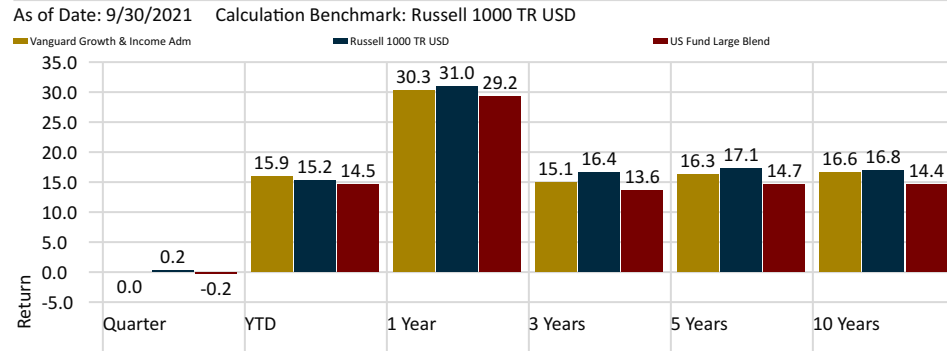
Calculation Benchmark: Russell 1000 TR USD

	Inv	Bmk1
Return	16.22	17.11
Std Dev	15.73	15.60
Downside Deviation	1.62	0.00
Alpha	-0.74	0.00
Beta	1.00	1.00
R2	98.03	100.00
Sharpe Ratio (arith)	0.96	1.02
Tracking Error	2.21	0.00

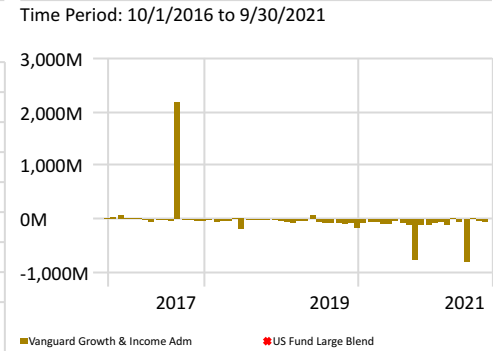
Key Information

Morningstar Category	US Fund Large Blend
Morningstar Rating Overall	★★★★
Inception Date	5/14/2001
Expense Ratio	0.22
Fund Size (Mil)	13,025.88
Portfolio Date	6/30/2021
Manager Name	Multiple

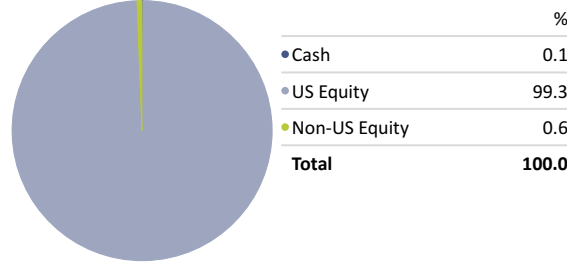
Returns



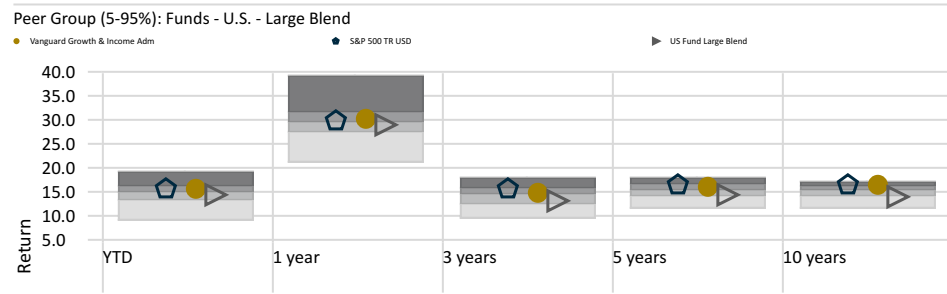
Monthly Estimated Fund-Level Net Flow



Asset Allocation

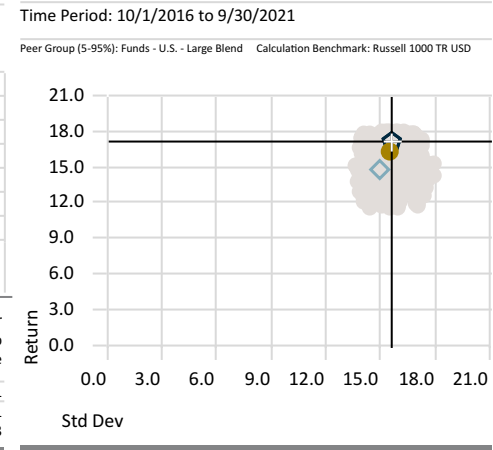


Performance Relative to Peer Group

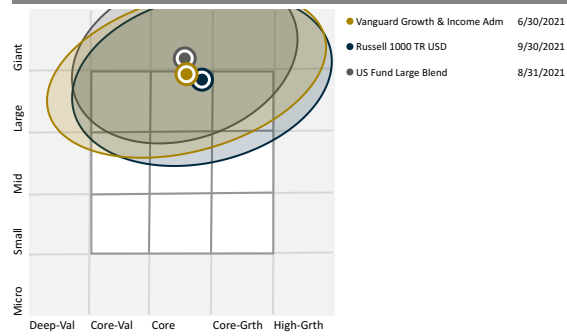


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Vanguard Growth & Income Adm	15.87	2	30.34	2	15.05	2	16.31	2	16.62	1
Russell 1000 TR USD	15.19	3	30.96	2	16.43	1	17.11	1	16.76	1
US Fund Large Blend	14.54	3	29.18	3	13.61	3	14.75	3	14.45	3

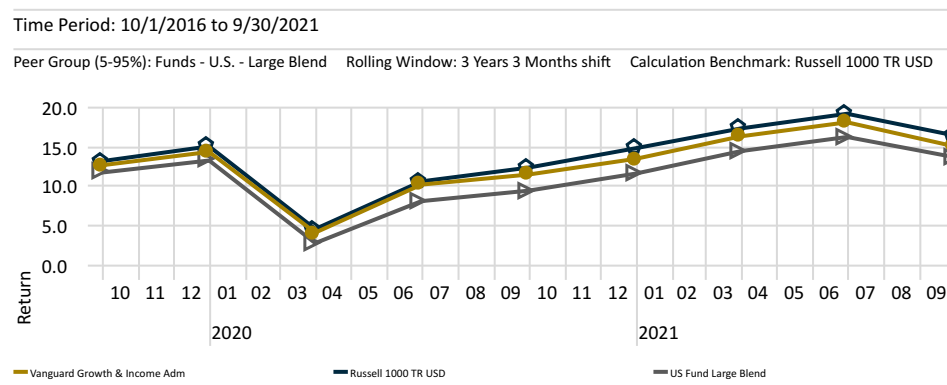
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - Vanguard Growth & Income Adm

Time Period: 10/1/2016 to 9/30/2021

Calculation Benchmark: Russell 1000 TR USD

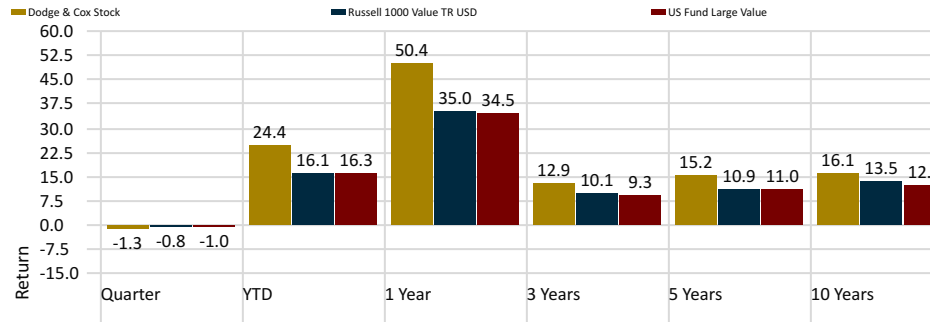
	Inv	Bmk1
Return	16.31	17.11
Std Dev	15.49	15.60
Downside Deviation	0.86	0.00
Alpha	-0.55	0.00
Beta	0.99	1.00
R2	99.47	100.00
Sharpe Ratio (arith)	0.98	1.02
Tracking Error	1.15	0.00

Key Information

Morningstar Category: US Fund Large Value
 Morningstar Rating Overall: ★★★★★
 Inception Date: 1/4/1965
 Expense Ratio: 0.52
 Fund Size (Mil): 91,239.59
 Portfolio Date: 6/30/2021
 Manager Name: Multiple

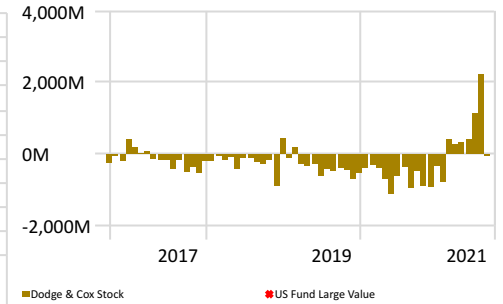
Returns

As of Date: 9/30/2021 Calculation Benchmark: Russell 1000 Value TR USD

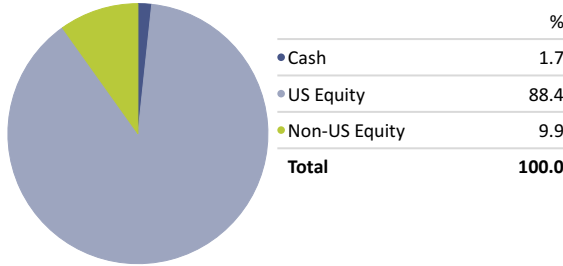


Monthly Estimated Fund-Level Net Flow

Time Period: 10/1/2016 to 9/30/2021

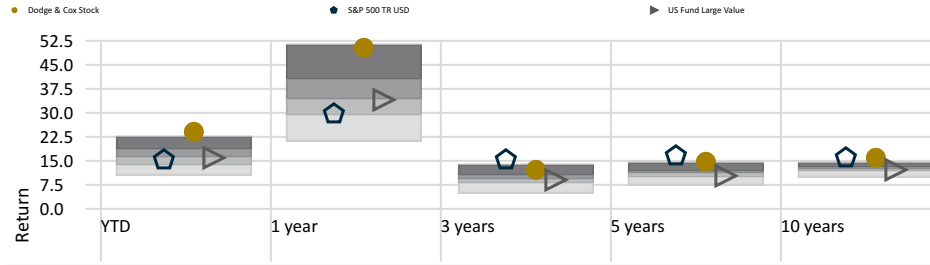


Asset Allocation



Performance Relative to Peer Group

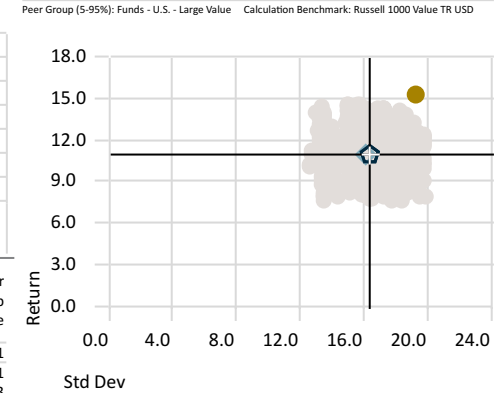
Peer Group (5-95%): Funds - U.S. - Large Value



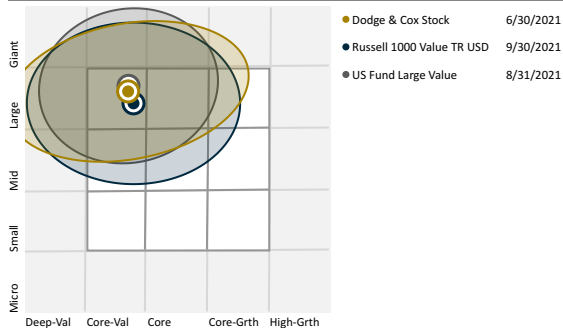
	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Dodge & Cox Stock	24.44	1	50.41	1	12.89	1	15.17	1	16.13	1
Russell 1000 Value TR USD	16.14	2	35.01	2	10.07	2	10.94	3	13.51	1
US Fund Large Value	16.29	2	34.54	2	9.30	3	10.97	3	12.42	3

Risk-Reward

Time Period: 10/1/2016 to 9/30/2021



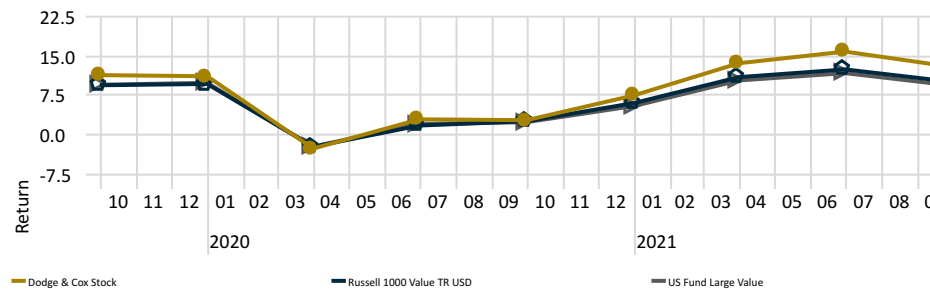
Holdings-Based Style Map



Rolling Returns

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Large Value Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 1000 Value TR USD



Risk - Dodge & Cox Stock

Time Period: 10/1/2016 to 9/30/2021

Calculation Benchmark: Russell 1000 Value TR USD

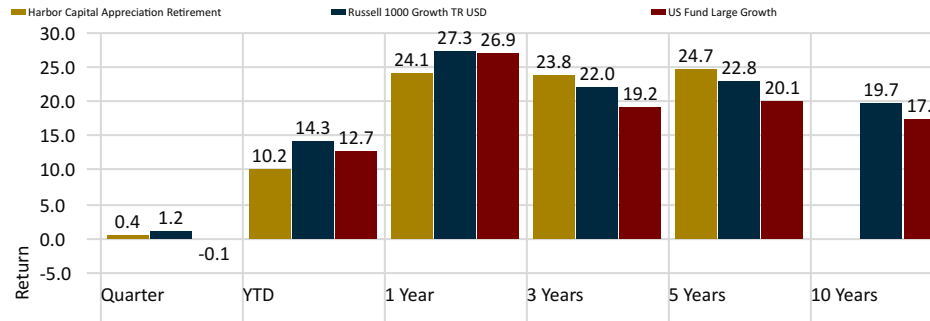
	Inv	Bmk1
Return	15.17	10.94
Std Dev	19.22	16.30
Downside Deviation	2.39	0.00
Alpha	2.67	0.00
Beta	1.15	1.00
R2	95.49	100.00
Sharpe Ratio (arith)	0.73	0.60
Tracking Error	4.79	0.00

Key Information

Morningstar Category	US Fund Large Growth
Morningstar Rating Overall	★★★★
Inception Date	3/1/2016
Expense Ratio	0.59
Fund Size (Mil)	39,620.82
Portfolio Date	6/30/2021
Manager Name	Multiple

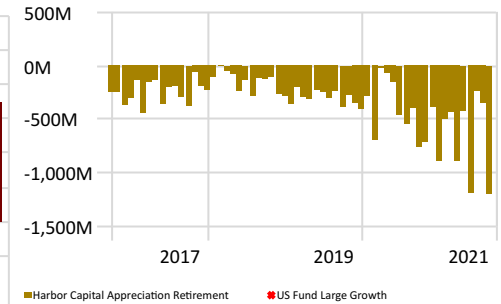
Returns

As of Date: 9/30/2021 Calculation Benchmark: Russell 1000 Growth TR USD

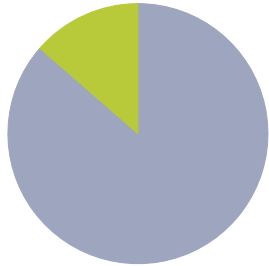


Monthly Estimated Fund-Level Net Flow

Time Period: 10/1/2016 to 9/30/2021



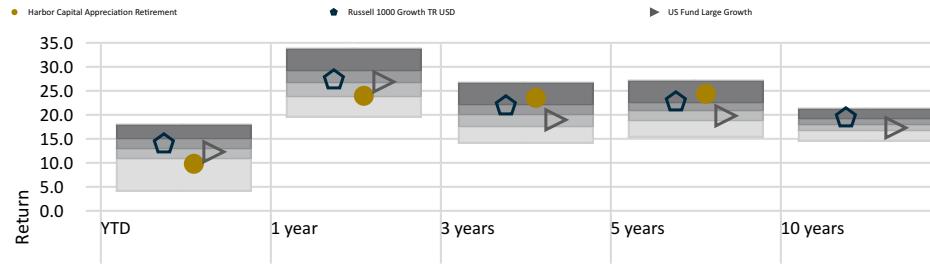
Asset Allocation



US Equity	86.4
Non-US Equity	13.6
Total	100.0

Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Large Growth

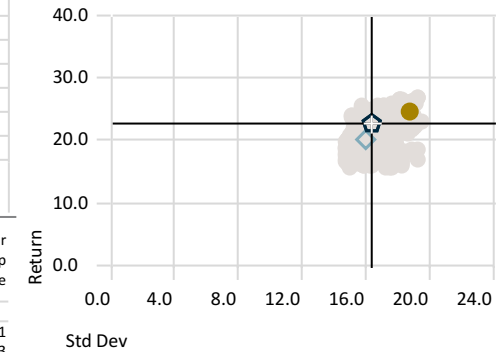


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Harbor Capital Appreciation Retirement	10.20	4	24.11	3	23.85	1	24.71	1		
Russell 1000 Growth TR USD	14.30	2	27.32	2	22.00	1	22.84	1	19.68	1
US Fund Large Growth	12.73	3	26.85	2	19.19	3	20.07	3	17.39	3

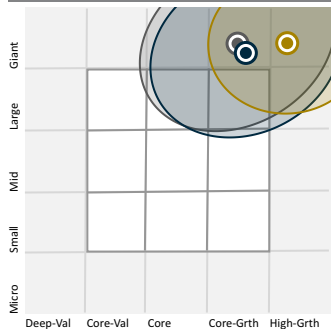
Risk-Reward

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Large Growth Calculation Benchmark: Russell 1000 Growth TR USD



Holdings-Based Style Map

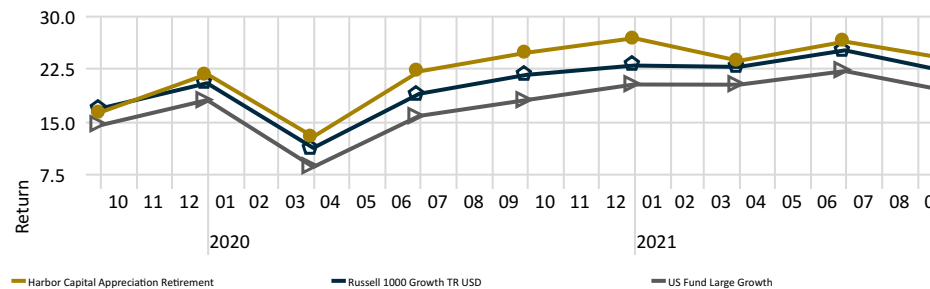


Harbor Capital Appreciation Retirement	6/30/2021
Russell 1000 Growth TR USD	9/30/2021
US Fund Large Growth	8/31/2021

Rolling Returns

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Large Growth Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 1000 Growth TR USD



Risk - Harbor Capital Appreciation Retirement

Time Period: 10/1/2016 to 9/30/2021

Calculation Benchmark: Russell 1000 Growth TR USD

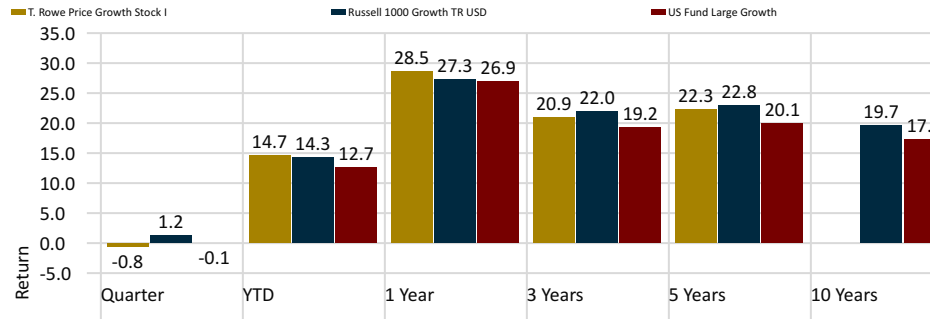
	Inv	Bmk1
Return	24.71	22.84
Std Dev	18.68	16.40
Downside Deviation	3.19	0.00
Alpha	-0.28	0.00
Beta	1.11	1.00
R2	94.18	100.00
Sharpe Ratio (arith)	1.26	1.32
Tracking Error	4.84	0.00

Key Information

Morningstar Category	US Fund Large Growth
Morningstar Rating Overall	★★★★
Inception Date	8/28/2015
Expense Ratio	0.52
Fund Size (Mil)	73,145.15
Portfolio Date	6/30/2021
Manager Name	Joseph B. Fath

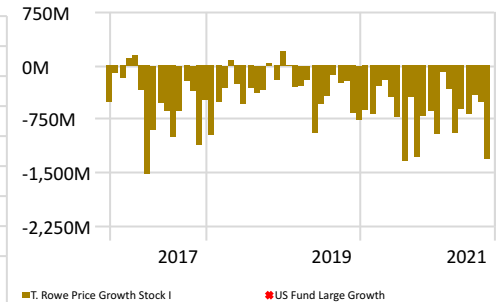
Returns

As of Date: 9/30/2021 Calculation Benchmark: Russell 1000 Growth TR USD

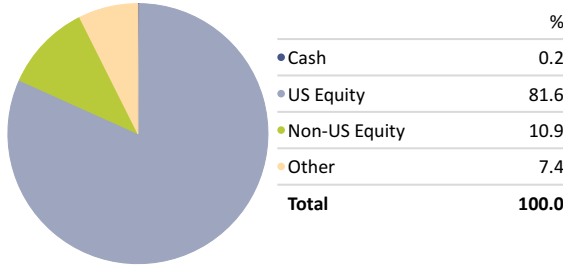


Monthly Estimated Fund-Level Net Flow

Time Period: 10/1/2016 to 9/30/2021

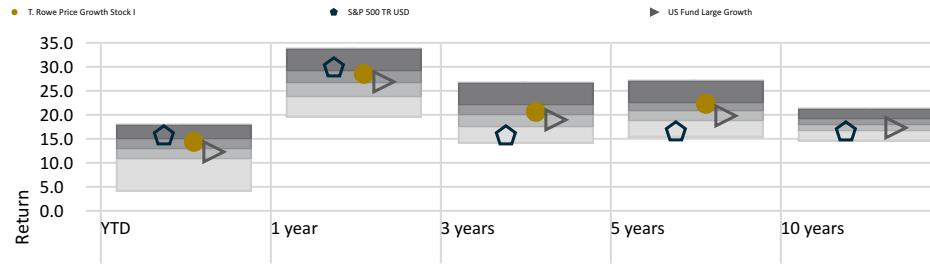


Asset Allocation



Performance Relative to Peer Group

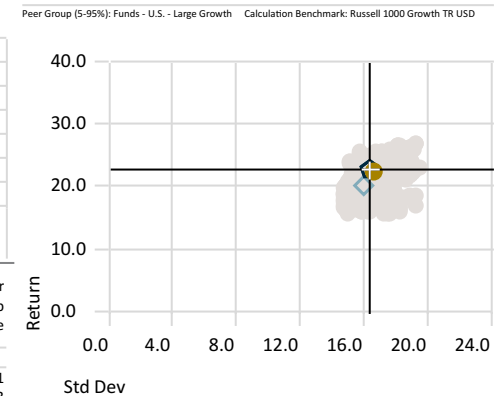
Peer Group (5-95%): Funds - U.S. - Large Growth



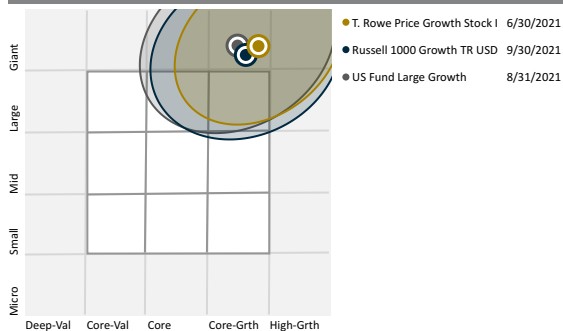
	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
T. Rowe Price Growth Stock I	14.70	2	28.50	2	20.95	2	22.29	2		
Russell 1000 Growth TR USD	14.30	2	27.32	2	22.00	1	22.84	1	19.68	1
US Fund Large Growth	12.73	3	26.85	2	19.19	3	20.07	3	17.39	3

Risk-Reward

Time Period: 10/1/2016 to 9/30/2021



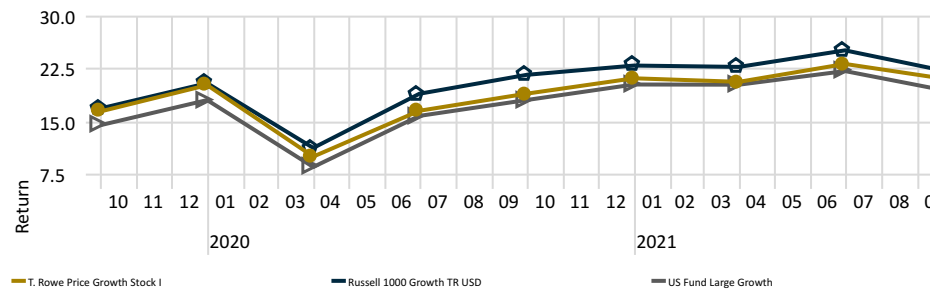
Holdings-Based Style Map



Rolling Returns

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Large Growth Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 1000 Growth TR USD



Risk - T. Rowe Price Growth Stock I

Time Period: 10/1/2016 to 9/30/2021

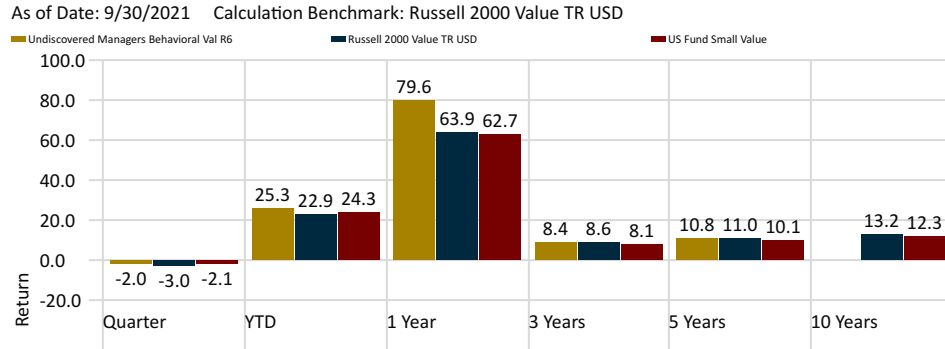
Calculation Benchmark: Russell 1000 Growth TR USD

	Inv	Bmk1
Return	22.29	22.84
Std Dev	16.63	16.40
Downside Deviation	2.44	0.00
Alpha	-0.24	0.00
Beta	0.99	1.00
R2	95.57	100.00
Sharpe Ratio (arith)	1.27	1.32
Tracking Error	3.51	0.00

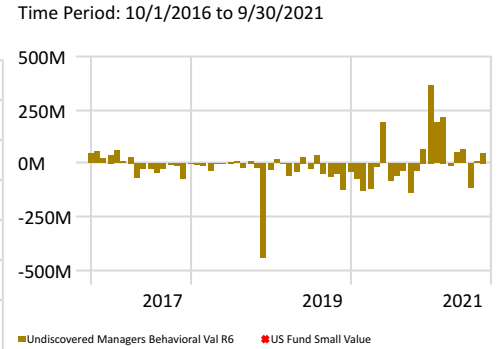
Key Information

Morningstar Category	US Fund Small Value
Morningstar Rating Overall	★★★
Inception Date	4/30/2013
Expense Ratio	0.80
Fund Size (Mil)	7,244.71
Portfolio Date	8/31/2021
Manager Name	Multiple

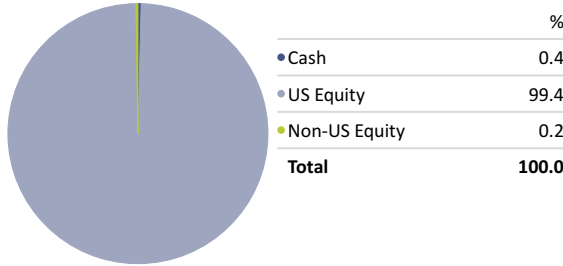
Returns



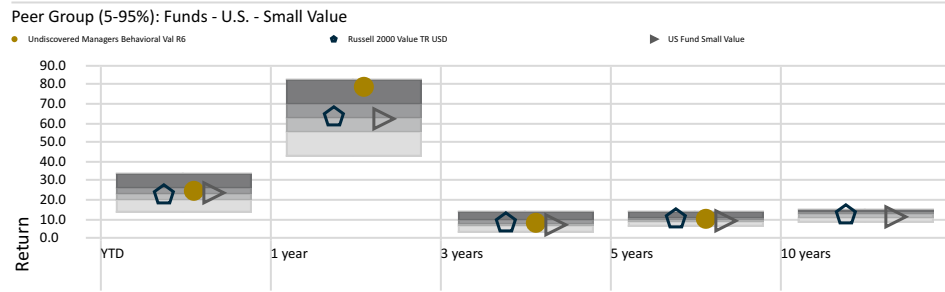
Monthly Estimated Fund-Level Net Flow



Asset Allocation

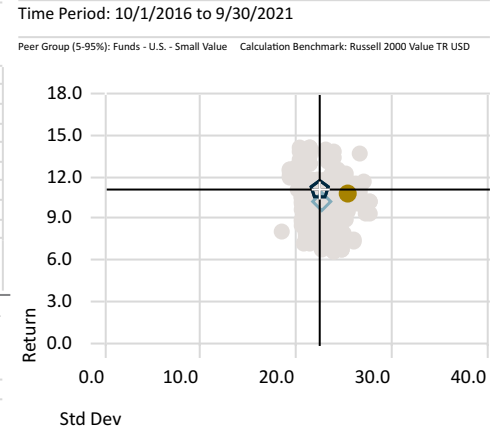


Performance Relative to Peer Group

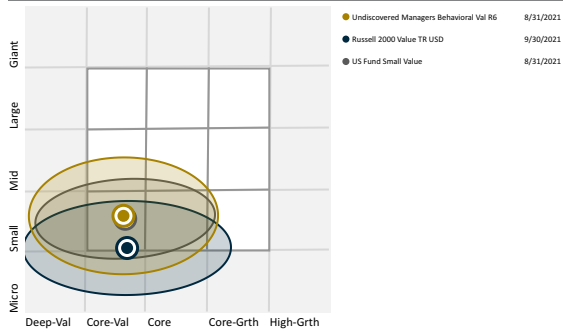


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Undiscovered Managers Behavioral Val R6	25.35	2	79.57	1	8.43	2	10.79	2		
Russell 2000 Value TR USD	22.92	3	63.92	2	8.58	2	11.03	2	13.22	2
US Fund Small Value	24.32	2	62.66	2	8.14	3	10.14	2	12.32	3

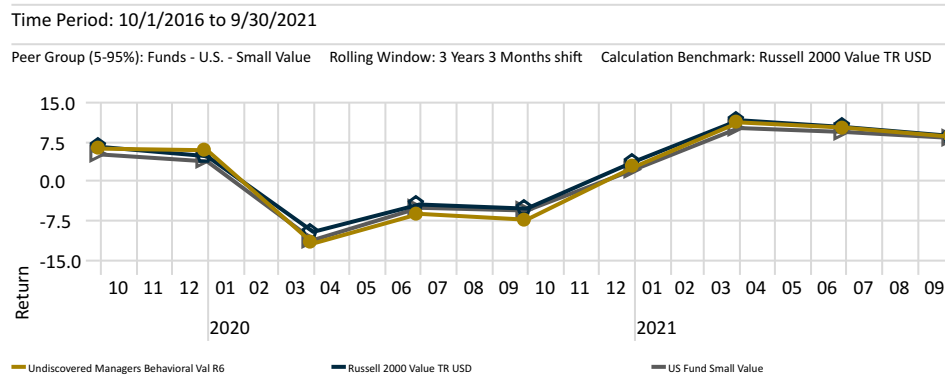
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - Undiscovered Managers Behavioral Val R6

Time Period: 10/1/2016 to 9/30/2021

Calculation Benchmark: Russell 2000 Value TR USD

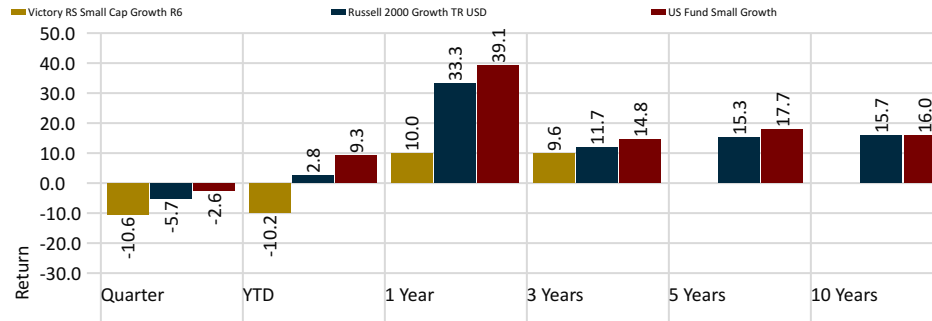
	Inv	Bmk1
Return	10.79	11.03
Std Dev	25.32	22.39
Downside Deviation	4.44	0.00
Alpha	-0.67	0.00
Beta	1.10	1.00
R2	94.85	100.00
Sharpe Ratio (arith)	0.38	0.44
Tracking Error	6.19	0.00

Key Information

Morningstar Category	US Fund Small Growth
Morningstar Rating Overall	★
Inception Date	7/12/2017
Expense Ratio	1.05
Fund Size (Mil)	2,430.85
Portfolio Date	6/30/2021
Manager Name	Multiple

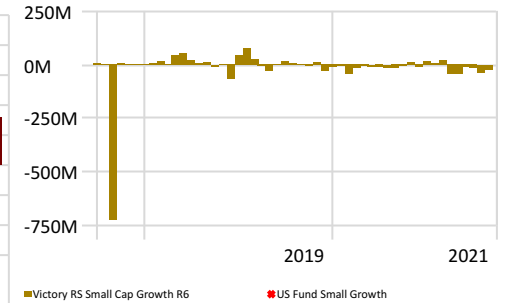
Returns

As of Date: 9/30/2021 Calculation Benchmark: Russell 2000 Growth TR USD

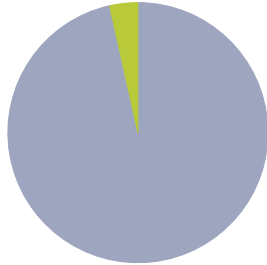


Monthly Estimated Fund-Level Net Flow

Time Period: 7/1/2017 to 9/30/2021



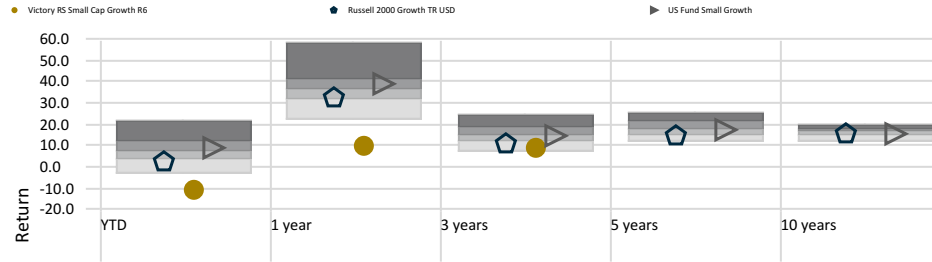
Asset Allocation



US Equity	96.5
Non-US Equity	3.5
Total	100.0

Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Small Growth

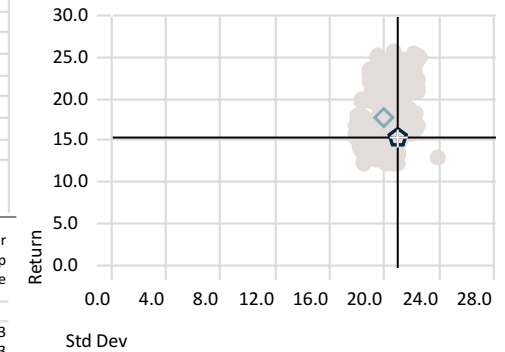


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Victory RS Small Cap Growth R6	-10.25	4	10.00	4	9.64	4				
Russell 2000 Growth TR USD	2.82	4	33.27	3	11.70	4	15.34	3	15.74	3
US Fund Small Growth	9.28	2	39.10	2	14.79	3	17.71	3	15.96	3

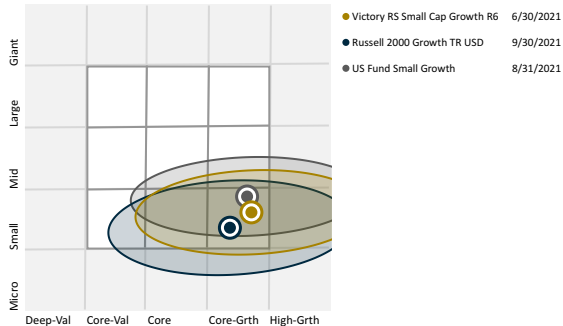
Risk-Reward

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Small Growth Calculation Benchmark: Russell 2000 Growth TR USD



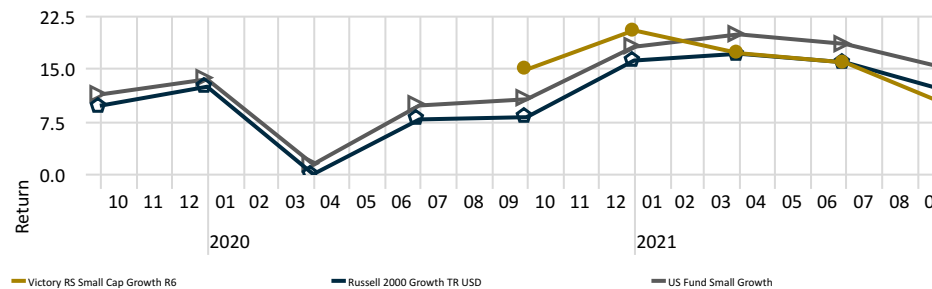
Holdings-Based Style Map



Rolling Returns

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Small Growth Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 2000 Growth TR USD



Risk - Victory RS Small Cap Growth R6

Time Period: 10/1/2016 to 9/30/2021

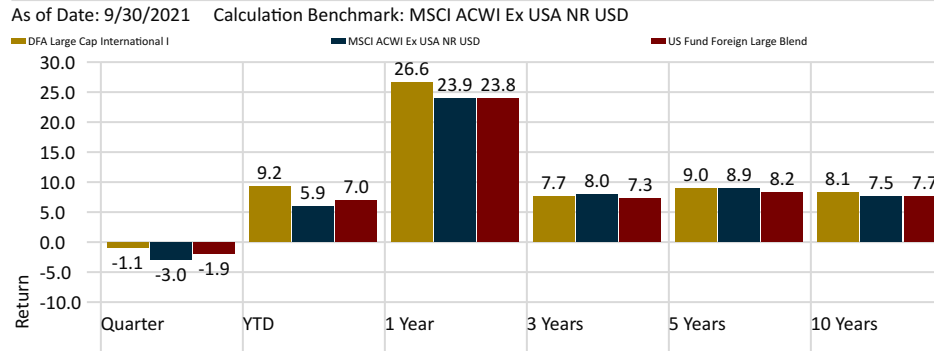
Calculation Benchmark: Russell 2000 Growth TR USD

	Inv	Bmk1
Return		15.34
Std Dev		20.95
Downside Deviation		0.00
Alpha		0.00
Beta		1.00
R2		100.00
Sharpe Ratio (arith)		0.68
Tracking Error		0.00

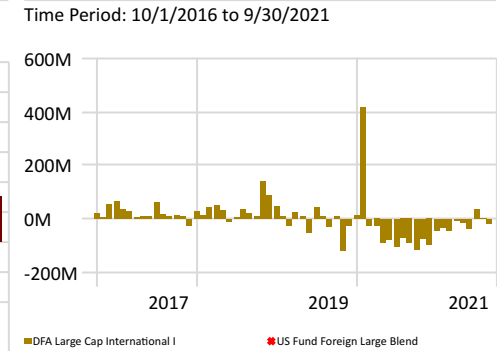
Key Information

Morningstar Category	US Fund Foreign Large Blend
Morningstar Rating Overall	★★★
Inception Date	7/17/1991
Expense Ratio	0.18
Fund Size (Mil)	5,849.66
Portfolio Date	8/31/2021
Manager Name	Multiple

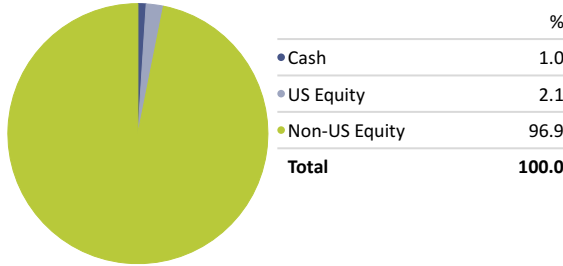
Returns



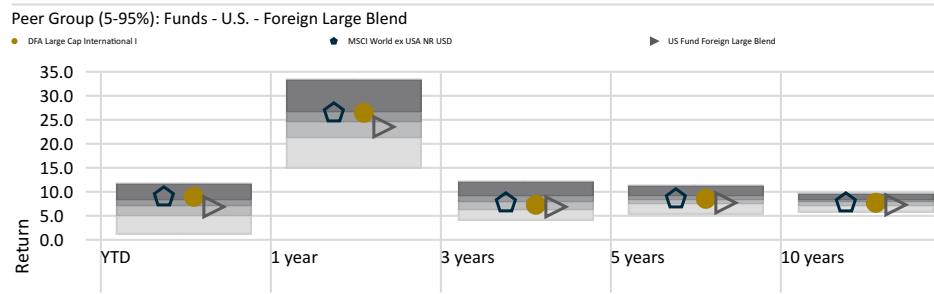
Monthly Estimated Fund-Level Net Flow



Asset Allocation

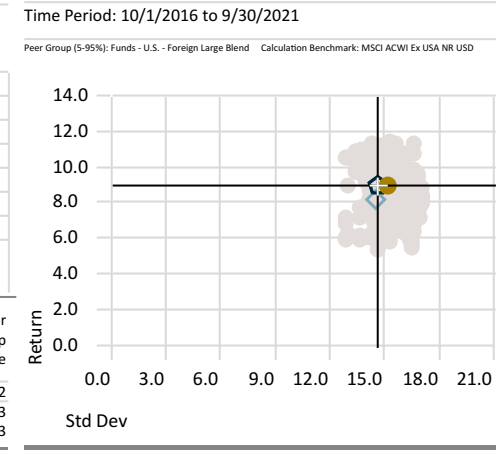


Performance Relative to Peer Group

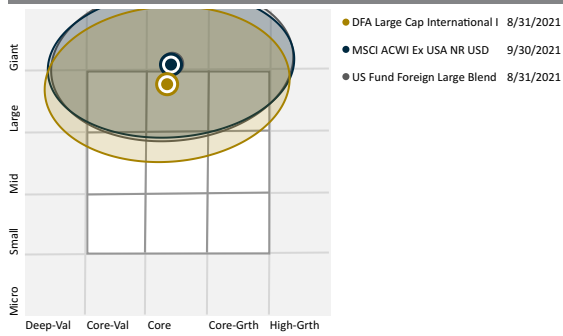


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
DFA Large Cap International I	9.19	1	26.59	2	7.70	3	8.99	2	8.13	2
MSCI ACWI Ex USA NR USD	5.90	3	23.92	3	8.03	2	8.94	2	7.48	3
US Fund Foreign Large Blend	7.02	3	23.79	3	7.32	3	8.18	3	7.70	3

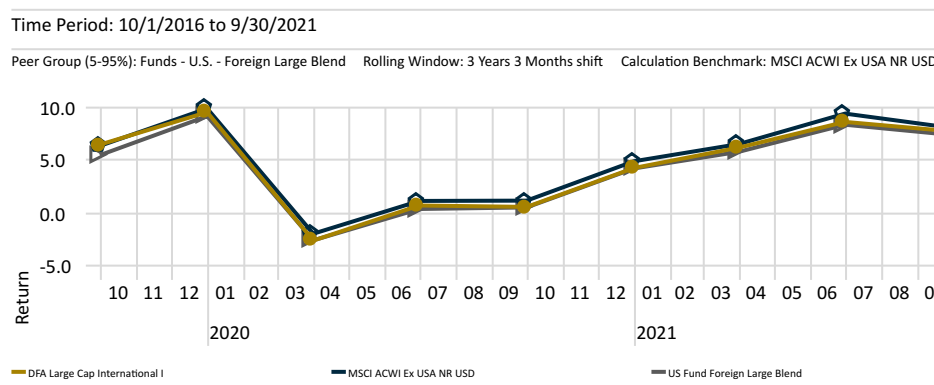
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - DFA Large Cap International I

Time Period: 10/1/2016 to 9/30/2021

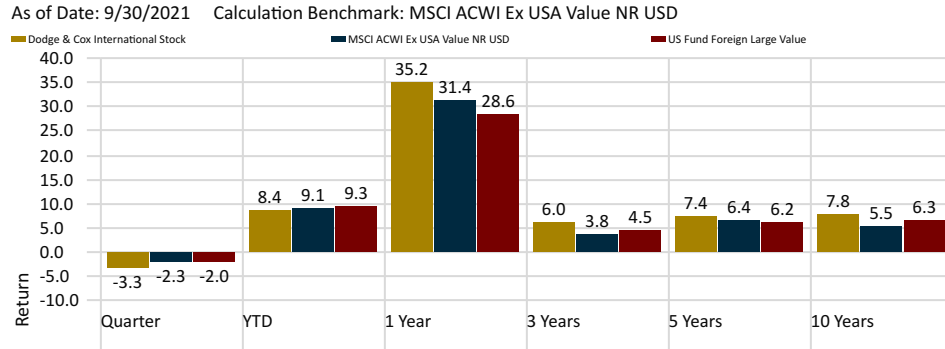
Calculation Benchmark: MSCI ACWI Ex USA NR USD

	Inv	Bmk1
Return	8.99	8.94
Std Dev	15.23	14.65
Downside Deviation	2.04	0.00
Alpha	-0.02	0.00
Beta	1.02	1.00
R2	96.08	100.00
Sharpe Ratio (arith)	0.52	0.53
Tracking Error	3.04	0.00

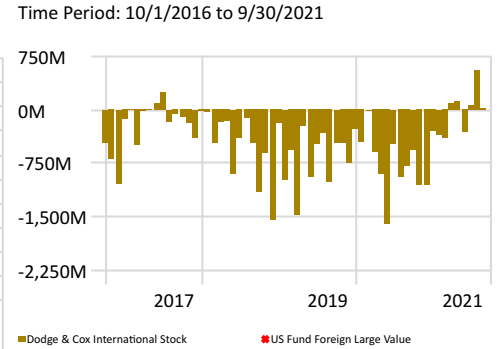
Key Information

Morningstar Category: US Fund Foreign Large Value
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/1/2001
 Expense Ratio: 0.63
 Fund Size (Mil): 43,650.46
 Portfolio Date: 6/30/2021
 Manager Name: Multiple

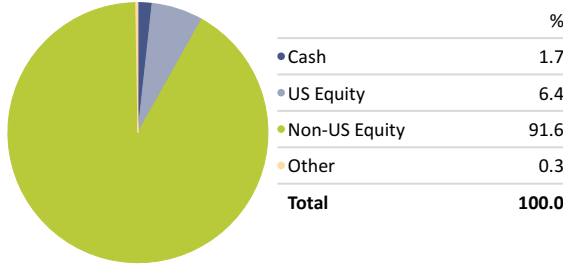
Returns



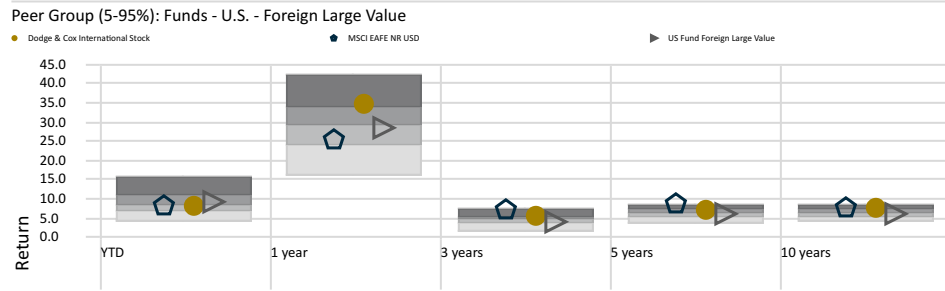
Monthly Estimated Fund-Level Net Flow



Asset Allocation

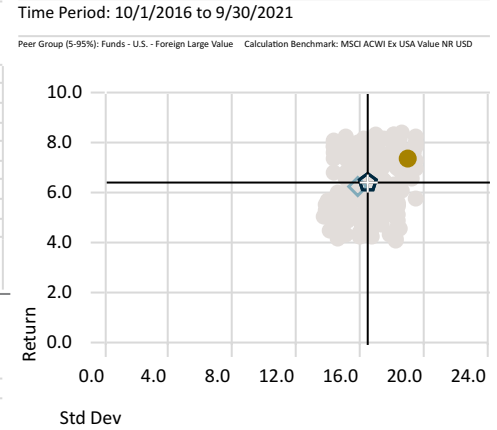


Performance Relative to Peer Group

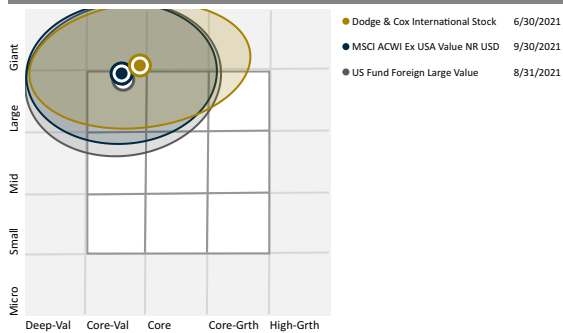


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Dodge & Cox International Stock	8.42	3	35.19	1	5.99	1	7.39	2	7.77	1
MSCI ACWI Ex USA Value NR USD	9.11	2	31.38	2	3.81	3	6.43	2	5.50	3
US Fund Foreign Large Value	9.31	2	28.63	3	4.53	3	6.21	3	6.34	3

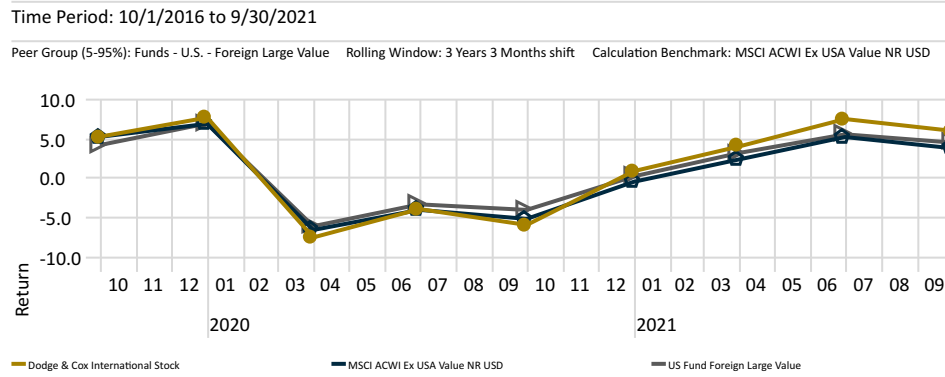
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - Dodge & Cox International Stock

Time Period: 10/1/2016 to 9/30/2021

Calculation Benchmark: MSCI ACWI Ex USA Value NR USD

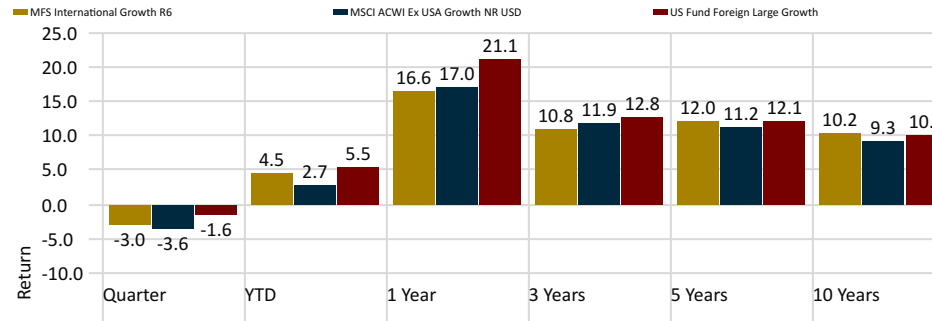
	Inv	Bmk1
Return	7.39	6.43
Std Dev	19.01	16.47
Downside Deviation	2.44	0.00
Alpha	0.46	0.00
Beta	1.14	1.00
R2	97.00	100.00
Sharpe Ratio (arith)	0.33	0.32
Tracking Error	3.99	0.00

Key Information

Morningstar Category	US Fund Foreign Large Growth
Morningstar Rating Overall	★★★
Inception Date	5/1/2006
Expense Ratio	0.72
Fund Size (Mil)	14,076.98
Portfolio Date	8/31/2021
Manager Name	Multiple

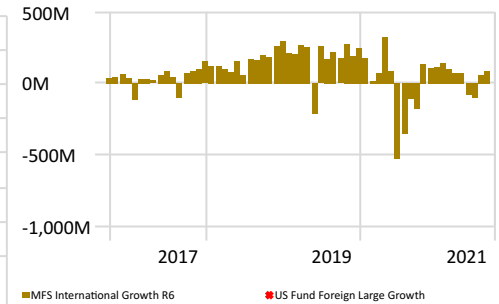
Returns

As of Date: 9/30/2021 Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD

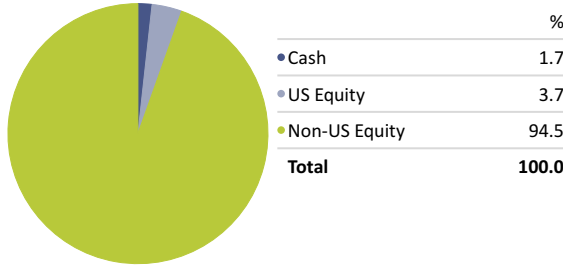


Monthly Estimated Fund-Level Net Flow

Time Period: 10/1/2016 to 9/30/2021

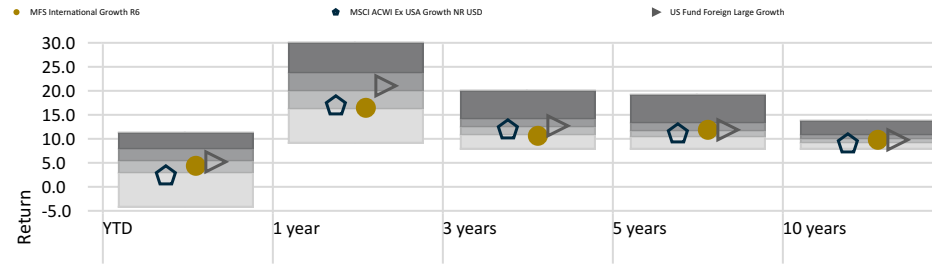


Asset Allocation



Performance Relative to Peer Group

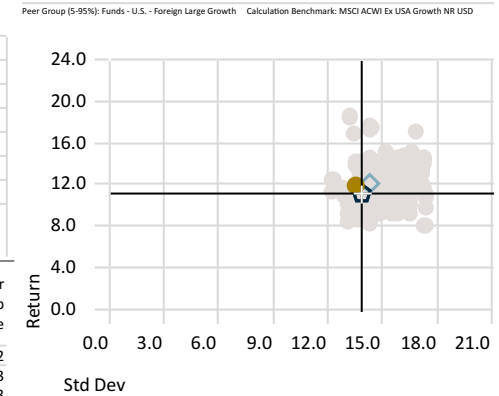
Peer Group (5-95%): Funds - U.S. - Foreign Large Growth



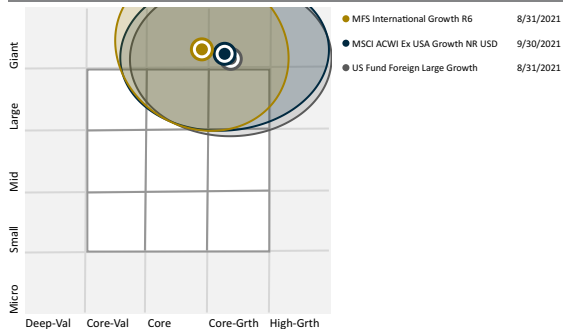
	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
MFS International Growth R6	4.48	3	16.58	3	10.78	4	11.97	2	10.21	2
MSCI ACWI Ex USA Growth NR USD	2.66	4	16.95	3	11.94	3	11.22	3	9.32	3
US Fund Foreign Large Growth	5.51	2	21.09	2	12.80	2	12.10	2	10.06	3

Risk-Reward

Time Period: 10/1/2016 to 9/30/2021



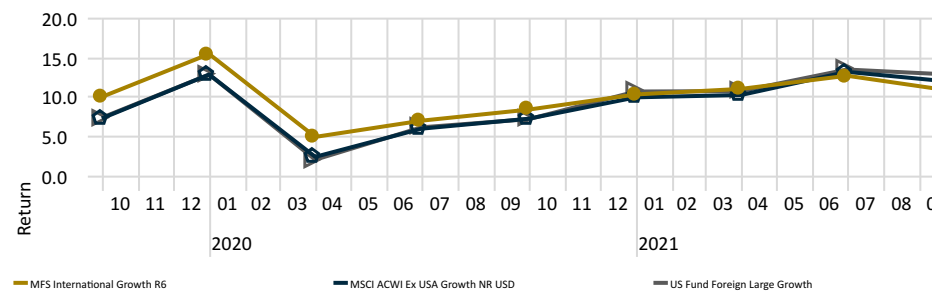
Holdings-Based Style Map



Rolling Returns

Time Period: 10/1/2016 to 9/30/2021

Peer Group (5-95%): Funds - U.S. - Foreign Large Growth Rolling Window: 3 Years 3 Months shift Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD



Risk - MFS International Growth R6

Time Period: 10/1/2016 to 9/30/2021

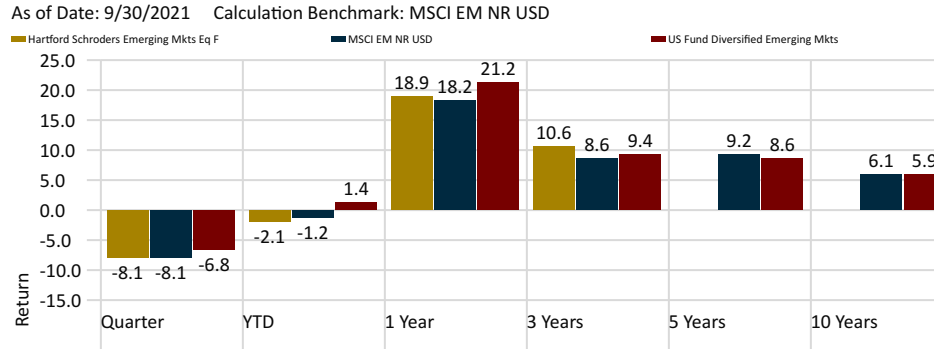
Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD

	Inv	Bmk1
Return	11.97	11.22
Std Dev	13.50	13.88
Downside Deviation	2.32	0.00
Alpha	1.21	0.00
Beta	0.94	1.00
R2	94.35	100.00
Sharpe Ratio (arith)	0.80	0.73
Tracking Error	3.31	0.00

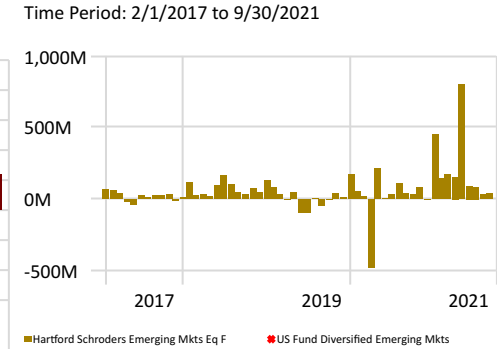
Key Information

Morningstar Category: US Fund Diversified Emerging Mkts
 Morningstar Rating Overall: ★★★★★
 Inception Date: 2/28/2017
 Expense Ratio: 1.08
 Fund Size (Mil): 6,653.65
 Portfolio Date: 8/31/2021
 Manager Name: Multiple

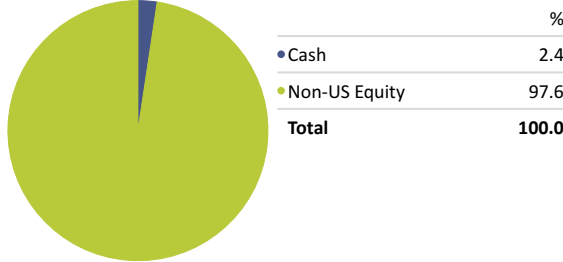
Returns



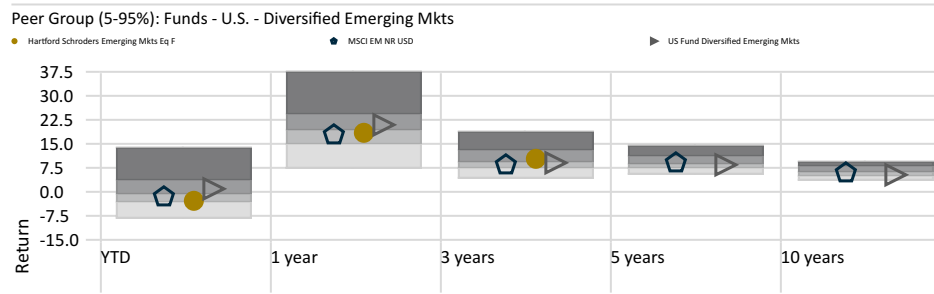
Monthly Estimated Fund-Level Net Flow



Asset Allocation

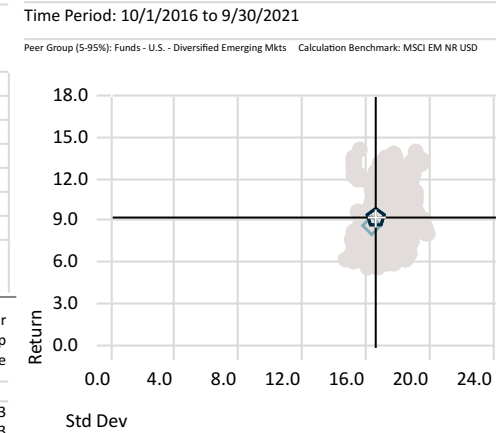


Performance Relative to Peer Group

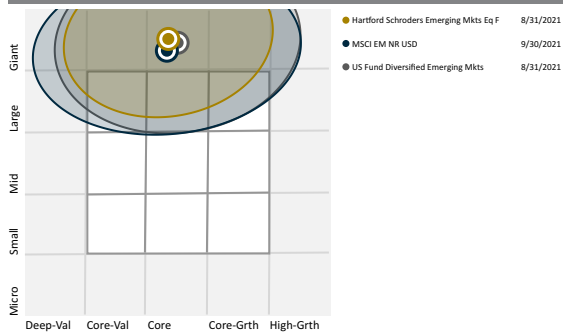


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Hartford Schroders Emerging Mkts Eq F	-2.07	3	18.86	3	10.59	2				
MSCI EM NR USD	-1.25	3	18.20	3	8.58	3	9.23	2	6.09	3
US Fund Diversified Emerging Mkts	1.42	2	21.19	2	9.39	3	8.62	3	5.89	3

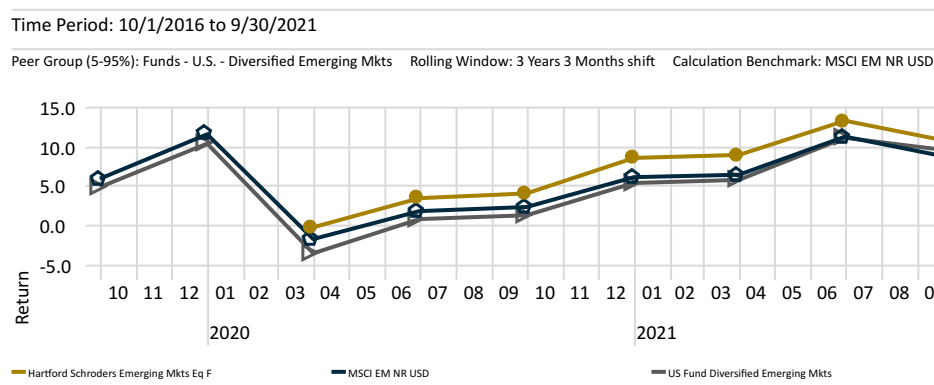
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - Hartford Schroders Emerging Mkts Eq F

Time Period: 10/1/2016 to 9/30/2021

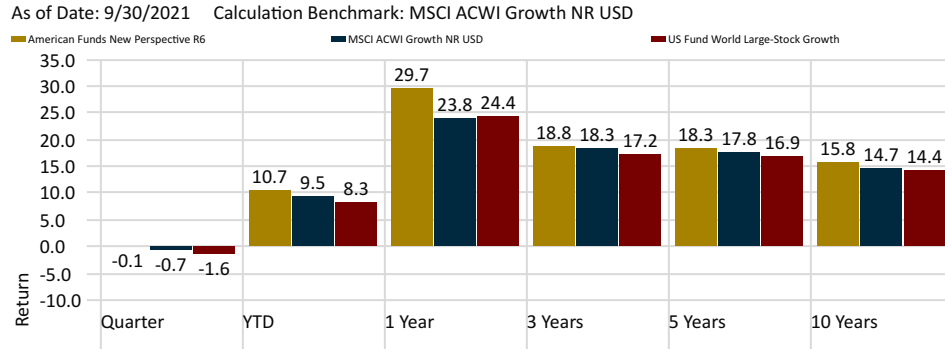
Calculation Benchmark: MSCI EM NR USD

	Inv	Bmk1
Return		9.23
Std Dev		16.66
Downside Deviation		0.00
Alpha		0.00
Beta		1.00
R2		100.00
Sharpe Ratio (arith)		0.49
Tracking Error		0.00

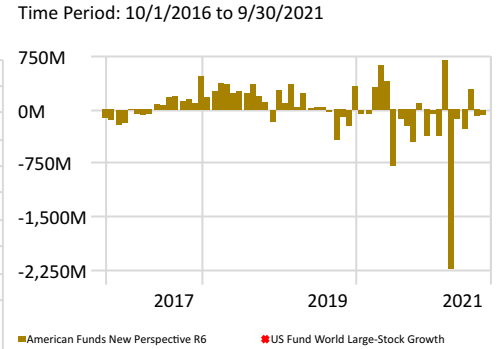
Key Information

Morningstar Category: US Fund World Large-Stock Growth
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/1/2009
 Expense Ratio: 0.42
 Fund Size (Mil): 141,340.49
 Portfolio Date: 6/30/2021
 Manager Name: Multiple

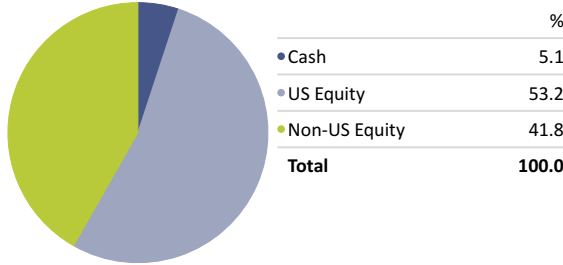
Returns



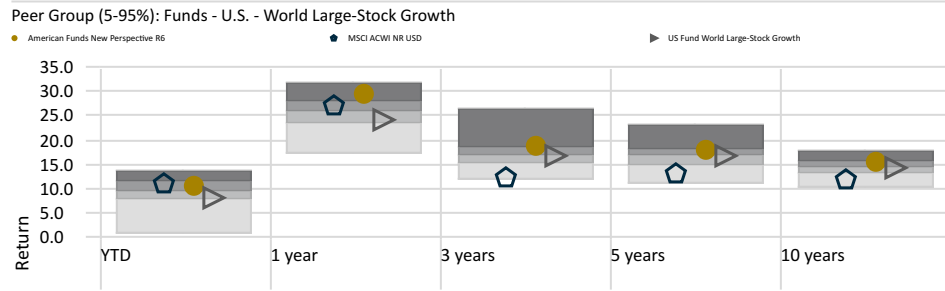
Monthly Estimated Fund-Level Net Flow



Asset Allocation

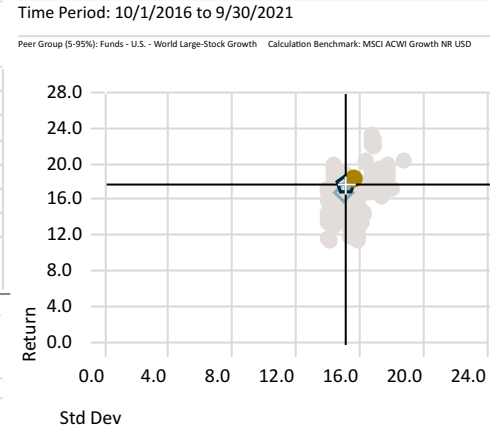


Performance Relative to Peer Group

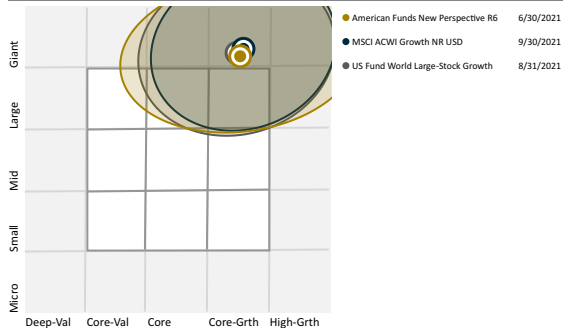


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
American Funds New Perspective R6	10.66	2	29.71	1	18.83	1	18.28	2	15.77	1
MSCI ACWI Growth NR USD	9.49	3	23.83	3	18.33	2	17.76	2	14.73	2
US Fund World Large-Stock Growth	8.28	3	24.44	3	17.17	2	16.88	3	14.39	3

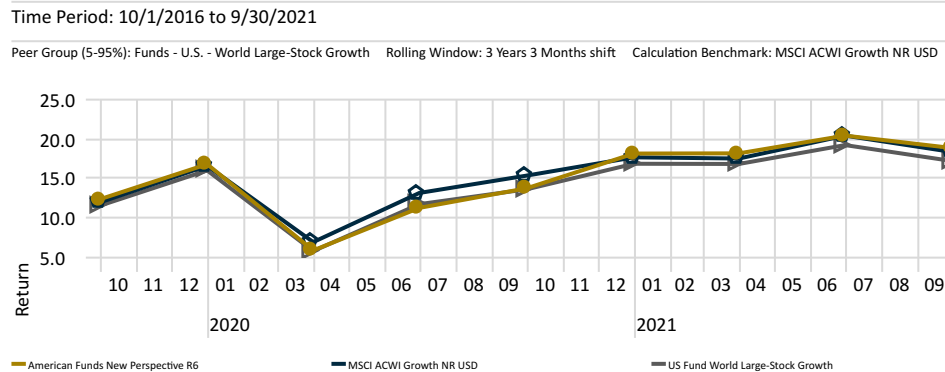
Risk-Reward



Holdings-Based Style Map



Rolling Returns



American Funds New Perspective R6 - Risk

Time Period: 10/1/2016 to 9/30/2021

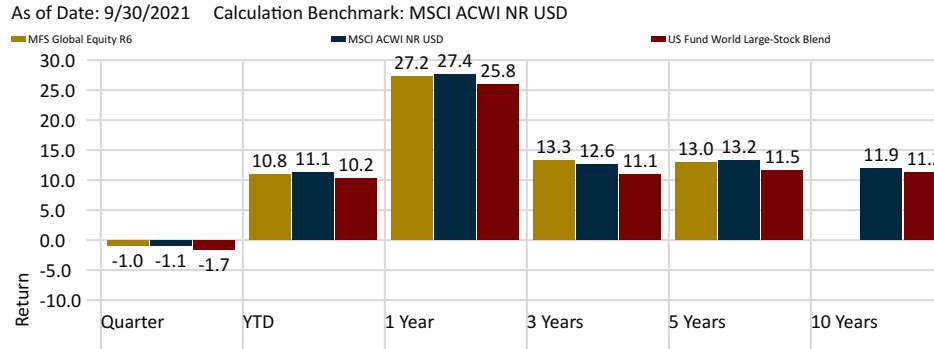
Calculation Benchmark: MSCI ACWI Growth NR USD

	Inv	Bmk1
Return	18.28	17.76
Std Dev	15.57	15.05
Downside Deviation	1.88	0.00
Alpha	0.23	0.00
Beta	1.02	1.00
R2	96.78	100.00
Sharpe Ratio (arith)	1.10	1.11
Tracking Error	2.82	0.00

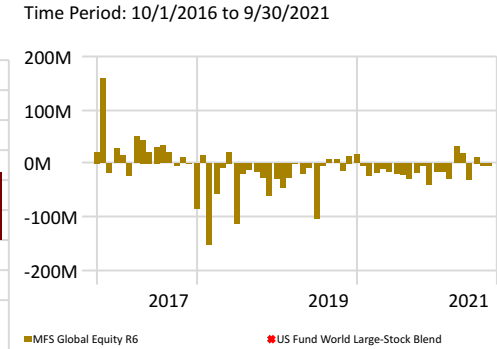
Key Information

Morningstar Category	US Fund World Large-Stock Blend
Morningstar Rating Overall	★★★
Inception Date	6/1/2012
Expense Ratio	0.82
Fund Size (Mil)	3,699.18
Portfolio Date	8/31/2021
Manager Name	Multiple

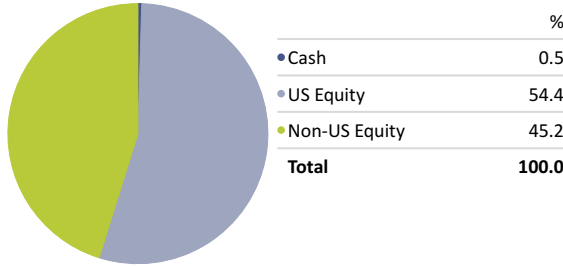
Returns



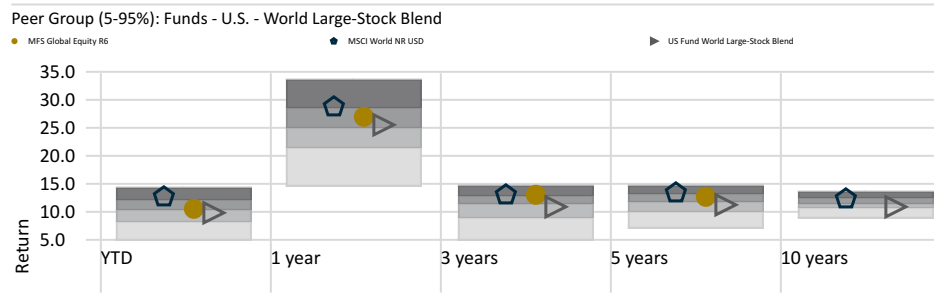
Monthly Estimated Fund-Level Net Flow



Asset Allocation

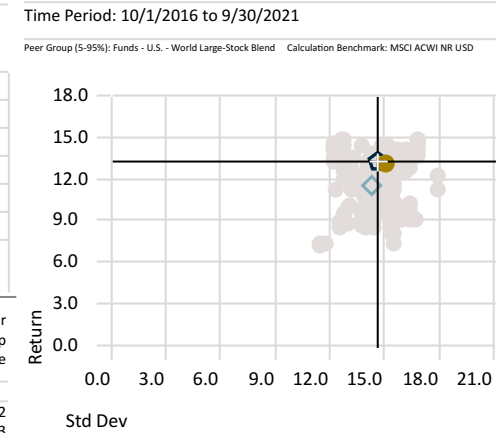


Performance Relative to Peer Group

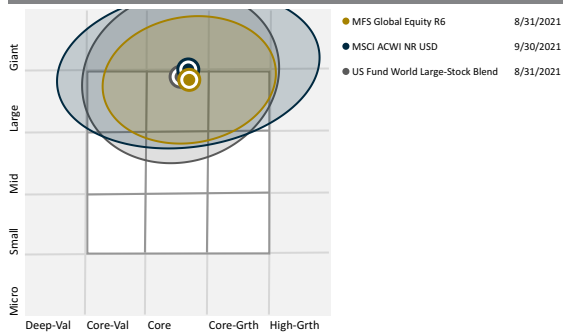


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
MFS Global Equity R6	10.80	2	27.21	2	13.29	1	13.04	2		
MSCI ACWI NR USD	11.12	2	27.44	2	12.58	2	13.20	1	11.90	2
US Fund World Large-Stock Blend	10.20	3	25.76	2	11.06	3	11.52	3	11.22	3

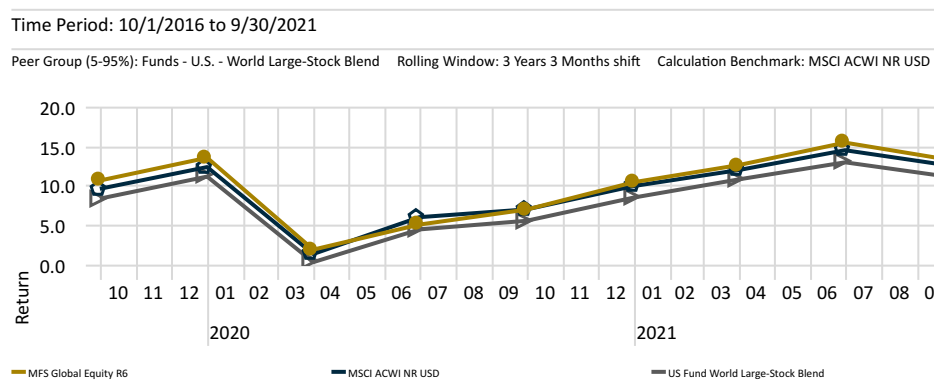
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Risk - MFS Global Equity R6

Time Period: 10/1/2016 to 9/30/2021

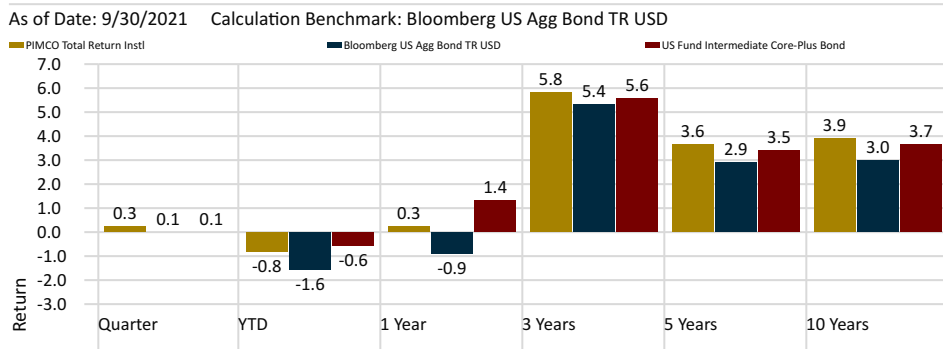
Calculation Benchmark: MSCI ACWI NR USD

	Inv	Bmk1
Return	13.04	13.20
Std Dev	15.10	14.65
Downside Deviation	2.50	0.00
Alpha	-0.09	0.00
Beta	1.00	1.00
R2	94.56	100.00
Sharpe Ratio (arith)	0.79	0.82
Tracking Error	3.53	0.00

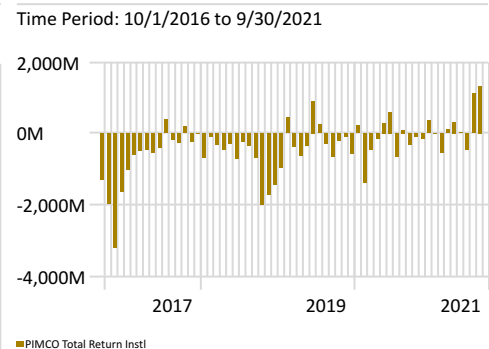
Key Information

Morningstar Category US Fund Intermediate Core-Plus Bond
 Morningstar Rating Overall **★★★**
 Inception Date 5/11/1987
 Expense Ratio 0.47
 Fund Size (Mil) 71,330.00
 Portfolio Date 6/30/2021
 Manager Name Multiple

Returns

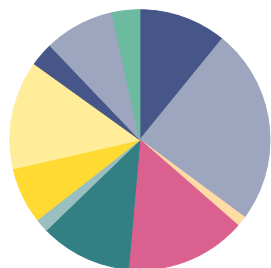


Monthly Estimated Fund-Level Net Flow



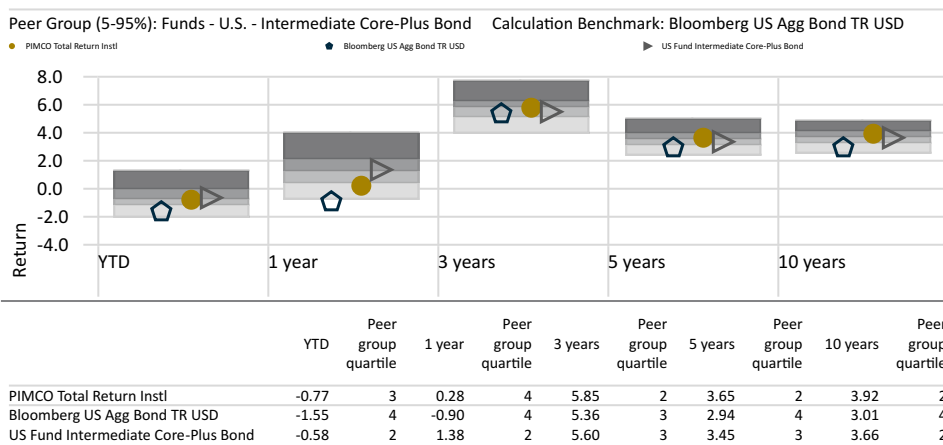
Fixed-Inc Sectors (Morningstar) - PIMCO Total Return Instl

Portfolio Date: 6/30/2021

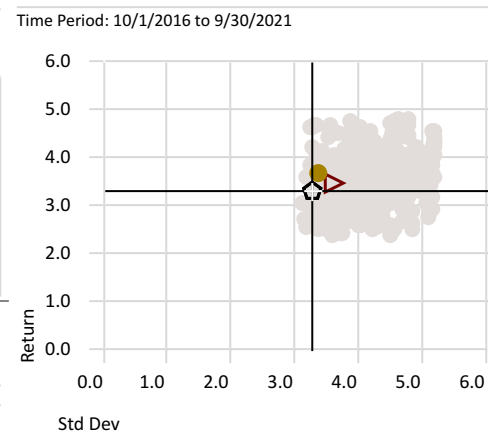


Sector	%
Government	10.9
Government Related	24.3
Convertible	1.3
Corporate Bond	15.0
Agency Mortgage-Backed	11.4
Non-Agency Residential Mortgage-Backed	1.7
Asset-Backed	7.0
Cash & Equivalents	13.5
Swap	3.0
Forward/Future	8.6
Other	3.5
Total	100.0

Performance Relative to Peer Group



Risk-Reward



Morningstar Style Box - PIMCO Total Return Instl

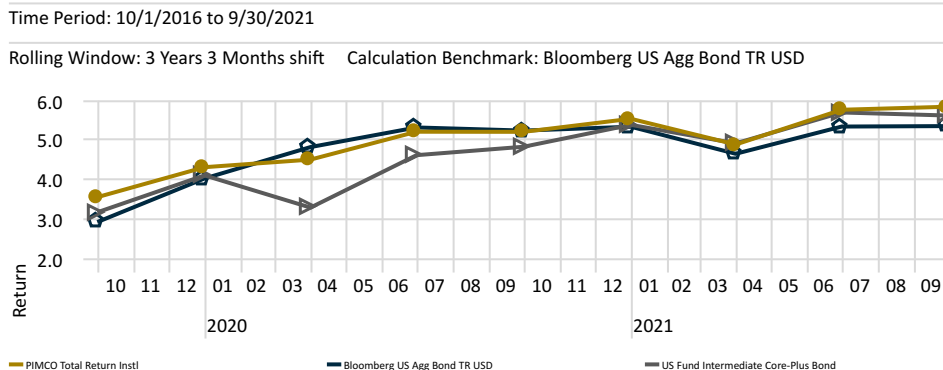
Portfolio Date: 6/30/2021

Morningstar Fixed Income Style Box™ Fixed-Income Stats

Not Available

Average Eff Duration	5.5
Average Eff Maturity	7.7
Average Coupon	2.8
Average Price	107.5

Rolling Returns



Risk - PIMCO Total Return Instl

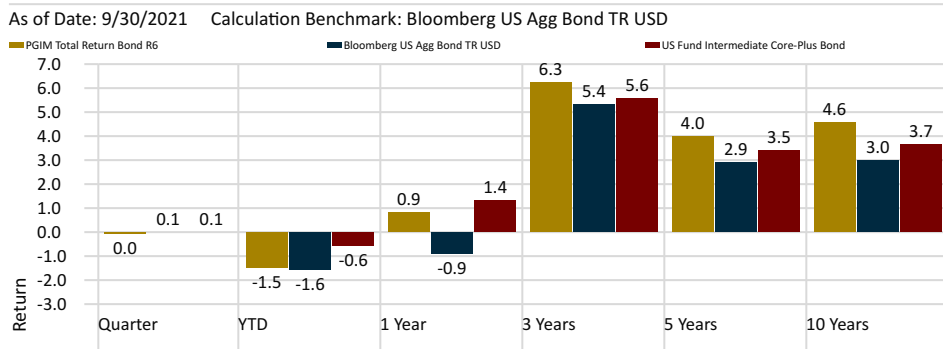
Time Period: 10/1/2016 to 9/30/2021
 Calculation Benchmark: Bloomberg US Agg Bond TR USD

	Inv	Bmk1
Return	3.65	2.94
Std Dev	3.36	3.31
Downside Deviation	0.73	0.00
Alpha	0.74	0.00
Beta	0.97	1.00
R2	90.16	100.00
Information Ratio (geo)	0.65	
Tracking Error	1.05	0.00

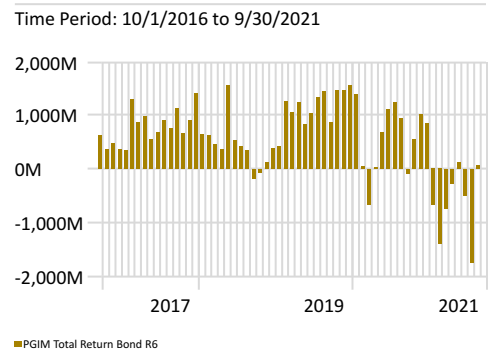
Key Information

Morningstar Category US Fund Intermediate Core-Plus Bond
 Morningstar Rating Overall ★★★★★
 Inception Date 12/27/2010
 Expense Ratio 0.39
 Fund Size (Mil) 57,793.19
 Portfolio Date 8/31/2021
 Manager Name Multiple

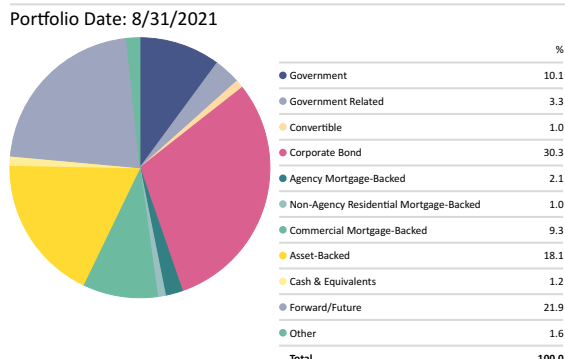
Returns



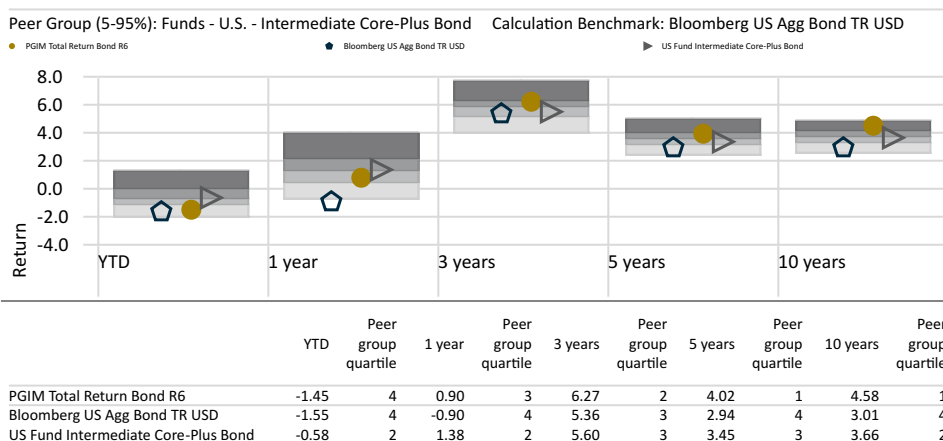
Monthly Estimated Fund-Level Net Flow



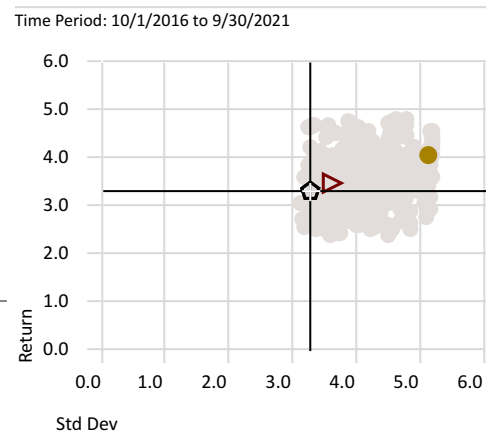
Fixed-Inc Sectors (Morningstar) - PGIM Total Return Bond



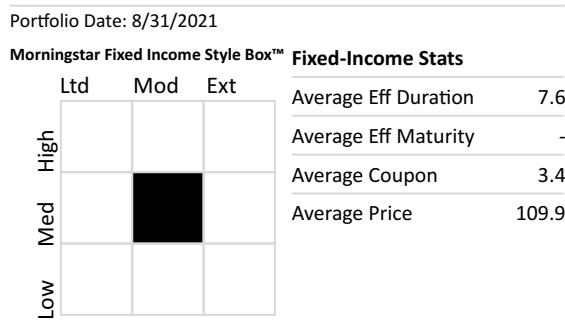
Performance Relative to Peer Group



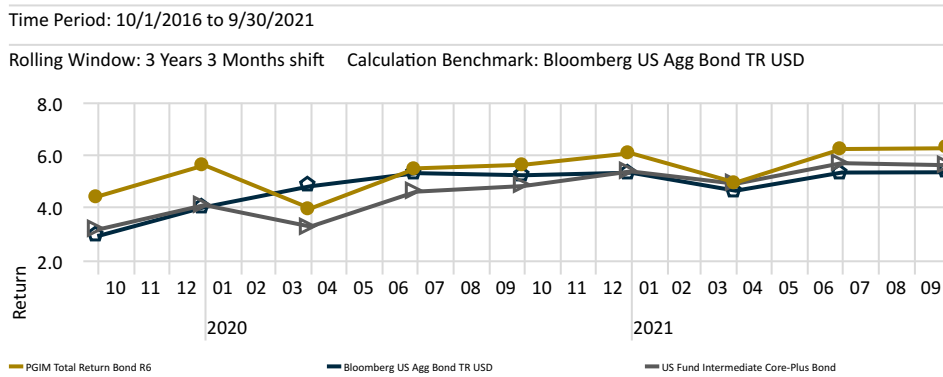
Risk-Reward



Morningstar Style Box - PGIM Total Return Bond R6



Rolling Returns



Risk - PGIM Total Return Bond R6

Time Period: 10/1/2016 to 9/30/2021

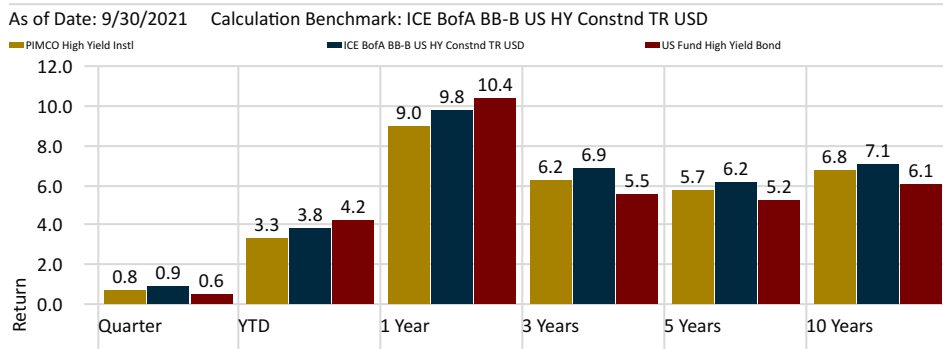
Calculation Benchmark: Bloomberg US Agg Bond TR USD

	Inv	Bmk1
Return	4.02	2.94
Std Dev	5.14	3.31
Downside Deviation	2.70	0.00
Alpha	0.61	0.00
Beta	1.28	1.00
R2	66.38	100.00
Information Ratio (geo)	0.34	
Tracking Error	3.10	0.00

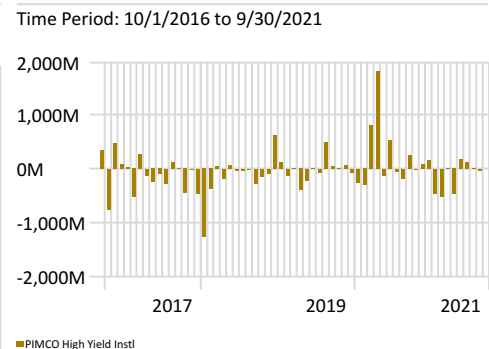
Key Information

Morningstar Category: US Fund High Yield Bond
 Morningstar Rating Overall: ★★★★★
 Inception Date: 12/15/1992
 Expense Ratio: 0.56
 Fund Size (Mil): 11,207.28
 Portfolio Date: 6/30/2021
 Manager Name: Multiple

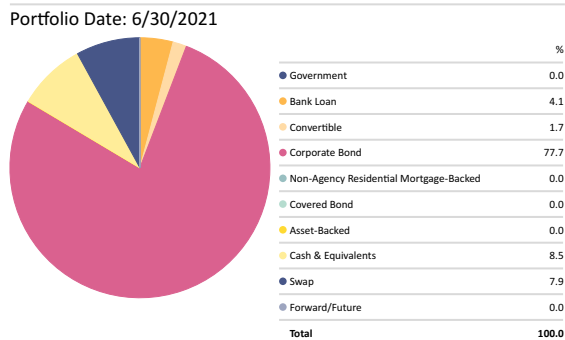
Returns



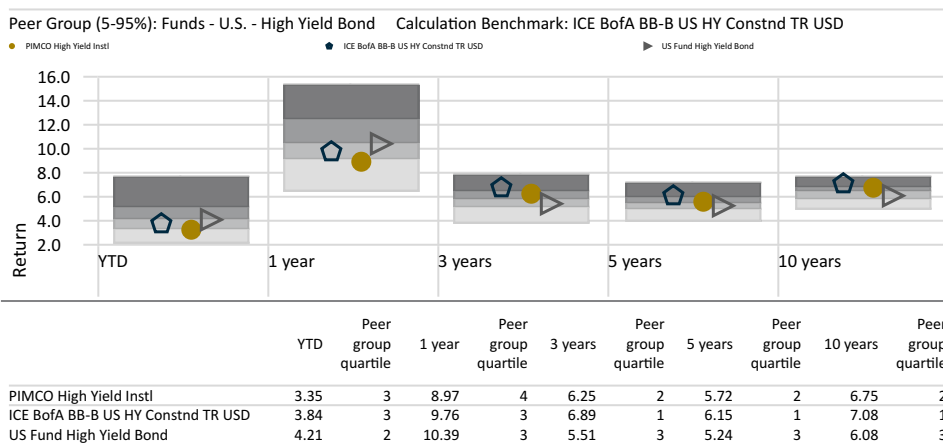
Monthly Estimated Fund-Level Net Flow



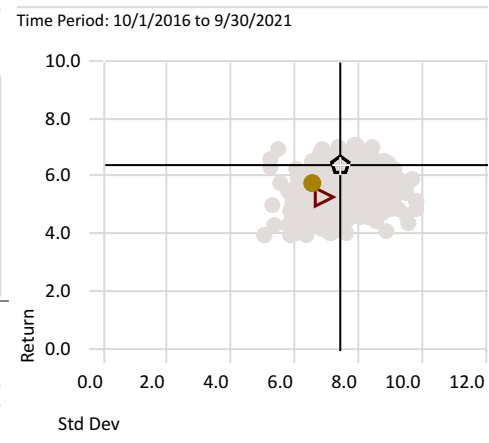
Fixed-Inc Sectors (Morningstar) - PIMCO High Yield Instl



Performance Relative to Peer Group



Risk-Reward



Morningstar Style Box - PIMCO High Yield Instl

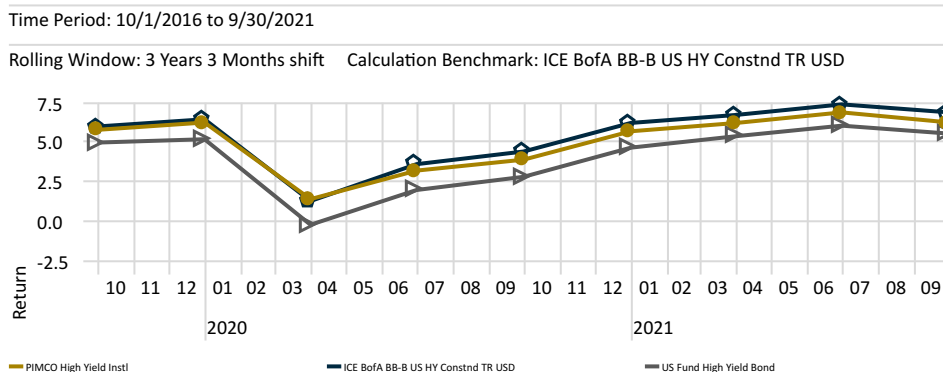
Portfolio Date: 6/30/2021

Morningstar Fixed Income Style Box™ Fixed-Income Stats

Not Available

Average Eff Duration	3.6
Average Eff Maturity	5.5
Average Coupon	5.4
Average Price	105.8

Rolling Returns



Risk - PIMCO High Yield Instl

Time Period: 10/1/2016 to 9/30/2021

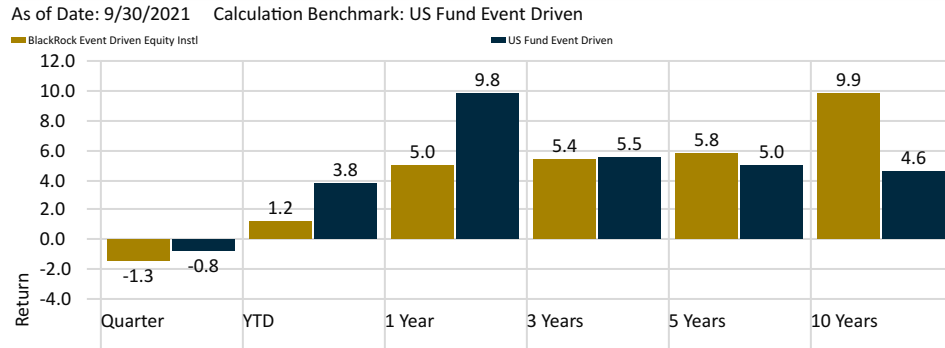
Calculation Benchmark: ICE BofA BB-B US HY Constnd TR USD

	Inv	Bmk1
Return	5.72	6.15
Std Dev	6.58	6.97
Downside Deviation	0.52	0.00
Alpha	-0.13	0.00
Beta	0.94	1.00
R2	99.19	100.00
Information Ratio (geo)	-0.56	
Tracking Error	0.73	0.00

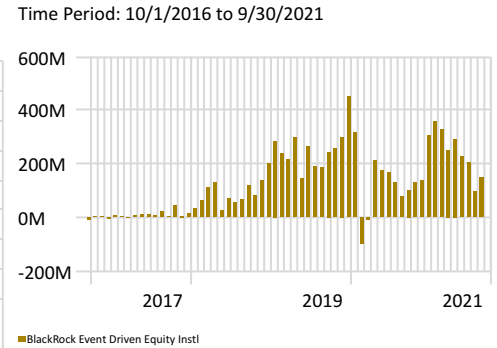
Key Information

Morningstar Category	US Fund Event Driven
Morningstar Rating Overall	★★★★
Inception Date	12/19/2007
Expense Ratio	1.32
Fund Size (Mil)	8,491.92
Portfolio Date	8/31/2021
Manager Name	Mark McKenna

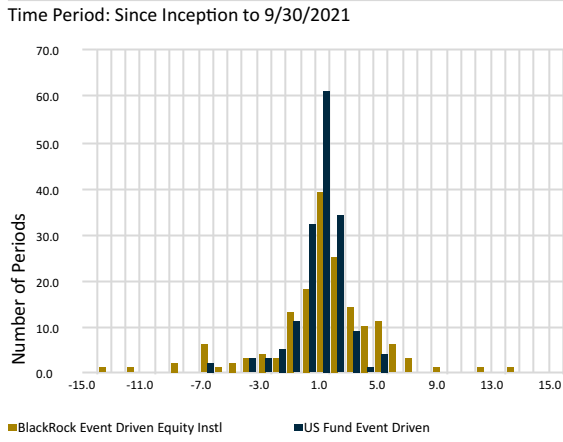
Returns



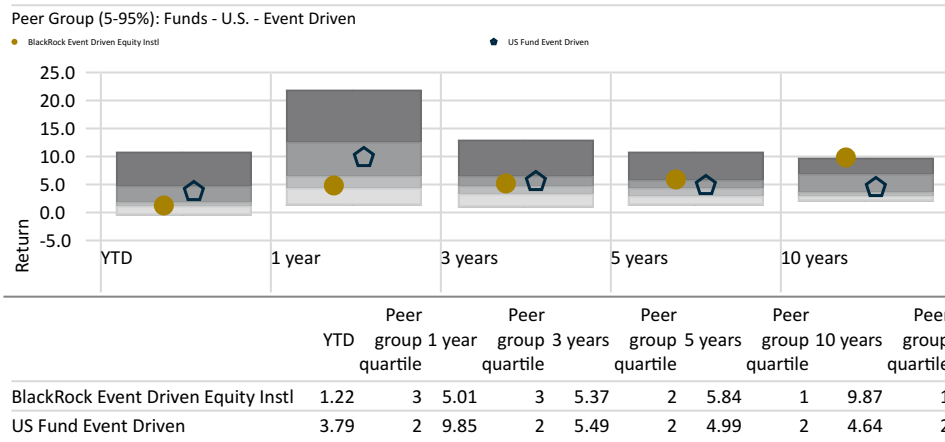
Monthly Estimated Fund-Level Net Flow



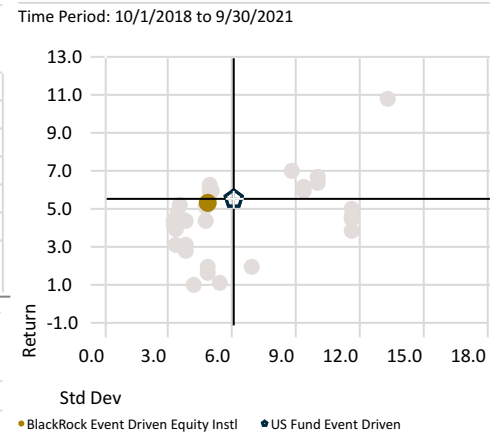
Return Distribution - BlackRock Event Driven Equity Instl



Performance Relative to Peer Group



Risk-Reward

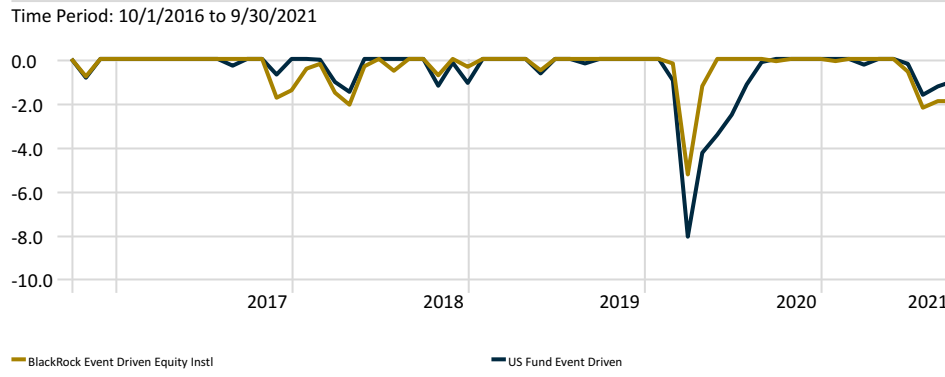


Correlation Matrix

Time Period: 1/1/2008 to 9/30/2021

	1	2	3
1 BlackRock Event Driven Equity Instl	1.00		
2 Bloomberg US Agg Bond TR USD	0.02	1.00	
3 S&P 500 TR (1989)	0.79	0.04	1.00

Drawdown



Risk - BlackRock Event Driven Equity Instl

Time Period: Since Inception to 9/30/2021

Calculation Benchmark: US Fund Event Driven

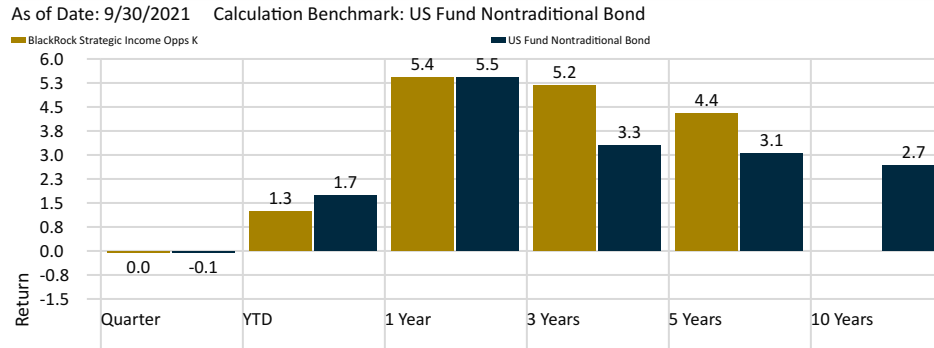
	Inv	Bmk1	+/- Bmk1
Return	5.50	3.30	2.21
Std Dev	12.94	5.84	7.11
Downside Deviation	5.99	0.00	5.99
Alpha	0.39	0.00	0.39
Beta	1.84	1.00	0.84
R2	69.61	100.00	-30.39
Sharpe Ratio (arith)	0.38	0.47	-0.09
Tracking Error	8.70	0.00	8.70

Source: Morningstar Direct, as of September 30, 2021, Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

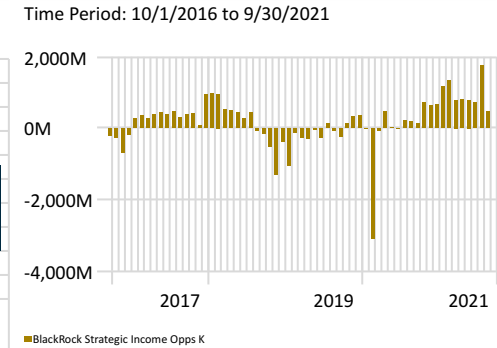
Key Information

Morningstar Category	US Fund Nontraditional Bond
Morningstar Rating Overall	★★★★
Inception Date	3/28/2016
Expense Ratio	0.67
Fund Size (Mil)	44,126.94
Portfolio Date	7/31/2021
Manager Name	Multiple

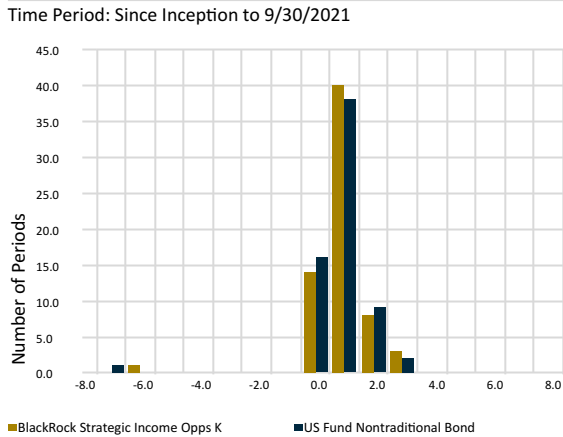
Returns



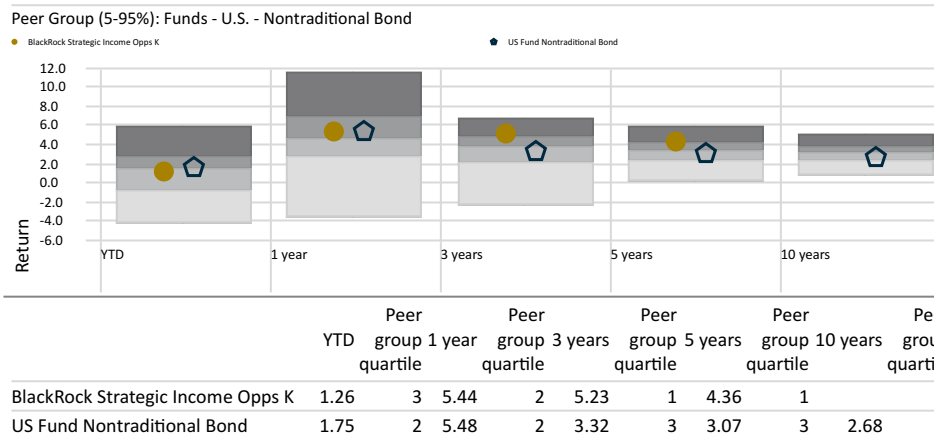
Monthly Estimated Fund-Level Net Flow



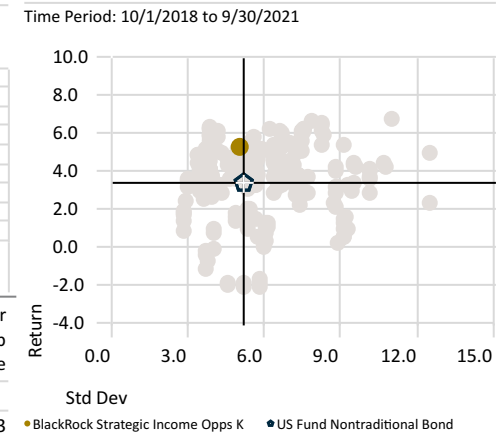
Return Distribution - BlackRock Strategic Income Opps K



Performance Relative to Peer Group



Risk-Reward



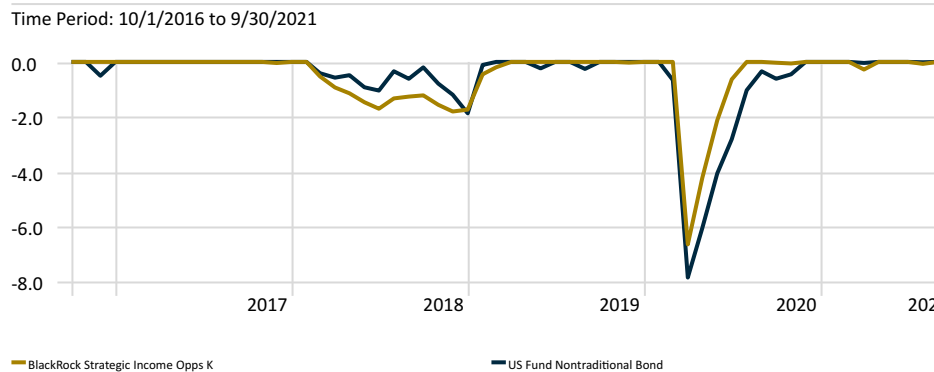
Correlation Matrix

Time Period: 4/1/2016 to 9/30/2021

	1	2	3
1 BlackRock Strategic Income Opps K	1.00		
2 Bloomberg US Agg Bond TR USD	0.30	1.00	
3 S&P 500 TR (1989)	0.70	0.03	1.00

Legend: 1.00 to 0.80, 0.80 to 0.60, 0.60 to 0.40, 0.40 to 0.20, 0.20 to 0.00, 0.00 to -0.20, -0.20 to -0.40, -0.40 to -0.60, -0.60 to -0.80, -0.80 to -1.00

Drawdown



Risk - BlackRock Strategic Income Opps K

Time Period: Since Inception to 9/30/2021

Calculation Benchmark: US Fund Nontraditional Bond

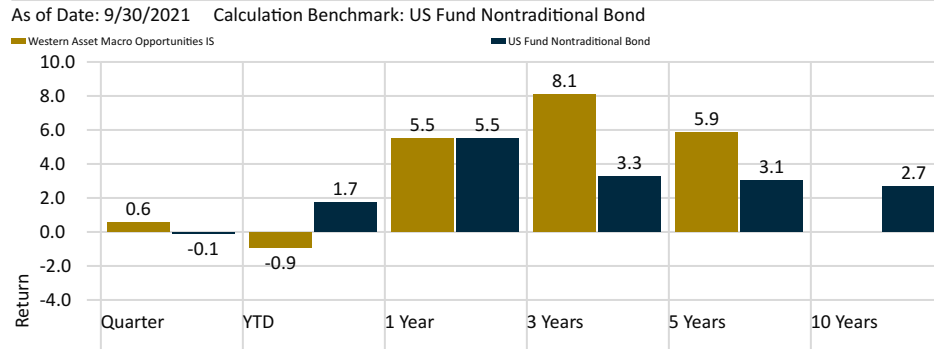
	Inv	Bmk1	+/- Bmk1
Return	4.52	3.52	1.00
Std Dev	3.85	3.96	-0.11
Downside Deviation	0.60	0.00	0.60
Alpha	1.14	0.00	1.14
Beta	0.93	1.00	-0.07
R2	91.51	100.00	-8.49
Sharpe Ratio (arith)	0.90	0.62	0.28
Tracking Error	1.17	0.00	1.17

Source: Morningstar Direct, as of September 30, 2021, Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

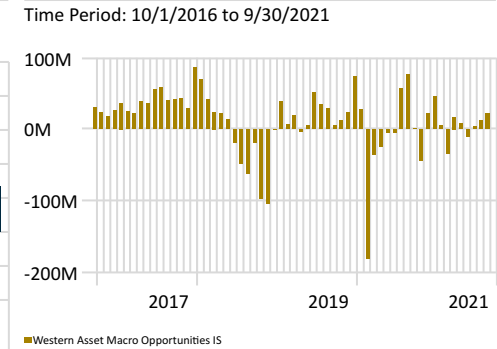
Key Information

Morningstar Category	US Fund Nontraditional Bond
Morningstar Rating Overall	★★★★★
Inception Date	8/30/2013
Expense Ratio	1.22
Fund Size (Mil)	1,716.11
Portfolio Date	8/31/2021
Manager Name	Multiple

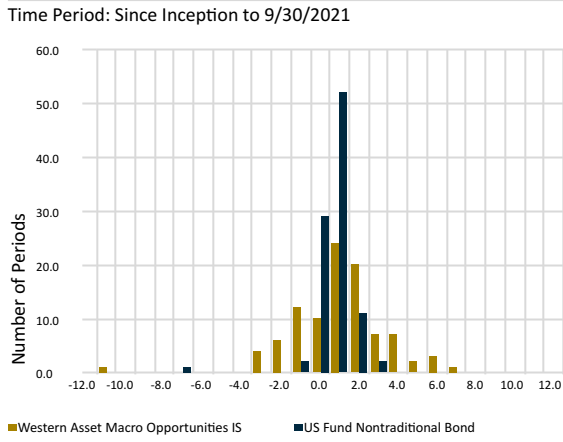
Returns



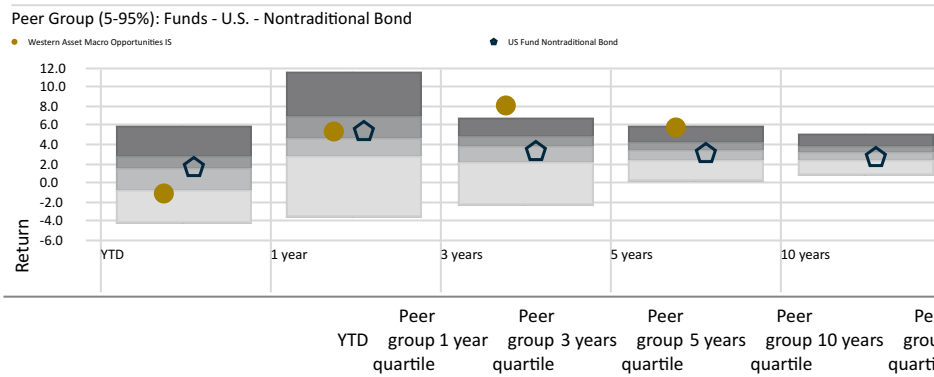
Monthly Estimated Fund-Level Net Flow



Return Distribution - Western Asset Macro Opportunities IS

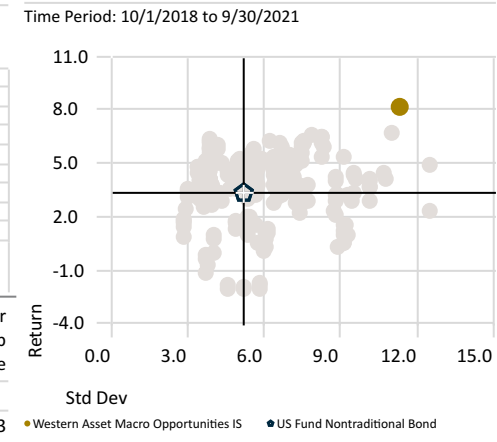


Performance Relative to Peer Group



	YTD	Peer group 1 year	Peer group 3 years	Peer group 5 years	Peer group 10 years	Peer group quartile
Western Asset Macro Opportunities IS	-0.93	4	5.53	2	8.14	1
US Fund Nontraditional Bond	1.75	2	5.48	2	3.32	3

Risk-Reward

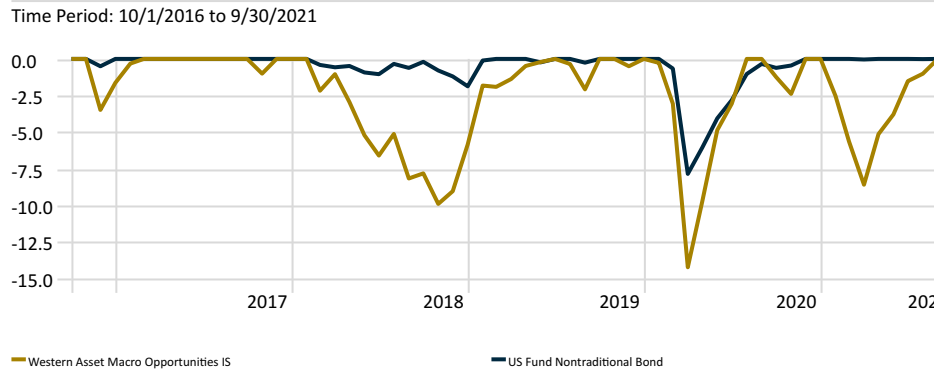


Correlation Matrix

Time Period: 9/1/2013 to 9/30/2021

	1	2	3
1 Western Asset Macro Opportunities IS	1.00		
2 Bloomberg US Agg Bond TR USD	0.33	1.00	
3 S&P 500 TR (1989)	0.61	0.01	1.00

Drawdown



Risk - Western Asset Macro Opportunities IS

Time Period: Since Inception to 9/30/2021

Calculation Benchmark: US Fund Nontraditional Bond

	Inv	Bmk1	+/- Bmk1
Return	6.53	2.48	4.05
Std Dev	8.30	3.50	4.80
Downside Deviation	3.53	0.00	3.53
Alpha	2.51	0.00	2.51
Beta	1.94	1.00	0.94
R2	66.95	100.00	-33.05
Sharpe Ratio (arith)	0.70	0.50	0.20
Tracking Error	5.81	0.00	5.81

Source: Morningstar Direct, as of September 30, 2021, Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.



Contra
Costa
County

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: November 16, 2021

Subject: Animal Services Monetary Donation Report for July 1, 2021 through September 30, 2021

RECOMMENDATION(S):

ACCEPT the monetary donation report from the Animal Services Department, which describes the source and value of each gift received by Animal Services from July 1, 2021, through September 30, 2021

FISCAL IMPACT:

There is no fiscal impact related to this action.

BACKGROUND:

The Animal Benefit Fund was established by the Animal Services Department in 1988 to allow the Department to receive donations from individuals, animal welfare organizations and businesses, to support animal health and welfare projects not funded by departmental or general County revenue.

On April 19, 2016, the Board of Supervisors delegated authority of the Animal Benefit Fund to the Animal Services Director. This granted authorization to accept any monetary donation, gift, bequest, or devise made to, or in favor of the Contra Costa County Animal Services Department, as allowed under Government Code section 25355, and it granted the Director the ability to solicit donations for the benefit of shelter animals. A stipulation of this authority is, the Animal Services Director must file a report with the Board of Supervisors every quarter that describes the source and value of each gift.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Delaina Gillaspay,
925-608-8413

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Attached is the donation report that provides details of all monetary donations received by the Animal Services Department from July 1, 2021, through September 30, 2021.

ATTACHMENTS

Q1 ABF

Fund	Dept	Org	Obj	Sub Obj	Description	TC	Reference	Date Posted	Amount
133200	0375	3349	9800	9965	DONATE CCAS	25	DP836607	9/30/2021	\$70.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836607	9/30/2021	\$88.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836607	9/30/2021	\$81.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836587	9/30/2021	\$243.00
133200	0375	3349	9800	9965	DONATE CCAS	25	DP836602	9/30/2021	\$100.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836602	9/30/2021	\$395.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836602	9/30/2021	\$79.00
133200	0375	3349	9800	9965	DONATE CCAS	25	DP836587	9/30/2021	\$15.00
133200	0375	3349	9800	9965	DONATE AB	25	DP836587	9/30/2021	\$5.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836535	9/29/2021	\$20.00
133200	0375	3349	9800	9965	DONATE CCAS	25	DP836535	9/29/2021	\$10.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836230	9/27/2021	\$340.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836278	9/27/2021	\$90.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836230	9/27/2021	\$51.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836278	9/27/2021	\$130.00
133200	0375	3349	9800	9965	DONATE AB	25	DP836172	9/23/2021	\$152.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836196	9/23/2021	\$78.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836195	9/23/2021	\$340.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP836195	9/23/2021	\$135.00
133200	0375	3349	9800	9965	DONATE AB-GI	25	DP835910	9/22/2021	\$25.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP835905	9/22/2021	\$112.50
133200	0375	3349	9800	9965	DONATE PET C	25	DP835911	9/22/2021	\$69.00
133200	0375	3349	9800	9965	DONATE CCAS	25	DP835905	9/22/2021	\$50.00
133200	0375	3349	9800	9965	DONATE AB-GI	25	DP835735	9/22/2021	\$200.00
133200	0375	3349	9800	9965	DONATE AB-GI	25	DP835907	9/22/2021	\$39.27
133200	0375	3349	9800	9965	DONATE PET C	25	DP835911	9/22/2021	\$20.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP835905	9/22/2021	\$32.00
133200	0375	3349	9800	9965	DONATE AB	25	DP835815	9/17/2021	\$250.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP835883	9/17/2021	\$540.00
133200	0375	3349	9800	9965	DONATE PET C	25	DP835883	9/17/2021	\$51.00

133200	0375	3349	9800	9965	DONATE PET C	25 DP835815	9/17/2021	\$203.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835875	9/17/2021	\$60.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835875	9/17/2021	\$183.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835815	9/17/2021	\$280.00
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133200	0375	3349	9800	9965	DONATE AB-GI	25 DP835627	9/15/2021	\$100.00
133200	0375	3349	9800	9965	CALDOR FIRE F	25 DP835228	9/14/2021	(\$75,000.00)
133200	0375	3349	9800	9965	DONATE PET C	25 DP835552	9/13/2021	\$40.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835551	9/13/2021	\$125.00
133200	0375	3349	9800	9965	DONATE AB	25 DP835524	9/10/2021	\$100.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835524	9/10/2021	\$20.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835524	9/10/2021	\$122.00
133200	0375	3349	9800	9965	BENEVITY DON	25 DP835479	9/10/2021	\$60.00
133200	0375	3349	9800	9965	CALDOR FIRE F	25 DP835228	9/8/2021	\$75,000.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP835068	9/8/2021	\$310.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP835225	9/8/2021	\$241.40
133200	0375	3349	9800	9965	DONATE PET C	25 DP835153	9/8/2021	\$60.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP835227	9/8/2021	\$40.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP835273	9/8/2021	\$50.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP835360	9/8/2021	\$100.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP835226	9/8/2021	\$10.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835191	9/8/2021	\$355.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835367	9/8/2021	\$300.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835367	9/8/2021	\$234.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835191	9/8/2021	\$94.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835153	9/8/2021	\$59.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP835367	9/8/2021	\$50.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835226	9/8/2021	\$141.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835148	9/2/2021	\$85.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835148	9/2/2021	\$214.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP835066	9/2/2021	\$142.00

133200	0375	3349	9800	9965	DONATE PET C	25 DP835066	9/2/2021	\$5.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP835066	9/2/2021	\$20.00
133200	0375	3349	9800	9965	DONATE AB	25 DP835066	9/2/2021	\$350.00
133200	0375	3349	9800	9965	DONATE AB - E	25 DP835066	9/2/2021	\$50.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP834624	8/31/2021	\$1,724.53
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP834903	8/31/2021	\$350.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP834603	8/31/2021	\$50.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP834805	8/31/2021	\$25.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033301	8/30/2021	\$6.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834807	8/30/2021	\$155.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834808	8/30/2021	\$30.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834807	8/30/2021	\$62.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033301	8/30/2021	\$5.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033302	8/30/2021	\$50.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033301	8/30/2021	\$25.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033302	8/30/2021	\$25.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033301	8/30/2021	\$7.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033302	8/30/2021	\$18.00
133200	0375	3349	9800	9965	TRANSFER TO	35 JV033301	8/30/2021	\$6.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP834590	8/25/2021	\$103.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834252	8/23/2021	\$334.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP834252	8/23/2021	\$60.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834383	8/23/2021	\$73.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834252	8/23/2021	\$40.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834382	8/23/2021	\$335.50

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133200	0375	3349	9800	9965	DONATE PET C	25 DP834131	8/18/2021	\$171.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834152	8/18/2021	\$152.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834174	8/18/2021	\$167.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834131	8/18/2021	\$86.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP834174	8/18/2021	\$66.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833745	8/13/2021	\$100.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833888	8/13/2021	\$0.50
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833602	8/13/2021	\$145.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833808	8/13/2021	\$75.00
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133200	0375	3349	9800	9965	DONATE CCAS	25 DP833754	8/13/2021	\$200.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833840	8/13/2021	\$25.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833957	8/13/2021	\$56.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP833883	8/12/2021	\$56.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP833704	8/10/2021	\$120.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP833595	8/9/2021	\$130.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833601	8/9/2021	\$39.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP833466	8/6/2021	\$26.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833492	8/6/2021	\$130.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833492	8/6/2021	\$140.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833464	8/6/2021	\$75.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833467	8/6/2021	\$70.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833463	8/6/2021	\$73.50

133200	0375	3349	9800	9965	DONATE PET C	25 DP833466	8/6/2021	\$175.00
133200	0375	3349	9800	9965	DONATE-AB	25 DP832978	8/6/2021	\$110.00
133200	0375	3349	9800	9965	DONATE AB - E	25 DP833467	8/6/2021	\$199.77
133200	0375	3349	9800	9965	DONATE PET C	25 DP833483	8/6/2021	\$113.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP833480	8/6/2021	\$214.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833462	8/6/2021	\$168.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833509	8/6/2021	\$153.60
133200	0375	3349	9800	9965	DONATE PET C	25 DP833464	8/6/2021	\$33.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833458	8/6/2021	\$287.50
133200	0375	3349	9800	9965	DONATE PET C	25 DP833458	8/6/2021	\$45.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP833438	8/6/2021	\$30.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833467	8/6/2021	\$161.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP833483	8/6/2021	\$5.00
133200	0375	3349	9800	9965	BENEVITY DON	25 DP833178	8/2/2021	\$40.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP832724	7/28/2021	\$500.00
133200	0375	3349	9800	9965	DONATE-AB	25 DP832870	7/28/2021	\$39.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP832883	7/28/2021	\$795.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832749	7/26/2021	\$46.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832749	7/26/2021	\$32.50
133200	0375	3349	9800	9965	DONATE PET C	25 DP832622	7/22/2021	\$93.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832564	7/21/2021	\$93.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832571	7/21/2021	\$206.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832571	7/21/2021	\$41.00
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133200	0375	3349	9800	9965	DONATE PET C	25 DP832336	7/19/2021	\$81.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832327	7/16/2021	\$195.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP832226	7/15/2021	\$100.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832226	7/15/2021	\$110.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832226	7/15/2021	\$192.50
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP831904	7/14/2021	\$60.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP831823	7/14/2021	\$6.00

133200	0375	3349	9800	9965	DONATE PET C	25 DP832153	7/14/2021	\$131.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832111	7/14/2021	\$112.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP831942	7/14/2021	\$50.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832111	7/14/2021	\$10.00
133200	0375	3349	9800	9965	DONATE AB-GI	25 DP831766	7/14/2021	\$105.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832053	7/13/2021	\$85.00
133200	0375	3349	9800	9965	DONATE CCAS	25 DP832053	7/13/2021	\$200.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832082	7/13/2021	\$245.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832056	7/13/2021	\$163.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832082	7/13/2021	\$56.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832053	7/13/2021	\$281.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832060	7/13/2021	\$266.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP832060	7/13/2021	\$205.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP831690	7/7/2021	\$92.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP831690	7/7/2021	\$213.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP831539	7/2/2021	\$156.00
133200	0375	3349	9800	9965	DONATE PET C	25 DP831539	7/2/2021	\$150.00
133200	0375	3349	9800	9966	GRANT-CALDC	25 DP835228	9/14/2021	\$75,000.00
133200	0375	3350	9800	9975	12/20 CXL OU	35 JV001900	7/9/2021	\$969.58
133200	0375	3352	9800	9975	12/20 CXL OU	35 JV001900	7/9/2021	\$4,493.13
					TOTAL			\$103,019.78



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 16, 2021

Subject: Payments for Services Provided by Ray Morgan, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, to pay \$459,687.41 to Ray Morgan Co. for managed print services (MPS) provided to Contra Costa Health Services (CCHS) for the period July 1, 2020 through July 30, 2021.

FISCAL IMPACT:

Approval of this action would result in a one-time expenditure of \$459,687.41 and will be funded by 50% Hospital Enterprise Fund I revenues and 50% General Fund.

BACKGROUND:

During the period between May 19, 2020 and January 26, 2021 ongoing and unresolved communications between the department and the vendor occurred in an effort to clarify volume and scope of services, and service integration within existing departmental support. These communications were significantly impacted by staff turnover and surges in Health Services Information Technology Division utilization associated with the County's emergency activation ongoing response to COVID-19.

Even though these issues were not resolved, on July 1, 2020, Ray Morgan Co. began providing

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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: November 16, 2021

Contact: Erika Jenssen,
925-957-2670

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm, E Jenssen

BACKGROUND: (CONT'D)

support to 1,878 CCHS printing devices via implementation of an MPS program.

Due to the aforementioned administrative oversight, staff turnover and other complications surrounding scoping and service delivery associated with the County's ongoing emergency activation in response to COVID-19, the vendor was not paid by the County for goods provided and services rendered in good faith. Therefore, the County has determined that Ray Morgan Co. is entitled to payment for the reasonable value of goods provided and services rendered under the equitable relief theory of quantum meruit. That theory provides that where a vendor has been asked to provide services without a valid purchase order, and the vendor does so to the benefit of the recipient, the vendor is entitled to recover the reasonable value of those services.

The department has ultimately decided to discontinue utilization of MPS provided by the vendor as of July 30th, 2021, and is requesting that services provided before that date be paid.

CONSEQUENCE OF NEGATIVE ACTION:

If this board order is not approved, Ray Morgan Co. will not be paid for the MPS program services rendered in good faith.



Contra
Costa
County

To: Board of Supervisors
From: Joseph Villarreal, Housing Authority
Date: November 16, 2021

Subject: APPROVE AND AUTHORIZE TERMINATION OF LEASE AGREEMENT WITH PITTSBURG PRE-SCHOOL AND COMMUNITY COUNCIL, INC.

RECOMMENDATIONS

APPROVE and AUTHORIZE the Housing Authority of the County of Contra Costa's Executive Director to terminate the lease with Pittsburg Pre-school and Community Council, Inc., for property located at 1760 Chester Drive, Pittsburg, CA, and AUTHORIZE County Counsel to pursue legal action to regain possession of the property.

BACKGROUND

On April 13, 1994, the Housing Authority of the County of Contra Costa (Housing Authority), entered into a lease with Pittsburg Pre-School Coordinating Council, Inc (Tenant) for property located at 1760 Chester Drive Pittsburg, California (Lease). The Lease requires the Tenant to operate a preschool or other community activities at the property. However, the Tenant is currently in violation of the Lease as they are not using the building as a day care center (or other community activities). In addition, the Tenant's corporate status has been suspended by both the Secretary of State and the Franchise Tax Board, and the Tenant does not have general liability insurance, worker's compensation insurance, employer's liability insurance, or property insurance.

Housing Authority staff requests the authority to terminate the Lease and to pursue legal action against Tenant through County Counsel to regain possession of the property.

Action of Board On: **11/16/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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: November 16, 2021

Joseph Villarreal, Executive Director

Contact: 9259578028

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION

Failure to terminate the Lease and pursue legal action against Tenant would result in the Housing Authority being unable to regain possession of the Housing Authority's property.