



City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ♦ www.coachella.org

AMENDED AGENDA

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING

OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

February 24, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference/electronically and there will be no in-person public access to the meeting location.

If you would like to attend the meeting via Zoom, here is the link:

<https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09>

Passcode: 606140

Or iPhone one-tap : 16699006833,,88457271898#,,, *606140#

- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
 - Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required.
 - **Or**, you may leave a message at **(760)-262-6240 before 5:30 p.m.** on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.
- **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla.

CALL TO ORDER: - 5:00 P.M.

ROLL CALL:

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) potential case
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case

RECONVENE REGULAR MEETING: - 6:00 P.M.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

4. Special Meeting Minutes of a Coachella City Council Study Session held on February 10, 2021.
5. Regular Meeting Minutes of February 10, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

6. Presentation on Coronavirus (COVID-19) Response Efforts
7. Outdoor Dining and Entertainment, Time and Noise

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

8. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of February 24, 2021, \$1,066,129.11.
9. Ordinance No. 1175, “Hero Pay” for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*Second Reading*)

- [10.](#) Resolution No. 2021-14, Declaration of the City of Coachella exempt and non-exempt surplus land, pursuant to Government Code § 54221(b); and inventory report of the same, pursuant to Government Code § 54230(a)(1)
- [11.](#) First Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc. to prepare the City of Coachella - 6th Cycle Housing Element Update to the General Plan, in the amount of \$130,070.00 and authorize a re-allocation of SB-2 Grant funding for this Agreement as part of approved Housing-Related Tasks.
- [12.](#) Authorize a Community Based Grant to the Galilee Center in the Amount of \$1,000 to Support their Food Basket Distribution Program
- [13.](#) Approval of Public Art - Desert Tree Sculpture Installation
- [14.](#) Approval of 3-D Wall Art Mural Installation
- [15.](#) Approval of Mujeres Murals Art Exhibition Installation
- [16.](#) Approval of the Angel of the Valley Art Mural Installation
- [17.](#) Authorize a Community Based Grant to Culturas Music and Arts in the Amount of \$1,000 to Support their Women Rising Art Event

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [18.](#) Approve Vehicle Leases for FY 2020/21 with Enterprise Fleet Management Inc.
 - Approve vehicle surplus listing and replacement for 2020/2021.
 - Authorize the City Manager to approve a Lease Rate Quote for lease of eleven (11) Ford F-150 units from Enterprise Fleet Management, Inc.
 - Authorize the appropriation of \$60,000 for the leasing of eleven (11) vehicles from Enterprise Fleet Management Inc.
 - Authorize and approve appropriation of \$60,000 for the safety lighting and radio equipment for these eleven (11) vehicles.
 - Authorize the City Manager, or designee, to complete the WEX Enterprise Fleet Management Application approving use of Enterprise Fleet Management’s fuel program.
- [19.](#) Reject a Bid Protest from Urban Habitat Landscape Contractors and award a maintenance services agreement to Conserve Landcare Inc. for Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-38 Project No. 010621.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [20.](#) Adopt Resolution No. 2021-15 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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MINUTES

OF A SPECIAL MEETING COACHELLA CITY COUNCIL STUDY SESSION

February 10, 2021
4:00 PM

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 4:06 p.m.

ATTENDANCE:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza (*arrived at 4:20 p.m.*), Mayor Pro Tem Gonzalez and Mayor Hernandez (*arrived at 4:40 p.m.*).

City Clerk Zepeda

Absent: City Treasurer Aviles.

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

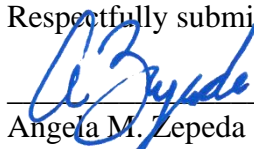
STUDY SESSION ITEMS:

1. Landscape and Lighting Maintenance Districts (LLMD)

Although otherwise listed on the agenda to have discussions on Accessory Dwelling Units (ADUs), this item was continued due to a lack of time.

There being no further business, the meeting concluded at 5:04 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk

[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]



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MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

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COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

February 10, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

CALL TO ORDER: - 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:07 p.m. by Mayor Pro Tem Gonzalez.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Treasurer Aviles and City Clerk Zepeda.

Absent: None.

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

APPROVAL OF AGENDA:

City Manager Bill Pattison asked Council to remove from the agenda Item 10, and send the item back to the Planning Commission.

Motion: To approve the agenda as **amended**.

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Delgado

Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:10 p.m.

1. PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager William B. Pattison, Jr;
Human Resources Manager Sandy Krause; and
Public Works Director Maritza Martinez

Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager William B. Pattison, Jr;
Human Resources Manager Sandy Krause; and
Public Works Director Maritza Martinez

Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) potential case

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:19 p.m.

PLEDGE OF ALLEGIANCE:

Councilmember Delgado led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos stated that direction was given in Closed Session, but no reportable action was taken.

APPROVAL OF MINUTES:

6. Special Meeting Minutes of a Coachella City Council Study Session held on January 27, 2021.
7. Regular Meeting Minutes of January 27, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Galarza

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PROCLAMATIONS/PRESENTATIONS:

8. Presentation on Coronavirus (COVID-19) Response Efforts by Kim Saruwatari, director of the Riverside University Health System - Public Health.

WRITTEN COMMUNICATIONS:

City Clerk Zepeda noted the City received the following letters via email pertaining to Item 19, with the exception of those emails that were read aloud when the item came up for discussion. All letters were forwarded to the City Council:

1. California Restaurant Association 02/09/2021 12:58 PM – Opposed
2. Peter Rabbit Farms 2/9/2021 3:18 PM – Opposed
3. Ocean Mist 2/9/2021 4:35 PM – Opposed
4. California Retailers Association 2/9/2021 4:47 PM – Opposed
5. United Food and Commercial Workers Union 2/10/2021 11:37 AM – In Support
6. Seaview Packing, Inc. 2/10/2021 11:55 AM – Opposed
7. Western Growers 2/10/2021 12:40 PM – Opposed
8. Grimmway Farms 2/10/2021 4:45 PM - Opposed
9. Growing Coachella Valley 2/10/2021, 5:05 PM – Opposed
10. Greater Coachella Valley Chamber of Commerce 2/10/2021, 5:17 PM – Neutral
11. California Institute for Rural Studies 2/10/2021. 10:43 AM – In Support
12. California Grocers Association 2/10/2021, 11:38 AM– Opposed
13. Valley Pride Custom Harvesting Company 02/10/2021 3:46 PM - Opposed

CONSENT CALENDAR:

9. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of February 10, 2021, \$3,606,124.83.
10. *This item was removed during the Approval of the Agenda. See page 1.*
11. Ordinance No. 1172 Regarding Commission and Committee Appointments (*Second Reading*)
12. Ordinance No. 1173, Regarding Establishment of Cultural and Arts Commission (*Second Reading*)
13. Resolution No. 2021-12, Establishing Member Appointment Procedure for Utility Users Tax Citizen Oversight Committee
14. Resolution No. 2021-09 Authorizing the City Manager to Pledge Support on Behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity Initiative
15. Award Maintenance Agreement to Rudys Electric Co. for the As Needed Electrical Repairs Project No. 121820, in the amount not to exceed \$75,000.
16. Investment Report – December 2020
17. Authorize a Community Based Grant to Coachella Valley Volunteers in Medicine in the Amount of \$1,000 to Provide Ten Medical Care Visits to Coachella Residents
18. Authorize a Community Based Grant to College of the Desert in the Amount of \$1,000 to Support its Book Loan Program

Motion: To approve per staff recommendation, Consent Calendar Items 9 through 18, with the **exception of Item 10**, which was removed during the *Approval of the Agenda*.

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Delgado

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Urgency Ordinance No. 1174, and Ordinance No. 1175, “Hero Pay” for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*First Reading*)

1. That the City Council consider and adopt Urgency Ordinance No. 1174, entitled “An Urgency Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella (four-fifths (4/5) vote required)”; and
2. That the City Council consider and conduct first reading (introduction) of Ordinance No. 1175, entitled, “An Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella”

Public Comments: **The following letters were received (*also see Written Communication on page 3*), forwarded to the City Council, and are entered into the record:**

1. California Restaurant Association 02/09/2021 12:58 PM – Opposed
2. Peter Rabbit Farms 2/9/2021 3:18 PM – Opposed
3. Ocean Mist 2/9/2021 4:35 PM – Opposed
4. California Retailers Association 2/9/2021 4:47 PM – Opposed
5. United Food and Commercial Workers Union 2/10/2021 11:37 AM – In Support
6. Seaview Packing, Inc. 2/10/2021 11:55 AM – Opposed
7. Western Growers 2/10/2021 12:40 PM – Opposed
8. Grimmway Farms 2/10/2021 4:45 PM - Opposed
9. Growing Coachella Valley 2/10/2021, 5:05 PM – Opposed
10. Greater Coachella Valley Chamber of Commerce 2/10/2021, 5:17 PM – Neutral
11. California Institute for Rural Studies 2/10/2021. 10:43 AM – In Support
12. California Grocers Association 2/10/2021, 11:38 AM– Opposed
13. Valley Pride Custom Harvesting Company 02/10/2021 3:46 PM - Opposed

The following voicemail messages were left via telephone:

1. Rosa Montoya – In Support
2. Rosemary Lucero, Food 4 Less employee – In Support

(Continued on next page)

Item 19, Urgency Ordinance No. 1174, and Ordinance No. 1175, "Hero Pay" continued from previous page)

3. Omar, resident – In Support
4. Maribel Nunez, Inland Equity Partnership – In Support
5. Beverly Garcia, resident of Coachella – In Support
6. Sra. Ortiz (*inaudible*)
7. Karen Borja, Planned Parenthood Action Fund of the Pacific SW – In Support
8. Lorena Octavio, Rite Aid employee – In Support
9. Joe Duffle, President of United Food & Commercial Workers Union – In Support
10. Beatrice, Union Member – In Support
11. Dulce Montoya – In Support

An additional six (6) voice mail messages in support that did not leave a name.

The following emails were received and read aloud:

1. Kimberly Miranda 2/10/ 2021 5:43 PM – In Support
2. Katia Lopez 2/10/ 2021 5:12 PM – In Support
3. Melissa Cedillo 2/10/ 2021 5:00 PM – In Support
4. Mitch Moldenhauer 2/10/ 2021 4:47 PM – Opposed
5. Beatriz Gonzalez 2/10/ 2021 4:45 PM – In Support
6. Ruben Perez 2/ 10/ 2021 4:05 PM – In Support
7. George Tudor, Tudor Ranch, Inc. 2/10/ 2021 3:39 PM – Opposed
8. Marisol Zamora Silva 2/10/ 2021 2:38 PM – In Support
9. Celeste Alonzo, Junior Enterprises LLC 2/10/ 2021 2:21 PM – Opposed
10. Michael Milan, Asian Pacific American Labor Alliance, AFL-CIO 2/10/2021 12:46 PM – In Support
11. Astrid J. Mejia-Alfaro 2/10/2021 10:23 AM – In Support
12. Neyva Aguilar Lopez 2/10/2021 10:17 AM – In Support
13. Nicole Sanchez 2/10/ 2021 10:09 AM – In Support
14. Alma Perez 2/10/ 2021 9:43 AM – In Support

The following comments were made during the meeting via Zoom:

1. Aron Velarde
2. Chris Duggen
3. Joe Pezzini
4. Frank Figueroa
5. Nancy Zavala

(Continued on next page)

Item 19, Urgency Ordinance No. 1174, and Ordinance No. 1175, "Hero Pay" continued from previous page)

- 6. Ted Johnson
- 7. Oscar Gutierrez

Motion: To pass the ordinance with the following modification to lower the threshold across the board: As such, pursuant to revising Section 5.100.020 in the definition of hiring entity to more than five (5) employees per location;

Additionally, under Section 5.100.040 Subdivision A, revising the number of employees to five (5); and

Amending under definition "agricultural worker" to and/or packing, and under the definition of agricultural worker, we are specifically adding the word "packing"; and

Under the word "hiring entity" we are clarifying that it is per agricultural operation "location", grocery store "location", restaurant "location", or retail pharmacy "location"; and

To read title only and pass to second reading Ordinance No. 1175.

Made by: Mayor Hernandez
 Seconded by: Councilmember Beaman Jacinto
 Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.
 ABSTAIN: None.
 ABSENT: None.

Public Comments were moved up to this portion of the meeting being after the 8:00 hour:

- 1. Nydia Ibarra South Coast Air Quality Management District via email 1/29/2021 4:46 PM
- 2. Frank Figueroa – during the meeting via Zoom

(After Public Comments, the City Council returned to the regular agenda at this point.)

20. Resolution 2021-10 Approving the Creation and Funding for a Full-Time Public Information Officer.

Motion: To approve per staff recommendation, with the **exception** of removing the reference to the Assistant to the City Manager position.

Made by: Councilmember Galarza
 Seconded by: Councilmember Delgado
 Approved: 3-2, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, and Councilmember Galarza.
NOES: Mayor Pro Tem Gonzalez and Mayor Hernandez.
ABSTAIN: None.
ABSENT: None.

21. Resolution No. 2021-11, Prepayment and Loan Agreement for CFD 2005-1 Special Assessments (Law Enforcement, Fire and Paramedic Services) for the Coachella Housing Project, LP developed by the Community Housing Opportunities Corporation (CHOC)

Motion: To approve per staff recommendation

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: None.

22. Authorize award of Construction Agreement to Condor Inc. for the Bagdouma Pool Rehabilitation Project No. 102720.

Motion: To approve per staff recommendation

Made by: Mayor Hernandez
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: None.

23. Consideration to Appoint Three (3) Coachella Residents to the Coachella Planning Commission.

(Based on Ordinance No. 1172, Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.)

(Continued on next page)

Item 23, Appointments to the Coachella Planning Commission)

| <u>Nominated By</u> | <u>Nominee for Planning Commissioner</u> |
|------------------------|--|
| Councilmember Delgado: | Frank Figueroa |
| Councilmember Galarza: | Ruben Gonzalez |
| Mayor Hernandez: | Stephanie Virgen |

Motion: Nominated above to appoint as Planning Commissioners:

- **Frank Figueroa**, with a term end date of **November 2024**
- **Ruben Gonzalez**, with a term end date of **November 2024**
- **Stephanie Virgen**, with a term end date of **November 2022**

Seconded by: Mayor Hernandez
 Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
 NOES: None.
 ABSTAIN: None.
 ABSENT: None.

24. Resolution No. 2021-13 of the City Council of the City of Coachella Declaring that the Acquisition of Certain Real Property by Eminent Domain is Necessary for the Construction of the Avenue 50 Extension Project

City Attorney Campos made a clarification that the APN in the staff report had a clerical error of a missing zero "0" and the correction should read APN 763-020-021.

Written communication was received from Michael H. Leifer with Palmieri Hennessey Leifer, LLP 02/10/2021 4:21 PM – Opposed

Public Comment: Michael Kehoe

Motion: To approve per staff recommendation

Made by: Mayor Hernandez
 Seconded by: Mayor Pro Tem Gonzalez
 Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
 NOES: None.
 ABSTAIN: None.
 ABSENT: None.

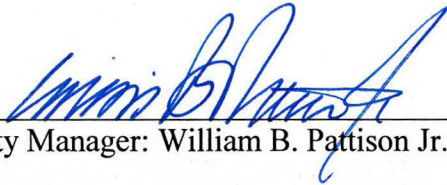
Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|--|-----------|--------|--------------------|--------------|-------------|-------------------------|-------------|---------------|
| 110209 | 2/24/2021 | 54079 | BENITEZ, ELIZABETH | Ref000217072 | 2/16/2021 | UB Refund Cst #00047133 | 73.20 | 73.20 |
| 110210 | 2/24/2021 | 54057 | DR HORTON INC | Ref000217075 | 2/16/2021 | UB Refund Cst #00051933 | 64.71 | 64.71 |
| 110211 | 2/24/2021 | 54076 | FAJARDO, RIGOBERTO | Ref000217069 | 2/16/2021 | UB Refund Cst #00031999 | 46.55 | 46.55 |
| 110212 | 2/24/2021 | 54077 | GARZA, DENISE | Ref000217070 | 2/16/2021 | UB Refund Cst #00037807 | 112.23 | 112.23 |
| 110213 | 2/24/2021 | 54078 | MURILLO, MARISOL | Ref000217071 | 2/16/2021 | UB Refund Cst #00037912 | 66.59 | 66.59 |
| 110214 | 2/24/2021 | 54080 | PADILLA, JOCELYN | Ref000217073 | 2/16/2021 | UB Refund Cst #00049766 | 76.73 | 76.73 |
| 110215 | 2/24/2021 | 54081 | RODRIGUEZ, RODOLFO | Ref000217074 | 2/16/2021 | UB Refund Cst #00050048 | 1.44 | 1.44 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 441.45 |

7 checks in this report.

Grand Total All Checks: 441.45

Date: February 24, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|--------------------------|--------------|--|-------------|-------------------|
| 104 | 2/24/2021 | 53291 | ANGENIOUS ENGINEERING | 19-03-020 | 12/31/2020 PE12/31 DILLON RD BRIDGE | 46,316.18 | 46,316.18 |
| 105 | 2/24/2021 | 53958 | ATLAS TECHNICAL | 682279 | 12/25/2020 PE12/25 FIRE STATION EXPAI | 3,150.00 | 3,150.00 |
| 106 | 2/24/2021 | 45929 | BECK OIL, INC. | 41500CL | 1/15/2021 PE1/15 STREETS DEPT FUEL | 594.98 | |
| | | | | 41505CL | 1/15/2021 PE1/15 PARKS DEPT FUEL | 490.34 | |
| | | | | 41549CL | 1/15/2021 PE1/15 SANITARY DEPT FUEL | 407.95 | |
| | | | | 41502CL | 1/15/2021 PE1/15 WATER DEPT FUEL | 337.73 | |
| | | | | 41495CL | 1/15/2021 PE1/15 BLDG/PLANNING DEP | 224.34 | |
| | | | | 41558CL | 1/15/2021 PE1/15 BLDG MAINT DEPT FL | 180.18 | |
| | | | | 41528CL | 1/15/2021 PE1/15 SENIOR CNTR FUEL | 168.31 | |
| | | | | 41494CL | 1/15/2021 PE1/15 ENG DEPT FUEL | 130.21 | |
| | | | | 41538CL | 1/15/2021 PE1/15 CODE ENF DEPT FUE | 92.08 | |
| | | | | 41559CL | 1/15/2021 PE1/15 ADMIN DEPT FUEL | 21.21 | 2,647.33 |
| 107 | 2/24/2021 | 24600 | LOPES HARDWARE | 009566 | 1/22/2021 DOOR HOLDER, 8" WRENCH, | 223.02 | 223.02 |
| 108 | 2/24/2021 | 02167 | MICHAEL BAKER INTERNATIC | 1102972 | 12/15/2020 PE11/29 AVE50/I-10 INTERCH, | 2,503.00 | |
| | | | | 1106910 | 1/29/2021 PE12/31 AVE50/I-10 INTERCH. | 1,615.00 | 4,118.00 |
| 109 | 2/24/2021 | 26950 | MUNICIPAL CODE CORPORAT | 00353231 | 1/8/2021 2021 ONLINE HOSTING RENE | 900.00 | 900.00 |
| 110 | 2/24/2021 | 00101 | MUNISERVICES/AVENU | INV06-010887 | 2/3/2021 CLEARVIEW/STARS 2020 SVC | 300.00 | 300.00 |
| 111 | 2/24/2021 | 52924 | SIEMENS MOBILITY, INC. | 5610249358 | 1/22/2021 DEC2020 TRAFFIC SIGNAL M. | 1,812.80 | 1,812.80 |
| 112 | 2/24/2021 | 53800 | WILMINGTON TRUST N. A. | 030121 | 2/3/2021 CFD 2018-1 SPEC TAX FD | 138,374.83 | 138,374.83 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 197,842.16 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------------|------------|-----------------------------|-------------|-------------|
| 110138 | 2/24/2021 | 01436 | AMERICAN FORENSIC NURSE74115 | 11/30/2020 | NOV2020 BLOOD DRAWS+DF | 255.00 | |
| | | | 74063 | 11/15/2020 | OCT2020 BLOOD DRAWS | 165.00 | |
| | | | 74178 | 12/31/2020 | DEC2020 BLOOD DRAWS | 110.00 | |
| | | | 74226 | 12/31/2020 | DEC2020 BLOOD DRAW | 55.00 | 585.00 |
| 110139 | 2/24/2021 | 53039 | AT&T | 11/19/2020 | 10/26-11/18 LOCATION FEE (C | 675.00 | 675.00 |
| 110140 | 2/24/2021 | 43714 | B. L. WILSON BACKHOE SERV202092 | 10/14/2020 | REPAIR STORM DRAIN PIPE (| 4,200.00 | 4,200.00 |
| 110141 | 2/24/2021 | 53109 | BIO SOCAL | 1/19/2021 | 1/16 CLEANING/DISINFECTIN | 1,295.00 | 1,295.00 |
| 110142 | 2/24/2021 | 00836 | BIO-TOX LABORATORIES | 1/13/2021 | LAB SERVICES: 10/2, 12/4+18 | 2,147.00 | |
| | | | 40517 | 12/17/2020 | LAB SERVICES: 11/13 | 612.00 | |
| | | | 40655 | 1/13/2021 | LAB SERVICES: 12/18 | 398.00 | |
| | | | 40518 | 12/17/2020 | LAB SERVICES: 11/13 | 236.00 | 3,393.00 |
| 110143 | 2/24/2021 | 44212 | BMC SOFTWARE, INC | 1/29/2021 | 2/28/21-2022 TRACK-IT SUPP | 246.37 | 246.37 |
| 110144 | 2/24/2021 | 53391 | BSK ASSOCIATES | 1/29/2021 | NOV-DEC2020 WASTEWATEF | 5,185.00 | |
| | | | RE00078 | 1/29/2021 | NOV-DEC2020 WATER SAMPL | 624.00 | 5,809.00 |
| 110145 | 2/24/2021 | 53627 | CANNON PARKIN, INC. | 1/13/2021 | PE12/31 FIRE STATION REHA | 45,997.00 | |
| | | | 203569 | 8/13/2020 | PE7/31 FIRE STATION REHAB | 11,450.00 | 57,447.00 |
| 110146 | 2/24/2021 | 53423 | CBE OFFICE SOLUTIONS | 12/20/2020 | ACC #CC3502, COLOR COPIE | 1,262.37 | |
| | | | IN2344108 | 1/20/2021 | ACC #CC3502, COLOR COPIE | 909.95 | 2,172.32 |
| 110147 | 2/24/2021 | 02048 | CDW GOVERNMENT, INC. | 12/2/2020 | USB DUAL-BAND WI-FI ADAP | 122.93 | |
| | | | 4938528 | 12/2/2020 | SENN CX150BT WHT IN-EAR | 81.07 | |
| | | | 5011014 | 12/3/2020 | APPLE IPAD PRO WIFI+CELL | 2,682.96 | |
| | | | 5306853 | 12/10/2020 | VIEWSONIC 27IN FHD LED M | 649.62 | |
| | | | 5130815 | 12/7/2020 | APPLE SMART KB IPAD PRO | 498.89 | |
| | | | 5427615 | 12/14/2020 | APPLE PENCIL | 277.90 | |
| | | | 4818426 | 11/30/2020 | APPLE EARPODS, USB SOUN | 127.35 | 4,440.72 |
| 110148 | 2/24/2021 | 53220 | COACHELLA ACE HARDWARE1563/1 | 2/1/2021 | WOODCUTTER BAR CHAIN, E | 194.49 | |
| | | | 1535/1 | 1/25/2021 | IMPACT NUTSETTER, MASON | 68.48 | |
| | | | 1561/1 | 1/31/2021 | CORD EXT, B+D ROTO-BIT DI | 55.75 | |
| | | | 1505/1 | 1/17/2021 | RV KDF WATER FILTER, ETC | 47.13 | |
| | | | 1456/1 | 1/6/2021 | BALL VALVE SCH40 & COUPL | 5.41 | 371.26 |
| 110149 | 2/24/2021 | 44959 | COMPUTER CONSULTANTS, 132151 | 1/8/2021 | 1/4 RPLC'D/RBLT DRIVE | 373.91 | |
| | | | 32165 | 1/9/2021 | DEC-JAN2021 SVC CALLS | 157.50 | 531.41 |
| 110150 | 2/24/2021 | 01924 | CONSOLIDATED ELECTRICAL3298-418645 | 1/12/2021 | FLUOR LAMP, GFI RECPT TAI | 143.63 | 143.63 |
| 110151 | 2/24/2021 | 00214 | CORONET CONCRETE PROD1131359 | 1/6/2021 | 6 SACK 50/50 NO FLY ASH | 328.29 | 328.29 |
| 110152 | 2/24/2021 | 00749 | COUNTY OF RIVERSIDE SH0000038452 | 1/27/2021 | 11/19-12/16 LAW ENFORCEMI | 665,255.41 | 665,255.41 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|----------------|-------------|------------------------------|-------------|-----------|
| 110153 | 2/24/2021 | 48603 | CV STRATEGIES | 5938 | 12/11/2020 | NOV2020 STRATEGIC COMM | 1,888.75 | 1,888.75 |
| 110154 | 2/24/2021 | 09950 | CWWD | ID SW0090 | 1/15/2021 | HYDRAULIC DESIGN ANALYS | 10,000.00 | 10,000.00 |
| 110155 | 2/24/2021 | 42761 | DEPT OF ENVIRONMENTAL H | IN0403708 | 1/7/2021 | FAC #FA0029626, BGDMA CO | 734.00 | 734.00 |
| 110156 | 2/24/2021 | 47952 | DESERT LIVE SCAN | 6747 | 1/27/2021 | JAN2021 EMPLOYEE FINGER | 25.00 | 25.00 |
| 110157 | 2/24/2021 | 13700 | DEWEY PEST CONTROL INC. | AC1062335-JA/M | 1/1/2021 | AC1062335, JAN-MAR2021, C | 426.00 | 426.00 |
| 110158 | 2/24/2021 | 14860 | E. K. WOOD LUMBER COMPAN | I494420 | 1/28/2021 | RAT/GLUE TRAP, PRO EYE H | 168.63 | 168.63 |
| 110159 | 2/24/2021 | 49635 | EISENHOWER MEDICAL CEN | Dec 2020 | 1/14/2021 | AC #700000133, DEC2020 SV | 2,000.00 | |
| | | | | Nov 2020 | 12/7/2020 | AC #700000133, NOV2020 SV | 1,200.00 | 3,200.00 |
| 110160 | 2/24/2021 | 53799 | ENTERPRISE FLEET MGMT., | IFBN4123536 | 1/6/2021 | JAN2021 LEASE CHRGS ('20 F | 5,551.90 | 5,551.90 |
| 110161 | 2/24/2021 | 44713 | FARMER BROTHERS CO. | 85670618 | 1/27/2021 | COFFEE, CREAMER & SWEE | 414.51 | 414.51 |
| 110162 | 2/24/2021 | 51604 | FRONTIER | BD 1/16/21 | 1/16/2021 | ACC 209-188-4039-091192-5, ' | 168.00 | |
| | | | | BD 12/16/20 | 12/16/2020 | ACC 209-188-4039-091192-5, ' | 166.23 | |
| | | | | 3982369-DC20 | 12/25/2020 | 760/398-2369, 12/25/20 | 61.80 | |
| | | | | 3983051-JA21 | 1/1/2021 | 760/398-3051, 1/1/21 | 18.29 | 414.32 |
| 110163 | 2/24/2021 | 43672 | FULTON DISTRIBUTING COM | 526252 | 1/27/2021 | NITRILE GLOVES | 1,642.93 | 1,642.93 |
| 110164 | 2/24/2021 | 51494 | GARDA CL WEST, INC. | 10618666 | 2/1/2021 | FEB2021 CASHLINK MAINTEN | 823.05 | |
| | | | | 10618634 | 2/1/2021 | FEB2021 ARMORED TRANSP | 626.43 | 1,449.48 |
| 110165 | 2/24/2021 | 43733 | GLADWELL GOVERNMENTAL | 4473 | 1/19/2021 | FY20/21 SBSCRPTN- RECORI | 250.00 | 250.00 |
| 110166 | 2/24/2021 | 49100 | GOLDMAN, RONALD A. | Dec2020/Jan202 | 1/31/2021 | DEC2020/JAN2021 SVCS: CO | 4,044.00 | 4,044.00 |
| 110167 | 2/24/2021 | 53123 | GRANICUS | 134025 | 11/30/2020 | GOVACCESS- WEBSITE DESI | 5,786.00 | 5,786.00 |
| 110168 | 2/24/2021 | 53854 | GRANITE TELECOMMUNICAT | I508475592 | 1/1/2021 | AC 04418223, JAN2021 SVCS | 929.80 | |
| | | | | 505630892 | 12/1/2020 | AC 04418223, DEC2020 SVCS | 635.66 | 1,565.46 |
| 110169 | 2/24/2021 | 00996 | HOME DEPOT | 7013333 | 12/16/2020 | HUSKY FOLD LKBACK UTIL K | 98.86 | |
| | | | | 3012823 | 10/21/2020 | MILWAUKEE SDS BIT, ETC | 20.74 | |
| | | | | 9184055 | 10/1/2019 | SINGLE PRONG ROBE HOOK | -18.45 | 101.15 |
| 110170 | 2/24/2021 | 45108 | IMPERIAL SPRINKLER SUPPL | I4505980-00 | 1/22/2021 | KNEE PAD, 32" METER KEY, E | 113.89 | |
| | | | | 4495168-00 | 1/14/2021 | 19" FLEX LEAF RAKE | 38.55 | 152.44 |
| 110171 | 2/24/2021 | 52906 | JOHNSON CONTROLS SECUR | I35279689 | 1/6/2021 | 1/6 SVC CALL @ 1515 6TH ST | 282.53 | |
| | | | | 35279688 | 1/6/2021 | 1/6 SVC CALL @ 1515 6TH ST | 70.63 | 353.16 |
| 110172 | 2/24/2021 | 43580 | KEEP IT COOL WINDOW TINT | INV4958 | 11/9/2020 | WINDOW TINT @ 1500 6TH S | 282.00 | 282.00 |
| 110173 | 2/24/2021 | 47328 | KONICA MINOLTA | 36673190 | 11/22/2020 | BIZHUB C454+951+C364, OCT | 353.98 | |
| | | | | 37079272 | 1/26/2021 | BIZHUB C454E, 1515 6TH ST, | 212.07 | |
| | | | | 36761607 | 12/2/2020 | ACC 061-0042081-000, DEC20 | 67.43 | |
| | | | | 36923559 | 1/2/2021 | ACC 061-0042081-000, JAN20 | 67.43 | |
| | | | | 36923558 | 12/31/2020 | BIZHUB 501, UTILITIES DEPT. | 48.70 | 749.61 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
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| 110174 | 2/24/2021 | 44047 | KONICA MINOLTA BUSINESS | 9007328289 | 11/30/2020 | BIZHUB C360, CORP YARD, N | 275.92 | |
| | | | | 9007343467 | 12/3/2020 | BIZHUB C364, PERMIT CNTR, | 147.06 | |
| | | | | 9007398147 | 12/28/2020 | BIZHUB C364, PERMIT CNTR, | 142.90 | |
| | | | | 9007441389 | 1/13/2021 | BIZHUB C454E, 1515 6TH ST, | 40.28 | |
| | | | | 9007463387 | 1/22/2021 | BIZHUB 282, FIRE DEPT, 12/2 | 4.18 | |
| | | | | 9007383978 | 12/22/2020 | BIZHUB 282, FIRE DEPT, 11/2 | 1.62 | |
| | | | | 9007430495 | 1/7/2021 | BIZHUB C360, 1515 6TH ST, 1 | 1.38 | |
| | | | | 9007408403 | 12/31/2020 | BIZHUB C360, CORP YARD, D | 285.18 | 898.52 |
| 110175 | 2/24/2021 | 44767 | KUNA FM | 546388-1 | 12/31/2020 | 12/14-1/11 AD SPOT: HOLIDAY | 3,795.00 | |
| | | | | 546388-2 | 1/17/2021 | 12/14-1/11 AD SPOT: GUN SA | 2,170.00 | |
| | | | | 541648-1 | 11/30/2020 | 11/4-9 AD SPOT: COVID-19 TE | 1,500.00 | |
| | | | | 544921-1 | 12/27/2020 | 11/30-12/7 AD SPOT: COVID-1 | 1,500.00 | |
| | | | | 533430-1 | 9/27/2020 | 9/1-4 AD SPOT: FACE MASK C | 650.00 | 9,615.00 |
| 110176 | 2/24/2021 | 50501 | LIVESCAN MGMT GROUP, INC | 01262021COC | 1/26/2021 | 8' METAL BANNER A FRAMES | 557.88 | 557.88 |
| 110177 | 2/24/2021 | 02162 | LOWE'S COMPANIES, INC. | 965340 | 10/12/2020 | DELTA 8IN BENCH GRINDER | 184.71 | |
| | | | | 994479 | 9/21/2020 | WOODEN END TABLE | 163.09 | |
| | | | | 17482 | 1/14/2021 | AIRWICK OIL, PIT BOSS MES | 95.96 | |
| | | | | 965265 | 10/2/2020 | REPLACEMENT FILTERS | 78.48 | |
| | | | | 965459 | 1/12/2021 | BATH RUG | 61.92 | |
| | | | | 972851 | 11/16/2020 | WEBER IGRILL PRO, ETC | 58.55 | 642.71 |
| 110178 | 2/24/2021 | 54075 | LUIS FLORES MUNOZ AND | Turf Rbt | 1/26/2021 | TURF REMOVAL REBATE- PR | 2,393.28 | 2,393.28 |
| 110179 | 2/24/2021 | 51445 | MEDIWASTE DISPOSAL | 0000115344 | 1/1/2021 | JAN2021 BIOHAZARD WST S' | 8.00 | 8.00 |
| 110180 | 2/24/2021 | 25900 | MEREDITH & SIMPSON CONS | 210201 | 2/2/2021 | RECONNECTED INFLUENCE | 580.90 | 580.90 |
| 110181 | 2/24/2021 | 45197 | MSA CONSULTING, INC. | 2625.001-04 | 12/31/2020 | PE12/31 HOUSING RE-ZONIN | 16,208.75 | 16,208.75 |
| 110182 | 2/24/2021 | 44714 | NV5, INC. | 198998 | 1/30/2021 | PE1/2 GRAPEFRUIT BLVD UR | 11,410.00 | 11,410.00 |
| 110183 | 2/24/2021 | 49099 | OTIS ELEVATOR COMPANY | 100400244574 | 1/10/2021 | FB-JL2021 MAINT SVCS: COR | 1,656.60 | 1,656.60 |
| 110184 | 2/24/2021 | 02028 | PETE'S ROAD SERVICE, INC. | 466875-00 | 1/14/2021 | P245/60R18 HANK DYNA HP2 | 318.88 | 318.88 |
| 110185 | 2/24/2021 | 52596 | PLANIT PRINTWORKS | 895252 | 1/25/2021 | LRG FORMAT OF BLK/WHT P | 56.22 | 56.22 |
| 110186 | 2/24/2021 | 53198 | PROACTIVE ENGINEERING | 18811 | 1/13/2021 | PE12/31 STORMWATER MAS | 9,560.00 | 9,560.00 |
| 110187 | 2/24/2021 | 52082 | PROWEST PCM, INC. | 13 PC | 1/31/2021 | PE1/31 FIRE STATION REHAB | 1,968.00 | 1,968.00 |
| 110188 | 2/24/2021 | 53552 | QUENCH USA, INC. | INV02198216 | 1/1/2020 | AC D347648, JAN2020 RNTL, | 32.63 | |
| | | | | INV02448455 | 5/1/2020 | AC D347648, MAY2020 RNTL, | 32.63 | |
| | | | | INV02448457 | 5/1/2020 | AC D347651, MAY2020 RNTL, | 32.63 | 97.89 |
| 110189 | 2/24/2021 | 52470 | R & R TOWING | 53234 | 12/5/2020 | 12/5 TOWING: AVE52/DOS PA | 255.00 | |
| | | | | 53314 | 11/29/2020 | 11/29 TOWING: AVE50/CALHC | 255.00 | 510.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|--|------------|---------------------------|-------------|-------------------|
| 110190 | 2/24/2021 | 53736 | RG2 MANAGEMENT LLC 2545 | 2/1/2021 | WE 1/31: R. VALENCIA | 720.00 | 720.00 |
| 110191 | 2/24/2021 | 47658 | RUIZVA L. PEST CONTROL 105 | 1/26/2021 | JAN2021 SVCS @ FIRE STATI | 65.00 | 65.00 |
| 110192 | 2/24/2021 | 00382 | SAFEGUARD BUSINESS SYST34402475 | 1/25/2021 | 1099MISC BLANK FORMS & E | 234.45 | 234.45 |
| 110193 | 2/24/2021 | 54074 | SANCHEZ, MARCIANO Rebate | 1/4/2021 | TOILET REPLACEMENT REB/ | 334.91 | 334.91 |
| 110194 | 2/24/2021 | 44581 | SIGNARAMA INV-104283 | 1/8/2021 | FABRICATION/INSTLLTN OF V | 1,855.08 | 1,855.08 |
| 110195 | 2/24/2021 | 35000 | SMART & FINAL 616588 | 2/4/2021 | GATORADE, LYSOL SPRAY, C | 233.87 | 233.87 |
| 110196 | 2/24/2021 | 51139 | SOUTHERN COMPUTER WARIN-000673340 | 1/7/2021 | PANASONIC CR2 PHOTO BAT | 105.81 | 105.81 |
| 110197 | 2/24/2021 | 47319 | SPARKLETTS 9467308 012421 | 1/24/2021 | JAN2021 WATER @ SANITAR' | 118.14 | 118.14 |
| 110198 | 2/24/2021 | 02196 | SPECTRUM AQUATICS 0233981 | 12/14/2020 | FLUME STRAIGHT 48" BLUE, | 2,371.18 | 2,371.18 |
| 110199 | 2/24/2021 | 52595 | STAPLES BUSINESS CREDIT 7319726868-2-1 | 1/6/2021 | ENERGEL RTX GEL .5MM REI | 30.98 | |
| | | | 7319726868-2-2 | 1/6/2021 | PAD RPL T5460 | 15.20 | 46.18 |
| 110200 | 2/24/2021 | 53897 | THE GATE GUY 1182021 | 1/18/2021 | PROGRAMMED TRANSMITTE | 178.09 | 178.09 |
| 110201 | 2/24/2021 | 42289 | TIME WARNER CABLE 0037022122820 | 12/28/2020 | 1515 6TH ST-AH, JAN2021 | 2,221.06 | 2,221.06 |
| 110202 | 2/24/2021 | 48152 | TKE ENGINEERING, INC. 2020-530 | 8/9/2020 | JUL2020 ENGINEERING SVC\$ | 11,035.18 | |
| | | | 2020-531 | 8/9/2020 | JUL2020 AIRPORT BUSINESS | 210.00 | 11,245.18 |
| 110203 | 2/24/2021 | 38250 | TOPS N BARRICADES 1086205 | 1/26/2021 | WEATHER RAIN COAT | 44.26 | 44.26 |
| 110204 | 2/24/2021 | 53581 | TORRES, CARMIN Edu Reimb | 1/20/2021 | FY20/21 EDUCATION REIMBU | 262.75 | 262.75 |
| 110205 | 2/24/2021 | 50590 | TOUCHTONE COMMUNICATIC1102050 | 12/1/2020 | AC 1100006871, DEC2020 | 6.89 | |
| | | | 1131213 | 1/1/2021 | AC 1100006871, JAN2021 | 6.89 | 13.78 |
| 110206 | 2/24/2021 | 50629 | VINTAGE ASSOCIATES, INC 219457 | 1/20/2021 | INSTLL'D PLANTS @ DE ORO | 691.00 | 691.00 |
| 110207 | 2/24/2021 | 49778 | WEST COAST ARBORIST, INC168505 | 1/15/2021 | PE1/15 TREE MAINT @ PARK: | 1,612.00 | |
| | | | 168508 | 1/8/2021 | PE1/8 TREE MAINT @ LLMD | 685.00 | |
| | | | 168507 | 1/7/2021 | PE1/7 TREE MAINT @ LLMD | 624.00 | |
| | | | 168509 | 1/11/2021 | PE1/11 TREE MAINT @ LLMD | 140.00 | |
| | | | 168510 | 1/12/2021 | PE1/12 TREE MAINT @ LLMD | 120.00 | |
| | | | 168506 | 1/6/2021 | PE1/6 TREE MAINT @ LLMD | 52.00 | 3,233.00 |
| 110208 | 2/24/2021 | 53596 | XTREME HEATING AND AIR 2044 | 1/14/2021 | A/C REPAIRS @ LIBRARY | 65.00 | 65.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 866,614.12 |


80 checks in this report.

Grand Total All Checks: 1,064,456.28

Date: February 24, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

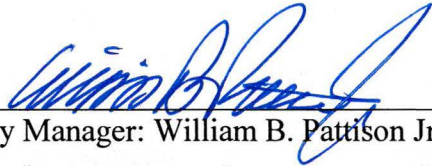
Bank : ewfb EFT FOR WELLS FARGO BANK -:

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> |
|---|-------------|---------------|----------------------------------|-----------------|----------------------------|--------------------|--------------------|
| 113 | 2/4/2021 | 53426 | CELL BUSINESS EQUIPMENT 71140189 | 1/23/2021 | SHARP MX5071+MX6071+MX6071 | 1,231.38 | 1,231.38 |
| Γ FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 1,231.38 |

1 checks in this report.

Grand Total All Checks: 1,231.38

Date: February 4, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Best Best & Krieger LLP, City Attorney

SUBJECT: Ordinance No. 1175, “Hero Pay” for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*Second Reading*)

RECOMMENDATION:

That the City Council conduct second reading of and adopt Ordinance No. 1175, entitled, “An Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella”

SUMMARY:

Due to the specific impacts to agricultural, grocery store, restaurant, and retail pharmacy workers during the COVID-19 pandemic, the City Council has requested consideration of the proposed ordinance, which would require certain agricultural operations, grocery stores, restaurants, and retail pharmacy stores to provide premium pay of an additional \$4.00 per hour to their workers in Coachella for at least 120 days.

The City Council adopted the Hero Pay Urgency Ordinance and conducted a first reading of the regular Ordinance on February 10, 2021.

BACKGROUND:

Since March of 2020, the COVID-19 pandemic has dramatically impacted Coachella citizens, business owners, employees, and visitors.

The global health pandemic has emphasized the importance of workers in industries now highlighted as essential, including agricultural, grocery, restaurant, and retail pharmacy workers. Due to the virus, millions of these workers nationwide have had to face new job-related hazards not previously considered especially dangerous. In September 2020, Riverside County Public Health Director Dr. Kim Saruwatari reported that the highest number of COVID-19 outbreaks in the region between July and September were reported to stem from grocery stores, with 48 reported outbreaks. The data show

the outbreaks impacted both store employees and customers. In a September 29, 2020 *Desert Sun* article, it was reported that the highest number of outbreaks in the beginning of September were reported in retail and grocery stores. This, while grocery stores across the country have seen record profits. The Brookings Institute found that top retail companies had a 39% increase in profit, averaging an extra \$16.9 billion in 2020. (<https://www.freep.com/story/news/local/michigan/2020/12/04/kroger-walmart-amazon-profits-covid-19-pandemic/6458910002/>)

Additionally, according to a new University of California San Francisco study, California agricultural and restaurant workers have suffered 50% to 60% higher death rates during the pandemic than before the pandemic. (<https://www.medrxiv.org/content/10.1101/2021.01.21.21250266v1>) The study's data shows that restaurant cooks carry the most risk of COVID-19-related death in the entire state. The National Center for Farmworker Health, Inc. reported that as of February 1, 2021 more than 480,000 agricultural workers have tested positive for COVID-19 nationwide, a figure likely to be underestimated. (<http://www.ncfh.org/msaws-and-covid-19.html>) The COVID-19 Farmworker Study (COFS) report entitled *Always Essential, Perpetually Disposable: California Farmworkers and the COVID-19 Pandemic* explores how the pandemic is exacerbating long-standing crises, vulnerabilities, and economic frailties within the food system and heightening insecurity, risk, and health disparities for farmworkers and their families through a survey of nearly 1,000 farm workers in California. (covid19farmworkerstudy.org)

Grocery store, retail pharmacy and restaurant workers have not only had to perform their jobs but have become “de facto public health marshals”, enforcing critical mask and social distancing protocols. Over three-quarters of workers (78%) report experiencing or witnessing hostile behavior from customers in response to staff enforcing COVID-19 safety protocols, and nearly 60% report experiencing such hostility at least weekly. (https://onefairwage.site/wp-content/uploads/2020/12/OFW_COVID_WorkerExp-1.pdf)

Due to these shifting emergency circumstances, at the beginning of the pandemic, a number of companies initially provided extra COVID-19 related compensation to their workers. This bonus, commonly known as “Hero Pay”, often was implemented as a temporary hourly wage increase or a one-off bonus for essential workers.

However, as the impacts of the pandemic subsided in June, many retail companies ended their temporary wage increase, and there has yet to be a meaningful commitment to restoring it. This has occurred even as the pandemic has continued to disproportionately impact low wage workers, leaving some grocery workers as the primary earners in their households. (<https://www.pewsocialtrends.org/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>)

The December 6, 2020 regional stay-at-home order was lifted on January 25, 2021, but the virus continues to be widespread throughout Southern California. Vaccines are being distributed throughout Riverside County to front-line essential workers in certain industries and persons who are age 65 and older. The vaccination effort is being done, in part, at retail pharmacies, putting those essential workers at an increased risk of exposure.

DISCUSSION/ANALYSIS:

The proposed ordinance would require agricultural operations, grocery stores, restaurants, and retail pharmacy stores within the City to provide premium pay of an additional \$4.00 per hour to their workers for at least 120 days.

“Agricultural operation” would mean any operation devoted to the bona fide production of crops, or animals, or fowl including the production and/or packing of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the production and harvest of products from silviculture (i.e., growing/cultivating trees) activity. “Grocery store” would include stores that devote 70% or more of their business to selling food products. “Retail pharmacy” would include commercial chain pharmacies. “Restaurant” would mean a building or place the principal purpose of which is the preparation and serving, on a retail basis, of food and drink to people for consumption on the premises, and where take away meals and drinks or entertainment are also provided. Additionally, agricultural operations, grocery stores, restaurants, and retail pharmacies would only be subject to the ordinance if they employ three hundred (300) or more workers nationally and more than five (5) employees per location within the City.

Under the ordinance, agricultural operations, grocery stores, restaurants, and pharmacies may not retaliate against a worker by reducing compensation or otherwise limiting the worker’s earning capacity in order to avoid the application of the Hero pay. In addition, these businesses must provide their workers with notice of the ordinance, including their right to premium pay, their right to be protected from retaliation, and their ability to bring a civil action if these rights are violated. Records showing compliance with the ordinance must be kept by the stores for a time period of two years.

Any agricultural operation, grocery store, restaurant, or retail pharmacy that violates the ordinance is subject to appropriate relief at law or equity, including reinstatement of the aggrieved worker, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved worker, and liquidated damages in an additional amount of up to twice the unpaid compensation. If a worker prevails in a civil action, reasonable attorneys’ fees and costs may be awarded against the employer, in addition other legal or equitable relief as may be appropriate.

The provisions of the ordinance may be expressly waived in a collective bargaining agreement. Otherwise, any other waiver by a worker of any provision will be deemed contrary to public policy, void, and unenforceable.

Conclusion

Therefore, City staff and the City Attorney’s Office request that the City Council conduct a second reading of and adopt the ordinance.

FISCAL IMPACT:

Unknown.

ATTACHMENT:

Ordinance No. 1175

ORDINANCE NO. 1175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING THE COACHELLA MUNICIPAL CODE BY ADDING CHAPTER 5.100, RELATING TO AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS IN COACHELLA, AND ESTABLISHING LABOR STANDARDS AND REQUIREMENTS FOR PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS WORKING IN COACHELLA

WHEREAS, the new coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (“WHO”) as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 19, 2020, the City Manager, as the City’s Director of Emergency Services, proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective the City’s response to COVID-19 and on March 25, 2020 the City Council ratified the proclamation; and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued a “Stay Home – Stay Healthy” proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. In addition to healthcare, public health and emergency services, the “Stay Home – Stay Healthy” proclamation identified agricultural, grocery, restaurant, and retail pharmacy stores as essential business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers; and

WHEREAS, on December 3, 2020, Governor Newsom extended the “Stay Home – Stay Healthy” proclamation; and

WHEREAS, as of January 28, 2021, the WHO Situation Report reported a global total of 100,455,529 cases of COVID-19, including 2,166,440 deaths; California reported 3,200,000 cases of COVID-19, including 38,927 deaths; and Coachella has reported 7,347 cases of COVID-19, including 67 deaths; and

WHEREAS, agricultural operations, grocery stores, restaurants, and retail pharmacy stores are essential businesses operating in Coachella during the COVID-19 emergency making

agricultural, grocery, restaurant, and retail pharmacy workers highly vulnerable to economic insecurity and health or safety risks; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers are essential workers who perform services that are fundamental to the economy and health of the community during the COVID-19 crisis. They work in high risk conditions with inconsistent access to protective equipment and other safety measures; work in public situations with limited ability to engage in physical distancing; and continually expose themselves and the public to the spread of disease; and

WHEREAS, premium pay, paid in addition to regular wages, is an established type of compensation for employees performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers working during the COVID-19 emergency merit additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Agricultural, grocery, restaurant, and retail pharmacy workers have been working under these hazardous conditions for months. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat for an uncertain period, potentially resulting in subsequent waves of infection; and

WHEREAS, the availability of agricultural, grocery, restaurant, and retail pharmacy stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because agricultural, grocery, restaurant, and retail pharmacy workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations; and

WHEREAS, establishing an immediate requirement for agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers protects public health, supports stable incomes, and promotes job retention by ensuring that grocery and retail pharmacy workers are compensated for the substantial risks, efforts, and expenses they are undertaking to provide essential services in a safe and reliable manner during the COVID-19 emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein..

SECTION 2. **Addition to Coachella Municipal Code.** Chapter 5.100 *Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers* is hereby added to the Coachella Municipal Code as follows:

“CHAPTER 5.100

PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS

5.100.005 Purpose.

As a result of the COVID-19 pandemic, this Ordinance aims to protect and promote the public health, safety, and welfare during the new coronavirus 19 (“COVID-19”) emergency by requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay for agricultural, grocery, restaurant, and retail pharmacy workers performing work in Coachella. Requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers compensates agricultural, grocery, restaurant, and retail pharmacy workers for the risks of working during a pandemic. Agricultural, grocery, restaurant, and retail pharmacy workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. As such, they are deserving of fair and equitable compensation for their work.

5.100.010 Short title.

This Ordinance shall constitute the “Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Ordinance” and may be cited as such.

5.100.020 Definitions.

For purposes of this Ordinance:

“Adverse action” means reducing the compensation to a designated worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a designated worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a designated worker for any reason prohibited by Section 5.100.090. “Adverse action” also encompasses any action by the hiring entity or a person acting on the hiring entity’s behalf that would dissuade a designated worker from exercising any right afforded by this Ordinance.

“Aggrieved party” means a designated worker or other person who suffers tangible or intangible harm due to a hiring entity or other person’s violation of this Ordinance.

“Agricultural operation” means any operation devoted to the bona fide production of crops, or animals, or fowl including the production and/or packing of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the production and harvest of products from silviculture (i.e., growing/cultivating trees) activity.

“Agricultural worker” means a worker whose principal employment is in agriculture (including farming; cultivating and tilling the soil; producing, cultivating, growing, irrigating, harvesting any commodity grown on the land; preparing, processing, packing for market and delivery to storage or to market or to carriers for transportation to market any commodity grown in or on the land), and includes migratory agricultural workers and seasonal agricultural workers. Agricultural worker does not include managers, or supervisors.

“City” means the City of Coachella.

“Designated worker” means an agricultural worker, grocery store worker, restaurant worker, retail pharmacy worker employed directly by a hiring entity who is entitled to premium pay pursuant to this Ordinance.

“Grocery worker” means a worker employed directly by a hiring entity at a grocery store. Grocery worker does not include managers, supervisors, or confidential employees.

“Grocery store” means a store that devotes seventy percent (70%) or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of food products, then it qualifies as a grocery store.

“Hiring entity” means an agricultural operation, grocery store, restaurant, or retail pharmacy that employs over three hundred (300) designated workers nationally and employs more than five (5) employees per agricultural operation location, grocery store location, restaurant location, or retail pharmacy location in the City of Coachella.

“Premium pay” means additional compensation owed to a designated worker that is separate from hiring entity payments for providing services, bonuses, and commissions, as well as tips earned from customers.

“Respondent” means an agricultural operation, grocery store, restaurant, retail pharmacy, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

“Restaurant” means a building or place the principal purpose of which is the preparation and serving, on a retail basis, of food and drink to people for consumption on the premises, and where take away meals and drinks or entertainment are also provided.

“Restaurant worker” means a worker employed directly by a hiring entity at a restaurant. Restaurant worker does not include managers, supervisors, or confidential employees.

“Retail pharmacy” means a corporate or chain pharmacy that is licensed as a pharmacy by the State of California and that dispenses medications to the general public at retail prices. Such term does not include a pharmacy that dispenses prescription medications to patients primarily through the mail, nursing home pharmacies, long-term

care facility pharmacies, hospital pharmacies, clinics, charitable or not-for-profit pharmacies, government pharmacies, or pharmacy benefit managers.

“Retail pharmacy worker” means a worker employed directly by a hiring entity at a retail pharmacy. Retail pharmacy worker does not include managers, supervisors, or confidential employees.

5.100.030 Designated worker coverage.

For the purposes of this Ordinance, covered designated workers are limited to those who perform work for a hiring entity where the work is performed in the City of Coachella.

5.100.040 Hiring entity coverage.

A. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more designated workers nationally and employ more than five (5) employees per agricultural operation, grocery store, restaurant, or retail pharmacy location in the City of Coachella.

B. To determine the number of designated workers employed for the current calendar year:

1. The calculation is based upon the average number per calendar week of workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) designated worker worked for compensation. For hiring entities that did not have any designated workers during the preceding calendar year, the number of designated workers employed for the current calendar year is calculated based upon the average number per calendar week of designated workers who worked for compensation during the first ninety (90) calendar days of the current year in which the hiring entity engaged in business.

2. All designated workers who worked for compensation shall be counted, including but not limited to:

(a) Agricultural workers, grocery workers, restaurant workers, and retail pharmacy workers who are not covered by this Ordinance; and

(b) Designated workers who worked in Coachella.

5.100.050 Premium pay requirement.

A. Hiring entities shall provide each designated worker with premium pay consisting of an additional Four Dollars (\$4.00) per hour for each hour worked.

B. Hiring entities shall provide the pay required by Subsection 5.100.050 (A) for a minimum of one hundred twenty (120) days retroactive to February 10, 2021, the date that the City of Coachella adopted the related Urgency Ordinance.

C. The terms of this Section shall be in effect for one hundred twenty (120) days following adoption of the February 10, 2021 related Urgency Ordinance.

5.100.060 Designated worker and consumer protections.

A. No hiring entity shall, as a result of this Ordinance going into effect, take any of the following actions:

1. Reduce a designated worker's compensation;
2. Limit a designated worker's earning capacity.

B. It shall be a violation if this Ordinance is a motivating factor in a hiring entity's decision to take any of the actions in Subsection 5.100.060 (A) unless the hiring entity can prove that its decision to take the action(s) would have happened in the absence of this Ordinance going into effect.

5.100.070 Notice of rights.

A. Hiring entities shall provide covered designated workers with a written notice of rights established by this Ordinance. The notice of rights shall be in a form and manner sufficient to inform designated workers of their rights under this Ordinance. The notice of rights shall provide information on:

1. The right to premium pay guaranteed by this Ordinance;
2. The right to be protected from retaliation for exercising in good faith the rights protected by this Ordinance; and
3. The right to bring a civil action for a violation of the requirements of this Ordinance, including a hiring entity's denial of premium pay as required by this Ordinance and a hiring entity or other person's retaliation against a covered designated worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

B. Hiring entities shall provide the notice of rights required by posting a written notice of rights in a location of the agricultural operation, grocery store, restaurant, or retail pharmacy location utilized by employees for breaks, and in an electronic format that is readily accessible to the designated workers. The notice of rights shall be made available to the designated workers via smartphone application or an online web portal, in English and any language that the hiring entity knows or has reason to know is the primary language of the designated worker(s).

5.100.080 Hiring entity records.

A. Hiring entities shall retain records that document compliance with this Ordinance for covered designated workers.

B. Hiring entities shall retain the records required by Subsection 5.100.080 (A) for a period of two (2) years.

C. If a hiring entity fails to retain adequate records required under Subsection 5.100.080 (A), there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Ordinance for each covered designated worker for whom records were not retained.

5.100.090 Retaliation prohibited.

No hiring entity employing a designated worker shall discharge, reduce in compensation, or otherwise discriminate against any designated worker for opposing any practice proscribed by this Ordinance, for participating in proceedings related to this Ordinance, for seeking to exercise their rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

5.100.100 Violation.

The failure of any respondent to comply with any requirement imposed on the respondent under this Ordinance is a violation.

5.100.110 Remedies.

A. The payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Ordinance is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines, and procedures.

B. A respondent found to be in violation of this Ordinance for retaliation under Section 5.100.090 shall be subject to any appropriate relief at law or equity including, but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Ordinance, and liquidated damages in an additional amount of up to twice the unpaid compensation.

5.100.120 Private right of action.

A. Any covered designated worker that suffers financial injury as a result of a violation of this Ordinance, or is the subject of prohibited retaliation under Section 5.100.090, may bring a civil action in a court of competent jurisdiction against the hiring entity or other person violating this Ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a reasonable penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation.

5.100.130 Encouragement of more generous policies.

A. Nothing in this Ordinance shall be construed to discourage or prohibit a hiring entity from the adoption or retention of premium pay policies more generous than the one required herein.

B. Nothing in this Ordinance shall be construed as diminishing the obligation of a hiring entity to comply with any contract or other agreement providing more generous protections to a designated worker than required by this Ordinance.

5.100.140 Other legal requirements.

This Ordinance provides minimum requirements for premium pay while working for a hiring entity during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher premium pay, or that extends other protections to designated workers; and nothing in this Ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this Section shall be construed as restricting a designated worker's right to pursue any other remedies at law or equity for violation of their rights.

5.100.150 Severability.

The provisions of this Ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Ordinance, or the application thereof to any hiring entity, designated worker, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

5.100.160 Exemption for collective bargaining agreement.

All of the provisions of this Ordinance, or any part thereof, may be expressly waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute a waiver of all or any of the provisions of this Ordinance.

5.100.170 No waiver of rights.

Except for a collective bargaining agreement provision made pursuant to Section 5.100.160, any waiver by a designated worker of any or all provisions of this Ordinance shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by a hiring entity to a designated worker to waive rights given by this Ordinance shall be a violation of this Ordinance.

SECTION 3. CEQA. The City Council determines that the adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act

(“CEQA”) pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: this Ordinance is exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a “project” under CEQA, and will not result in direct or indirect physical changes in the environment.

SECTION 4. Severability. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 6. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

PASSED, APPROVED and ADOPTED this 24th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Amendment to Ordinance No 1175 was duly and regularly introduced at a meeting of the City Council on the 10th day of February 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 24th day of February 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Declaration of the City of Coachella exempt and non-exempt surplus land, pursuant to Government Code § 54221(b); and inventory report of the same, pursuant to Government Code § 54230(a)(1)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution No. 2020-14 declaring that the Surplus Properties are non-exempt surplus land, as defined in Government Code § 54221(b); and receive the filing of the Inventory List establishing the City's inventory of surplus land, pursuant to and in compliance with Government Code § 54230(a)(1).

BACKGROUND:

The 2019 California Legislative Session ended on October 13, 2019 with over 30 new bills in response to the State's worsening housing crisis. Governor Newsom signed several of those bills designed to increase affordable housing production by easing development regulations and compelling jurisdictions to make fee and land information readily available to potential developers. Among those bills were AB 1486 (Ting) and AB 1255 (Rivas), which expanded the Surplus Land Act's definition of "local agency" to include cities, added new reporting requirements, and will subject agencies to penalties for noncompliance beginning January 1, 2021.

Effective as of January 1, 2020, the Surplus Land Act (Government Code § 54220 et seq.), as newly amended (the "Act"), requires, among other things, that on or before December 31 of each year, each county and city in the state must "make a central inventory of all surplus land ... within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls" (the "Inventory List"), and immediately thereafter make the Inventory List available, without charge, to those who request it. The purpose of this report and the Inventory List, neither of which requires approval by the City Council per se, is to comply with the Act, and also to serve as a basis for the eventual report that the City must submit to the California Department of Housing and Community Development ("HCD") by April 1, 2021, pursuant to Government Code § 54230(a)(2).

While the Inventory List itself requires no formal action by the City Council, because the properties identified on the Inventory List must be declared "surplus land" or "exempt surplus land," "as supported by written findings," by the City Council.

DISCUSSION/ANALYSIS:

As noted above, the Act requires that “[o]n or before December 31 of each year, each county and each city shall make a central inventory of all surplus land, as defined in subdivision (b) of Section 54221, and all lands in excess of its foreseeable needs, if any, identified pursuant to Section 50569, located in all urbanized areas and urban clusters, as designated by the United States Census Bureau, within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls.” Government Code § 54230(a)(1).

“Surplus land” is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.” Government Code § 54221(b)(1); see also § 54221(a)(1) (defining “local agency” to include cities). Surplus land includes former redevelopment agency land identified in a successor agency’s Long-Term Property Management Plan, but does not include land to be disposed of to a specific entity identified in such a plan. See Government Code § 54221(b)(2).

To be “necessary for [an] agency’s use,” land must be “used, ... planned to be used pursuant to a written plan adopted by the local agency’s governing board for, or ... disposed [of] to support ... agency work or operations, including, but not limited to, utility sites, watershed property, land being used for conservation purposes, land for demonstration, exhibition, or educational purposes related to greenhouse gas emissions, and buffer sites near sensitive governmental uses, including, but not limited to, waste water treatment plants.” Government Code § 54221(c)(1).

“Agency’s use” does not include “commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development.” Government Code § 54221(c)(2)(A). In addition, “[p]roperty disposed of for the sole purpose of investment or generation of revenue shall not be considered necessary for the agency’s use.” *Id.*

Nothing in the Act establishes what information must be included in the Inventory List. However, Government Code § 54230(a)(2) provides guidance. Under that section, “each county and each city” must report to HCD, “a description of each parcel described in [such county or city’s Inventory List] and the present use of the parcel ... [by] no later than April 1 of each year, beginning April 1, 2021, in a form prescribed by [HCD], as part of its annual progress report submitted pursuant to paragraph (2) of subdivision (a) of Section 65400.” Govt. C. § 54230(a)(2)(A). While no such form has yet been issued by HCD, it will, at a minimum, contain blanks for the following information for each parcel of surplus land:

- (i) Street address or similar location information;
- (ii) Assessor’s parcel number;
- (iii) Existing use;
- (iv) Whether the site is surplus land or exempt surplus land¹; and
- (v) Size in acres.

¹ See Government Code § 54221(f) (listing 11 exemptions from the Act).

See Govt. C. § 54230(a)(2)(B). Therefore, at a minimum, the Central Inventory should contain these pieces of information if for no other reason than efficiency and ease of incorporation into the report due to HCD next spring.

INVENTORY LIST:

| Location / Name | APN | Existing Use | Non-Exempt/ Exempt | Size (in acres) |
|---|--|--|--|-----------------|
| SE Corner of Ave. 50 and Calhoun Street / La Colonia II | 767-720-001 through -019, 767-721-001 through -036, 767-721-039 through -045, 767-722-001 through -016, 767-730-001 to -014, 767-730-016 through -050, 767-731-001 through -007, 767-731-008 through -022, 778-420-004 | 155 Vacant Lots with unimproved streets | Non-Exempt | 37.3 Acres |
| SE Corner of Sunset Dr. and Ave. 52 | 778-420-004 | Public Street and Drainage Basin, Vacant remainder portion | 3.4 Acres Street and Drainage Basin (exempt), 1.5 Acres (non-exempt) | 5 Acres |
| West Side of Industrial Way, south of Ave. 52 | 763-400-016, 763-400-017 | Vacant | Non - Exempt | |
| SW Corner of Ave. 52 & Whitewater Channel | 763-131-018 | Vacant | Non - Exempt | 5.16 Acres |
| 1609 4 th St. | 778-042-009, 778-042-010 | Vacant | Non – Exempt | .35 Acres |
| 1308 6 th St. | 778-093-005, 778-110-001 | Vacant | Non-Exempt | 0.28 Acres |
| 51-877 Hernandez St. | 763-412-030 | Vacant | Non-Exempt | .15 Acres |
| SE Corner of Douma St. and Damascus Ave. | 768-222-004 | Vacant | Non-Exempt | .18 Acres |

FINDINGS:

Each of the eight (8) parcels or groupings of parcels (“properties”) identified above and depicted pictorially in the attachments hereto and incorporated herein by reference (the “Surplus Properties”) are not necessary for the City’s use, are currently not being put to any use by the City, and the City has no planned use and for which the City has not adopted a written plan by the City Council for its intended use of any of the Surplus Properties. Therefore, they are surplus land, as defined in Government Code §§ 54221(b).

While all of the Surplus Properties are not: (a) less than 5,000 square feet in area and (b) “not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purpose,” thus potentially rendering them exempt surplus land under Government Code § 54221(f)(1)(B), none of them are the subject of sale to an owner of contiguous land; in fact, none of them are the subject of sale to anyone. According to the statute, unless a parcel of potentially exempt surplus land is being sold to an owner of contiguous land, “it is not considered exempt surplus land and is subject to this article.” *Id.* Therefore, unless and until these Surplus Properties are sold or contemplated to be sold to owners of contiguous land, they are not exempt from the Act.

FISCAL IMPACT: There is no fiscal impact associated with (i) declaring by resolution the Surplus Properties to be non-exempt surplus land, as defined in Government Code § 54221(b); and (ii) filing and receipt of the Inventory List. There is a nominal cost of City staff time in making the Inventory List available free of charge to those who request a copy of it.

ENVIRONMENTAL ISSUES: The actions contemplated by this report do not constitute a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because they have no potential for resulting in physical change in the environment, directly or indirectly. The actions do not authorize any specific development or installation on any specific piece of property within the City’s boundaries. Moreover, when and if an application for development is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the above-described actions are a “project” within the meaning of State CEQA Guidelines section 15378, such actions would be exempt from CEQA review under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, Section 15061(b)(3)).

Attachment: Resolution No. 2020-14 with Map Exhibits

RESOLUTION NO. 2021-14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA DECLARING THAT CERTAIN PROPERTY OWNED BY THE CITY OF COACHELLA AND LOCATED AT ASSESSOR PARCEL NUMBERS: 767-720-001 THROUGH -019, 767-721-001 THROUGH -036, 767-721-039 THROUGH -045, 767-722-001 THROUGH -016, 767-730-001 THROUGH -014, 767-730-016 THROUGH -050, 767-731-001 THROUGH -007, 767-731-008 THROUGH -022, 778-420-004; 763-131-018; 763-400-016 AND 763-400-017; 763-131-018; 778-042-009 AND 778-042-010; 778-093-005 AND 778-110-001; 763-412-030; AND 769-222-004, IS SURPLUS LAND.

WHEREAS, the City Council is a legislative body in the City of Coachella (the “City”) that is subject to compliance with the Surplus Land Act codified at Government Code § 54220, *et seq.* (as amended, the “Act”); and

WHEREAS, Assembly Bill 1486 went into effect on January 1, 2020 (“AB 1486”), and expanded the Act’s requirements for local agencies prior to the disposition and disposal of any “surplus land.”

WHEREAS, pursuant to section 54230(a)(1) of the Act, on or before December 31 of each year, the City must make a central inventory of all surplus land (as defined in the Act) that the City owns or controls (the “Inventory List”); and

WHEREAS, the Act defines surplus land as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use”; and

WHEREAS, the City has identified eight (8) parcels or groupings of parcels (“Properties”) (APNs listed above) that it owns in fee simple and that are not necessary for the City’s use, site maps of which are attached hereto and incorporated herein by reference (together, the “Surplus Properties”); and

WHEREAS, none of the Surplus Properties are necessary for the City’s use, are currently not being put to any use by the City, and the City has no planned use for these Surplus Properties; and

WHEREAS, none of the Surplus Properties meets any of the applicable exemptions under the Act (Government Code § 54221(f)); and

WHEREAS, in order to list the Surplus Properties on the Inventory List, as required by the Act, the City Council must “take formal action in a regular public meeting declaring that” the Surplus Properties are in fact surplus and make findings as to whether they are exempt or not exempt from the Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Coachella hereby finds, determines, and orders as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated into this Resolution by reference.

SECTION 2. The City Council hereby finds and declares that the Surplus Properties are not necessary for the City’s use and are surplus land, as defined in Government Code § 54221, based on the true and correct written findings found in this Resolution and incorporated herein by reference, and hereby authorizes the listing of such Surplus Properties on the Inventory List created by City staff pursuant to and in compliance with Government Code § 54230(a)(1).

SECTION 3. The declaration of the Surplus Properties as surplus and listing of such Surplus Properties on the Inventory List are exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines § 15378, because they have no potential for resulting in physical change in the environment, directly or indirectly. The actions do not authorize any specific development or installation on any specific piece of property within the City’s boundaries. Moreover, when and if an application for development is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the above-described actions are a “project” within the meaning of State CEQA Guidelines section 15378, such actions would be exempt from CEQA review under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, Section 15061(b)(3)).

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED and ADOPTED this 24th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2021-14 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

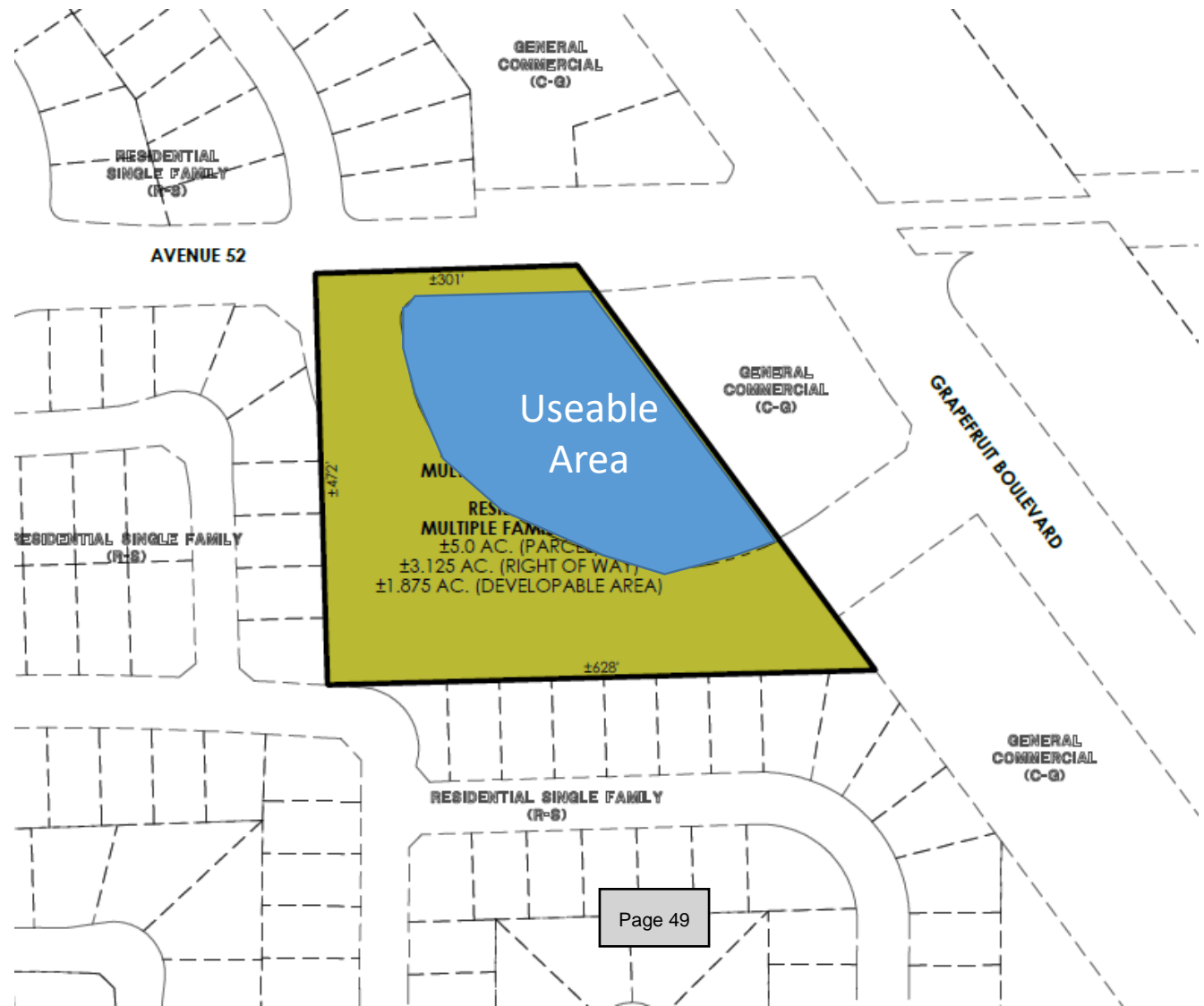
Andrea J. Carranza, MMC
Deputy City Clerk

SURPLUS LAND

MAP EXHIBITS

City Council Resolution No. 2021-14

SE Corner of Sunset Dr. and Ave. 52



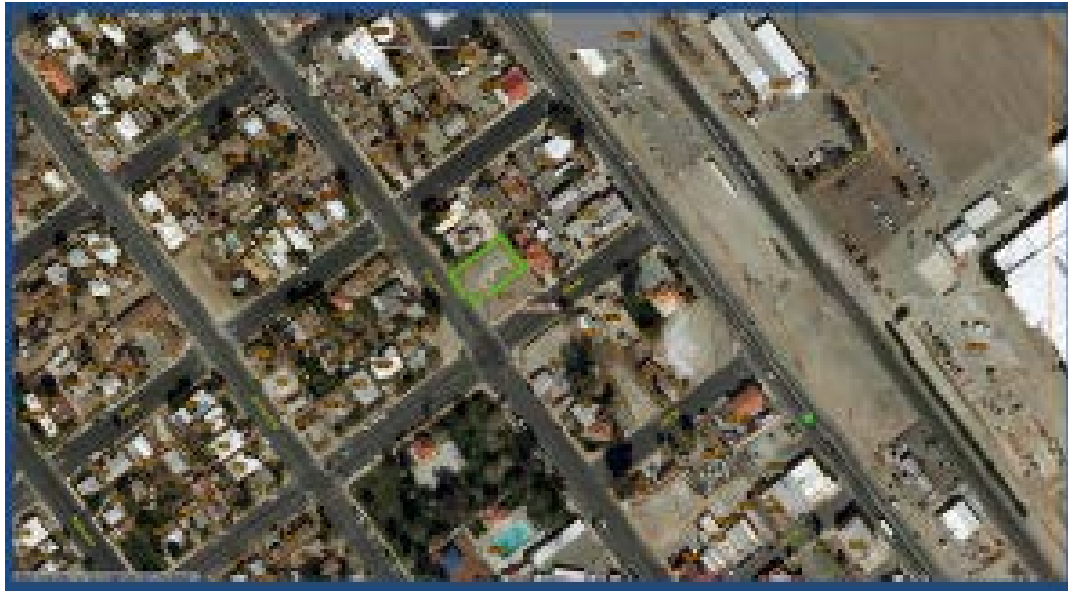
West Side of Industrial Way, south of Ave. 52



SW Corner of Ave. 52 & Whitewater Channel



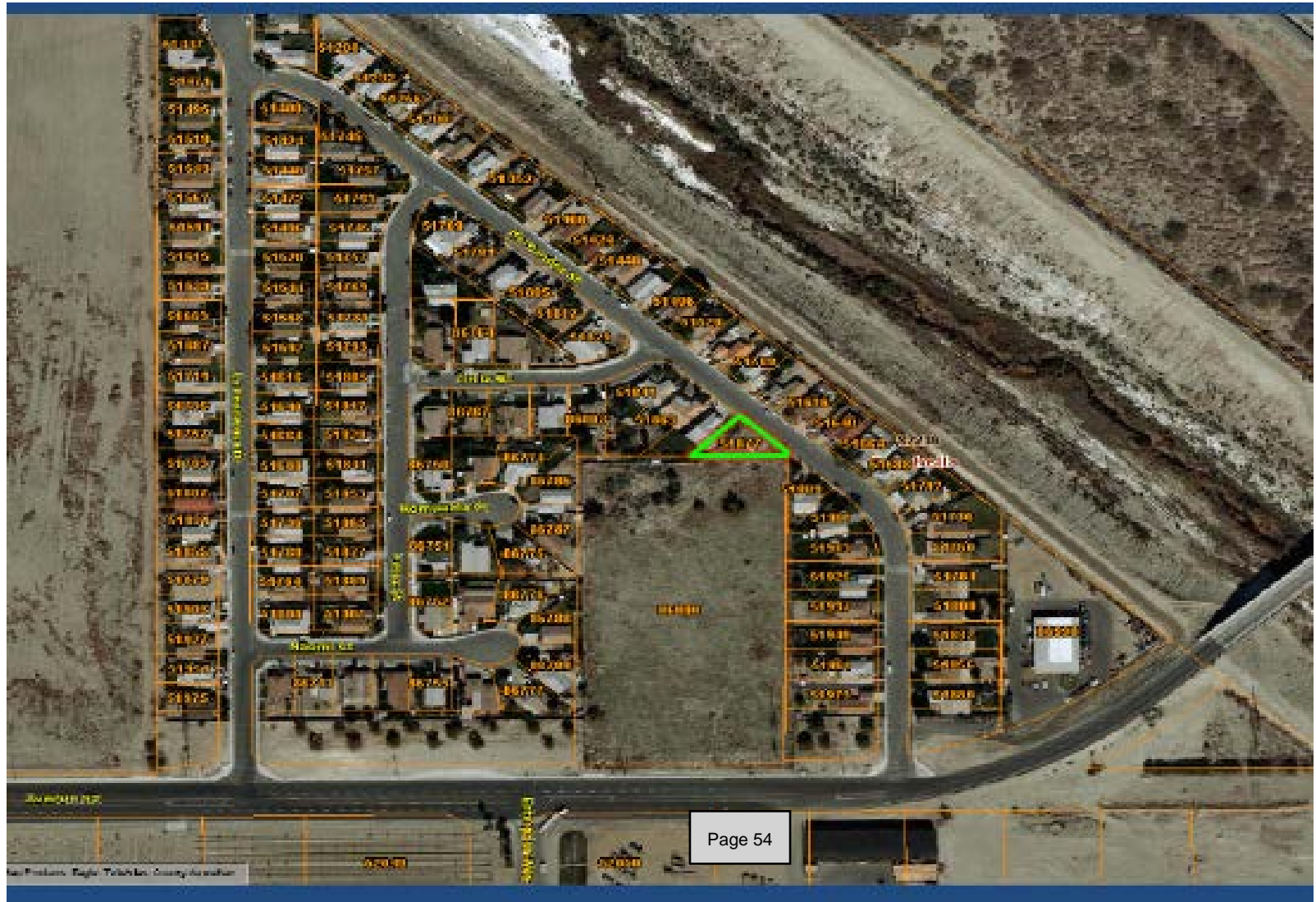
1609 4th St. (NE Corner Vine Ave. & 4th St.)



1308 6th St.



51-877 Hernandez St.



SE Corner of Douma St. and Damascus Ave.



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND
Lisa Wise Consulting, Inc.**

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement (“First Amendment”) dated as of the 25th day of February 2021 is entered into by and between the City of Coachella (“City”) and Lisa Wise, President (“Consultant”), of Lisa Wise Consulting, Inc., a California corporation with its principle place of business at 706 South Hill Street, Suite 1100, Los Angeles, CA 90014.

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated October 15, 2020 (“Agreement”), whereby Consultant agreed to prepare a General Plan Amendment for the Coachella 6th Cycle Housing Element Update project, more specifically described in “Exhibit A” of the Agreement.

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation, and amend the scope of work to include additional services related to the public outreach and community engagement efforts of the project.

ARTICLE 3. TERMS

3.1 The following sections of the Agreement are amended as described below:

A) The second sentence of Section 3.3.1 is hereby deleted in its entirety and amended to read as follows:

The total compensation shall not exceed One Hundred Thirty Thousand and Seventy Dollars (\$130,070.00) without written approval of City’s City Manager.

B) Task 5.A and 5.B of Exhibit A entitled “Scope of Services” is amended as shown below (deleted text in strikethrough and amended text is underlined):

Task 5.A Community Presentations and Meetings

LWC will lead three (3) Focus Group Meetings, and one (1) public workshop ~~two (2) public workshops~~ during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. City Staff is anticipated to prepare meeting notifications and participate in the meetings to help address community questions. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts.

Task 5.B Meetings with Planning Commission and City Council

Prior to the adoption of the final Housing Element, LWC will participate in one (1) study session and public hearings with both the Planning Commission and City Council to present findings and respond to questions and incorporate recommendations as appropriate. LWC will provide all materials and graphics for these hearings.

Meetings

- *One (1) study session with the Planning Commission and City Council*
- *One (1) public hearing with the Planning Commission*
- *One (1) public hearing with the City Council*

C) Exhibit A entitled “Scope of Services” is amended by adding a new Task 6 entitled “Public Engagement” as follows:

Task 6 Public Engagement (new)

LWC will work with the City to develop additional public engagement activities to include the development and strategizing purpose and timing of meetings for a steering/advisory committee, meeting facilitation for two of the steering/advisory committee meetings, development of a Housing Element website, and preparation of a Housing Element on-line survey.

Steering Committee Meetings

- *Two (2) steering committee meetings*

Deliverables

- *Engagement strategy for the Housing Element Steering/Advisory Committee*
- *Meeting presentation materials for the Steering/Advisory Committee*
- *City-sponsored website (with comment function and links to City social media)*
- *Develop On-Line Survey and compile Survey Results (City responsible for distribution and*

noticing of survey)

Lisa Wise Consulting, Inc. (LWC) will complete Task 6, resulting in minor adjustments to the prior-approved schedule and generation of additional and modified tasks. The total added fee for the Task 6 will be \$34,020.00.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COACHELLA

LISA WISE CONSULTING SERVICES, INC.

By: _____
City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney



MEMO

To: Luis Lopez, Development Services Director, City of Coachella
 From: Lisa Wise Consulting, Inc. (LWC)
 Date: February 3, 2021
 Subject: Public Engagement Options

Introduction

Per Government Code 65583(c)(7): "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." As such, the goal of the public outreach is to engage a broad variety of community members, including renters and lower-income residents. The following memo provides an overview of the potential public engagement options the City of Coachella (City) could choose to pursue during the development of the 6th cycle Housing Element update.

Meeting Type and Format

Given the current COVID-19 crisis, the City's public engagement will occur virtually via teleconference using GoToMeeting or another platform preferred by City staff.

Meeting Type options include:

- **Focus group meeting:** LWC will conduct focus group meetings with various stakeholder groups that represent different community perspectives. The purpose of these smaller (typically <10 persons) meetings is to understand housing challenges and opportunities from the perspective of these stakeholder groups and those they represent, and to solicit more detailed feedback and recommendations about various housing policies, and incorporate feedback into the Draft Housing Element. Meetings are approximately 1-hour long. LWC will prepare meeting questions, a brief presentation, and email invite language. Assumes City will schedule meetings.
- **Community-wide public workshop:** LWC will lead a public workshop(s) with the general public. The topic and timing of these meetings will vary depending on the City's preferred outreach approach. Meetings will typically consist of a presentation by LWC staff and opportunity for questions and comments. City will be responsible for noticing and translation services.
- **Public hearings:** LWC will participate in an agreed upon number of public hearings with the Planning Commission and/or with City Council. Meetings could be conducted as study sessions or adoption hearings. For each meeting LWC will prepare a presentation, answer questions, and prepare a summary of the feedback received. City will be responsible for noticing and preparing staff reports.

These meetings will be spaced throughout key points in the process, as determined by the agreed upon outreach approach.

Outreach Approaches

LWC proposes the following outreach approaches, given budget and timeline considerations:

| | Focus Group Meetings | Workshops | Study Sessions | Public Hearings |
|------------------------------------|----------------------|-----------|----------------|-----------------|
| Current Scope | | 2 | 1 | 2 |
| Alternative 1 (Recommended) | 3 | 1 | 1 | 2 |
| Alternative 2 | 2 | 2 | | 2 |

Current Scope

- Community workshops (2)
 - One workshop during development of the Draft Housing Element
 - One workshop to present Public Review Draft Housing Element
- Study session (1)
 - One joint study session with PC/CC to present Public Draft Housing Element
- Public hearings (2)
 - One PC adoption hearing
 - One CC adoption hearing

Alternative #1 (recommended)

- Focus groups (3)
 - Three focus group meetings during the development of the Draft Housing Element
- Community workshop (1)
 - One workshop to present the Public Review Draft Housing Element
- Study session (1)
 - One joint study session with PC/CC to present Public Draft Housing Element
- Public hearings (2)
 - One PC adoption hearing
 - One CC adoption hearing

Alternative #2

- Focus groups (2)
 - Two focus group meetings during the development of the Draft Housing Element
- Community workshop (2)
 - One workshop during development of the Draft Housing Element
 - One workshop to present Public Review Draft Housing Element
- Public hearings (2)
 - One PC adoption hearing
 - One CC adoption hearing

Additional Outreach Options

Based on input received from City Council on 1/27/21 regarding additional outreach activities the following is a menu of additional outreach services LWC can provide, as add on services:

- **Steering/Advisory Committee**

- Engagement Plan

LWC will work with the City to develop the engagement strategy for the involvement of the steering/advisory committee, including the number of and timing of meetings, purpose of each meeting, the role of the steering/advisory committee.

One time fee of \$7,800

- Meeting Facilitation

LWC can participate in steering committee/advisory committee meetings. Fee includes: support City in developing agenda, preparation of PowerPoint presentation, meeting summary notes. Meetings will be held virtually, via GoToMeeting or other City preferred platform.

Per meeting fee of \$4,610

- **Public Workshops**

LWC will prepare for and participate in additional public workshops. The number of and timing of additional workshops should be agreed upon at the onset of the project, to ensure adequate time to prepare for and determine purpose and topic of each workshop. Topics can include: introduce the Housing Element Update project, present and receive input on components of the Housing Element, and present the Public Draft Housing Element.

Meetings will be held virtually, via GoToMeeting or other City preferred platform. City will be responsible for providing live translation during meetings, and translating materials into other languages, as appropriate.

Per meeting fee of \$6,920

- **Additional Focus Group Meetings**

LWC will prepare for and facilitate additional 1-hour virtual focus group meetings, with no more than 10 participants in each meeting. This assumes Alternative #1 or #2 (above) are selected, and general materials for the meetings (such as presentation, invites, etc.) have already been prepared.

Per meeting fee of \$1,650

- **Print and Digital Media**

LWC will prepare a variety of print and digital media to advertise the Housing Element Update project. Items may include:

- Content for 3 Newspaper Advertisements (does not include fee for publishing) **Fee \$5,000**
- Content and Layout for 4 mailers and/or utility bill insert advertisements (does not include fee for printing or distributing) **Fee \$8,000**
- Content and Design of Flyers for public workshops **Fee \$1,500 each**
- Content for social media (combination of Twitter and Facebook) posts. (Assumes City post content on City run accounts) **Fee \$15,000**

- **Website**

LWC will develop a project website. LWC will post materials (i.e. agendas, meeting summaries, draft deliverables) on the website as they are available. Will include link to City run social media accounts and City webpage. Website will include comment box. **Fee \$7,000**

- **Online Survey**

LWC will prepare an online survey and summarize the results in a memo. LWC will work with the City on method of distribution, including posting on the project website, links sent via social media and email blasts. **Fee \$10,000**



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: First Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc. to prepare the City of Coachella - 6th Cycle Housing Element Update to the General Plan, in the amount of \$130,070.00 and authorize a re-allocation of SB-2 Grant funding for this Agreement as part of approved Housing-Related Tasks.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached First Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc, in the amount of \$130,070.00 (augmenting the original scope by \$34,020) and authorize a re-allocation of SB-2 Grant funds for this Agreement, and Housing-Related Tasks.

BACKGROUND:

On January 27, 2021 the City Council conducted a study session with staff and consultant David Bergman, representing Lisa Wise Consulting Services. At the study session, City Council gave majority direction to augment the scope of work for the consultant to include additional public outreach efforts. The consultant has submitted a revised scope of work proposal showing a modification of the current scope for meetings to include three “focus groups” (at no extra charge), and offered additional services such as the facilitation of a “steering committee” and a Housing Element website, and an on-line survey.

DISCUSSION/ANALYSIS:

Attached to this staff report is a document entitled First Amendment to Professional Services Agreement that will modify the anticipated number of public meetings to include two “focus group” meetings, and to augment the public outreach efforts. The consultant provided a proposal showing enhanced public participation options that are “within the current budget” but adjusts the number and type of public meetings. Staff recommends “Option 2” which includes three “focus group” meetings to be facilitated by the consultant.

In addition, the consultant provided a variety of “optional tasks” that would be added as new tasks (shown as Task 6 in the attached First Amendment to PSA) with a budget adjustment. Staff is recommending the options for Facilitation of a “Steering Committee” (with a minimum of two

meetings – this includes the basic task of \$7,800 plus one meeting facilitation fee of \$4,610), the “Housing Element Website” and the “On Line Survey” options. The original Professional Services Agreement is also attached for reference. The augmented tasks will increase the total budget by \$34,020 bringing the grand total to \$130,070 as shown in the staff recommendation above.

Grant Funding Re-Appportionment:

The original Professional Services Agreement with Lisa Wise Consulting, Inc. qualified for grant funding under California HCD’s Local Early Action Planning (LEAP) and SB2 Grant programs, and staff previously obtained City Council authorization for this work. Staff would like to re-appportion additional funding from the SB-2 Grant funds to make up the difference in the contract amount for the First Amendment to Professional Services Agreement attached to this report.

The following chart shows the latest allocated grant amounts for a variety of housing-related tasks. The columns on the far right indicate how staff intends to re-appportion the funding to make up the difference in the anticipated contract work for the Housing Element Update, and the recently-authorized 5th Cycle Rezoning program work (MSA contract was for \$53,310.00).

| TASK | LEAP GRANT | SB2 GRANT |
|---|----------------------|----------------------|
| HOUSING ELEMENT UPDATE | \$ 65,000.00 | \$ 31,050.00 |
| CEQA PROCESSING + REZONING (5th Cycle RHNA) | \$ 50,000.00 | \$ 3,310.00 |
| ELECTRONIC PERMITTING SYSTEM | \$ 25,000.00 | \$ 27,600.00 |
| ELECTRONIC PLAN CHECK SOFTWARE | \$ - | \$ 21,000.00 |
| ADU/JADU ARCHITECTURAL DRAWINGS | \$ 10,000.00 | \$ 77,040.00 |
| ADU/JADU Outreach/Research/Design | \$ 5,000.00 | |
| Conceptual ADU/JADU Standard Drawing Plans | \$ 5,000.00 | \$ 15,000.00 |
| Final ADU/JADU Construction Drawing Plans | - | \$ 62,040.00 |
| Total Projected Cost \$ | \$ 150,000.00 | \$ 160,000.00 |

The above charts show the City’s previously-allocated amount of \$96,050 for the Housing Element Update as part of the LEAP and SB2 Grant funds. Additionally, staff has contracts in place for the 5th Cycle RHNA rezoning (\$53,310) and new “Permit Tracking System” (\$52,600). In order to facilitate additional public engagement work for the LWC agreement, staff proposes to reduce the SB2 funding for ADU/JADU Architectural Drawings (\$77,040) by \$32,040. There are excess funds in this appropriation that are available to re-direct.

As previously stated, the original Professional Services Agreement is contingent upon grant funding being in place to pay for at least 75% of the award, even though the City's Grants Manager has assured staff that 100% of this work qualifies under the existing grant programs as explained above.

ALTERNATIVES:

1. Authorize the City Manager to execute the attached First Amendment to Professional Services Agreement with Lisa Wise, Inc. and re-allocate grant funding for the Housing-Related Tasks.
2. Authorize the City Manager to execute the attached Professional Services Agreement with Lisa Wise, Inc., with added or modified terms, and re-allocate grant funding for the Housing-Related Tasks.
3. Continue this item and provide staff direction.

FISCAL IMPACT:

The terms of the Lisa Wise Consulting, Inc. Agreement would require the City to pay up to 25% of the contract cost, or \$32,517.50 out of General Fund accounts, which are budgeted for in the current operating budget for the Community Development Department. The remaining 75% of the contract work must qualify for grant funding. Staff anticipates no fiscal impact in that the project will qualify for full funding through re-apportionment of the SB-2 Grant funding that the City has been awarded.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #2 as noted above.

Attachment: First Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc.
Public Engagement Proposal submitted by Lisa Wise Consulting, Inc.
Executed PSA with Lisa Wise Consulting, Inc.



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 02/18/2021

July 1, 2020 - June 30, 2021

2. Total Amount Requested: \$ 1,000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested. N/A

3. Proposed Program/Service of Funding Request:

Food Basket Distribution

4. Agency/Organization:

Galilee Center, Inc.

5. Mailing Address:

PO BOX 308

City: Mecca Zip: 92254

6. Telephone: (760) 396-9100

Fax: (760) 396-5400

7. Official Contact Person:

Name: Lupe Torres

Title: Director of Operations

Telephone: (760) 396-9100

Fax: (760) 396-5400

E-mail: ltorres@galileecenter.org

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?

Yes No (Attach documentation)

9. How long has this organization been in existence?

10 years on July 29, 2020

10. Has the organization previously received funding from the City of Coachella?

Yes No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

Christmas Food Baskets

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

Galilee Center provides food baskets throughout the year and we anticipate on using funds from this grant for the month of April, so we could provide a healthy food basket for families during this COVID-19 pandemic crisis.

13. Describe briefly how the requested funds will be used.

Funds will be used to purchase dairy products for our weekly food distribution.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

Yes, other funding sources include monetary donations, private food donations and food drives at local grocery stores.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

Our weekly food distribution will continue beyond the period provided by this grant and we are constantly seeking financial support through donations and grants.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

Every week we distribute food baskets at our facility in Mecca to more than 350 families or 1,400 people residing in the eastern Coachella Valley. Approximately 20% or 70 families, which is equivalent to 280 people come from the city of Coachella.

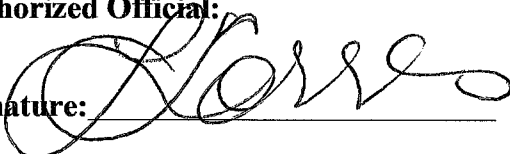
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

The families are low income seasonal workers, unemployed, or with an income well below the poverty level, which have been affected by the COVID-19 pandemic.

18. Attach a proposed budget for requested funds.

Authorized Official:

Signature:



Title: Director of operations

Date:

2/18/21

Galilee Center Services and Program Budget 2021

| Item Description | Amount |
|--|-------------------|
| OLG Shelter Program | 427,279 |
| Food – Weekly Distribution | 240,000 |
| Baby Diapers & Formula | 20,880 |
| Rental Assistance | 159,000 |
| Utility Assistance | 18,000 |
| Senior Services | 8,400 |
| Back Packs (Back packs and school supplies for children) | 9,500 |
| Christmas Celebration (New toys and bikes for children) | 12,000 |
| Epiphany Day (New shoes & socks for children) | 7,000 |
| Total Emergency Program Budget | \$ 902,059 |

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 08 2010**

GALILEE CENTER INC
C/O CLAUDIA CASTORENA
83-056 LONG COVE DR
INDIO, CA 92203

Employer Identification Number:
27-3133601
DLN:
17053263336010
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 25, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

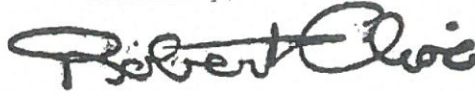
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

GALILEE CENTER INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent "C" at the end.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community Based Grant to the Galilee Center in the Amount of \$1,000 to Support their Food Basket Distribution Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Galilee Center in the amount of \$1,000.00 to support their food basket distribution program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Galilee Center is nonprofit organization with the mission to fulfill the needs of the underprivileged and disadvantaged by providing food, clothing, and other basic needs and affirm their dignity with love, compassion and respect. The Galilee Center is requesting grant funding support to provide food baskets to City of Coachella families.

ALTERNATIVES:

1. Authorize a Community Based Grant to the Galilee Center in the Amount of \$1,000 to Support their Food Distribution Program
2. Not Authorize a Community Based Grant to the Galilee Center in the Amount of \$1,000 to Support their Food Distribution Program

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$11,000.00 for the remainder of the fiscal year.

ATTACHMENTS:

1. Copy of Application



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Approval of Public Art - Desert Tree Sculpture Installation

STAFF RECOMMENDATION:

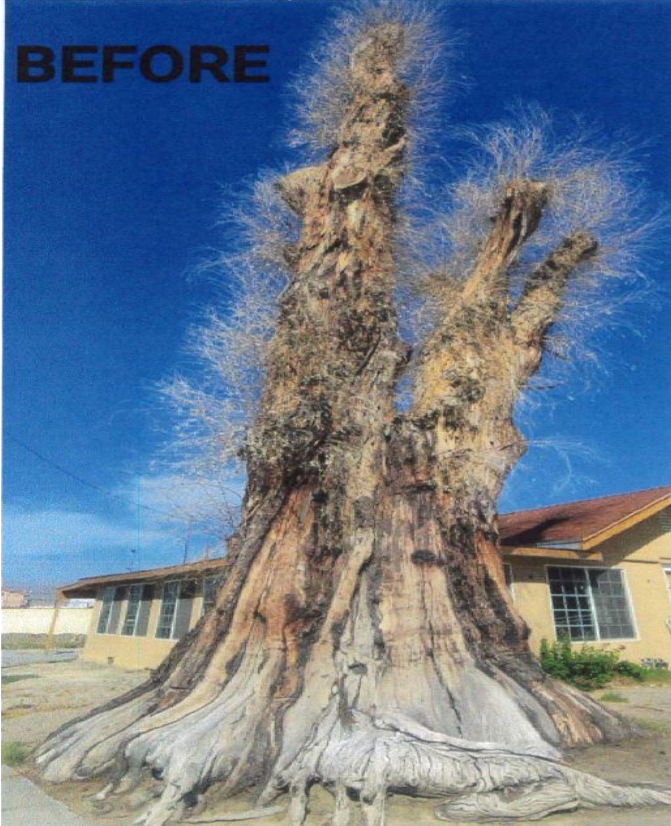
Staff recommends that the City Council approve the Desert Tree Sculpture art installation and recommend an award of sponsorship in the amount of \$10,000 from the City of Coachella's Art in Public Place Program.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art. On February 17, 2021, the Planning Commission/Arts Commission reviewed and approved the Desert Tree Sculpture.

DISCUSSION/ANALYSIS:

The Applicant, Jimmy Meza is the owner of the subject site, and is in the process of renovating the existing building for commercial uses. He is requesting a sponsorship of a new public art sculpture located at 810 Vine Avenue. The new art installation transformed the trunk and branches of a dead historic eucalyptus tree, into a 60-foot tall tree sculpture with various Coachella Valley desert animals and images. The Artist, Mr. Bob King, used a chain saw to create the various art images and animals that represent the City's ecosystem and cultural heritage. The "before and after" images are shown below:





This sponsorship would diversify our existing public arts program and bring additional National/International recognition to our City, while supporting jobs, generating tax revenue and increasing tourism into the Eastern portion of the Coachella Valley. Due to its significant return on investment, staff recommends that the City Council approve a sponsorship amount of \$10,000, subject to an arts procurement agreement

ALTERNATIVES:

1. Recommend no action.
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, the \$10,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for the Fiscal Year 2020-2021.

ATTACHMENT(S):

- Desert Tree Sculpture - Art in Public Places Application
- Desert Tree Sculpture - Presentation

COACHELLA CITY COUNCIL MEETING

February 24, 2021

Item 3 – Desert Tree Sculpture

- Applicant/Property Owner – Jimmy Meza
- Artist – Bob King
- Project Location – 810 Vine Street
- Art Description – Transforming the trunk and branches of a dead historic eucalyptus tree into a 60-foot tall tree sculpture with various Coachella Valley desert animals and images. The artist used a chain saw and other wood tools to create the various art image and animals that represent the City's ecosystem and cultural heritage.
- Request Amount - \$10,000

Item 3 – Desert Tree Sculpture



Item 3 – Desert Tree Sculpture

Before



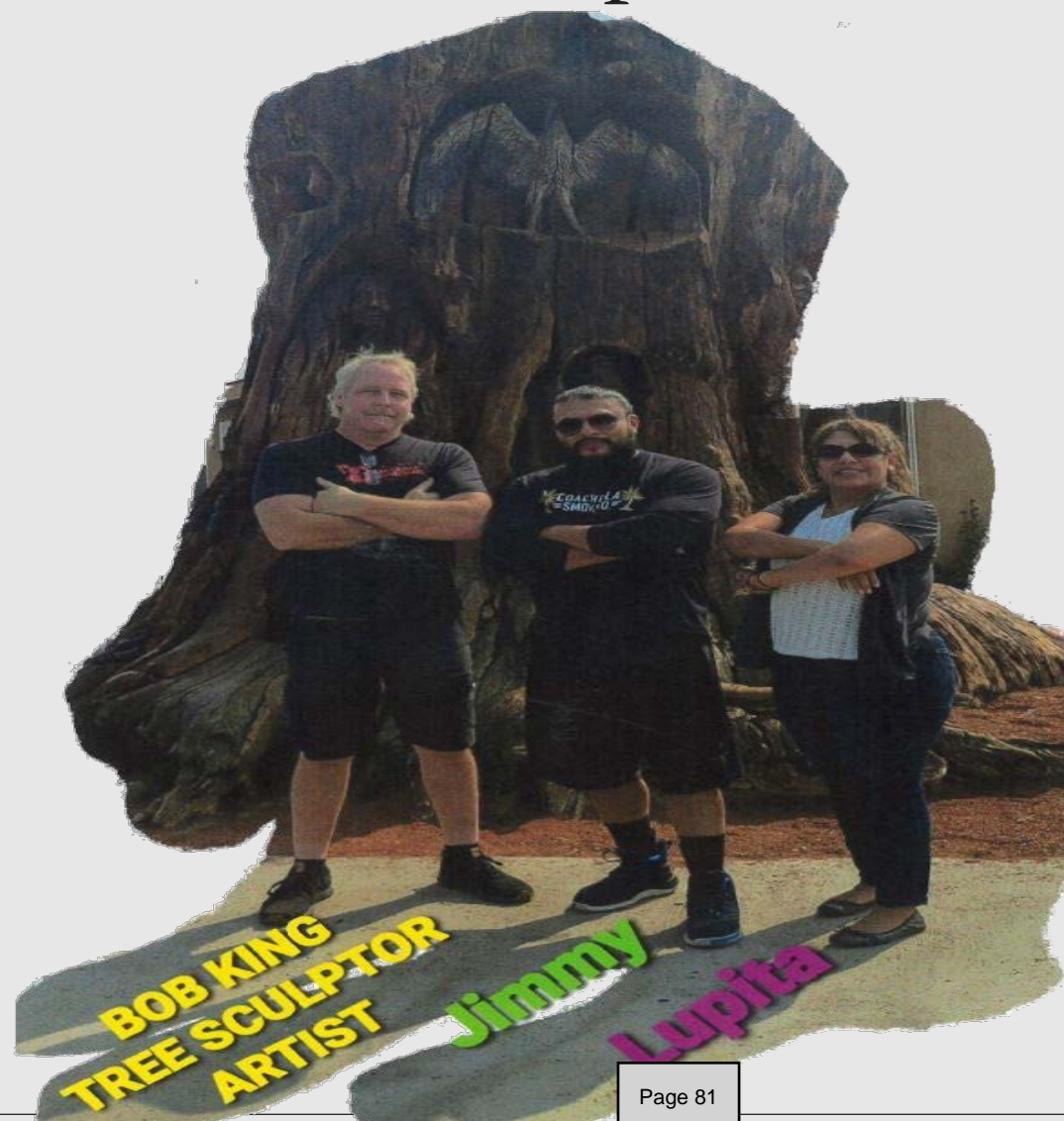
After



Item 3 – Desert Tree Sculpture



Item 3 – Desert Tree Sculpture



Questions/Comments





City of Coachella Art in Public Places Application Form

Purpose: The purpose of the Public Arts Commission shall be to act in an advisory capacity to the City Council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the City; to implement the City's Art in Public Places Program, and to encourage the integration of cultural affairs into the social and economic fabric of the City to improve the quality of life for City residents. Art in public places are intended to promote the general welfare of the public through the acquisition and installation of public art works (Municipal Code Chapter 4.48).

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Division and Development Services Department. If you have any questions while completing this application please ask a member of the Planning Division for assistance. Incomplete applications will not be accepted (or the process may be delayed).

Fees apply to:

1. New commercial and industrial construction
2. Remodeling or reconstruction of existing commercial or industrial property;
3. New residential development of two or more units built in the same tract by the same owner or developer;
4. New individual single-family dwelling units in an existing subdivision with a permit valuation over \$100,000.

Fees are based on a percentage of the building cost:

1. One-half of one percent (.005) for new commercial or residential construction;
2. One-half of one percent (.005) for remodel or reconstruction of existing commercial or industrial property;
3. One quarter of one percent (.0025) for new residential subdivision of two or more units;
4. One quarter or one percent (.0025) for new individual single-family units constructed in an existing subdivision with a building permit over \$100,000 for that portion of the building permit valuation in excess of \$100,000.

Guidelines for approval and maintenance of art in public places shall include, but are not limited to, the following criteria:

WORK PLAN/ARTWORK PRODUCTION SCHEDULE (suggested)

- Phase I Design Development
Date:
- a. Conceptual design approval by Art in Public Places Commission and City Council
 - b. Start up meeting with client
 - c. Design Development
- Phase II Design Completion and Commencement of Fabrication & Site Work
Date:
- a. Structural approval (client)
 - b. Order materials
 - c. Begin fabrication
- Phase III Studio Fabrication Completion
Date:
- a. Break out fabrication points
- Phase IV Installation Completion
Date:
- a. Acquisition of all appropriate certificates and permits
 - b. Site preparation
 - c. Installation of artwork on site
 - d. Site clean up
- Phase V Final Acceptance
Date:
- a. Notification of Completion received by City staff
 - b. Final approval from Art in Public Places Commission and City Council (submit letter requesting approval)
 - c. Application of Certificate of Occupancy
 - d. Submittal of Project Completion Notification and request for return of funds

- A. Quality of the artwork;
- B. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the Planning Commission;
- C. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
- D. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
- E. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
- F. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
- G. Diversity. The public arts program should strive for diversity of style, scale, media, artists—including ethnicity and gender and equitable distribution of artworks and art places throughout the city;
- H. Visibility. The art work shall be clearly visible and easily accessible to the public
- I. Site Plan. The application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other accessories to complement and protect the art work
- J. Artist. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art

PROJECT INFORMATION (PLEASE PRINT OR TYPE)

Project Business Name: ARBOL Marketing & Productions Co.

Square Footage of Proposed Development: 1216

Property Address/Location: 810 Vine Ave. Coachella, CA. 92236

Assessor's Parcel Number(s): 778061005

Project Owner: Guadalupe Puga & Jimmy Meza Telephone No.: 442-218-9750

Owner Address: 44-280 Palo Verde St.

City: Indio State: CA Zip Code: 92201

E-mail Address: Jaymeza@gmail.com

Architect: Bob King

Architect Address: _____

Telephone No.: 253-686-8983 Fax No.: _____

Dev. Project Completion (Estimated): _____

AIPP Fee Amount: \$ _____

Total Artwork Cost: \$ 65K

ARTIST/ARTWORK INFORMATION

Program Option (Please check one)

- A. Artwork on Site
- B. Donate Artwork to City of Coachella
- C. In Lieu Fee

Artwork Budget \$ 65K

Artwork Title: Desert Tree

Artwork Site: 810 Vine Ave

Artwork Material: Tree Sculpture

Artwork Dimension: 60FT Tall 6 FT Circumference

Artist Name: Bob King Telephone No.: 253-686-8983

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Estimated Artwork Completion Date: Oct. 1, 2020

PROJECT APPLICANT REPRESENTATIVE

Applicant/Representative Name: Jimmy Meza Nickname (if any): Jay

Company Name: Arbol Marketing & Production Company

Address: 44280 Palo Verde St E-mail Address: _____

City: Indio State: CA Zip Code: 92201

ARTWORK PROPOSAL AND SPECIFICATIONS

Describe the artwork, its location, materials, installation requirements, and maintenance needs as completely as possible. You may use additional paper to complete this section of the application.

1. Artwork Description 60 FT Tree Sculpture of animals native to California

2. Siting Corner of 5th & Vine St Coachella

3. Materials with Specifications Artist Bob King

4. Fabrication and Installation Procedures Chainsaw Sculpture

5. Yearly Maintenance and Conservation 1500 Wood sealer/finish staze

Budget

Total AIPP FEE \$ _____

This worksheet is intended as a budgetary guideline to assist in developing accurate artwork cost projections. Once completed, this form should reflect all expenses associated with designing, fabricating, and installing the proposed artwork and should equal the public art fee. Differences in total expenses, which are less than the fee, will not be refunded at project completion.

Travel

Airfare: _____
Car Rental: machine rental 2300/11A-Dorm
Per Diem@ \$2300 per day month For the month

Transportation

(Materials or finished artwork)

Insurance _____

Office/Studio _____
(Phone, fax, postage, etc.)

Installation Costs

Labor 1500 + 65K for sculpture
Equipment Rental 2300
Security _____
Permits _____
Other _____

Professional Fees

Architect 65K
Landscape Architect _____ Engineer _____

Other Costs (List)

lighting 2 Landscape 1500 for clean-up 15K for outside

Fabrication Costs

Materials _____
Labor _____

Contingency _____

Site Preparation

Landscaping 15K
Electrical _____
Plumbing _____
Foundation _____
Other _____

Subtotal _____

Artist Fee _____

Grand Total _____

Telephone No.: 266-447-218-9750 Fax No.: _____

I certify under penalty of perjury that all the application information is true and correct:

Applicant's Signature: *[Signature]* Date: 11-23-20

Date/Time Received: _____ Received By: _____ Amount Received: _____

A.P.P # _____ Receipt No(s): _____

SUBMITAL REQUIREMENTS

The Submittal Requirements provides the basic information necessary for review by the Development Services Department (staff review by City Departments). The Development Services Department may determine that additional information is required before further processing can take place.

- a. Complete and signed Art in Public Places Application Form
- b. Copy of Fee Receipt for \$ _____
- c. One overall concept drawing showing the work in plan, and;
- d. One rendered presentation drawing (plan and elevation), and;
- e. A site plan with building and grade elevation showing the placement of the proposed artwork, and;
- f. An artist concept statement, and;
- g. An artist resume or CV, and;
- h. Examples of artist's previous work, and;
- i. Evidence of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient).
- j. Maintenance plan (including frequency and anticipated costs of maintenance and description of materials).



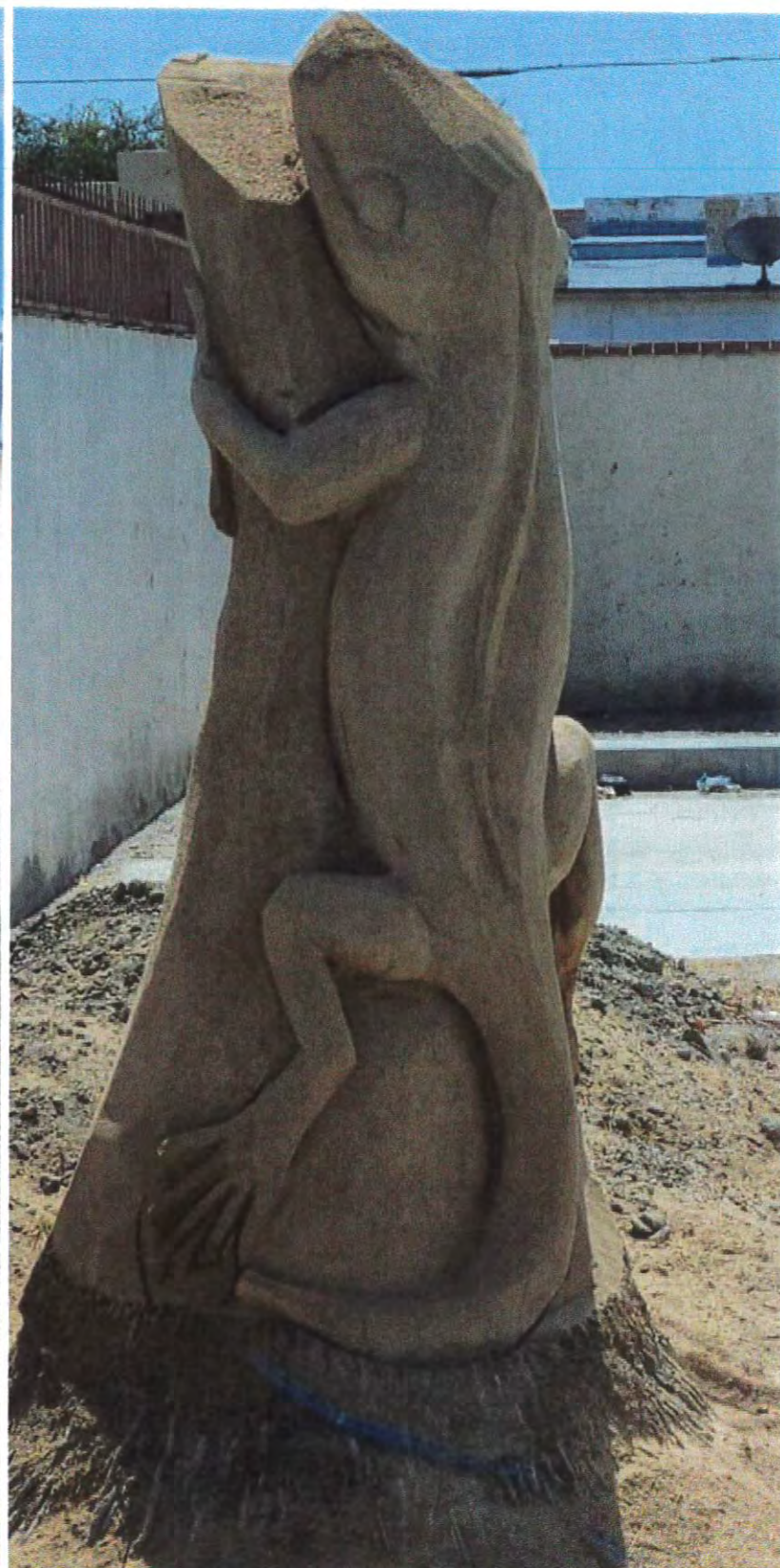






Desert GECKO

Item 13.





BOB KING
TREE SCULPTOR
ARTIST

Jimmy

Lupita



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Approval of 3-D Wall Art Mural Installation

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the proposed 3-D Wall Art Mural project and recommend an award a sponsorship in the amount of \$10,000 from the City of Coachella's Art in Public Place Program.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art. On February 17, 2021, the Planning Commission/Arts Commission reviewed and approved the 3-D Wall art mural.

DISCUSSION/ANALYSIS:

The Applicant, Jimmy Meza is requesting a sponsorship of a new public art mural exhibition located at 810 Vine Avenue. The new art mural converted a blank property line masonry wall with a new mural showing various Coachella Valley desert animals. The masonry wall extends 50 feet along the western boundary and 100 feet along the southern boundary of the subject property. The wall is visible to the 5th Street frontage, due to the prior removal of a fire-damaged building on the site. The Artist, Mr. Everado Calvez, used a unique 3-D art technique to create the various art desert animals that represent the City's ecosystem and cultural heritage.



This sponsorship will diversify our existing public arts program and bring additional national/international recognition to our City, while supporting jobs, generating tax revenue and increasing tourism into the Eastern portion of the Coachella Valley. Due to its significant return on investment, Staff recommends the sponsorship amount of \$10,000.

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, the \$10,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for the Fiscal Year 2020-2021.

ATTACHMENT(S):

- 3-D Wall Art Mural in Public Places Application
- 3-D Wall Art Mural - Presentation

COACHELLA CITY COUNCIL MEETING

February 24, 2021

Item 4 – 3-D Wall Art Mural

- Applicant/Property Owner – Jimmy Meza
- Artist – Everado Calvez
- Project Location – 810 Vine Street
- Art Description – The new art mural converted a blank property line masonry wall with a new mural showing various Coachella Valley desert animals. The masonry wall extends 50 feet along the western boundary and 100 feet along the southern boundary of the subject property. The wall is visible to the 5th Street frontage, due to the prior removal of a fire-damaged building on the site.
- Request Amount - \$10,000

Item 4 – 3-D Wall Art Mural



Item 4 – 3-D Wall Art Mural



Questions/Comments





City of Coachella Art in Public Places Application Form

Purpose: The purpose of the Public Arts Commission shall be to act in an advisory capacity to the City Council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the City; to implement the City's Art in Public Places Program, and to encourage the integration of cultural affairs into the social and economic fabric of the City to improve the quality of life for City residents. Art in public places are intended to promote the general welfare of the public through the acquisition and installation of public art works (Municipal Code Chapter 4.48).

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Division and Development Services Department. If you have any questions while completing this application please ask a member of the Planning Division for assistance. Incomplete applications will not be accepted (or the process may be delayed).

Fees apply to:

1. New commercial and industrial construction
2. Remodeling or reconstruction of existing commercial or industrial property;
3. New residential development of two or more units built in the same tract by the same owner or developer;
4. New individual single-family dwelling units in an existing subdivision with a permit valuation over \$100,000.

Fees are based on a percentage of the building cost:

1. One-half of one percent (.005) for new commercial or residential construction;
2. One-half of one percent (.005) for remodel or reconstruction of existing commercial or industrial property;
3. One quarter of one percent (.0025) for new residential subdivision of two or more units;
4. One quarter or one percent (.0025) for new individual single-family units constructed in an existing subdivision with a building permit over \$100,000 for that portion of the building permit valuation in excess of \$100,000.

Guidelines for approval and maintenance of art in public places shall include, but are not limited to, the following criteria:

- A. Quality of the artwork;
- B. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the Planning Commission;
- C. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
- D. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
- E. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
- F. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
- G. Diversity. The public arts program should strive for diversity of style, scale, media, artists— including ethnicity and gender and equitable distribution of artworks and art places throughout the city;
- H. Visibility. The art work shall be clearly visible and easily accessible to the public
- I. Site Plan. The application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other accessories to complement and protect the art work
- J. Artist. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art

PROJECT INFORMATION (PLEASE PRINT OR TYPE)

Project Business Name: ARBOL Marketing & Productions Co.

Square Footage of Proposed Development: 1216

Property Address/Location: 810 Vine Ave. Coachella, CA. 92236

Assessor's Parcel Number(s): 778061005

Project Owner: Guadalupe Puga & Jimmy Meza Telephone No.: 442-218-9750

Owner Address: 44-280 Palo Verde ST.

City: Indio State: CA Zip Code: 92201

E-mail Address: JJaymeza@gmail.com

Architect: Everardo Galvez

Architect Address: _____

Telephone No.: 714 488-8166 Fax No.: _____

ARTWORK PROPOSAL AND SPECIFICATIONS

Describe the artwork, its location, materials, installation requirements, and maintenance needs as completely as possible. You may use additional paper to complete this section of the application.

1. Artwork Description Art mural on 6 FT x 100 FT wall
surrounding the building as well as 6 FT x 100 FT
inside business

2. Siting 810 Vine Vine Ave
Coachella CA 92201

3. Materials with Specifications sketch/paint

4. Fabrication and Installation Procedures sketch & paint

5. Yearly Maintenance and Conservation

Dev. Project Completion (Estimated): Jan 1 2021

AIPP Fee Amount: \$ _____

Total Artwork Cost: \$ 55K

ARTIST/ARTWORK INFORMATION

Program Option (Please check one)

- A. Artwork on Site
- B. Donate Artwork to City of Coachella
- C. In Lieu Fee

Artwork Budget \$ _____

Artwork Title: 3D Art Mural

Artwork Site: 810 Vine Ave Coachella CA 92236

Artwork Material: Color Paint & Sketch

Artwork Dimension: 6 FT by 120 FT - 6 FT x 130 FT

Artist Name: Everardo Calvez Telephone No.: 714-488-8166

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: CalvezEver@Hot.com

Estimated Artwork Completion Date: Jan 1 2021

PROJECT APPLICANT REPRESENTATIVE

Applicant/Representative Name: Jimmy Meza Nickname (if any): _____

Company Name: Arbol Marketing & Productions Co.

Address: 810 Vine Ave E-mail Address: JayMeza@gmail.com

City: Coachella State: CA Zip Code: 92201

Budget

Total AIPP FEE \$ _____

This worksheet is intended as a budgetary guideline to assist in developing accurate artwork cost projections. Once completed, this form should reflect all expenses associated with designing, fabricating, and installing the proposed artwork and should equal the public art fee. Differences in total expenses, which are less than the fee, will not be refunded at project completion.

Travel

Airfare: _____
Car Rental: _____
Per Diem@
\$ _____ per day _____

Transportation

(Materials or finished artwork)

Insurance _____

Installation Costs

Labor _____
Equipment Rental _____
Security _____
Permits _____
Other _____

Office/Studio _____

(Phone, fax, postage, etc.)

Professional Fees

Architect Envarado Galvez
Landscape Architect _____ Engineer _____

Other Costs (List)

Food & Cos allowance 20.00 per day

Fabrication Costs

Materials Paint
Labor per contract 50k

Contingency _____

Site Preparation

Landscaping _____
Electrical _____
Plumbing _____
Foundation _____
Other _____

Subtotal _____

Artist Fee _____

Grand Total _____

Telephone No. 412-218-9750 Fax No.: _____

I certify under penalty of perjury that all the application information is true and correct:

Applicant's Signature: *[Signature]* Date: 11/23-20

Date/Time Received: _____ Received By: _____ Amount Received: _____

A.P.P # _____ Receipt No(s): _____

SUBMITAL REQUIREMENTS

The Submittal Requirements provides the basic information necessary for review by the Development Services Department (staff review by City Departments). The Development Services Department may determine that additional information is required before further processing can take place.

- a. Complete and signed Art in Public Places Application Form
- b. Copy of Fee Receipt for \$ _____
- c. One overall concept drawing showing the work in plan, and;
- d. One rendered presentation drawing (plan and elevation), and;
- e. A site plan with building and grade elevation showing the placement of the proposed artwork, and;
- f. An artist concept statement, and;
- g. An artist resume or CV, and;
- h. Examples of artist's previous work, and;
- i. Evidence of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient).
- j. Maintenance plan (including frequency and anticipated costs of maintenance and description of materials).



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Approval of Mujeres Murals Art Exhibition Installation

STAFF RECOMMENDATION:

Staff recommends that the City Manager approve the proposed public art and recommend to the City Council an award of sponsorship for the installation of the “Mujeres Murals” art installation project in the amount of \$1,000 for the City of Coachella’s Art in Public Place Program.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art. On February 17, 2021, the Planning Commission/Arts Commission reviewed and approved the Mujeres Mural art installation.

DISCUSSION/ANALYSIS:

The Applicant and Artist, Mrs, Cecelia Zendejas, is requesting to install a new public art mural exhibition at 1515 Sixth Street, the City of Coachella’s Old Engineering Department Building. The new art mural will be installed on the opposite wall of the existing “Coachella Wings” art mural, as shown in the images below.

The inspiration for the project is to obtain stories from our local community, more specifically, the East end of the Valley. The stories could range anywhere from topics on the current COVID crisis and how it impacts our local families, to voting, culture, community, family to specific messages of hope.

Proposed Location for “Mujeres Murals” art installation:

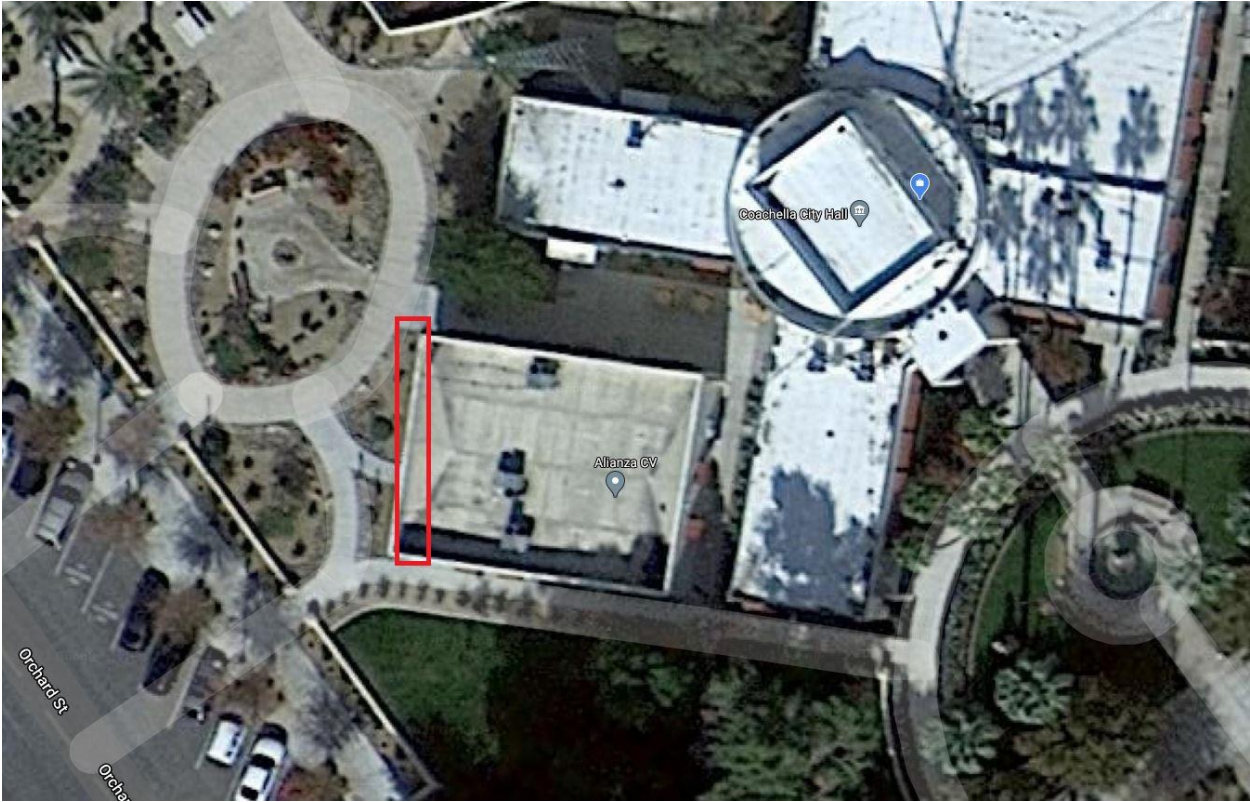


Image of Proposed “Mujeres Murals” artistic concept:



This sponsorship will diversify our existing public arts program and bring additional national/international recognition to our City, while supporting jobs, generating tax revenue and increasing tourism into the Eastern portion of the Coachella Valley. Due to its significant return on investment, Staff recommends the sponsorship amount of \$1,000.

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, the \$1,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for the Fiscal Year 2020-2021.

ATTACHMENT(S):

- Mujeres Mural – Presentation
- Mujeres Murals – Application



COACHELLA MURAL

01/09/2020

Mujeres Murals

% CECE'S ARTISTIC TOUCH

82955 WHEATLEY CT

INDIO, CA 92201

History

Mujeres Murals was founded in 2019 by myself, Cecelia Zendejas. I was asked to do a mural project in Indio and I knew immediately I needed assistance as this was a big project. I specifically requested two local artists, Evelyn Rivera and Clarissa Cervantes. From that point forward, we created Mujeres Murals and have done many local projects throughout the Coachella Valley. We work very well together and we specialize in bringing in our own unique styles and creating beautiful art. In July of last year, we were asked by a local non profit organization, ALIANZA, to participate in a mural project sponsored by UC Berkley. The inspiration for the project is to obtain stories from our local community, more specifically, the East end of the Valley. The stories could range anywhere from topics on the current COVID crisis and how it impacts our local families, to voting, culture, community, family to specific messages of hope. For the stories, we partnered with a local group named, QUE MADRE!, their teen volunteers were able to compile stories for us. We then created 3 different vision pieces from those stories. The first mural has been completed, its located in Mecca behind Leon's market. (Exhibit A) Our second mural is now getting final approvals. This one will be done at the Thermal Senior Center, tentative date 2/202.

Goals

1. We strive to create beautiful works of art throughout the Coachella Valley
2. We are very thorough with our pieces and specialize in completing them as swiftly as possible.

Specifications

We are not specifically requesting a budget for our time/mural materials. However we are requesting funding for paints.

EXHIBIT A:

Completed Mural in Mecca, CA

















CECE'S ARTISTIC TOUCH 01/11/2021
82955 WHEATLEY CT
INDIO, CA 92201
(760) 567-1072
cececruzen333@gmail.com

PROPOSAL: Request for funds/Mural project

| | | |
|-------|-----------------------------------|---------------|
| PAINT | Outdoor/semi gloss paint w/primer | 10-20 gallons |
| TOTAL | | \$500.00 |

We are only requesting funding for paint for this project.

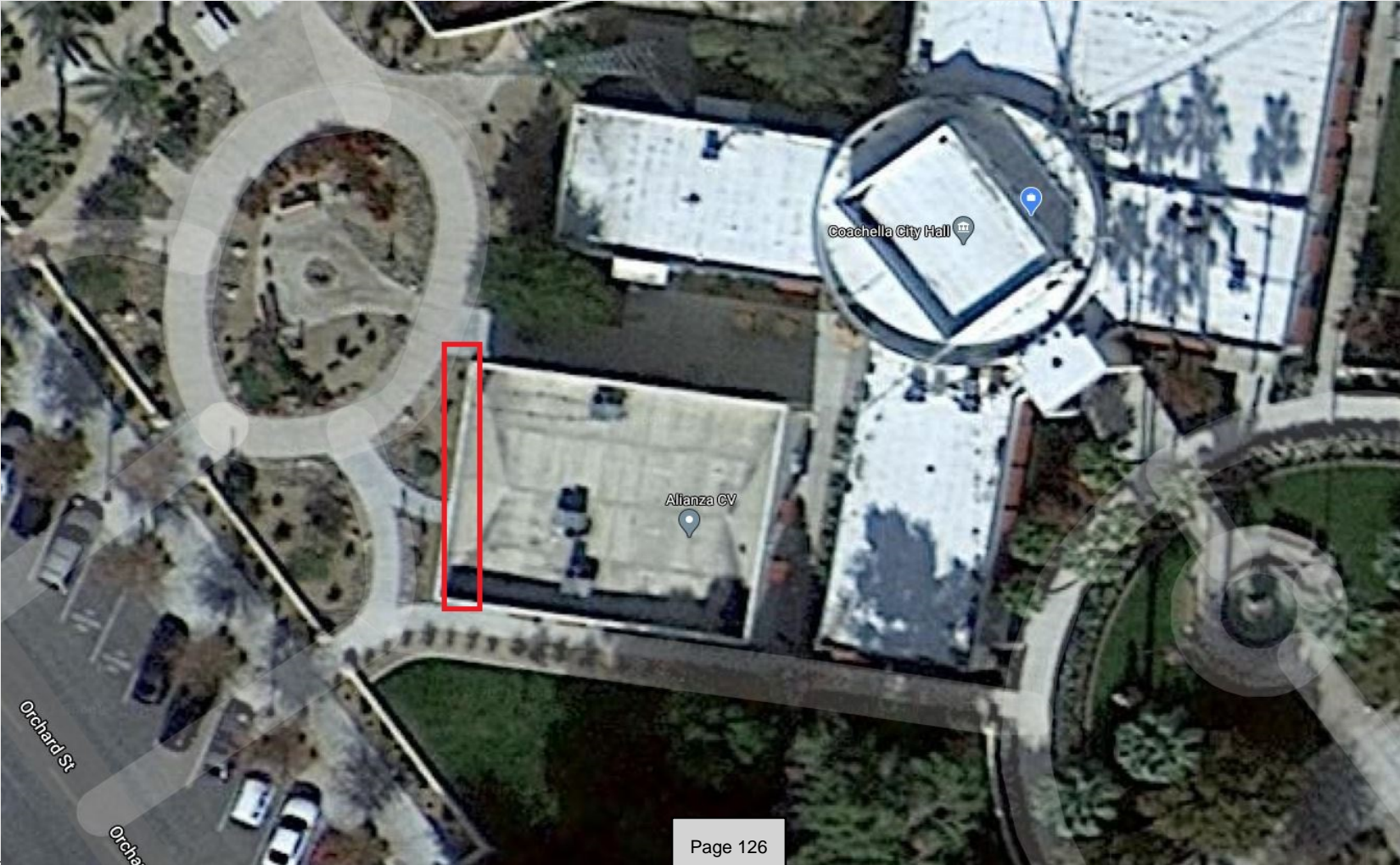
COACHELLA CITY COUNCIL MEETING

February 24, 2021

Item 5 – Mujeres Murals Art Exhibition

- Applicant/Artist – Cecilia Zendejas
- Property Owner – The City of Coachella
- Project Location – 1515 Sixth Street “Old Engineering Building”
- Art Description – The inspiration for the project is to obtain stories from our local community, more specifically, the East end of the Valley. The stories could range anywhere from topics on the current COVID crisis and how it impacts our local families, to voting, culture, community, family to specific messages of hope. For the stories, we partnered with a local group named, QUE MADRE!, their teen volunteers were able to compile stories for us. We then created 3 different vision pieces from those stories:
 - The first mural has been completed - Mecca behind Leon’s market
 - The second mural is now getting final approvals - Thermal Senior Center - Tentative Date - February 2021
 - The third mural – Coachella “Old Engineering Building” – Tentative Date – March 2021
- Request Amount - \$1,000

Item 5 – Mujeres Murals Art Exhibition



Item 5 – Mujeres Murals Art Exhibition



Item 5 – Mujeres Murals Art Exhibition



Questions/Comments:





City of Coachella Art in Public Places Application Form

Purpose: The purpose of the Public Arts Commission shall be to act in an advisory capacity to the City Council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the City; to implement the City's Art in Public Places Program, and to encourage the integration of cultural affairs into the social and economic fabric of the City to improve the quality of life for City residents. Art in public places are intended to promote the general welfare of the public through the acquisition and installation of public art works (Municipal Code Chapter 4.48).

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Division and Development Services Department. If you have any questions while completing this application please ask a member of the Planning Division for assistance. Incomplete applications will not be accepted (or the process may be delayed).

Fees apply to:

1. New commercial and industrial construction
2. Remodeling or reconstruction of existing commercial or industrial property;
3. New residential development of two or more units built in the same tract by the same owner or developer;
4. New individual single-family dwelling units in an existing subdivision with a permit valuation over \$100,000.

Fees are based on a percentage of the building cost:

1. One-half of one percent (.005) for new commercial or residential construction;
2. One-half of one percent (.005) for remodel or reconstruction of existing commercial or industrial property;
3. One quarter of one percent (.0025) for new residential subdivision of two or more units;
4. One quarter or one percent (.0025) for new individual single-family units constructed in an existing subdivision with a building permit over \$100,000 for that portion of the building permit valuation in excess of \$100,000.

Guidelines for approval and maintenance of art in public places shall include, but are not limited to, the following criteria:

- A. Quality of the artwork;
- B. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the Planning Commission;
- C. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
- D. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
- E. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
- F. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
- G. Diversity. The public arts program should strive for diversity of style, scale, media, artists—including ethnicity and gender and equitable distribution of artworks and art places throughout the city;
- H. Visibility. The art work shall be clearly visible and easily accessible to the public
- I. Site Plan. The application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other accessories to complement and protect the art work
- J. Artist. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art

PROJECT INFORMATION (PLEASE PRINT OR TYPE)

Alianza Coachella Valley

Project Business Name: _____

"Elevation D" 8X10 X 12'

Square Footage of Proposed Development: _____

1515 Sixth St Coachella, CA 92236

Property Address/Location: _____

Assessor's Parcel Number(s): _____

Same as Above

(760) 972-4628

Project Owner: _____ Telephone No.: _____

"

Owner Address: _____

Coachella

CA

92236

City: _____ State: _____ Zip Code: _____

silvia@alianzacv.org

E-mail Address: _____

NA

Architect: _____

NA

Architect Address: _____

NA

Telephone No.: _____ Fax No.: _____

ARTWORK PROPOSAL AND SPECIFICATIONS

Describe the artwork, its location, materials, installation requirements, and maintenance needs as completely as possible. You may use additional paper to complete this section of the application.

1. Artwork Description
The concept we are creating is to work closely with the community to represent their stories. We will use our platform to create a mural based on their history, culture and family. This will all be combined with the importance of ~~the~~ ^{Community} ~~community~~.
2. Siting
We are interested in displaying on the Alianza building. However, we are open to any other site suggestions.
3. Materials with Specifications
We primarily use acrylics with some spray paint for detail purposes. We use ladders when needed. Plastic covering, brushes - basic art tools.
4. Fabrication and Installation Procedures
Nothing will be installed, only paint.
5. Yearly Maintenance and Conservation
Together with Alianza, we will come up with an annual plan.

Budget

Total AIPP FEE \$ _____

This worksheet is intended as a budgetary guideline to assist in developing accurate artwork cost projections. Once completed, this form should reflect all expenses associated with designing, fabricating, and installing the proposed artwork and should equal the public art fee. Differences in total expenses, which are less than the fee, will not be refunded at project completion.

Travel
Airfare: _____ *N/A*
Car Rental: _____
Per Diem@
\$ _____ per day _____

Transportation
(Materials or finished artwork)

Insurance _____

Installation Costs
Labor _____ *N/A*
Equipment Rental _____
Security _____
Permits _____
Other _____

Office/Studio _____ *NA*
(Phone, fax, postage, etc.)

Professional Fees
Architect _____ *N/A*
Landscape Architect _____ Engineer _____

Other Costs (List) _____ *N/A*

Fabrication Costs
Materials _____ *N/A*
Labor _____

Contingency _____

Site Preparation
Landscaping _____ *N/A*
Electrical _____
Plumbing _____
Foundation _____
Other _____

Subtotal _____

Artist Fee _____

Grand Total _____

Dev. Project Completion (Estimated): _____

AIPP Fee Amount: \$ ⁰ _____

Total Artwork Cost: \$ ⁰ _____

ARTIST/ARTWORK INFORMATION

Program Option (Please check one)

- A. _____ Artwork on Site
- B. _____ Donate Artwork to City of Coachella
- C. _____ In Lieu Fee

Artwork Budget \$ ⁰ _____

Artwork Title: Community Stories - [REDACTED]

Artwork Site: Proposed: Alianza Coachella Valley building, Wall D

Artwork Material: Acrylic paints, spray paints

Artwork Dimension: Equivelant to the size of the wall or smaller

Artist Name: Mujeres Murals Telephone No.: (760) 567-1072

Address: 82955 Wheatley Ct Fax No.: NA

City: Indio State: CA Zip Code: 92201

E-mail Address: cececruzen333@gmail.com

Estimated Artwork Completion Date: 11/2020

PROJECT APPLICANT REPRESENTATIVE

Applicant/Representative Name: Cecelia Zendejas Nickname (if any): Cece

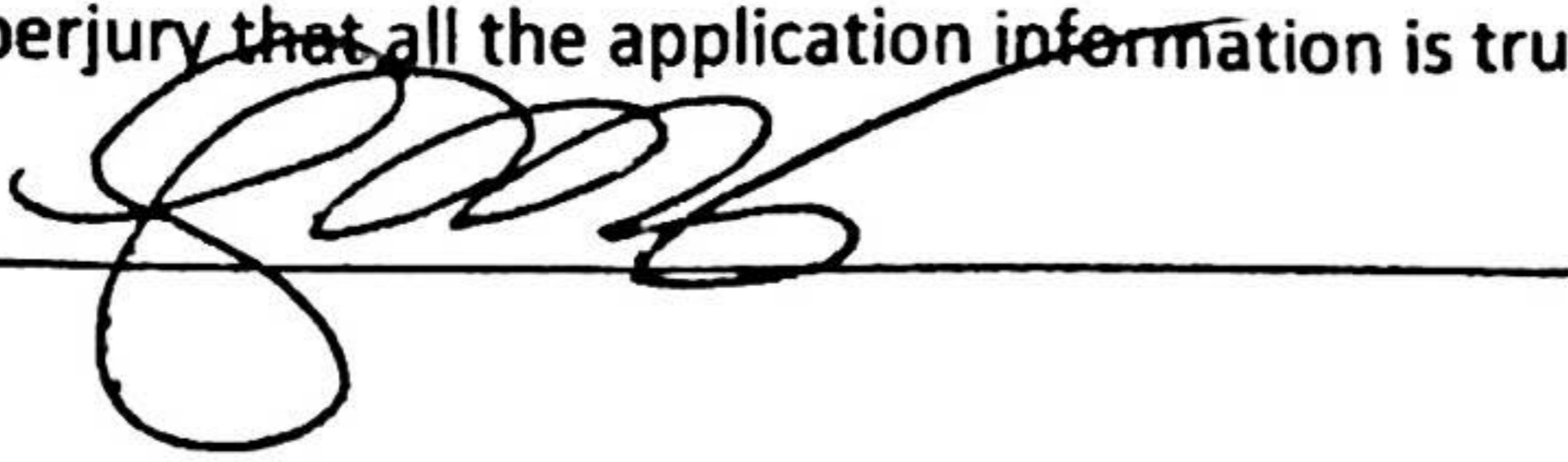
Company Name: Cece's Artistic Touch

Address: 82955 Wheatley Ct E-mail Address: cececruzen333@gmail.co

City: Indio State: CA Zip Code: 92201

Telephone No.: (760) 567-1072 Fax No.: _____

I certify under penalty of perjury that all the application information is true and correct:

Applicant's Signature:  Date: 09/04/2020

Date/Time Received: _____ Received By: _____ Amount Received: _____

A.P.P # _____ Receipt No(s): _____

SUBMITAL REQUIREMENTS

The Submittal Requirements provides the basic information necessary for review by the Development Services Department (staff review by City Departments). The Development Services Department may determine that additional information is required before further processing can take place.

- a. Complete and signed Art in Public Places Application Form
- b. Copy of Fee Receipt for \$ _____
- c. One overall concept drawing showing the work in plan, and;
- d. One rendered presentation drawing (plan and elevation), and;
- e. A site plan with building and grade elevation showing the placement of the proposed artwork, and;
- f. An artist concept statement, and;
- g. An artist resume or CV, and;
- h. Examples of artist's previous work, and;
- i. Evidence of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient).
- j. Maintenance plan (including frequency and anticipated costs of maintenance and description of materials).

WORK PLAN- MURAL PROJECT:**09/04/2020****COMMUNITY STORIES****Subject to change****PHASE I Design/Development (SEPTEMBER)**

We are currently in the designing stage. The vision for this mural is to compile stories shared by our community and create a starting point in Coachella. These stories are going to capture the history and essence of our people. This will be tied in with how much our community has come together this past year. We are projecting that this will be a 3 part mural starting in Coachella, one in Mecca and another East end location still being reviewed. Along with Alianza and Que Madre, we will collect stories.

- a) Approval by Art in Public Places by 9/25/2020
- b) Start up meeting, As soon as possible
- c) Design development by 9/30/2020

PHASE II Design Completion & commencement date of work

- a) Structural material approval by 10/05/2020
- b) Order materials by 10/05/2020
- c) Begin by 10/17/2020

PHASE III Installation completion

- a) Artwork completed (tentatively) by 11/7/2020 or sooner
- b) Site cleanup 11/7/2020

PHASE IV Final Acceptance

- a) 11/9/2020



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Approval of the Angel of the Valley Art Mural Installation

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the proposed Angel of the Valley art mural project and recommend to City Council an award of sponsorship for the installation in the amount of \$10,000 for the City of Coachella’s Art in Public Place Program.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art. On February 17, 2021, the Planning Commission/Arts Commission reviewed and approved the Angel of the Valley art mural installation.

DISCUSSION/ANALYSIS:

The Applicant, Mr. Pedro Salcido, is requesting to install a new public art mural exhibition at 1515 Sixth Street, the City of Coachella’s Old Engineering Department Building. The new art mural will be installed next to the existing “Coachella Wings” art mural. The art mural will be install by artist Maxx242 (www.maxxer242.com) from the City of Anaheim.

The new art mural will be installed next to the existing “Coachella Wings” art mural. The “Angel of the Valley” represents Latina Women’s Empowerment in the Eastern Coachella Valley and a reminder of our unified strength during these trying times

Proposed location of Angel of the Valley art installation (facing 6th Street):



This sponsorship will diversify our existing public arts program and bring additional national/international recognition to our City, while supporting jobs, generating tax revenue and increasing tourism into the Eastern portion of the Coachella Valley. Due to its significant return on investment, Staff recommends the sponsorship amount of \$10,000.

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, the \$10,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for the Fiscal Year 2020-2021.

ATTACHMENT(S):

1. Angel of the Valley – Art in Public Places Application
2. Angel of the Valley Art Mural Presentation

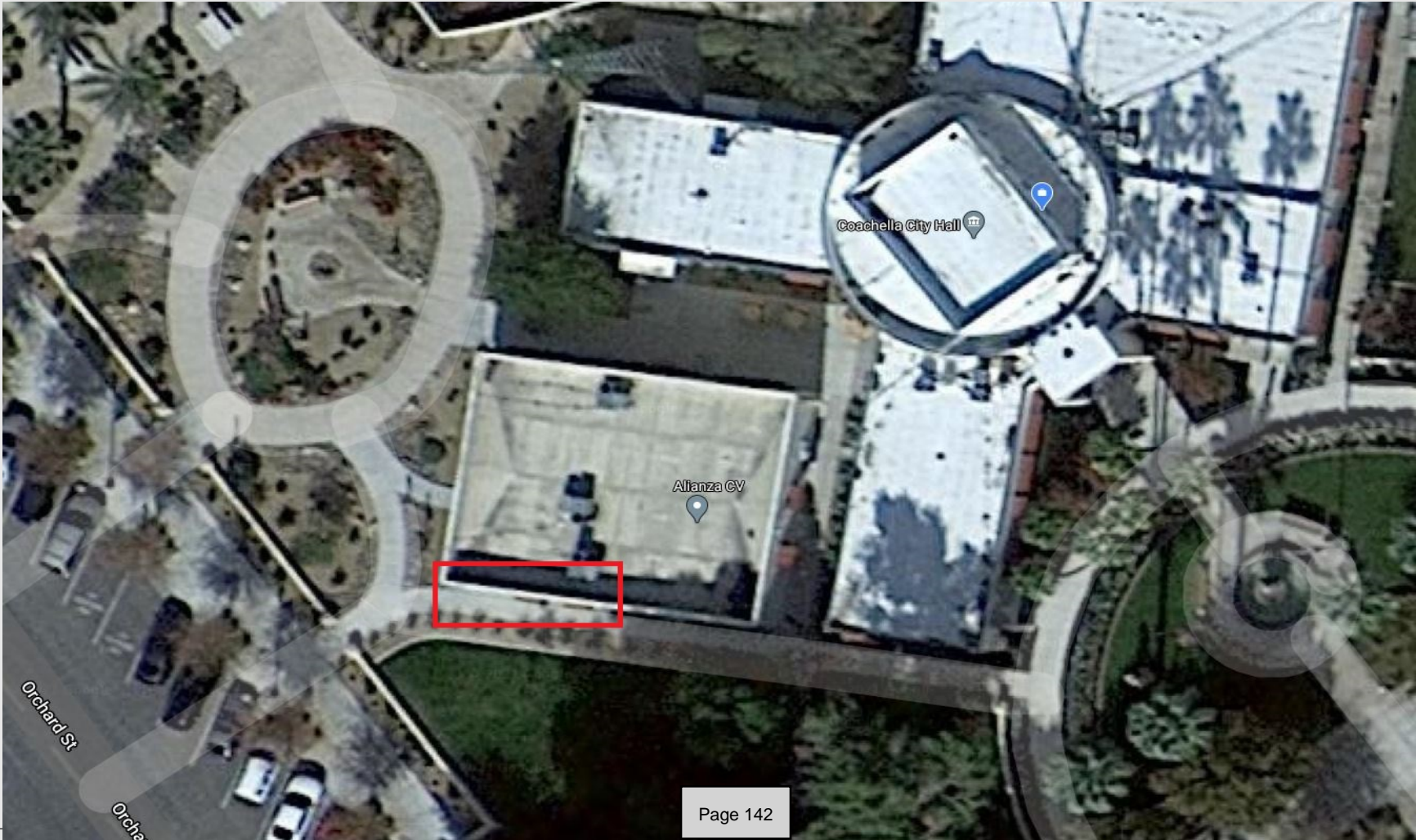
COACHELLA CITY COUNCIL MEETING

February 24, 2021

Item 6 – Angel of the Valley Mural

- Applicant – Pedro Salcido
- Artist – Maxx242: www.maxxer242.com
- Property Owner – The City of Coachella
- Project Location – 1515 Sixth Street “Old Engineering Building”
- Art Description – The new art mural will be installed next to the existing “Coachella Wings” art mural. The “Angel of the Valley” represents Latina Women’s Empowerment in the Eastern Coachella Valley and a reminder of our unified strength during these trying times.
- Request Amount - \$10,000

Item 6 – Angel of the Valley Mural



Item 6 – Angel of the Valley Mural



Item 6 – Angel of the Valley Mural



Questions/Comments





City of Coachella Art in Public Places Application Form

Purpose: The purpose of the Public Arts Commission shall be to act in an advisory capacity to the City Council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the City; to implement the City's Art in Public Places Program, and to encourage the integration of cultural affairs into the social and economic fabric of the City to improve the quality of life for City residents. Art in public places are intended to promote the general welfare of the public through the acquisition and installation of public art works (Municipal Code Chapter 4.48).

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Division and Development Services Department. If you have any questions while completing this application please ask a member of the Planning Division for assistance. Incomplete applications will not be accepted (or the process may be delayed).

Fees apply to:

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4. New individual single-family dwelling units in an existing subdivision with a permit valuation over \$100,000.

Fees are based on a percentage of the building cost:

1. One-half of one percent (.005) for new commercial or residential construction;
2. One-half of one percent (.005) for remodel or reconstruction of existing commercial or industrial property;
3. One quarter of one percent (.0025) for new residential subdivision of two or more units;
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Guidelines for approval and maintenance of art in public places shall include, but are not limited to, the following criteria:

- A. Quality of the artwork;
- B. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the Planning Commission;
- C. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
- D. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
- E. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
- F. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
- G. Diversity. The public arts program should strive for diversity of style, scale, media, artists—including ethnicity and gender and equitable distribution of artworks and art places throughout the city;
- H. Visibility. The art work shall be clearly visible and easily accessible to the public
- I. Site Plan. The application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other accessories to complement and protect the art work
- J. Artist. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art

PROJECT INFORMATION (PLEASE PRINT OR TYPE)

Project Business Name: _____

Square Footage of Proposed Development: _____

Property Address/Location: _____

Assessor's Parcel Number(s): _____

Project Owner: _____ Telephone No.: _____

Owner Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Architect: _____

Architect Address: _____

Telephone No.: _____ Fax No.: _____

Dev. Project Completion (Estimated): _____

AIPP Fee Amount: \$ _____

Total Artwork Cost: \$ _____

ARTIST/ARTWORK INFORMATION

Program Option (Please check one)

- A. Artwork on Site
- B. Donate Artwork to City of Coachella
- C. In Lieu Fee

Artwork Budget \$ \$10,000

Artwork Title: Queen of the valley

Artwork Site: Coachella City Hall

Artwork Material: High end artist spraypaint

Artwork Dimension: _____

Artist Name: Maxxer Telephone No.: _____

Address: 130 w center st #307 Fax No.: _____

City: Anaheim State: CA Zip Code: 92805

E-mail Address: Maxx242@gmail.com

Estimated Artwork Completion Date: 14 days after application approval

PROJECT APPLICANT REPRESENTATIVE

Applicant/Representative Name: Pedro Salcido Nickname (if any): _____

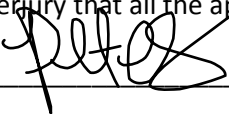
Company Name: Flat Black art supply Inc

Address: 62758 N. Creacent st E-mail Address: Flatblackshop1@gmail.com

City: Desert Hot Springs State: CA Zip Code: 92240

Telephone No.: 7606414655 Fax No.: _____

I certify under penalty of perjury that all the application information is true and correct:

Applicant's Signature:  Date: 12/23/2020

Date/Time Received: _____ Received By: _____ Amount Received: _____

A.P.P # _____ Receipt No(s): _____

SUBMITAL REQUIREMENTS

The Submittal Requirements provides the basic information necessary for review by the Development Services Department (staff review by City Departments). The Development Services Department may determine that additional information is required before further processing can take place.

- a. Complete and signed Art in Public Places Application Form
- b. Copy of Fee Receipt for \$ _____
- c. One overall concept drawing showing the work in plan, and;
- d. One rendered presentation drawing (plan and elevation), and;
- e. A site plan with building and grade elevation showing the placement of the proposed artwork, and;
- f. An artist concept statement, and;
- g. An artist resume or CV, and;
- h. Examples of artist's previous work, and;
- i. Evidence of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient).
- j. Maintenance plan (including frequency and anticipated costs of maintenance and description of materials).

ARTWORK PROPOSAL AND SPECIFICATIONS

Describe the artwork, its location, materials, installation requirements, and maintenance needs as completely as possible. You may use additional paper to complete this section of the application.

1. Artwork Description

Art work will be painted with high end uv resistant aerosol paint that is intended to withstand the coachellas valley's heat.

The artwork itself is a depiction of strong independant woman that are here in our own communities.

A mural of a woman with wings and a desert landscape is what the mural will show

2. Siting

The largest image which is the famale representation on the mural will be sketched out using a projector. In which will give the artist the perfect proportion for the outline of the woman. All else will be freehanded

3. Materials with Specifications

Spray paint, brushes, masking tape, 6 ft ladder and drop cloth

4. Fabrication and Installation Procedures

The proposed wall will first be painted with a base coat and a background. A sketch will then be added to get an idea of proportions. And then paint will be applied to finish off the mural

5. Yearly Maintenance and Conservation

TBD

Budget

Total AIPP FEE \$ _____

This worksheet is intended as a budgetary guideline to assist in developing accurate artwork cost projections. Once completed, this form should reflect all expenses associated with designing, fabricating, and installing the proposed artwork and should equal the public art fee. Differences in total expenses, which are less than the fee, will not be refunded at project completion.

Travel

Airfare: _____
Car Rental: _____
Per Diem@
\$ _____ per day _____

Transportation

(Materials or finished artwork)

\$100

Insurance _____

Installation Costs

Labor **\$8000** _____

Equipment Rental _____

Security _____

Permits _____

Other Paint,brushes, ladder,tape **\$900**

Office/Studio _____

(Phone, fax, postage, etc.)

Professional Fees

Architect _____

Landscape Architect _____

Engineer _____

Other Costs (List) Creative director fee \$1,000

Fabrication Costs

Materials _____

Labor _____

Contingency _____

Site Preparation

Landscaping _____

Electrical _____

Plumbing _____

Foundation _____

Other _____

Subtotal \$10,000

Artist Fee _____

Grand Total \$10,000

WORK PLAN/ARTWORK PRODUCTION SCHEDULE (suggested)

- Phase I Design Development
Date:
- a. Conceptual design approval by Art in Public Places Commission and City Council
 - b. Start up meeting with client
 - c. Design Development
- Phase II Design Completion and Commencement of Fabrication & Site Work
Date:
- a. Structural approval (client)
 - b. Order materials
 - c. Begin fabrication
- Phase III Studio Fabrication Completion
Date:
- a. Break out fabrication points
- Phase IV Installation Completion
Date:
- a. Acquisition of all appropriate certificates and permits
 - b. Site preparation
 - c. Installation of artwork on site
 - d. Site clean up
- Phase V Final Acceptance
Date:
- a. Notification of Completion received by City staff
 - b. Final approval from Art in Public Places Commission and City Council (submit letter requesting approval)
 - c. Application of Certificate of Occupancy
 - d. Submittal of Project Completion Notification and request for return of funds



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community Based Grant to Culturamas Music and Arts in the Amount of \$1,000 to Support their Women Rising Art Event

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to Culturamas Music and Arts in the amount of \$1,000.00 to support its Women Rising art event.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Culturamas Music and Arts is a nonprofit organization based in the city of Coachella dedicated to art, culture and music. Culturamas Music and Arts is requesting grant funding support to help put on its eighth annual Women Rising event in March. Culturamas is planning on conducting a week-long, live presentation on Instagram, culminating with art installations outdoors on Saturday, March 20th.

ALTERNATIVES:

1. Authorize a Community Based Grant to Culturamas Music and Arts in the Amount of \$1,000 to Support Its Women Rising Art Event
2. Not Authorize a Community Based Grant to Culturamas Music and Arts in the Amount of \$1,000 to Support Its Women Rising Art Event

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$10,000.00 for the remainder of the fiscal year.

ATTACHMENTS:

1. Copy of Application



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 02/10/2021

July 1, 2020 - June 30, 2021

2. Total Amount Requested: \$ 1000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Culturas Music & Arts/Women Rising International Womens Month Art installations

4. Agency/Organization:

Culturas Music & Arts

5. Mailing Address:

85092 Damascus Ave, Coachella, C

City: Zip:

6. Telephone:

Fax:

7. Official Contact Person:

Name: Oralia "Yaya" Ortiz

Title: Director

Telephone:

Fax:

E-mail: culturascoachellavalley@gmail.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
We have been in existence for 12 years.

10. Has the organization previously received funding from the City of Coachella?
 Yes No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

Purepecha \$1000 in 2020

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

The anticipated time frame is two months of planning prior to the event and it will require requested funds to cover fees and event insurance.

13. Describe briefly how the requested funds will be used.

Funds will be used to cover insurance and city fees associated with the event.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

It will require additional funding to cover artists stipends. We are currently seeking sponsors for those fees.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

This is a one day event and will not require further funding.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

Culturas celebrates International Womens Month in March. The arts installations will attract all residents in Coachella and around the Coachella Valley.

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

Just like the Womens March of 2019 that attracted all women of races, colors and sexual orientation so will Women Rising Celebrating International Month. Young and oldl will witness the awesome art work done by women


18. Attach a proposed budget for requested funds.

Authorized Official:

Title: Director

Signature: Oralia Ortiz

Date: 02-17-2021

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-11-2020

Employer Identification Number:
85-3845819

Form: SS-4

Number of this notice: CP 575 E

CULTURAS MUSIC & ARTS
85092 DAMASCUS AVE
COACHELLA, CA 92236

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3845819. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

(IRS USE ONLY) 575E

11-11-2020 CULT O 9999999999 SS-4

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CULT. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 11-11-2020

EMPLOYER IDENTIFICATION NUMBER: 85-3845819

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



CULTURAS MUSIC & ARTS
85092 DAMASCUS AVE
COACHELLA, CA 92236

Eighth Annual Women Rising

Email: culturascoachellavalley@gmail.com Phone: 760-984-2365

Mail: 51668 Calle Avila Coachella, CA 92236



February 10,2021

Culturas Music-Arts is grassroots community base nonprofit organization that brings free or low-cost art and music venues to the local community. Our tax ID is # 85-3845819.

We are currently in the planning stages for our Eighth Annual Women Risings event. The week celebrates **International Women's Month** beginning March 15 thru the 20th. The venue celebrates local women achievements in politics, social justice, business, the arts, etc.

Each year we nominate "Woman Warrior of the Year" for her work in social justice, the arts, and contribution for the betterment of all community and individuals.

Women Rising includes dynamic local music performers, speakers, art displays, vendors, and more. But, due to COVID and CDC regulations we have changed our event following social distancing and CDC rules.

This year we conduct spoken-word, presentations and performances live on Instagram ending the week with live art installations on Sixth Street in Coachella.

Women are in forefront of changing their communities and the world. We deserve to be acknowledged and awarded for our accomplishments.

Like all great events, it takes lots of planning and monetary assistance. We are asking for monetary donation to cover cost for our events. Your donations will assist 6 female artists stipends for their art installations, brochures, and city fees. You will be recognized as a sponsor or donor at the event on our Social Media and on the day of Women Rising.

Please assist us in bringing and supporting community base events. Mail checks to 85092 Damascus Ave Coachella, CA 92236 or contact Keila Cupil at 760-673-8295.

Thank you for your time and consideration.



Women Rising Committee

"Here's to strong Women, may we know them, may we be them, may we raise them"



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve vehicle leases for FY 2020/21 with Enterprise Fleet Management Inc.

SPECIFICS:

- Approve vehicle surplus listing and replacement for 2020/2021.
- Authorize the City Manager to approve a Lease Rate Quote for lease of eleven (11) Ford F-150 units from Enterprise Fleet Management, Inc.
- Authorize the appropriation of \$60,000 for the leasing of eleven (11) vehicles from Enterprise Fleet Management Inc.
- Authorize and approve appropriation of \$60,000 for the safety lighting and radio equipment for these eleven (11) vehicles.
- Authorize the City Manager, or designee, to complete the WEX Enterprise Fleet Management Application approving use of Enterprise Fleet Management’s fuel program.

STAFF RECOMMENDATION:

It is recommended that the City Council:

- Approve vehicle surplus listing and replacement for 2020/2021.
- Authorize the City Manager to approve a Lease Rate Quote for lease of eleven (11) Ford F-150 units from Enterprise Fleet Management, Inc.
- Authorize the appropriation of \$60,000 for the leasing of eleven (11) vehicles from Enterprise Fleet Management Inc.
- Authorize and approve appropriation of \$60,000 for the safety lighting and radio equipment for these eleven (11) vehicles.
- Authorize the City Manager, or designee, to complete the WEX Enterprise Fleet Management Application approving use of Enterprise Fleet Management’s fuel program.

BACKGROUND:

The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. The City of Coachella has historically purchased and owned all fleet vehicles and equipment. Prior to 2018/19, the City had been replacing three (3) passenger vehicles annually at a cost of approximately \$135,000.

In 2020, the average age of these passenger vehicles was 13 years. Today the average age of these passenger vehicles within the City’s fleet is 10 years. This positive change in the reduced age of the City’s fleet is due to the City Council’s decision, in February 2020, to surplus and replace twelve units with Enterprise Fleet Management and enter into a Master Equity Lease Agreement with Enterprise Fleet Management (EFM). The lease program with EFM will take five years to complete; surplus eleven (11) units each year following 2019/2020. By engaging in the EFM program, the City can achieve and maintain its fleet to have an average age of 3-5 years, which is in line with the shift in the industry within government agencies. Our dedicated Client Strategy Manager is responsible for reviewing our fleet and providing recommendations annually to ensure the best cycling patterns based on the industry’s health. Below is a snapshot of the age of our fleet today.

| Year | Quantity | % of Fleet | Age (Years) | 150k miles + |
|-----------|----------|------------|-------------|--------------|
| 2000-2004 | 9 | 16% | 20-16 | 1 |
| 2005-2009 | 20 | 35% | 15-11 | |
| 2010-2014 | 4 | 7% | 10-6 | |
| 2015 > | 24 | 42% | 5 < | |

This lease program is an "open-end" lease structure, which would allow the City to replace more vehicles with less upfront capital. Below are highlights of this program:

- No mileage restrictions, no abnormal wear and tear, and no early termination penalties.
- The City has all rights of ownership and can equip some of the vehicles with aftermarket parts.
- Leasing would provide the opportunity to minimize the amount of large capital outlays necessary for purchasing vehicles.
- Proactive fleet replacement plan to acquire vehicles on a more consistent basis and maintain a newer fleet.

DISCUSSION/ANALYSIS:

Sourcewell is a national cooperative purchasing program whose memberships includes government and other entities in various states including California. This cooperative purchasing system enables member entities to purchase on an “as needed” basis from competitively awarded contracts with high performance vendors. EFM is one of the vendors and has secured a contract (see attached) with Sourcewell through a competitive process for fleet leasing, fuel and management services under Sourcewell Contract No. 060618-EFM.

This is the second year of this program, staff is recommending the following eleven (11) units be surplus, replaced and maintenance through the EFM lease program in FY 2020-2021; their cumulative value is estimated at \$26,550:

| Vehicle # | Year | Make | Model | VIN | Mileage |
|-----------|------|------|-----------|-------------------|---------|
| #57 | 2003 | Ford | Ranger | 1FTYR10E13PA37242 | 154,350 |
| #100 | 2004 | Ford | Ranger | 1FTYR10E24PA78433 | 133,175 |
| #108 | 2008 | Ford | Ranger | 1FTYR14E28PA49269 | 119,017 |
| #51 | 2003 | Ford | Ranger | 1FTYR10E83PA37240 | 110,729 |
| #54 | 2003 | Ford | Ranger | 1FTYR10E33PA37243 | 111,976 |
| #52 | 2007 | Ford | Ranger | 1FTYR14E17PA86649 | 117,162 |
| #1 | 2005 | Ford | Crown Vic | 2FAFP74W55X133087 | 94,662 |
| #48 | 2007 | Ford | Ranger | 1FTYR14E87PA86650 | 130,487 |
| #41 | 2006 | Ford | Ranger | 1FTYR14E96PA49721 | 115,497 |
| #71 | 2013 | Ford | F150 | 1FTEX1CM2CFB76928 | 114,172 |
| #24 | 2006 | Ford | Ranger | 1FTYR14E06PA49722 | 70,681 |

The above noted vehicle replacements for FY 20/21 are based on vehicle age and mileage. To maintain a standardized fleet staff recommends replacement units for all eleven vehicles be: 2021 Ford F-150XL 4x2 SuperCab units. Staff is recommending authorization to appropriate \$60,000 from undesignated reserves for the replacement units identified above and appropriation of an additional \$60,000.00 to install safety light bars and radios in the eleven (11) new vehicles proposed. The surplused income value of the units, \$26,550, will reduce the net impact once these units are sold; the net fiscal impact to leasing and outfitting the additional units for FY 2020/2021 is estimated at \$93,450, which is still below the annual cost previously spent on new units of \$135,000. At the end of the individual lease term (5 years) the City will have the option to purchase the vehicles at market value. Staff will evaluate the replacement of fleet vehicles on an annual basis and will bring recommendations to City Council for consideration and approval.

EFM's awarded bid by Sourcewell also provides the City access its fueling program, which is accepted at 90% of retail fuel locations throughout the nation and will have no fiscal impact to the City. By using EFM's fuel program the City would have available current fuel usage per city unit, which would provide more data to measure fleet efficiencies. Staff is requesting approval to proceed in Enterprise Fleet Management's fuel purchase program and complete the required application process.

FISCAL IMPACT:

The fiscal impact for leasing and equipping eleven (11) new units from Enterprise Fleet Management is \$93,450. To proceed with the lease and equipment purchases staff is requesting appropriation of a total of \$120,000, the surplused revenue for the old units will decrease the fiscal impact once sale of older units is complete. To lease and equip the eleven new units staff is requesting authorization to allocate the following funds (totaling \$120,000):

For lease of the additional eleven passenger vehicles staff is requesting authorization to allocated the following funds (totaling \$120,000): \$74,800 from undesignated general fund reserves in account 101-164-90-10-742 (vehicles); \$22,600 from undesignated CWA reserves in account 178-21-120-10-742 (vehicles); \$22,600 from undesignated CSD reserves in account 361-21-120-1-742 (vehicles).

Attachments:

Sourcewell Request for Proposal

Sourcewell Award Letter

Lease Rate Quote Approval

Fuel Program Enrollment Form



National Joint Powers Alliance®
REQUEST FOR PROPOSAL
 for the procurement of
FLEET MANAGEMENT SERVICES

RFP Opening

JUNE 7, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #060618

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #060618 FLEET MANAGEMENT SERVICES. Details of this RFP are available beginning April 26, 2018. Details may be obtained by letter of request to James Voelker, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 6, 2018 at 4:30 p.m. Central Time at the above address and opened June 7, 2018 at 8:30 a.m. Central Time.

RFP Timeline

- | | |
|---------------------------------------|---|
| April 26, 2018 | Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, PublicPurchase.com, Biddingo, and Onvia. |
| May 16, 2018 10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference. |
| May 30, 2018 | Deadline for RFP questions. |
| June 6, 2018 4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| June 7, 2018 8:30 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: James Voelker at james.voelker@njpacoop.org or (218) 895-4191.

TABLE OF CONTENTS

1. **DEFINITIONS**
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. **ADVERTISEMENT OF RFP**
3. **INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. **PRICING**
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. **EVALUATION OF PROPOSALS**
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities
7. **POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. **GENERAL TERMS AND CONDITONS**
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Licenses
 - J. Material Suppliers and Sub-Contractors
 - K. Non-Wavier of Rights
 - L. Protests of Awards Made
 - M. Suspension or Disbarment Status
 - N. Affirmative Action and Immigration Status Certification
 - O. Severability
 - P. Relationship of Parties
 - Q. Provisions for Non-Federal Entity Procurements under Federal Awards or Other Awards
9. **FORMS**
10. **PRE-SUBMISSION CHECKLIST**
11. **PRICE & PRODUCT CHANGE REQUEST FORM**
12. **APPENDIX A**
13. **APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)**
14. **APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)**
15. **APPENDIX D – Required FEMA Terms and Conditions Certification**

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance[®] (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by

a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FLEET MANAGEMENT SERVICES. **Respondents must be able to provide on-road assets through leasing options.**

3.17 Additional Scope Definitions: In addition to FLEET MANAGEMENT SERVICES, this solicitation should be read to include, but not to be limited to:

3.17.1 Fleet Management Services covering the acquisition (by lease or financing) of a wide range of on-road vehicle types spanning all weight classes and vehicle classifications including, but not limited to:

1. Conventional internal combustion vehicles;
2. Battery electric vehicles;
3. Plug-in hybrid vehicles;
4. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) natural gas vehicles (dedicated or bi-fuel);
5. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) propane autogas vehicles (dedicated or bi-fuel);
6. Flex fuel vehicles;
7. Other on-road vehicle assets;

3.17.1.1 New vehicle service and preparation for the above vehicles (e.g. safety inspection, installation of all parts, fluid level and tire pressure service, charge EV battery if applicable, apply vehicle markings).

3.17.1.2 The provision of preventative maintenance plans, maintenance and repairs in accordance with OEM recommendations, meeting allowable downtime standards.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA, current and potential NJPA member agencies.

3.17.2.1 All related solutions must be complementary to a Proposer's offering of FLEET MANAGEMENT SERVICES and the activities described in Section 3.17.1 above. Examples may include, but are not limited to::

1. Short-term rental programs;
2. Upfitting of after-market products;
3. Fleet management information technologies: telematics, fleet monitoring, fuel management, fuel tank management and motorpool/fleet sharing software and systems;
4. Roadside assistance including towing, emergency charging, mechanical repair and other repairs necessary to return vehicles and equipment to safe operation;
5. Installation, operation and maintenance of dedicated charging and fueling stations;
6. Battery longevity monitoring and replacement plans

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage,

personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide FLEET MANAGEMENT SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FLEET MANAGEMENT SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or

standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FLEET MANAGEMENT SERVICES to James Voelker at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also

call James Voelker at (218) 895-4191. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FLEET MANAGEMENT SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FLEET MANAGEMENT SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA’S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$20 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In

these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The

evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide

- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer’s proper response to a request for information or products.

6.14 A Proposer’s past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer’s current response. Past performance includes the Proposer’s record of conforming to published specifications and to standards of good workmanship, as well as the Proposer’s history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the “Market Basket” from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree

to pay an administrative fee” is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$600.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized

term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent

substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is 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 due to 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 including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow,

earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific

NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 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.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 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 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up

any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 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. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 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.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 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.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor 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.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall 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.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer'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 Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|-----------------------------------|-----------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA **#060618** _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number **#060618**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number **#060618**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number **#060618**

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FLEET MANAGEMENT SERVICES

| | | |
|--|-------------|--|
| Conformance to RFP Terms and Conditions | 50 | |
| Financial Viability and Marketplace Success | 75 | |
| Ability to Sell and Deliver Service Nationwide | 100 | |
| Marketing Plan | 50 | |
| Value-Added Attributes | 75 | |
| Warranty | 50 | |
| Depth and Breadth of Offered Products and Related Services | 200 | |
| Pricing | 400 | |
| TOTAL POINTS | 1000 | |

Reviewed by: _____ Its _____

_____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

| Pricing Grid | | | |
|--|----------|----------------------|-----------------------|
| | Type | Charged / Percentage | Details |
| Acquisition | | | |
| Interest Rate Index Used | | | |
| Basis Points(adder) | | | |
| Factory Order Vehicles | Domestic | | |
| Factory Order Vehicles | Foreign | | |
| Dealer Stock Vehicles | Domestic | | |
| Dealer Stock Vehicles | Foreign | | |
| % Incentives Passed to Customer | | | |
| Federal Tax Incentives | | | |
| State Tax Incentives | | | |
| Manufacture Incentives | | | |
| Maintenance | | | |
| Fixed Maintenance | | | |
| Occurance Maintenance | | | |
| Fees | | | |
| Management Fee | | | |
| Service Charge | | | |
| Lease Termination Fee | | | |
| Interim Interest | Yes / No | | How is it calculated? |
| Resale Fee | | | |
| Provide fees not listed + rate | | | |

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe your available vehicle maintenance program(s).
- 20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.
- 21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.
- 22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|----------------------|---|-------------------------------------|--|
| | Form A: Proposer Questionnaire with all questions answered completely | X - signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E. Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X-signature page only | X |
| | Certificate of Insurance with \$1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by NJPA | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms. | | X |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound. | | |
| | Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" | | |
| | Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479 | | |

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.]

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|------------------------|--|---|--|---|
| County | County | County | County | County | County |
| Hawaii County | Ada County | Baker County | Abbeville County | Beaver County | Adams County |
| Kauai County | Adams County | Benton County | Aiken County | Boe Elder County | Asotin County |
| Mauai County | Bannock County | Central Oregon Intergovernmental Council | Allendale County | Cache County | Benton County |
| Municipality | Bear Lake County | Clackamas County | Anderson County | Carbon County | Chelan County |
| City and County of Honolulu | Benewah County | Clackamas County Service District No. 1 | Bamberg County | Carbondale County | Clallam County |
| Higher Education | Bingham County | Clatsop County | Barnwell County | Davis County | Clark County |
| Hawaii Community College | Blaine County | Columbia County | Beaufort County | Duchesne County | Columbia County |
| Honolulu Community College | Boise County | Coos County | Berkeley County | Duchesne County Special Service District No. 2 | Cowlitz County |
| University of Hawaii | Bonner County | Crook County | Calhoun County | Emery County | Douglas County |
| University of Hawaii Research Corporation | Bonneville County | Curry County | Catawba Regional Council of Governments | Five County Association of Governments | Ferry County |
| Windward Community College | Boundary County | Deschutes County | Central Midlands Council of Governments | Garfield County | Franklin County |
| Education (K-12) | Butte County | Douglas County | Charleston County | Grant County | Garfield County |
| Hanalani Schools | Camas County | Gilliam County | Cherokee County | Iron County | Grant County |
| Kamehameha Schools | Canyon County | Grant County | Chester County | Juab County | Grays Harbor County |
| Special District | Caribou County | Harney County | Chesterfield County | Kane County | Island County |
| Hawaii Community Development Authority | Cassia County | Hood River County | Clarendon County | Millard County | Jefferson County |
| Hawaii Public Housing Authority | Clark County | Jackson County | Colleton County | Morgan County | King County |
| Hawaii Tourism Authority | Clearwater County | Jefferson County | Darlington County | Plute County | King County Directors' Association |
| Honolulu Authority for Rapid Transportation | Custer County | Josephine County | Dillon County | Rich County | Kitsap County |
| Natural Energy Laboratory of Hawaii Authority | Elmore County | Klamath County | Dorchester County | Salt Lake County | Kittitas County |
| State | Franklin County | Lake County | Edgefield County | San Juan County | Klickitat County |
| Hawaii Department of Accounting and General Service | Fremont County | Lane Council of Governments | Fairfield County | Sanpete County | Lewis County |
| Hawaii Department of Finance and Administration | Gem County | Lane County | Florence County | Sevier County | Lincoln County |
| Hawaii Department of Health | Gooding County | Lincoln County | Georgetown County | Summit County | Mason County |
| Hawaii Employer-Union Health Benefits Trust Fund | Idaho County | Linn County | Greenville County | Tooele County | Okanogan County |
| Hawaii Health Systems Corporation | Jefferson County | Malheur County | Greenwood County | Uintah County | Pacific County |
| State Of Hawaii | Jerome County | Marion County | Hampton County | Utah County | Pend Oreille County |
| | Kootenai County | Marion County Housing Authority | Horry County | Wasatch County | Pierce County |
| | Latah County | Morrow County | Jasper County | Washington County | San Juan County |
| | Lemhi County | Multnomah County | Kershaw County | Wayne County | Skagit County |
| | Lewis County | Polk County | Lancaster County | Weber County | Skamania County |
| | Lincoln County | Sherman County | Laurens County | Municipality | Snohomish County |
| | Madison County | Tillamook County | Lee County | Centerfield City | Spokane County |
| | Minidoka County | Umatilla County | Lexington County | City of Alpine City | Stevens County |
| | Nez Perce County | Union County | Lower Savannah Council of Governments | City of American Fork | Thurston County |
| | Oneida County | Wallawa County | Marion County | City of Aurora | Thurston Regional Planning Council |
| | Owyhee County | Wasco County | Marlboro County | City of Ballard | Wahkiakum County |
| | Payette County | Washington County | McCormick County | City of Beaver | Walla Walla County |
| | Power County | Wheeler County | Newberry County | City of Blanding | Whatcom County |
| | Shoshone County | Yamhill County | Oconee County | City of Bluffdale | Whitman County |
| | Teton County | Municipality | Orangeburg County | City of Bountiful | Yakima County |
| | Twin Falls County | City of Adair Village | Pickens County | City of Brigham | Yakima County Public Services |
| | Valley County | City of Adrian | Richland County | City of Castle Dale | Yakima Valley Conference of Governments |
| | Washington County | City of Albany | Saluda County | City of Cedar City | Municipality |
| Municipality | City of Aberdeen | City of Amity | Spartanburg County | City of Cedar Hills | City of Aberdeen |
| City of Aberdeen | City of Albion | City of Arlington | Sumter County | City of Centerville | City of Airway Heights |
| City of Albion | City of American Falls | City of Ashland | Union County | City of Clearfield | City of Algona |
| City of American Falls | City of Ammon | City of Astoria | Williamsburg County | City of Clinton | City of Anacortes |
| City of Ammon | City of Arco | City of Athena | York County | City of Coalville | City of Arlington |
| City of Arco | City of Arimo | City of Aumsville | Municipality | City of Colorado City | City of Asotin |
| City of Arimo | City of Ashton | City of Aurora | City of Abbeville | City of Corinne City | City of Auburn |
| City of Ashton | City of Athol | City of Baker City | City of Aiken | City of Cottonwood Heights | City of Bainbridge Island |
| City of Athol | City of Atomic City | City of Barndon | City of Anderson | City of Delta | City of Battle Ground |
| City of Atomic City | City of Bancroft | City of Banks | City of Barnwell | City of Draper | City of Bellevue |
| City of Bancroft | City of Bellevue | City of Bay City | City of Beaufort | City of Duchesne | City of Bellingham |
| City of Bellevue | City of Blackfoot | City of Beaverton | City of Belton | City of East Carbon | City of Benton City |
| City of Blackfoot | City of Bliss | City of Bend | City of Bennettsville | City of Elk Ridge | City of Bingen |
| City of Bliss | City of Bloomington | City of Boardman | City of Bishopville | City of Elmo | City of Black Diamond |
| City of Bloomington | City of Boise | City of Brookings | City of Camden | City of Enoch | City of Blaine |
| City of Boise | City of Bommers Ferry | City of Brownsville | City of Cayce | City of Enterprise | City of Bonney Lake |
| City of Bommers Ferry | City of Bovill | City of Burns | City of Charleston | City of Ephrata | City of Bothell |
| City of Bovill | City of Buhl | City of Canby | City of Chesnee | City of Escalante | City of Bremerton |
| City of Buhl | City of Burley | City of Cannon Beach | City of Chester | City of Eureka | City of Brewster |
| City of Burley | City of Caldwell | City of Canyonville | City of Clemson | City of Fairview | City of Bridgeport |
| City of Caldwell | City of Cambridge | City of Carlton | City of Clinton | City of Farmington | City of Brier |
| City of Cambridge | City of Carey | City of Cascade Locks | City of Columbia | City of Farr West | City of Buckley |
| City of Carey | City of Cascade | City of Cave Junction | City of Conway | City of Ferron | City of Burien |
| City of Cascade | City of Castleford | City of Central Point | City of Darlington | City of Fillmore | City of Burlington |
| City of Castleford | City of Challis | City of Chiloquin | City of Denmark | City of Fountain Green | City of Camas |
| City of Challis | City of Chubbuck | City of Clatskanie | City of Dillon | City of Fruit Heights | City of Carnation |
| City of Chubbuck | City of Clayton | City of Coburg | City of Easley | City of Garland | City of Cashmere |
| City of Clayton | City of Clifton | City of Columbia City | City of Florence | City of Grantsville | City of Castle Rock |
| City of Clifton | City of Coeur d'Alene | City of Condon | City of Folly Beach | City of Green River | City of Centralia |
| City of Coeur d'Alene | City of Council | City of Coos Bay | City of Forest Acres | City of Gunnison | City of Chehalis |
| City of Council | City of Craigmont | City of Coquille | City of Fountain Inn | City of Harrisville | City of Chelan |
| City of Craigmont | City of Crouch | City of Cornelius | City of Gaffney | City of Heber City | City of Cheney |
| City of Crouch | City of Caldwell | City of Corvallis | City of Georgetown | City of Helper City | City of Chewelah |
| City of Caldwell | City of Dalton Gardens | City of Cottage Grove | City of Goose Creek | City of Hermiton | City of Clarkston |
| City of Dalton Gardens | City of Dayton | City of Cove | City of Greenville | City of Highland | City of Cle Elum |
| City of Dayton | City of Deary | City of Creswell | City of Greenwood | City of Hildale | City of Clyde Hill |
| City of Deary | City of Dietrich | City of Culver | City of Greer | City of Holladay | City of Colfax |
| City of Dietrich | City of Donnelly | City of Dallas | City of Hanahan | City of Honeyville | City of College Place |
| City of Donnelly | | City of Damascus | City of Hardeeville | City of Hooper | City of Colville |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|-----------------------------|--------------------------|-----------------------------|------------------------------|---------------------------|
| | City of Dover | City of Dayton | City of Hartsville | City of Huntington | City of Connell |
| | City of Downey | City of Dayville | City of Inman | City of Hurricane | City of Cosmopolis |
| | City of Driggs | City of Depoe Bay | City of Isle of Palms | City of Hyde Park | City of Covington |
| | City of Dubois | City of Detroit | City of Johnsonville | City of Hyrum | City of Davenport |
| | City of Eagle | City of Donald | City of Lake City | City of Innis | City of Dayton |
| | City of Eden | City of Drain | City of Lancaster | City of Kamas | City of Deer Park |
| | City of Elk River | City of Dundee | City of Landrum | City of Kanab | City of Des Moines |
| | City of Emmett | City of Dunes City | City of Laurens | City of Kaysville | City of DuPont |
| | City of Fairfield | City of Durham | City of Liberty | City of La Verkin | City of Duwall |
| | City of Fernan Lake Village | City of Eagle Point | City of Loris | City of Layton | City of East Wenatchee |
| | City of Filer | City of Echo | City of Manning | City of Lehi | City of Edgewood |
| | City of Firth | City of Elgin | City of Marion | City of Lewiston | City of Edmonds |
| | City of Franklin | City of Enterprise | City of Mauldin | City of Lindon | City of Electric City |
| | City of Fruitland | City of Estacada | City of Mullins | City of Logan | City of Ellensburg |
| | City of Garden City | City of Eugene | City of Myrtle Beach | City of Manti | City of Elma |
| | City of Genesee | City of Fairview | City of New Ellenton | City of Mapleton | City of Entiat |
| | City of Georgetown | City of Falls City | City of Newberry | City of Marriott-Slaterville | City of Enumclaw |
| | City of Glens Ferry | City of Florence | City of North Augusta | City of Mendon | City of Ephrata |
| | City of Gooding | City of Forest Grove | City of North Charleston | City of Midvale | City of Everett |
| | City of Grace | City of Fossil | City of North Myrtle Beach | City of Midway | City of Everson |
| | City of Grand View | City of Garibaldi | City of Orangeburg | City of Milford | City of Federal Way |
| | City of Grangeville | City of Gaston | City of Pickens | City of Millville | City of Ferndale |
| | City of Greenleaf | City of Gates | City of Rock Hill | City of Moab | City of Fife |
| | City of Hagerman | City of Gearhart | City of Seneca | City of Mona | City of Fircrest |
| | City of Hailey | City of Gervais | City of Simpsonville | City of Monroe | City of Forks |
| | City of Hansen | City of Gladstone | City of Spartanburg | City of Monticello | City of George |
| | City of Harrison | City of Glendale | City of Sumter | City of Morgan | City of Gig Harbor |
| | City of Hayden | City of Gold Beach | City of Tega Cay | City of Moroni | City of Gold Bar |
| | City of Hazelton | City of Gold Hill | City of Travelers Rest | City of Mt. Pleasant City | City of Goldendale |
| | City of Heyburn | City of Grants Pass | City of Union | City of Murray | City of Grand Coulee |
| | City of Hollister | City of Greenhorn | City of Walhalla | City of Myton | City of Grandview |
| | City of Homedale | City of Gresham | City of Waltherboro | City of Naples | City of Granger |
| | City of Hope | City of Haines | City of Wellford | City of Nephi | City of Granite Falls |
| | City of Horseshoe Bend | City of Halfway | City of West Columbia | City of Nibley | City of Harrington |
| | City of Huetter | City of Halsey | City of Westminster | City of North Logan | City of Hoquiam |
| | City of Idaho City | City of Happy Valley | City of Woodruff | City of North Ogden | City of Ilwaco |
| | City of Idaho Falls | City of Harrisburg | City of York | City of North Salt Lake | City of Issaquah |
| | City of Inkom | City of Helix | Town of Allendale | City of Oakley | City of Kaholust |
| | City of Island Park | City of Heggner | Town of Andrews | City of Ogden | City of Kalama |
| | City of Jerome | City of Hermiston | Town of Atlantic Beach | City of Orangeville | City of Kelso |
| | City of Juliaetta | City of Hillsboro | Town of Awendaw | City of Orem | City of Kenmore |
| | City of Kamiah | City of Hines | Town of Aynor | City of Panguitch | City of Kennewick |
| | City of Kellogg | City of Hood River | Town of Batesburg-Leesville | City of Park City | City of Kent |
| | City of Kendrick | City of Hubbard | Town of Bethune | City of Parowan | City of Kettle Falls |
| | City of Ketchum | City of Huntington | Town of Blacksburg | City of Payson | City of Kirkland |
| | City of Kimberly | City of Idanha | City of Blacksville | City of Perry | City of Kittitas |
| | City of Kooskia | City of Imbler | Town of Blenheim | City of Plain City | City of La Center |
| | City of Kuna | City of Independence | Town of Bluffton | City of Pleasant Grove | City of Lacey |
| | City of Lapwai | City of Irrigon | Town of Blythewood | City of Pleasant View | City of Lake Forest Park |
| | City of Lava Hot Springs | City of Island City | Town of Bowman | City of Price | City of Lake Stevens |
| | City of Lewiston | City of Jacksonville | Town of Branchville | City of Providence | City of Lakewood |
| | City of Mackay | City of Jefferson | Town of Briarcliffe Acres | City of Provo | City of Langley |
| | City of Malad City | City of John Day | Town of Brunson | City of Richfield | City of Leavenworth |
| | City of Marsing | City of Johnson City | Town of Calhoun Falls | City of Richmond | City of Liberty Lake |
| | City of McCall | City of Joseph | Town of Cameron | City of River Heights | City of Long Beach |
| | City of McCammon | City of Junction City | Town of Campobello | City of Riverdale | City of Longview |
| | City of Melba | City of Keizer | Town of Central | City of Riverton | City of Lynden |
| | City of Menan | City of King City | Town of Chapin | City of Roosevelt | City of Lynnwood |
| | City of Meridian | City of Klamath Falls | Town of Cheraw | City of Roy | City of Mabton |
| | City of Middleton | City of La Grande | Town of Chesterfield | City of Salem | City of Maple Valley |
| | City of Midvale | City of La Pine | Town of Clio | City of Salina | City of Marysville |
| | City of Moscow | City of Lafayette | Town of Clover | City of Salt Lake City | City of Mattawa |
| | City of Mountain Home | City of Lake Oswego | Town of Cottageville | City of Sandy | City of McCleary |
| | City of Mullan | City of Lakeside | Town of Coward | City of Santa Clara | City of Medical Lake |
| | City of Murtaugh | City of Lebanon | Town of Cowpens | City of Santaquin | City of Medina |
| | City of Nampa | City of Lincoln City | Town of Denmark | City of Saratoga Springs | City of Mercer Island |
| | City of New Meadows | City of Lonerock | Town of Donalds | City of Smithfield City | City of Mesa |
| | City of New Plymouth | City of Lostine | Town of Due West | City of South Jordan | City of Mill Creek |
| | City of Newdale | City of Lowell | Town of Duncan | City of South Ogden | City of Milton |
| | City of Newport | City of Lyons | Town of Eastover | City of South Salt Lake City | City of Monroe |
| | City of Nodus | City of Madras | Town of Edgfield | City of Spanish Fork | City of Montesano |
| | City of Orofino | City of Malin | Town of Edisto Beach | City of Spring City | City of Morton |
| | City of Osburn | City of Manzanita | Town of Ehrhardt | City of Springville | City of Moses Lake |
| | City of Parker | City of Maupin | Town of Elgin | City of St. George | City of Mossyrock |
| | City of Parma | City of McMinnville | Town of Ellore | City of Sunnyside | City of Mountlake Terrace |
| | City of Paul | City of Medford | Town of Estill | City of Sunset | City of Moxee |
| | City of Payette | City of Metolius | Town of Eutawville | City of Syracuse | City of Mt. Vernon |
| | City of Pierce | City of Mill City | Town of Fairfax | City of Tropic | City of Mukilteo |
| | City of Pinehurst | City of Millersburg | Town of Ft. Mill | City of Tulelake | City of Napa |
| | City of Plummer | City of Milton-Freewater | Town of Furman | City of Toquerville | City of Newcastle |
| | City of Pocatello | City of Milwaukie | Town of Gaston | City of Tremonton | City of Newport |
| | City of Ponderay | City of Molalla | Town of Gifford | City of Tropic | City of Nooksack |
| | City of Post Falls | City of Monmouth | Town of Gilbert | City of Uintah | City of Normandy Park |
| | City of Pottlatch | City of Monroe | Town of Govan | City of Vernal | City of North Bend |
| | City of Preston | City of Monument | Town of Gray Court | City of Washington | City of North Bonneville |
| | City of Priest River | City of Moro | Town of Great Falls | City of Washington Terrace | City of Oak Harbor |
| | City of Rathdrum | City of Mosier | Town of Greeleyville | City of Wallington | City of Oakville |
| | City of Reubens | City of Mt. Angel | Town of Hampton | City of Walsleyville | City of Ocean Shores |
| | City of Reuburg | City of Mt. Vernon | Town of Harleysville | City of Wendover | City of Okanogan |
| | City of Richfield | City of Myrtle Creek | Town of Heath Springs | City of West Bountiful | City of Olympia |
| | City of Rigby | City of Myrtle Point | Town of Hemingway | City of West Haven City | City of Omak |
| | City of Riggins | City of Nehalem | Town of Hilda | City of West Jordan | City of Oroville |
| | City of Ririe | City of Newberg | Town of Hilton Head Island | City of West Point | City of Orting |
| | City of Roberts | City of Newport | Town of Hodges | | City of Othello |

Hawaii

| Idaho | Oregon | South Carolina | Utah | Washington |
|--|----------------------------------|------------------------------|---------------------------------------|---|
| City of Rockland | City of North Bend | Town of Holly Hill | City of West Valley City | City of Pacific |
| City of Rupert | City of North Plains | Town of Hollywood | City of Willard | City of Palouse |
| City of Salmon | City of North Powder | Town of Honea Path | City of Woodland Hills | City of Pasco |
| City of Sandpoint | City of Nyssa | Town of Irmo | City of Woods Cross | City of Pateros |
| City of Shelley | City of Oakland | Town of Iva | Town of Alta | City of Pomeroy |
| City of Shoshone | City of Oakridge | Town of Jackson | Town of Altamont | City of Port Angeles |
| City of Smelterville | City of Ontario | Town of James Island | Town of Alton | City of Port Orchard |
| City of Soda Springs | City of Oregon City | Town of Jamestown | Town of Amalgam | City of Port Townsend |
| City of Spirit Lake | City of Paisley | Town of Jefferson | Town of Annabella | City of Poulsbo |
| City of St. Anthony | City of Pendleton | Town of Jenkinsville | Town of Antimony | City of Prosser |
| City of St. Charles | City of Philomath | Town of Johnston | Town of Apple Valley | City of Pullman |
| City of Stanley | City of Phoenix | Town of Jonesville | Town of Ballard | City of Puyallup |
| City of Star | City of Pilot Rock | Town of Kershaw | Town of Bear River City | City of Quincy |
| City of Stites | City of Port Orford | Town of Kiawah Island | Town of Bicknell | City of Rainier |
| City of Sugar City | City of Portland | Town of Kingstree | Town of Big Water | City of Raymond |
| City of Sun Valley | City of Powers | Town of Lake View | Town of Boulder | City of Redmond |
| City of Tensed | City of Prairie City | Town of Lamar South Carolina | Town of Brian Head | City of Renton |
| City of Tetonia | City of Prineville | Town of Lane | Town of Bryce Canyon City | City of Republic |
| City of Troy | City of Rainier | Town of Latta | Town of Cannonville | City of Richland |
| City of Twin Falls | City of Redmond | Town of Lexington | Town of Castle Valley | City of Ridgefield |
| City of Ucon | City of Reedsport | Town of Lincolnville | Town of Cedar Fort | City of Riverview |
| City of Victor | City of Richland | Town of Little Mountain | Town of Centerfield | City of Rock Island |
| City of Wallace | City of Riddle | Town of Lockhart | Town of Central Valley | City of Roslyn |
| City of Weippe | City of Rockaway Beach | Town of Lyman | Town of Circleville | City of Roy |
| City of Weiser | City of Rogue River | Town of Lynchburg | Town of Clarkston | City of Royal City |
| City of Wendell | City of Roseburg | Town of Mayesville | Town of Clawson | City of Sammamish |
| City of Weston | City of Rufus | Town of McBee | Town of Cleveland | City of SeaTac |
| City of White Bird | City of Salem | Town of McClellanville | Town of Cornish | City of Seattle |
| City of Wilder | City of Sandy | Town of McCall | Town of Daniel | City of Sedro-Wooley |
| City of Winchester | City of Scappoose | Town of McCormick | Town of Deweyville | City of Selah |
| Higher Education | City of Scio | Town of Meggett | Town of Eagle Mountain | City of Sequim |
| Boise State University | City of Scotts Mills | Town of Moncks Corner | Town of Elmo | City of Shelton |
| College of Southern Idaho | City of Seaside | Town of Mt. Pleasant | Town of Elsinore | City of Shoreline |
| College of Western Idaho | City of Seneca | Town of Neeses | Town of Elwood | City of Snohomish |
| Eastern Idaho Technical College | City of Shady Cove | Town of New Ellenton | Town of Emery | City of Snoqualmie |
| Idaho Division of Professional Technical Education | City of Sheridan | Town of Nichols | Town of Fairfield | City of Soap Lake |
| Idaho State University | City of Sherwood | Town of Ninety Six | Town of Francis | City of South Bend |
| Lewis-Clark State College | City of Siletz | Town of Norris | Town of Garden City | City of Spokane |
| North Idaho College | City of Silverton | Town of North | Town of Genola | City of Spokane Valley |
| University of Idaho | City of Sisters | Town of Norway | Town of Glendale | City of Sprague |
| Education (K-12) | City of Sodaville | Town of Olanta | Town of Glenwood | City of Stanwood |
| Aberdeen School District No. 58 | City of Spray | Town of Pacolet | Town of Goshen | City of Stevenson |
| Arbon Elementary School District No. 383 | City of Springfield | Town of Pageland | Town of Hanksville | City of Sultan |
| Avery School District | City of St. Helens | Town of Pamplico | Town of Hatch | City of Sumas |
| Basin School District No. 72 | City of St. Paul | Town of Patrick | Town of Henefler | City of Sumner |
| Bear Lake County School District No. 33 | City of Starbuck | Town of Pawleys Island | City of Sunnyvale | City of Sunnyside |
| Bear Lake School District No. 33 | City of Stayton | Town of Pelton | Town of Hideout | City of Tacoma |
| Blackfoot School District No. 55 | City of Sublimity | Town of Pelzer | Town of Hinckley | City of Tekoa |
| Blaine County School District No. 61 | City of Sumpter | Town of Pendleton | Town of Holden | City of Tenino |
| Bliss Joint School District No. 234 | City of Sutherlin | Town of Perry | Town of Howell | City of Tieton |
| Bonneville Joint School District No. 93 | City of Sweet Home | Town of Port Royal | Town of Huntsville | City of Toledo |
| Boundary County School District No. 101 | City of Talent | Town of Prosperity | Town of Joseph | City of Tonasket |
| Brunau-Grand View Joint School District | City of Tangent | Town of Ravenel | Town of Junction | City of Toppenish |
| Buhl Joint School District No. 412 | City of The Dalles | Town of Reidville | Town of Kanarrville | City of Tukwila |
| Butte County Joint School District No. 111 | City of Tigard | Town of Ridge Spring | Town of Kanosh | City of Tumwater |
| Caldwell School District No. 132 | City of Tillamook | Town of Ridgeland | Town of Kingston | City of Union Gap |
| Camas County School District No. 121 | City of Toledo | Town of Ridgeville | Town of Koosharem | City of University Place |
| Cambridge School District | City of Troutdale | Town of Ridgeway | Town of Leeds | City of Vader |
| Cascade School District No. 422 | City of Tualatin | Town of Saint Matthews | Town of Levan | City of Vancouver |
| Cassia County Joint School District No. 151 | City of Turner | Town of Saint Stephen | Town of Loa | City of Waitsburg |
| Castleford Joint School District No. 417 | City of Ukiah | Town of Salem | Town of Manila | City of Walla Walla |
| Challis Joint School District No. 181 | City of Umatilla | Town of Salley | Town of Mantua | City of Wapato |
| Clark County School District No. 161 | City of Union | Town of Saluda | Town of Marysle | City of Warden |
| Coeur d'Alene School District No. 271 | City of Unity | Town of Santee | Town of Meadow | City of Washougal |
| Cottonwood Joint School District No. 242 | City of Vale | Town of Scranton | Town of Minersville | City of Wenatchee |
| Council School District No. 13 | City of Veneta | Town of Seabrook Island | Town of New Harmony | City of West Richland |
| Culdesac Joint School District No. 342 | City of Vernonia | Town of Sellers | Town of Newton | City of Westport |
| Dietrich School District No. 314 | City of Waldport | Town of Sharon | Town of Ophir | City of White Salmon |
| Emmett Independent School District No. 221 | City of Wallowa | Town of Six Mile | Town of Orderville | City of Winlock |
| Filer School District No. 413 | City of Warrenton | Town of Snelling | Town of Paradise | City of Woodinville |
| Firth School District No. 59 | City of Wasco | Town of Society Hill | City of Paradise | City of Woodland |
| Fremont County School District No. 215 | City of West Linn | Town of South Congaree | Town of Portage Utah | City of Yakima/Yakima County |
| Fruitland School District No. 373 | City of Westfir | Town of Springdale | Town of Randolph | City of Yelm |
| Garden Valley School District | City of Weston | Town of St. George | Town of Redmond | City of Zillah |
| Genesee Joint School District No. 282 | City of Wheeler | Town of St. Matthews | Town of Rockville | Consolidated Borough of Quil Ceda Village |
| Glenns Ferry Joint School District No. 192 | City of Willamina | Town of Stuckey | Town of Rocky Ridge | Grays Harbor Council of Governments |
| Gooding Joint School District No. 231 | City of Wilsonville | Town of Sullivans Island | Town of Rush Valley | Town of Almira |
| Grace Joint School District No. 148 | City of Winston | Town of Summerton | Town of Scipio | Town of Beaux Arts Village |
| Hagerman Joint School District No. 233 | City of Wood Village | Town of Summerville | Town of Seefeld | Town of Bucoda |
| Hansen School District No. 415 | City of Woodburn | Town of Summit | Town of Sigurd | Town of Carbonado |
| Highland Joint School District No. 305 | City of Yachats | Town of Surfside Beach | Town of Springdale | Town of Cathlamet |
| Homedale School District No. 370 | City of Yamhill | Town of Swansea | Town of Stockton | Town of Clyde Hill |
| Horseshoe Bend School District No. 73 | City of Yoncalla | Town of Timmonsville | Town of Toquerville | Town of Colton |
| Idaho Falls School District No. 91 | Town of Bonanza | Town of Trenton | Town of Torrey | Town of Conconully |
| Independent School District of Boise City | Town of Butte Falls | Town of Turbeville | Town of Trenton | Town of Concrete |
| Jefferson County School District No. 251 | Jefferson Canyon City | Town of Ulmer | Town of Tropic | Town of Coulee City |
| Jerome Joint School District No. 261 | Town of Lakeview | Town of Varnville | Town of Ulinth | Town of Coulee Dam |
| Joint School District No. 2 | Town of Lexington | Town of Wagoner | Town of Vernon | Town of Coupeville |
| Kamiah School District No. 304 | Higher Education | Town of Ward | Town of Vineyard | Town of Creston |
| Kellogg Joint School District 391 | Blue Mountain Community College | Town of Ware Shoals | Town of Virgin | Town of Cusick |
| Kendrick Joint School District No. 283 | Central Oregon Community College | Town of West Pelzer | Town of Wales | Town of Darrington |
| Kimberly School District No. 414 | Chemeketa Community College | Town of West Union | Town of Wallsburg | Town of Eatonville |
| Kootenai School District No. 274 | Clackamas Community College | Town of Whitnire | Utah Basin Association of Governments | Town of Elmer City |
| Kuna Joint School District No. 3 | Clatsop Community College | Town of Williamston | Higher Education | Town of Endicott |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|--|---|---|---|-------------------------|
| | Lake Pend Oreille School District No. 84 | Columbia Gorge Community College | Town of Williston | College of Eastern Utah | Town of Fairfield |
| | Lakeland School District No. 272 | Eastern Oregon University | Town of Winnboro | Davis Applied Technology College | Town of Franklin |
| | Lawpal School District No. 341 | Klamath Community College District | Town of Yemassee | Dieix Applied Technology College | Town of Friday Harbor |
| | Lewisville Independent School District No. 1 | Lane Community College | Higher Education | Dixie State University | Town of Garfield |
| | Mackay School District No. 182 | Linn-Benton Community College | Aiken Technical College | Mountainland Applied Technology College | Town of Hamilton |
| | Madison School District No. 321 | Mt. Hood Community College | Beaufort Jasper Higher Education Commission | Rocky Mountain University of Health Professions | Town of Harrah |
| | Marsh Valley Joint School District No. 21 | Oregon Coast Community College | Central Carolina Technical College | Salt Lake Community College | Town of Hatton |
| | Marsing Joint School District No. 363 | Oregon Department of Community Colleges and Workforce Developm | Clemson University | Snow College | Town of Hunts Point |
| | McCall-Donnelly Joint School District No. 421 | Oregon Health and Science University | Coastal Carolina University | Southern Utah University | Town of Index |
| | Meadows Valley School District No. 11 | Oregon Institute of Technology | College of Charleston | Tooele Applied Technology College | Town of Ione |
| | Melba School District No. 136 | Oregon State University | Denmark Technical College | Uintah Basin Applied Technology College | Town of La Conner |
| | Middleton School District No. 134 | Oregon State University, Oregon Agricultural Experiment Station | Florence-Darlington Technical College | University of Utah | Town of LaCrosse |
| | Midvale School District No. 483 | Oregon University System | Francis Marion University | University of Utah-Hospitals and Clinics | Town of Lamont |
| | Minidoka County School District No. 331 | Portland Community College | Greenville Technical College | Utah State University | Town of Latah |
| | Moscow School District No. 281 | Portland State University | Horry-Georgetown Technical College | Utah System of Higher Education | Town of Lind |
| | Mountain Home School District No. 193 | Reed College | Lander University | Utah Valley University | Town of Lyman |
| | Mountain View School District No. 244 | Rogue Community College | Medical University of South Carolina | Weber State University | Town of Malden |
| | Mullan School District 392 | Southern Oregon University | Midlands Technical College | Education (K-12) | Town of Mansfield |
| | Murtaugh Joint School District No. 418 | Southern Oregon University Family Housing | Northeastern Technical College | Alpine School District | Town of Marcus |
| | Nampa Christian Schools Inc. | Southwestern Oregon Community College | Orangeburg-Calhoun Technical College | Beaver County School District | Town of Metlatine |
| | Nampa School District No. 131 | Tillamook Bay Community College | Piedmont Technical College | Bee Elder School District | Town of Millwood |
| | New Plymouth School District | Treasure Valley Community College | South Carolina State Board for Technical and Comprehensive Educatio | Cache County School District | Town of Naches |
| | Nez Perce Joint School District No. 302 | Umpqua Community College | South Carolina State University | Canyons School District | Town of Nespelem |
| | North Gem School District No. 149 | University of Oregon | South Carolina Technical College System | Carbon School District | Town of Northport |
| | Notus School District | Western Oregon University | Spartanburg Community College | Centro De La Familia De Utah Head Start Program School District | Town of Oakesdale |
| | Oneida County School District No. 351 | Education (K-12) | Technical College of the Lowcountry | Daggett School District | Town of Odessa |
| | Orofino Joint School District No. 171 | Adel School District 21 | The Citadel | Davis School District | Town of Pe Ell |
| | Parma School District No. 137 | Adrian School District | Tri-County Technical College | Duchesne County School District | Town of Prescott |
| | Payette School District No. 371 | Aixes School District No. 7J | Trident Technical College | Emery County School District | Town of Reardan |
| | Plummer-Worley Joint School District No. 44 | Amity School District 4J | University of South Carolina | Freedom Preparatory Academy School District | Town of Riverside |
| | Pocatello-Chubbuck School District No. 25 | Annex School District 29 | University of South Carolina, Aiken | Garfield County School District | Town of Rockford |
| | Post Falls School District No. 273 | Arlington School District No. 3 | University of South Carolina, Upstate | Grand County School District | Town of Rosalia |
| | Potlatch School District No. 285 | Arook School District No. 81 | Williamsburg Technical College | Granite School District | Town of Ruston |
| | Preston Joint School District No. 201 | Ashland School District No. 5 | Winthrop University | Iron County School District | Town of Skykomish |
| | Richfield School District No. 316 | Ashwood School District | York Technical College | Jordan School District | Town of South Cle Elum |
| | Ririe Joint School District No. 252 | Astoria School District No. 1C | Education (K-12) | Juab School District | Town of South Prairie |
| | Rockland School District No. 282 | Athens-Weston School District No. 29RJ | Abbeville County School District | Kane County School District | Town of Spangle |
| | Salmon River Joint School District No. 243 | Baker School District No. 5J | Aiken County Public Schools | Legon City School District | Town of Springdale |
| | Salmon School District No. 291 | Bandon School District | Allendale County School District | Millard School District | Town of St. John |
| | Shelley School District No. 60 | Banks School District No. 13 | Anderson County School Districts 1 and 2 Career and Technology Cent | Morgan School District | Town of Steilacoom |
| | Shoshone Joint School District No. 312 | Beaverton School District No. 48 | Anderson School District No. 1 | Mountainland Head Start Program School District Office | Town of Tieton |
| | Snake River School District | Bend-La Pine Public Schools | Anderson School District No. 2 | Murray City School District | Town of Uniontown |
| | Soda Springs Joint School District No. 150 | Bethel School District No. 52 | Anderson School District No. 3 | Nebo School District | Town of Washtucna |
| | South Lemhi School District No. 292 | Blachly School District | Anderson School District No. 4 | North Sanpete County School District | Town of Waterville |
| | St. Maries Joint School District No. 41 | Blachly School District 90 | Anderson School District No. 5 | North Sanpete School District | Town of Waverly |
| | Sugar-Salem Joint School District No. 322 | Brookings-Harbor School District | Barnburg School District No. 1 | North Summit School District | Town of Wilbur |
| | Swan Valley Elementary School District No. 33 | Canas Valley School District | Barnberg School District No. 2 | Ogden City School District | Town of Wilkeson |
| | Swan Valley School District No. 92 | Canby School District No. 86 | Barnwell School District No. 45 | Park City School District | Town of Wilson Creek |
| | Teton County School District No. 401 | Cascade School District No. 5 | Beaufort County School District | Piute County School District | Town of Winthrop |
| | Three Creek Joint School District No. 416 | Centennial School District No. 28J | Berkeley County School District | Provo City School District | Town of Woodway |
| | Troy School District No. 287 | Central Curry School District No. 1 | Blackville-Hilda Public Schools | Rich County School District | Town of Yacolt |
| | Twin Falls School District No. 411 | Central Linn School District | Calhoun County School District | Rich School District | Town of Yarrow Point |
| | Valley School District No. 262 | Central Point School District No. 6 | Charleston County School District | Rural Utah Child Development Head Start Program School District Off | Higher Education |
| | Vallivue School District No. 139 | Central School District No. 13J | Chester County School District | Bates Technical College | Town of Baker |
| | Vision Charter School District # 463 | Clackamas Education Service District | Chester County School District | Bellevue Community College | |
| | Wallace School District No. 393 | Clatskanie School District No. 6J | Chesterfield County School District | Bellingham Technical College | |
| | Weiser School District No. 431 | Clatskanie School District No. 6J | Clarendon County School District No. 1 | Big Bend Community College | |
| | Wendell School District No. 232 | Columbia Gorge Education Service District | Clarendon County School District No. 2 | Cascadia Community College | |
| | West Bonner County School District No. 83 | Condon School District No. 25J | Clarendon County School District No. 3 | Central Washington University | |
| | West Jefferson School District No. 253 | Coos Bay School District No. 9 | Clover School District No. 2 | Centralia College | |
| | West Side School District No. 202 | Coquille School District No. 8 | Colleton County School District | Clark College | |
| | Whitepine Joint School District No. 288 | Corbett School District No. 39 | Darlington County School District | Clover Park Technical College | |
| | Wildier School District No. 153 | Corvallis School District No. 509J | Delta R-V School District | Columbia Basin Community College | |
| | Special District | Cove School District No. 15 | Dillon County School District No. 1 | Community Colleges of Spokane | |
| | Ada County Emergency Medical Services District | Crane Elementary School District | Dillon County School District No. 2 | Eastern Washington University | |
| | Ada County Highway District | Creswell School District No. 40 | Dillon County School District No. 3 | Edmonds Community College | |
| | Adams County Recreation District | Crook County School District | Dillon County School District No. 4 | Everett Community College | |
| | Ahsahka Water and Sewer District | Crow-Applegate-Lorane School District No. 66 | Diocese Of Charleston Schools | Evergreen State College | |
| | Albion Highway District | Culver School District No. 4 | Dorchester School District No. 2 | Grays Harbor College | |
| | Alpine Meadows Water and Sewer District | Dallas School District No. 2 | Dorchester School District No. 4 | Green River Community College | |
| | American Falls Free Library District | David Douglas School District No. 40 | David Douglas School District | Highline Community College | |
| | American Falls Housing Authority | Dayton School District No. 8 | Fairfield County School District | Lake Washington Institute of Technology | |
| | Atlanta Highway District | Dayville School District No. 16J | Florence County School District No. 1 | Lower Columbia College | |
| | Avery Water and Sewer District | Douglas County School District | Florence County School District No. 2 | Northwest Indian College | |
| | Avondale Irrigation District | Douglas County School District No. 4 | Florence County School District No. 3 | Olympic College | |
| | Bayview Water and Sewer District | Douglas Education Service District | Florence County School District No. 4 | Peninsula College | |
| | Bear Lake County Library District | Dufur School District No. 29 | Florence County School District No. 5 | Pierce College | |
| | Bench Sewer District | Eagle Point School District No. 9 | Ft. Mill School District No. 4 | Renton Technical College | |
| | Beneviah County Free Library District | Echo School District No. 5 | Georgetown County School District | Seattle Community Colleges District VI | |
| | Big Canyon Fire District | Elgin School District | Greenville County School District | Shoreline Community College | |
| | Blaine County Housing Authority | Elkton School District No. 34 | Greenwood School District No. 50 | Skagit Valley College | |
| | Blaine County Recreation District | Enterprise School District No. 21 | Greenwood School District No. 52 | South Puget Sound Community College | |
| | Bliss Fire District | Estacada School District No. 108 | Hampton County School District No. 2 | Tacoma Community College | |
| | Boise Basin Library District | Eugene School District No. 4J | Hampton School District No. 1 | University of Washington | |
| | Boise City/Ada County Housing Authority | Falls City School District | Horry County Schools | Walla Walla Community College | |
| | Boise-Kung Irrigation District | Fern Ridge School District No. 28J | Jasper County School District | Washington State Board for Community and Technical Colleges | |
| | Bonneville County Fire District No. 1 | Forest Grove School District | John de la Howe School District | Washington State Higher Education Facilities Authority | |
| | Bunau Valley District Library | Fossil School District 21J | Kershaw County School District | Washington State Student Achievement Council | |
| | Bunau Water and Sewer District | Gaston School District 511J | Lancaster County School District | Washington State University | |
| | Buhl Highway District | Gervais School District | Laurens County School District No. 55 | Washington State University, Vancouver | |
| | Buhl Rural Fire Protection District | Gladstone School District | Laurens County School District No. 56 | Wenatchee Valley College | |
| | Burley Highway District | Glendale School District No. 77 | Lee County School District | Western Washington University | |
| | Caldwell Housing Authority | Glide School District | Legacy Charter Schools | Whitcom Community College | |
| | Canyon Highway District No. 4 | Grant County Education Service District | Lexington County School District No. 1 | Yakima Valley Community College | |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|--|---|---|--|---|
| | Cascade Rural Fire District | Grant School District No. 3 | Lexington County School District No. 2 | Davis Community Housing Authority | Education (K-12) |
| | Castelford Rural Fire District | Grants Pass School District No. 7 | Lexington County School District No. 3 | Davis County Housing Authority | Aberdeen School District No. 5 |
| | Central Fire District | Greater Albany Public School District B1 | Lexington County School District No. 4 | Davis-Salt Lake Aerial Spray Authority | Adna School District No. 226 |
| | Central Orchards Sewer District | Gresham-Barlow School District No. 11 | Lexington-Richland County School District No. 5 | Duchesne County Water Conservancy District | Almira School District No. 17 |
| | Central Shoshone County Water District | Harney County School District No. 3 | Marion County School District | Duchesne County Water Conservancy District | Anacortes School District No. 103 |
| | Clark County District Library | Harney Education Service District | Marion County School District No. 7 | Emery County Housing Authority | Arlington Public Schools |
| | Clarkia Free Library District | Harper School District No. 66 | Marlboro County School District | Emery County Municipal Building Authority | Asotin-Anatone School District |
| | Clarkia Highway District | Harrisburg School District No. 7 | McCormick County School District | Emery County Special Service District No. 1 | Auburn School District No. 408 |
| | Clearwater Free Library District | Helix School District No. 1-R | Newberry County School District | Emery Water Conservancy District | Bainbridge Island School District No. 303 |
| | Clearwater Highway District | Hermiston School District | Ocoee County School District | Emigration Improvement District | Battle Ground School District No. 119 |
| | Clearwater Soil and Water Conservation District | High Desert Education Service District | Orangeburg Consolidated School District Four | Fruitland Special Service District | Bellevee Christian School District |
| | Clearwater Water District | Hillsboro School District No. 11 | Orangeburg County Consolidated School District No. 3 | Garden City Fire District | Bellevee School District No. 405 |
| | Consolidated Free Library District | Hood River County School District | Orangeburg County Consolidated School District No. 5 | Grand County Water Conservancy District | Bellingham School District No. 501 |
| | Cottonwood Highway District | Huntington School District No. 161 | Pickens County School District | Granger-Hunter Improvement District | Benge School District No. 122 |
| | Custer Soil and Water Conservation District | Imbler School District No. 11 | Richland County School District No. 1 | Heber Valley Special Service District | Bethel School District No. 403 |
| | Dietrich Fire District | InterMountain Education Service District | Richland County School District No. 2 | Hooper Water Improvement District | Bickleton School District |
| | Dietrich Highway District | Ione School District R2 | Rock Hill School District No. 3 | Jensen Water Improvement District | Blaine School District No. 503 |
| | Doumeq Highway District | Jackson County School District No. 9 | Saluda School District No. 1 | Johnson Water Improvement District | Boistfort School District No. 234 |
| | Downey Swan Lake Highway District | Jackson Education Service District | South Carolina Public Charter School District | Jordan Valley Water Conservancy District | Bremerton School District |
| | Dry Creek Cemetery Maintenance District | Jefferson County School District No. 509-J | Spartanburg County School District No. 1 | Jordanville Special Service District | Brewster School District No. 111 |
| | Eagle Fire Protection District | Jefferson School District | Spartanburg County School District No. 2 | Joab Special Service Fire District | Bridgport School District No. 75 |
| | Eagle Sewer District | Jewell School District No. 8 | Spartanburg County School District No. 3 | Kane County Water Conservancy District | Brimson School District No. 46 |
| | East Bonner County Free Library District | John Day School District No. 3 | Spartanburg County School District No. 4 | Kearns Improvement District | Burlington-Edison School District No. 100 |
| | East Bonner County Library District | Jordan Valley School District No. 3 | Spartanburg County School District No. 5 | Lake Point Improvement District | Camas School District |
| | East Greenacres Irrigation District | Joseph School District No. 6 | Spartanburg County School District No. 6 | Logan-Cache Airport Authority | Cape Flattery School District No. 401 |
| | Eastern Idaho Public Health District | Junction City School District No. 69 | Spartanburg County School District No. 7 | Maeser Water and Sewer Improvement District | Capital Region Educational Service District No. 113 |
| | Eastern Idaho Regional Wastewater Authority | Klamath County School District | Sumter School District | Magna Mosquito Abatement District | Carbonado Historical School District No. 19 |
| | Elk River Free Library District | Klamath Falls City Schools | Sumter School District No. 17 | Magna Water District | Cascade Christian Schools |
| | Elmore Soil and Water Conservation District | Knappa School District | Sumter School District No. 2 | Metropolitan Water District of Salt Lake and Sandy | Cascade School District No. 228 |
| | Fenn Highway District | La Grande County School District No. 1 | Union County School District | Midvalley Improvement District | Cashmere School District No. 222 |
| | Ferdinand Highway District | Lake County School District No. 7 | Ware Shoals School District No. 51 | Midway Sanitation District | Castle Rock School District No. 401 |
| | Fish Haven Mosquito Abatement District | Lake Ed Service District | Williamsburg County Schools | Milford Area Healthcare Service District | Central Kitsap School District No. 401 |
| | Fremont County District Library | Lake Oswego School District No. 71 | Williston School District No. 29 | Moab Mosquito Abatement District | Central Valley School District No. 356 |
| | Friedman Memorial Airport Authority | Lakeview School District No. 7 | York School District No. 1 | Moab Valley Fire Protection District | Centralia School District No. 401 |
| | Garden Valley District Library | Lane Education Service District | Special District | Mountain Green Sewer Improvement District | Chehalis School District No. 302 |
| | Garden Valley Fire Protection District | Lebanon Community School District No. 9 | Abbeville Housing Authority | Mountain Regional Water Special Service District | Cheney School District No. 360 |
| | Garden Valley Recreation District | Lincoln County School District | Atken Housing Authority | Mountain View Special Service District | Chewelah School District No. 36 |
| | Gateway Fire Protection District | Linn-Benton-Lincoln Education Service District | Anderson Housing Authority | MT. Olympus Improvement District | Chief Leschi School System |
| | Gem County Fire Protection District | Long Creek School District No. 17 | Atlantic Beach Housing Authority | North Davis County Sewer District | Chimacum School District No. 49 |
| | Gem County Mosquito Abatement District | Lowell School District No. 71 | Beaufort Housing Authority | North Davis Fire District | Clarkston School District No. 1250-185 |
| | Glenns Ferry Highway District | Mapleton School District No. 32 | Beaufort-Jasper Water and Sewer Authority | North Emery Water Users Special Service District | Cle Elum-Roslyn School District |
| | Golden Gate Highway District No. 3 | Marcola School District No. 79J | Beech Island Rural Community Water District | North Fork Special Services District | Clover Park School District No. 400 |
| | Gooding County Memorial Hospital District | McKenzie School District | Belton-Honea Path Water Authority | North Pointe Solid Waste Special Service District | Colfax School District No. 300 |
| | Grace District Library | McMinnville School District No. 40 | Bennettsville Housing Authority | North Summit Fire District | College Place School District No. 250 |
| | Grangeville Highway District | Medford School District No. 549C | Berea Public Service District | North Tooele County Fire Protection District | Colton School District No. 306 |
| | Greater Boise Water and Sewer District | Melrose-Fresnewater School District No. 7 | Blount County Water and Sanitation Authority | Duchaine County Water Conservancy District | Columbia School District No. 205 |
| | Greater Boise Auditorium District | Mitchell School District No. 55 | Big Creek Water and Sewerage District | North View Fire District | Columbia School District No. 206, Stevens County |
| | Greater Middleton Parks and Recreation District | Molalla River School District | Bluffton Township Fire District | Ogden Housing Authority | Columbia School District No. 400 |
| | Greater Swan Valley Fire Protection District No. 2 | Monument School District | Boiling Springs Fire District, Greenville County | Oouray Park Water Improvement District | Colville School District No. 115 |
| | Groveland Water and Sewer District | Morrow County School District | Broad Creek Public Service District | Park City Fire Service District | Concrete School District No. 11 |
| | Harbor View Estates Water and Sewer District | Mt. Angel School District | Buffalo-Mt. Pisgah Fire Protection District | Price River Water Improvement District | Conway Consolidated School District No. 317 |
| | Hayden Lake Irrigation District | Multnomah Education Service District Consortium | Burton Fire District | Provo Housing Authority | Cosmopolis School District |
| | Hayden Lake Recreational Water and Sewer District | Myrtle Point School District | Central Midlands Regional Transit Authority | Rockville/Springdale Fire Protection District | Coulee-Hartline School District No. 151 |
| | Hillsdale Highway District | Neah-Kah-Nie School District No. 56 | Charleston Area Regional Transportation Authority | Roosevelt City Housing Authority | Coupville School District No. 204 |
| | Homedale Highway District | Nestucka Valley School District No. 101 | Charleston County Aviation Authority | Salt Lake City Housing Authority | Crescent School District |
| | Hoo Doo Water and Sewer District | New Hope Christian Schools | Charleston County Housing and Redevelopment Authority | Salt Lake City Mosquito Abatement District | Creston School District No. 73 |
| | Horseshoe Bend Fire Protection District | Newberg School District No. 29J | Charleston Housing Authority | Salt Lake County Housing Authority | Curlew School District No-50 |
| | Idaho Soil and Water Conservation District | North Bend School District No. 13 | Charleston Naval Complex Redevelopment Authority | Sandy Suburban Improvement District | Cusick School District |
| | Indian Valley Rural Fire District | North Central Education Service District | Charleston Soil and Water Conservation District | Scofield Reservoir Special Service District | Darrington School District No. 330 |
| | Iona-Bonneville Sewer District | North Clackamas School District No. 12 | Cheraw Housing Authority | Sevier County Special Service District No. 1 | Davenport School District No. 207 |
| | Island Park Fire District | North Douglas School District No. 22 | Chester Housing Authority | Skyline Mountain Special Service District | Dayton School District No. 2 |
| | Jerome Highway District | North Lake School District | Chester Metropolitan District | Snyderville Basin Special Recreation District | Deer Park School District No. 414 |
| | Jerome Recreation District | North Marion School District No. 15 | Chester Sewer District | Snyderville Basin Water Reclamation District | Dieringer School District |
| | Jerome Rural Fire District No. 1 | North Santiam School District No. 29 | Coast Regional Transportation Authority | Solid Waste Special Service District No. 1 | Divie School District |
| | Kamiah Fire Protection District | North Wasco County School District No. 21 | Columbia Housing Authority | South Davis Sewer District | East Valley School District No. 361 |
| | Kamiah Highway District | Northwest Regional Education Service District | Conway Housing Authority | South Davis Water District | East Valley School District No. 361, Spokane County |
| | Ketchum Rural Fire Protection District | Nysa School District No. 26 | Daniel Morgan Water District | South Ogden Conservation District | East Valley School District No. 90, Yakima County |
| | Kidder Harris Highway District | Oakland School District | Darlington County Fire District | South Salt Lake Valley Mosquito Abatement District | Eastmont School District No. 206 |
| | Kingston Water District | Oakridge School District No. 76 | Darlington County Water and Sewer Authority | South Summit Fire Protection District | Eatonville School District No. 404 |
| | Kootenai County Water District No. 1 | Ontario School District No. 8C | Darlington Housing Authority | South Utah Valley Solid Waste District | Edmonds School District No. 15 |
| | Kootenai-Ponderosa Irrigation District | Oregon City School District No. 62 | Dawson-Due West Water and Sewer Authority | South Valley Sewer District | Edwards Service District No. 112 |
| | Kootenai-Shoshone Soil and Water Conservation Distr | Oregon Trail School District No. 46 | Dorchester County Sales Tax Transportation Authority | Southeastern Utah Housing Authority | Eliensburg School District No. 401 |
| | Kuna Library District | Paisley School District No. 11 | Dorchester County Water Authority | Spanish Valley Water and Sewer Improvement District | Elma School District No. 68 |
| | Laclede Water District | Parkrose School District No. 3 | Duncan Chapel Fire District | St. George Housing Authority | Endicott School District No. 308 |
| | Lakes Highway District | Pendleton School District No. 16 | Easley Housing Authority | Stansbury Park Improvement District | Entiat School District No. 127 |
| | Latah County Library District | Perrydale School District No. 21J | Easley-Central Water District | Strawberry Electric Service District | Enumclaw School District No. 216 |
| | Latah Soil and Water Conservation District | Philomath School District No. 17J | East Richland County Public Service District | Sugar House Park Authority | Ephrata School District No. 165 |
| | Lemhi Soil and Water Conservation District | Phoenix-Talent School District | Edgefield County Water and Sewer Authority | Tabby Valley Park Special Service District | Evaline School District No. 36 |
| | Lewisdon Orchards Irrigation District | Pilot Rock School District No. 2 | Elmore Housing Authority | Timpanogas Special Service District | Everett School District No. 2 |
| | Lewisdon-Nez Perce County Regional Airport Authority | Pine Eagle School District No. 61 | Fort Mill Housing Authority | Timpanogas Special Service District | Evergreen School District No. 114, Clark County |
| | Lincoln County Recreation District | Pinehurst School District | Fripp Island Public Service District | Timpanogas Special Service District | Evergreen School District No. 205 |
| | Little Blacktail Ranch Water District | Pleasant Hill School District | Gaffney Housing Authority | Tooele County Housing Authority | Federal Way Public Schools |
| | Little Wood River Library District | Plush School District 18 | Gaston Rural Community Water District | Tooele County Recreation Special Service District | Ferdale School District No. 502 |
| | Lizard Butte Library District | Port Orford-Langlois School District No. 2CJ | Georgetown County Water and Sewer District | Tridell-Lapoint Water Improvement District | File School District No. 417 |
| | Lost River Highway District | Portland Public School District No. 1 | Georgetown Housing Authority | Uintah Animal Control and Shelter Special Service District | Finley School District |
| | M&T Water and Sewer District | Powers School District No. 31 | Gilbert-Summit Rural Water District | Uintah County Municipal Building Authority | Franklin Pierce School District No. 402 |
| | Mackay Free Library District | Prairie City School District No. 13 | Grand Strand Water and Sewer Authority | Uintah Fire Suppression Special Service District | Freeman School District No. 358 |
| | Madison Library District | Prospect School District No. 4 | Greenville Arena District | Uintah Health Care Special Service District | Garfield School District No. 302 |
| | Marsing Rural Fire District | Rainier School District No. 14 | Greenville County Recreation District | Uintah Highlands Water and Sewer Improvement District | Glenwood School District |
| | McCall Fire Protection District | Redmond School District No. 2J | Greenville County Redevelopment Authority | Uintah Mosquito Abatement District | Goldendale School District |
| | McCall Memorial Hospital District | Reedsport School District No. 105 | Greenville Water Authority | Uintah Recreation District | Grand Coulee Dam School District |
| | Meridian Cemetery Maintenance District | Region 9 Education Service District | Greenwood Transit Authority | Uintah Transportation Special Service District | Grandview School District No. 200 |
| | Meridian Library District | Reynolds School District No. 7 | Greenwood Metropolitan District | Uintah Water Conservancy District | Granger School District No. 204 |
| | Meridian Rural Fire Protection District | Riddle School District No. 70 | Greer Housing Authority | Unified Fire Authority | Granite Falls School District No. 332 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | Mica Kidd Island Fire Protection District | Riverdale School District No. 51J | Hartsville Housing Authority | Utah County Housing Authority | Grapeview School District No. 54 |
| | Middleton Rural Fire District | Rogue River School District No. 35 | Hilton Head No. 1 Public Service District | Utah Paiute Housing Authority | Great Northern School District |
| | Midvale Fire Protection District | Roseburg Public Schools | Holly Springs Fire-Rescue District | Utah Transit Authority | Green Mountain School District No. 103 |
| | Minidoka County Fire Protection District | Salem-Keizer Public School District No. 24J | Homeland Park Water and Sewer District | Utah Valley Dispatch Special Service District | Griffith School District No. 324 |
| | Minidoka County Highway District | Santiam Canyon School District No. 129J | James Island Public Service District | Wasatch County Fire District | Harrington Public Schools |
| | Moreland Water and Sewer District | Santiam Christian Schools | Kingsree Housing Authority | Wasatch Front Waste and Recycling District | Highland School District No. 203 |
| | Mountain Home Highway District | Scappoose School District No. 11 | Lady's Island-St. Helena Fire District | Wasatch Integrated Waste Management District | Highline School District No. 401 |
| | Mountain Rides Transportation Authority | Scio School District No. 95C | Lake City Housing Authority | Washington County Water Conservancy District | Hockinson School District |
| | Nampa and Meridian Irrigation District | Seaside School District | Lancaster County Water and Sewer District | Waste Management Service District No. 5 | Hood Canal School District No. 404 |
| | Nampa Highway District No. 1 | Sheridan School District No. 48J | Lancaster Housing Authority | Weber Basin Water Conservancy District | Hoquiam School District No. 28 |
| | Nampa Housing Authority | Sherman County School District | Lancaster Soil and Water Conservation District | Weber Fire District | Inchelium School District No. 70 |
| | New Plymouth Fire District | Sherwood School District No. 88J | Laurens Housing Authority | Weber Mosquito Abatement District | Issaquah School District No. 411 |
| | North Bingham County District Library | Silver Falls School District No. 4J | Levinson County Health Services District, Inc. | Weber-Box Elder Conservation District | Kahlotus School District No. 56 |
| | North Custer Hospital District | Sisters School District No. 6 | Liberty-Chesnee-Fingerville Water District | Wellsville-Mendon Conservancy District | Kalama School District No. 402 |
| | North Kootenai Water and Sewer District | Siuslaw School District No. 97J | Local Housing Authority | White City Water Improvement District | Keller School District No. 3 |
| | North Lake Recreational Sewer and Water District | South Coast Education Service District, Region No. 7 | Lowcountry Regional Transportation Authority | Woodruff Fire District | Kelso School District No. 458 |
| | North Latah County Highway District | South Lane School District No. 45J3 | Logoff-Egin Water Authority | | Kennewick School District No. 17 |
| | Northern Lakes Fire District | South Umpqua School District No. 19 | Marion Housing Authority | State | Kent School District No. 415 |
| | Northside Fire District | South Wasco County School District No. 1 | Marlboro County Housing Authority | State Of Utah | Kettle Falls School District No. 212 |
| | Notus-Parma Highway District No. 2 | Southern Oregon Education Service District | McColl Housing Authority | Utah Department of Administrative Services | Kiona-Benton City School District No. 52 |
| | Oakley Highway District | Spray School District No. 1 | Medical University Hospital Authority | Utah Department of Health | Kittitas School District |
| | Oakley Library District | Springfield School District No. 19 | Metropolitan Sewer Sub-District | Utah State Legislature | Klickitat School District No. 402 |
| | Ola District Library | St. Helens School District No. 502 | Mitford Water and Sewer District | Utah State Treasurer | La Center School District |
| | Oneida County Fire District | St. Paul School District No. 45 | Mullins Housing Authority | Tribal | La Conner School District No. 311 |
| | Oregon Trail Recreation District | Stanfield School District No. 61 | Murrells Inlet-Garden City Fire District | Confederated Tribes of the Goshute Reservation | LaCrosse School District |
| | Outlet Bay Water and Sewer District | Sutherlin School District No. 130 | Myrtle Beach Air Force Base Redevelopment Authority | Koosharem Band of the Paiute Indian Tribe | Lake Chelan School District No. 129 |
| | Panhandle Health District | Sweet Home School District No. 55 | Myrtle Beach Housing Authority | Koosharem Band of the Paiute Indian Tribe | Lake Quinalt School District No. 197 |
| | Parma Rural Fire Protection District | Three Rivers School District | Newberry Housing Authority | Northwestern Band of the Shoshone Nation Housing Authority | Lake Stevens School District No. 4 |
| | Pine Ridge Water and Sewer District | Tigard-Tualatin School District No. 23J | Newberry Hospital Authority | Paiute Indian Tribe of Utah | Lake Washington School District No. 414 |
| | Pinehurst Water District | Tillamook School District No. 9 | North Charleston Housing Authority | Skull Valley Band of Goshute Indians | Lakewood School District No. 306 |
| | Pioneer Irrigation District | Ukiah School District 80 R | North Charleston Sewer District | Ute Indian Tribe | Lamont School District |
| | Placerville Fire Protection District | Umatilla School District No. 6 | North Greenville Fire District | | Liberty School District No. 362 |
| | Pocatello Housing Authority | Union School District 5 | Oconee County Joint Regional Sewer Authority | | Lind School District |
| | Pocatello-Chubbuck Auditorium District | Vale School District No. 84 | Parker Sewer and Fire Subdistrict | | Longview School District No. 122 |
| | Portneuf District Library | Vernonia School District No. 47J | Patriots Point Development Authority | | Loon Lake School District No. 183 |
| | Post Falls Highway District | Wallowa School District No. 12 | Pee Dee Regional Airport District | | Lopez Island School District No. 144 |
| | Power County Highway District | Warrenton-Hammond School District No. 30 | Pee Dee Regional Transportation Authority | | Lyle School District No. 406 |
| | Prairie Highway District | West Linn-Wilsonville School District | Piedmont Public Service District | | Lynden School District No. 504 |
| | Prairie-River Library District | Willamette Education Service District | Pioneer Rural Water District | | Mabton School District No. 120 |
| | Progressive Irrigation District | Willamina School District No. 30J | Powdersville Water District | | Mansfield School District No. 207 |
| | Raft River Highway District | Winston-Dillard School District No. 116 | Richland-Lexington Airport District | | Manson School District |
| | Rapid River Water and Sewer District | Woodburn School District No. 103 | Richland-Lexington Riverbanks Park District | | Mary M. Knight School District |
| | Richfield District Library | Yamhill-Carlton School District No. 1 | Rock Hill Housing Authority | | Mary Walker School District No. 207 |
| | Riverside Independent Water District | Yoncalla School District No. 32 | Saluda County Water and Sewer Authority | | Marysville School District No. 25 |
| | Rock Creek Fire District | Special District | Sandy Springs Water District | | McClary School District No. 65 |
| | Rockliffe Rural Fire District | Adair Rural Fire Protection District | Santee Fire Service District | | Mead School District No. 354 |
| | Rogerson Water District | Amity Fire District | Santee Waterree Regional Transportation Authority | | Medical Lake School District No. 326 |
| | Ross Point Water District | Applegate Valley Fire District No. 9 | Sheldon Township Fire District | | Mercer Island School District No. 400 |
| | Sagle Fire District | Arch Cape Sanitary District | Slater-Marietta Fire District | | Meridian School District No. 505 |
| | Salmon River Clinic Hospital District | Arch Cape Water District | South Carolina Housing Authority Bond Council | | Methow Valley School District |
| | Sam Owen Fire District | Arnold Irrigation District | South Carolina Public Employee Benefit Authority | | Monroe School District No. 103 |
| | Santa-Fernwood Water and Sewer District | Aumville Rural Fire District | South Carolina Regional Housing Authority No. 1 | | Montesano School District No. 66 |
| | Schweitzer Fire-Rescue District | Baker County Library District | South Carolina Regional Housing Authority No. 3 | | Morton School District No. 214 |
| | Settlers Irrigation District | Baker Rural Fire Protection District | South Carolina State Education Assistance Authority | | Moses Lake School District No. 161 |
| | Shelley/Firch Fire District | Baker Valley Soil and Water Conservation District | South Carolina State Fiscal Accountability Authority | | Mossyrock School District No. 206 |
| | Shoshone City & Rural Fire District | Bandon Rural Fire Protection District | South Carolina State Housing and Development Authority | | Mt. Adams School District No. 209 |
| | Shoshone County Fire Protection District No. 2 | Barlow Water Improvement District | South Carolina State Ports Authority | | Mt. Baker School District No. 507 |
| | Shoshone Highway District No. 2 | Bay Area Hospital District | South Greenville Fire District | | Mt. Vernon School District No. 320 |
| | South Bannock Library District | Bend Parks and Recreation District | South Island Public Service District | | Mukiteo School District No. 6 |
| | South Bingham Soil Conservation District | Beverly Beach Water District | Southside Rural Community Water District | | Naches Valley School District No. 3 |
| | South Boundary Fire Protection District | Black Butte Ranch Rural Fire Protection District | Spartanburg Housing Authority | | Napavine Valley School District No. 14 |
| | South Custer Fire District | Blue Mountain Hospital District | Spartanburg Regional Health Services District | | Naselle-Grays River Valley School District No.165 |
| | South Fork Coeur d'Alene River Sewer District | Blue River Water District | St. Andrews Public Service District South Carolina | | Nespelem School District No. 14 |
| | South Latah Highway District | Boardman Park and Recreation District | St. John's Fire District | | Newport School District No. 56-415 |
| | Southside Water and Sewer District | Boardman Rural Fire Protection District | Starr-Iva Water and Sewer District | | Nine Mile Falls School District No. 325/179 |
| | Southwestern Idaho Cooperative Housing Authority | Boring Water District No. 24 | Starr-Jackson-Wellford-Duncan Water District | | Nooksaak Valley School District No. 506 |
| | St. Maries Fire Protection District | Boulder Creek Retreat Special Road District | Sumter Housing Authority | | North Beach School District No. 64 |
| | Star Joint Fire District | Brownsville Rural Fire District | Talatha Rural Community Water District | | North Franklin School District No. 51 |
| | Star Sewer and Water District | Buell-Red Prairie Water District | Taylor's Fire and Sewer District | | North Kitsap School District No. 400 |
| | Sun Valley Water and Sewer District | Bunker Hill Sanitary District | Three Rivers Solid Waste Authority | | North Mason School District |
| | Sunier Heights Water District | Burlington Water District | Tigerville Fire District | | North Thurston Public Schools |
| | Targhee Regional Public Transit Authority | Camellia Park Sanitary District | Tri-County Solid Waste Authority | | Northport School District No. 211 |
| | Targhee Regional Public Transportation Authority | Canon Beach Rural Fire Protection District | Union Housing Authority | | Northshore School District No. 417 |
| | Teton County Fire Protection District | Central Lincoln People's Utility District | Valley Public Service Authority | | Oak Harbor School District No. 201 |
| | Three Creek Highway District | Central Oregon Irrigation District | Waccamaw Regional Transportation Authority | | Oakesdale School District No. 324 |
| | Three Mile Water District | Central Oregon Park and Recreation District | Wedgefield Stateburg Water District | | Oakville School District No. 400 |
| | Timberlake Fire Protection District | Central Oregon Regional Housing Authority | West Anderson Water District | | Ocean Beach School District No. 101 |
| | Twin Falls Highway District | Charleston Fire District | Westview-Fairforest Fire District | | Ocoosa School District No. 172 |
| | Twin Falls Housing Authority | Charleston Sanitary District | Whitney Fire Protection District | | Odesch School District No. 105 |
| | Twin Falls Rural Fire Protection District | Chehalam Park and Recreation District | Williamsburg County Transit Authority | | Okanagan School District No. 105 |
| | Twin Ridge Rural Fire District | Chenoweth Water Public Utility District | Williamsburg County Water and Sewer Authority | | Olympia School District No. 111 |
| | Union Independent Highway District | Chiloquin-Agency Lake Rural Fire Protection District | Woodruff Housing Authority | | Olympic Educational Service District |
| | Upper Fords Creek Rural Fire District | Christmas Valley Domestic Water Supply District | Woodruff-Roebuck Water District | | Omak School District No. 19 |
| | Warm Lake Recreational Water District | Christmas Valley Park and Recreation District | York County Natural Gas Authority | | Onalaska School District No. 300 |
| | Wendell Highway District | Clackamas County Fire District No. 1 | | | Onion Creek School District No. 30 |
| | West Boise Sewer District | Clackamas County Housing Authority | State | | Orcas Island School District No. 137 |
| | West Bonner Library District | Clackamas County Soil and Water Conservation District | Santee-Lynches Regional Council of Governments | | Orchard Prairie School District No. 123 |
| | West Bonner Water and Sewer District | Clatskanie Park and Recreation District | South Carolina Department of Health and Environmental Control | | Orient School District No. 65 |
| | West Pend Oreille Fire District | Clatskanie People's Utility District | South Carolina Department of Revenue | | Oroville School District No. 410 |
| | Western Ada Recreation District | Clatskanie Rural Fire Protection District | South Carolina General Services Division | | Orting School District No. 344 |
| | Western Elmore County Recreation District | Clatsop Care Center Health District | South Carolina Office of Regulatory Staff | | Othello School District |
| | Wilder Irrigation District | Clatsop County Housing Authority | South Carolina State Budget and Control Board | | Palisades School District No. 102 |
| | Wilder Public Library District | Cloverdale Rural Fire Protection District | South Carolina State Treasurer's Office | | Palouse School District No. 301 |
| | Wilder Rural Fire Protection District | Coburg Rural Fire Protection District | State Of South Carolina | | Pasco School District No. 1 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | Wilderness Ranch Fire Protection District | Colton Fire District | Township | | Pateros School District |
| | Winona Highway District | Colton Water District | Township of Grand Meadow | | Paterson School District No. 50 |
| | Worley Fire District | Columbia Corridor Drainage Districts Joint Contracting Authority | Tribal | | Pe Ell School District No. 301 |
| | Worley Highway District | Columbia Health District | Catawba Indian Nation | | Peninsula School District |
| State | | Columbia Improvement District | | | Pioneer School District No. 402 |
| Idaho Department of Administration | | Columbia River People's Utility District | | | Pomeroy School District No. 110 |
| Idaho Department of Health and Welfare | | Columbia Soil and Water Conservation District | | | Port Angeles School District No. 121 |
| State Of Idaho | | Coos County Airport District | | | Port Townsend School District No. 50 |
| Tribal | | Coos County Library Service District | | | Prescott School District No. 402-37 |
| Coeur d'Alene Tribe | | Coquille Indian Housing Authority | | | Pride Prep Schools |
| Kootenai Tribe of Idaho | | Coquille Valley Hospital District | | | Prosser School District No. 116 |
| Nez Perce Tribal Enterprises | | Corbett Water District | | | Puget Sound Educational Service District |
| Nez Perce Tribe | | Corvallis Rural Fire Protection District | | | Pullman School District No. 267 |
| Shoshone-Bannock Tribes | | Cove Rural Fire Protection District | | | Puyallup School District No. 3 |
| | | Crooked River Ranch Rural Fire Protection District | | | Queets-Clearwater School District No. 20 |
| | | Crooked River Ranch Special Road District | | | Quilcene School District No. 48 |
| | | Curry Health District | | | Quillayute Valley School District No. 402 |
| | | Curry Public Library District | | | Quincy School District No. 144 |
| | | Dallas Cemetery District No. 4 | | | Rainier School District No. 307 |
| | | Dean Minard Water District | | | Raymond School District No. 116 |
| | | Dee Rural Fire Protection District | | | Reardan-Edwall School District |
| | | Deschutes County 911 Service District | | | Renton School District No. 403 |
| | | Deschutes County Rural Fire District No. 1 | | | Republic School District |
| | | Deschutes Valley Water District | | | Richland School District No. 400 |
| | | Devils Lake Water Improvement District | | | Ridgefield School District No. 122 |
| | | Dexter Rural Fire Protection District | | | Ritzville School District |
| | | Douglas County Fire District No. 2 | | | Riverside School District |
| | | Douglas County Housing Authority | | | Riverview School District No. 407 |
| | | Douglas Soil and Water Conservation District | | | Rochester School District |
| | | Drakes Crossing Rural Fire Protection District | | | Rosalia School District No. 320 |
| | | Dufur Recreation District | | | Royal School District |
| | | Eagle Valley Soil and Water Conservation District | | | San Juan Island School District No. 149 |
| | | East Fork Irrigation District | | | Satsop School District No. 104 |
| | | East Multnomah Soil and Water Conservation District | | | Seattle Public Schools |
| | | East Umatilla County Health District | | | Sedro-Woolley School District No. 101 |
| | | East Valley Water District | | | Selah School District No. 119 |
| | | Echo Rural Fire District | | | Selkirk School District No. 70 |
| | | Elsie-Vinemagie Rural Fire Protection District No. 11 | | | Sequim School District No. 323 |
| | | Emerald People's Utility District | | | Shaw Island School District No. 10 |
| | | Estacada Rural Fire District No. 69 | | | Shelton School District No. 309 |
| | | Fairview Water District | | | Shoreline School District No. 412 |
| | | Falcon Cove Beach Water District | | | Skykomish School District |
| | | Farmers Irrigation District | | | Snohomish School District No. 201 |
| | | Gardiner Sanitary District | | | Snoqualmie Valley School District No. 410 |
| | | Gaston Rural Fire District | | | Soap Lake School District No. 156 |
| | | Gates Rural Fire Protection District | | | South Bend School District No. 118 |
| | | Gearhart Rural Fire Protection District | | | South Kitsap School District No. 402 |
| | | Glendale Rural Fire Protection District | | | South Whidbey School District No. 206 |
| | | Gleneden Sanitary District | | | Southside School District |
| | | Goshen Fire District | | | Spokane Public Schools |
| | | Government Camp Sanitary District | | | Sprague School District |
| | | Grand Ronde Sanitary District | | | St. John School District No. 322 |
| | | Grant County Transportation District | | | Stanwood-Camano School District No. 401 |
| | | Grant Soil and Water Conservation District | | | Stellacoom Historical School District No. 1 |
| | | Grants Pass Irrigation District | | | Steptoe School District No. 304 |
| | | Green Sanitary District | | | Stevenson-Carson School District No. 303 |
| | | Hahlen Road Special District | | | Sultan School District No. 311 |
| | | Halsey-Shedd Rural Fire Protection District | | | Summit Valley School District 202 |
| | | Hamlet Rural Fire Protection District | | | Summer School District No. 320 |
| | | Harbor Sanitary District | | | Sunnyside School District No. 201 |
| | | Harbor Water Public Utility District | | | Tacoma School District No. 10 |
| | | Harney District Hospital | | | Taholah School District No. 77 |
| | | Harney Soil and Water Conservation District | | | Tahoma School District No. 409 |
| | | Harriman Rural Fire Protection District | | | Tekoa School District No. 265 |
| | | Hazeldell Rural Fire Protection District | | | Tenino School District No. 402 |
| | | Hebo Joint Water and Sewer Authority | | | Thorp School District No. 400 |
| | | Heceta Water District | | | Toledo School District No. 237 |
| | | Hermiston Cemetery District | | | Tonascket School District |
| | | Hermiston Fire and Emergency Services District | | | Toppensish School District No. 202 |
| | | Hermiston Irrigation District | | | Touchet School District No. 300 |
| | | Hood River County Library District | | | Toutle Lake School District No. 130 |
| | | Hood River County Transportation District | | | Trout Lake School District No. R-400 |
| | | Hood River Valley Parks and Recreation District | | | Tukwila School District No. 406 |
| | | Hoodland Fire District No. 74 | | | Tumwater School District No. 33 |
| | | Hubbard Rural Fire Protection District | | | Union Gap School District No. 2 |
| | | Ice Fountain Water District | | | University Place School District No. 83 |
| | | Illinois Valley Rural Fire Protection District | | | Valley School District |
| | | Ione Rural Fire Protection District | | | Valley School District No. 70 |
| | | Irrigon Community Park and Recreation Maintenance District | | | Vancouver School District No. 37 |
| | | Jackson County Airport Authority | | | Vashon Island School District No. 402 |
| | | Jackson County Fire District No. 3 | | | Wahkiakum School District No. 200 |
| | | Jackson County Fire District No. 5 | | | Wahluke School District No. 73 |
| | | Jackson County Housing Authority | | | Waitsburg School District |
| | | Jackson County Library District | | | Walla Walla School District No. 140 |
| | | Jackson County Vector Control District | | | Wapato School District No. 207 |
| | | Jackson Soil and Water Conservation District | | | Warden School District No. 146-161 |
| | | Jefferson Rural Fire Protection District | | | Washington Schools Risk Management Pool |
| | | John Day/Canyon City Parks and Recreation District | | | Washington State Educational Service District |
| | | Junction City Rural Fire Protection District | | | Washougal School District |
| | | Juniper Flat Rural Fire Protection District | | | Washtucna School District |
| | | Keating Soil and Water Conservation District | | | Waterville School District No. 209 |
| | | Keizer Rural Fire Protection District | | | Wellpinit School District |
| | | Keno Fire Protection District | | | Wenatchee School District No. 246 |
| | | Kernville-Gleneden Beach-Lincoln Beach Water District | | | West Valley School District No. 208, Yakima County |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | | Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coo's-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District | | | West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205 Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnage Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinoek Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|-------|---|----------------|------|---|
| | | Pleasant Home Water District Polk County Fire District No-1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetery Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangri-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silvertown Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetery Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swallow Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatin Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetery District Vale Oregon Irrigation District Valley View Water District Vandevort Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Ward Memorial Park District Wickiup Water District Willamalane Park and Recreation District | | | Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Cowington Water District Cowiche Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanagan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanagan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstone Pointe Water-Sewer District Highland Water District |

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Williams Rural Fire Protection District
 Willow Creek Park District
 Winchester Bay Sanitary District
 Winston-Dillard Fire District
 Winston-Dillard Water District
 Woodburn Rural Fire Protection District
 Yamhill County Housing Authority
 Yamhill Fire Protection District
 Youngs River-Lewis and Clark Water District

State

Oregon Department of Administrative Services
 Oregon Department of Revenue
 Oregon Health Licensing Agency
 Oregon Higher Education Coordinating Commission
 Oregon Secretary of State
 Oregon State Board of Nursing
 State of Oregon

Tribal

Burns Paiute Tribe
 Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
 Confederated Tribes of Grand Ronde Community
 Confederated Tribes of Siletz Indians
 Confederated Tribes of the Umatilla Indian Reservation
 Confederated Tribes of the Warm Springs
 Coquille Indian Tribe
 Klamath Tribes

Highlands Sewer District
 Highline Water District
 Historic Seattle Preservation and Development Authority
 Holmes Harbor Sewer District
 Hunters Water District
 Hydro Irrigation District No. 9
 Icicle Irrigation District
 Incheellum Water District
 Irvin Water District No. 6
 Island County Fire District No. 3
 Island County Fire Protection District No. 1
 Island County Housing Authority
 Jefferson County Conservation District
 Jefferson County Fire District No. 5
 Jefferson County Fire Protection District No. 1
 Jefferson County Fire Protection District No. 3
 Jefferson County Public Utility District No. 1
 Jefferson County Water District No. 3
 Jefferson Transit Authority
 Juniper Beach Water District
 Kapanwin Water District
 Kelso Housing Authority
 Kennewick Housing Authority
 Kennewick Irrigation District
 Kennewick Public Facilities District
 Kennewick Public Hospital District
 Kent Fire Department Regional Fire Authority
 Key Peninsula Metro Parks District
 King County Airport District No. 1
 King County Ferry District
 King County Fire Protection District No. 16
 King County Fire Protection District No. 2
 King County Fire Protection District No. 20
 King County Fire Protection District No. 25
 King County Fire Protection District No. 27
 King County Fire Protection District No. 28
 King County Fire Protection District No. 34
 King County Fire Protection District No. 37
 King County Fire Protection District No. 40
 King County Fire Protection District No. 43
 King County Fire Protection District No. 44
 King County Fire Protection District No. 45
 King County Fire Protection District No. 47
 King County Fire Protection District No. 50
 King County Flood Control District
 King County Hospital District No. 4
 King County Housing Authority
 King County Public Hospital District No. 1
 King County Public Hospital District No. 2
 King County Water District No. 1
 King County Water District No. 111
 King County Water District No. 117
 King County Water District No. 119
 King County Water District No. 125
 King County Water District No. 19
 King County Water District No. 20
 King County Water District No. 45
 King County Water District No. 49
 King County Water District No. 54
 King County Water District No. 90
 Kitsap Conservation District
 Kitsap County Consolidated Housing Authority
 Kitsap County Fire District No. 18
 Kitsap County Public Utility District No. 1
 Kitsap County Rural Library District
 Kitsap Public Health District
 Kittitas County Conservation District
 Kittitas County Fire District No. 2
 Kittitas County Fire Protection District No. 7
 Kittitas County Hospital District No. 2
 Kittitas County Housing Authority
 Kittitas County Public Utility District No. 1
 Kittitas County Water District No. 5
 Kittitas County Water District No. 6
 Kittitas County Water District No. 7
 Klickitat County Fire District No. 14
 Klickitat County Fire District No. 15
 Klickitat County Fire District No. 1
 Klickitat County Fire Protection District No. 4
 Klickitat County Fire Protection District No. 5
 Klickitat County Port District No. 1
 Klickitat County Public Hospital District No. 1
 Klickitat County Public Hospital District No. 2
 Klickitat County Public Utility District No. 1
 Lacey Fire District 3
 Lake Chelan Reclamation District
 Lake Chelan Sewer District
 Lake Forest Park Water District
 Lake Stevens Sewer District
 Lake Wenatchee Water District
 Lake Whatcom Water and Sewer District
 Lakehaven Utility District
 Lakewood Water District
 Lenora Water and Sewer District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 11
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 16
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Public Facilities District
- Lewis County Public Utility District No. 1
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 3
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lopez Island Library District
- Lower Elwha Housing Authority
- Lower Squilchuck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Makah Housing Authority
- Malaga Water District
- Manchester Water District
- Manson Park and Recreation District
- Marshland Flood Control District
- Marysville Fire District
- Mason Conservation District
- Mason County Fire District No. 13
- Mason County Fire District No. 17
- Mason County Fire District No. 2
- Mason County Fire District No. 4
- Mason County Fire Protection District No. 5
- Mason County Fire Protection District No. 8
- Mason County Housing Authority
- Mason County Public Hospital District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Methow Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Moab Irrigation District No. 20
- Moses Lake Irrigation and Rehabilitation District
- Mukilteo Water and Wastewater District
- Naches-Selah Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Whidbey Park and Recreation District
- Northeast Sammamish Sewer and Water District
- Northshore Utility District
- Northwest Park and Recreation District No. 2
- Okanogan Conservation District
- Okanogan County Cemetery District No. 4
- Okanogan County Fire District No. 6
- Okanogan County Fire Protection District No. 11
- Okanogan County Housing Authority
- Okanogan County Public Hospital District No. 3
- Okanogan County Public Hospital District No. 4
- Okanogan County Public Utility District No. 1
- Okanogan Fire Protection District No. 16
- Okanogan Irrigation District
- Olympic View Water and Sewer District
- Olympus Terrace Sewer District
- Orcas Island Library District
- Orchard Avenue Irrigation District No. 6
- Oroville Housing Authority
- Oroville-Tonasket Irrigation District
- Othello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 2
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3
- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Pasco/Franklin County Housing Authority
- Pend Oreille County Fire District No. 2

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Peshastin Irrigation District
- Peshastin Water District
- Pierce Conservation District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Point Roberts Water District No. 4
- Ponderay Shores Water and Sewer District
- Port Ludlow Drainage District
- Prescott Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No- 1
- Puyallup Tribal Health Authority
- Quileute Housing Authority
- Quinalt Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richland Housing Authority
- Richland Public Facilities District
- Ronald Wastewater District
- Rosa Irrigation District
- Sacheen Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scatchet Head Water District
- Seattle Chinatown International District Preservation and Development Author
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selah-Moxee Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 304
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamokawa Water and Sewer District
- Skyway Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17
- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 28
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Snohomish County Housing Authority
- Snohomish County Public Hospital District No. 1
- Snohomish County Public Hospital District No. 2
- Snohomish County Public Utility District No. 1
- Snohomish Health District
- Snohomish River Regional Water Authority
- Snoqualmie Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Entity Public Development Authority
- South Naches Irrigation District
- South Whatcom Fire Authority
- South Whidbey Parks and Recreation District
- South Yakima Conservation District
- Southwest Suburban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 12
- Spokane County Fire District No. 2
- Spokane County Fire District No. 4
- Spokane County Fire Protection District No. 10
- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 13
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 5
- Spokane County Fire Protection District No. 8
- Spokane County Fire Protection District No. 9
- Spokane County Library District
- Spokane County Water District No. 3
- Spokane Housing Authority
- Spokane Indian Housing Authority
- Spokane Public Facilities District
- Spokane Regional Health District
- Spokane Transit Authority
- Startup Water District
- Steptoe Sewer District No. 1
- Stevens County Fire District No. 2
- Stevens County Fire District No. 6
- Stevens County Fire Protection District No. 1
- Stevens County Fire Protection District No. 10
- Stevens County Fire Protection District No. 12
- Stevens County Fire Protection District No. 5
- Stevens County Public Utility District No. 1
- Stevens County Rural Library District
- Stevens Pass Sewer District
- Sun Harbor Water District No. 3
- Sunnyside Housing Authority
- Sunnyside Valley Irrigation District
- Sunnyslope Water District
- Swinomish Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Terrace Heights Sewer District
- Thea Foss Waterway Development Authority
- Three Rivers Regional Wastewater Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 9
- Thurston County Fire Protection District No. 3
- Thurston County Fire Protection District No. 5
- Thurston County Fire Protection District No. 6
- Thurston County Fire Protection District No. 8
- Thurston County Housing Authority
- Thurston County Public Utility District No. 1
- Tri-County Economic Development District
- Tukwila Metropolitan Park District
- Underwood Conservation District
- Union Gap Irrigation District
- Val Vue Sewer District
- Valley Regional Fire Authority
- Valley View Sewer District
- Valley Water District
- Vancouver Housing Authority
- Vashon Park District
- Wahkiakum County Public Utility District No. 1
- Wahkiakum Fire Protection District No. 1
- Wahkiakum Port District No. 1
- Walla Walla County Fire Protection District No. 1
- Walla Walla County Fire Protection District No. 3
- Walla Walla County Fire Protection District No. 4
- Walla Walla County Fire Protection District No. 5
- Walla Walla County Fire Protection District No. 8
- Walla Walla County Rural Library District
- Walla Walla Housing Authority
- Wallula Water District No. 1
- Washington State Convention Center Public Facilities District
- Washington State Major League Baseball Stadium Public Facilities District
- Washington State Tobacco Settlement Authority
- Water District 10
- Wells Ranch Irrigation District
- Wenatchee Reclamation District
- Wenatchee-Chiwawa Irrigation District
- West Sound Utility District
- Whatcom Conservation District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Whatcom County Fire District No. 1
- Whatcom County Fire District No. 11
- Whatcom County Fire District No. 14
- Whatcom County Fire District No. 16
- Whatcom County Fire District No. 17
- Whatcom County Fire District No. 4
- Whatcom County Fire District No. 5
- Whatcom County Fire District No. 7
- Whatcom County Fire District No. 8
- Whatcom County Public Utility District No. 1
- Whatcom County Water District No. 12
- Whatcom County Water District No. 13
- Whatcom County Water District No. 2
- Whatcom County Water District No. 7
- Whatcom Transportation Authority
- Whidbey Island Public Hospital District
- Whitestone Reclamation District
- Whitman County Fire District No. 11
- Whitman County Fire Protection District No. 12
- Whitman County Fire Protection District No. 14
- Whitman County Fire Protection District No. 7
- Whitman County Public Hospital District No. 3
- Whitman County Rural Library District
- Whitworth Water District No. 2
- Willapa Valley Water District
- William Shore Memorial Pool District
- Williams Lake Sewer District No. 2
- Wine Science Center Development Authority
- Wollochet Harbor Sewer District
- Woodinville Water District
- Yakima County Fire District No. 1
- Yakima County Fire District No. 3
- Yakima County Fire District No. 4
- Yakima County Fire District No. 5
- Yakima County Fire District No. 6
- Yakima County Fire Protection District No. 12
- Yakima County Fire Protection District No. 14
- Yakima County Mosquito Control District
- Yakima Housing Authority
- Yakima Regional Clean Air Authority
- Yakima Rural County Library District
- Yakima-Tieton Irrigation District

State

- North Seattle Community College
- Seattle Colleges
- State Of Washington
- Washington State Department of Enterprise Services
- Washington State Department of Health
- Washington State Department of Social and Health Services
- Washington State Health Care Authority

Tribal

- Columbia River Inter-Tribal Fish Commission
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Yakama Nation
- Cowlitz Indian Tribe
- Hoh Indian Tribe
- Jamestown S'Klallam Tribe
- Kalispel Tribe of Indians
- Lower Elwha Klallam Tribe
- Lummi Indian Nation
- Makah Tribe
- Muckleshoot Indian Tribe
- Nisqually Indian Tribe
- Nooksack Indian Tribe
- Port Gamble S'Klallam Tribe
- Puyallup Tribe of Indians
- Quileute Indian Tribe
- Quinalt Indian Nation
- Samish Indian Nation
- Sauk-Suiattle Indian Tribe
- Skokomish Indian Tribe
- Snoqualmie Indian Tribe
- Spokane Tribe
- Squaxin Island Tribe
- Stillaguamish Tribe of Indians
- Suquamish Tribe
- Swinomish Indian Tribal Community
- Tulalip Tribes
- Upper Skagit Indian Tribe
- Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
City of Bristol
City of Buena Vista
City of Charlottesville
City of Chesapeake
City of Colonial Heights
City of Covington
City of Danville
City of Emporia
City of Fairfax
City of Falls Church
City of Franklin
City of Fredericksburg
City of Galax
City of Hampton
City of Harrisonburg
City of Hopewell
City of Lexington
City of Lynchburg
City of Manassas
City of Manassas Park
City of Martinsville
City of Newport News
City of Norfolk
City of Norton
City of Petersburg
City of Poquoson
City of Portsmouth
City of Radford
City of Richmond
City of Roanoke
City of Salem
City of Staunton
City of Suffolk
City of Virginia Beach
City of Waynesboro
City of Williamsburg
City of Winchester
Town of Albemarle
Town of Altavista
Town of Amherst
Town of Appalachee
Town of Appomattox
Town of Ashland
Town of Bedford
Town of Berryville
Town of Big Stone Gap
Town of Blacksburg
Town of Bluefield
Town of Boones Mill
Town of Bowling Green
Town of Boyce
Town of Boydton
Town of Bridgewater
Town of Broadway
Town of Brodnax
Town of Brookneal
Town of Buchanan
Town of Burkeville
Town of Cape Charles
Town of Cedar Bluff
Town of Charlotte Court House
Town of Chase City
Town of Chatham
Town of Cheriton
Town of Chilhowie
Town of Chincoteague
Town of Christiansburg
Town of Claremont
Town of Clarksville
Town of Clifton
Town of Clifton Forge
Town of Clinchco
Town of Clintwood
Town of Coeburn
Town of Colonial Beach
Town of Columbia
Town of Courland
Town of Craigsboro
Town of Crewe
Town of Culpeper
Town of Damascus
Town of Dayton
Town of Denison
Town of Dilwyn
Town of Drakes Branch
Town of Dublin
Town of Dumfries
Town of Dungsannon

Special Districts

Accomack-Norhampton Transportation District
Albemarle County Service Authority
Albemarle-Charlottesville Regional Jail Authority
Alexandria Redevelopment and Housing Authority
Appomattox River Water Authority
Bath County Airport Authority
Bedford County Economic Development Authority
Bedford Regional Water Authority
Big Stone Gap Redevelopment and Housing Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority
Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority
Blue Ridge Regional Jail Authority
Blue Ridge Soil and Water Conservation District
Bristol Redevelopment and Housing Authority
Brookneal-Campbell County Airport Authority
Brunswick County Industrial Development Authority
Buchanan County Industrial Development Authority
Buena Vista Public Service Authority
Campbell County Utilities and Service Authority
Carroll County Industrial Development Authority
Carroll-Grayson-Galax Solid Waste Authority
Castlewood Water and Sewage Authority
Central Shenandoah Planning District Commission
Central Virginia Regional Jail Authority
Central Virginia Waste Management Authority
Charlottesville Redevelopment and Housing Authority
Charlottesville-Albemarle Airport Authority
Chesapeake Airport Authority
Chesapeake Bay Bridge and Tunnel District
Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wise Regional Wastewater Authority
Craze-New Castle Solid Waste Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Culpeper Soil and Water Conservation District
Cumberland Plateau Planning District Commission
Cumberland Plateau Regional Housing Authority
Cumberland Plateau Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority
Dickenson County Industrial Development Authority
Dickenson County Public Service Authority
Dinwiddie Airport and Industrial Authority
Dinwiddie County Water Authority
District Three Governmental Cooperative
Dryden Water Authority
Eastern Shore of Virginia Broadband Authority
Essex County Industrial Development Authority
Fairfax County Economic Development Authority
Fairfax County Park Authority
Fairfax County Redevelopment and Housing Authority
Fairfax County Water and Sanitation Authority
Fauquier County Water and Sanitation Authority
Floyd County Economic Development Authority
Floyd-Floyd County Public Service Authority
Franklin Redevelopment and Housing Authority
Frederick County Sanitation Authority
Fredericksburg Stafford Park Authority
Frederick-Winchester Service Authority
Front Royal-Warren County Economic Development Authority
Ft. Monroe Authority
Giles County Public Service Authority
Greensville County Water and Sewer Authority
Halifax County Industrial Development Authority
Halifax County Service Authority
Hampton Redevelopment and Housing Authority
Hampton Roads Planning District Commission
Hampton Roads Regional Jail Authority
Hampton Roads Sanitation District
Harrisonburg Redevelopment and Housing Authority
Harrisonburg-Rockingham Regional Sewer Authority
Headwaters Soil and Water Conservation District
Hopewell Redevelopment and Housing Authority
James River Water Authority
John Flannagan Water Authority
Joint Public Service Authority
Lee County Industrial Development Authority
Lee County Public Service Authority
LENOWISCO Planning District Commission
Lord Fairfax Soil and Water Conservation District
Loudoun County Sanitation Authority
Louisiana County Water Authority
Lynchburg Redevelopment and Housing Authority
Marion Redevelopment and Housing Authority
Maury Service Authority
Mecklenburg-Brunswick Regional Airport Authority
Meherrin River Regional Jail Authority
Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Alleghany County Public Schools
Amelia County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Arlington County Public Schools
Atlantic Shores Christian Schools
Augusta County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Botetourt County Public Schools
Bristol Virginia Public Schools
Brunswick County Public Schools
Buchanan County Schools
Buckingham County Public Schools
Buena Vista City Public Schools
Campbell County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlottesville Public Schools
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Public Schools
Clarke County School District
Colonial Beach Schools
Colonial Heights Public Schools
Copper River School District
Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Crisie-New Castle Solid Waste Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Dickenson County Public Schools
Dinwiddie County Public Schools
Fairfax County Public Schools
Falls Church City Public Schools
Fauquier County Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Fredericksburg City Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goochland County Public Schools
Grayson County Public Schools
Greene County Schools
Greensville County Public Schools
Halifax County Public Schools
Hampton City Schools
Hanover County Public Schools
Harrisonburg City Public Schools
Henrico County Public Schools
Henry County Public Schools
Highland County Public Schools
Hopewell Public Schools
Imagine Schools
Isle of Wight County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public Schools
Lee County Public Schools
Lexington City Schools
Loudoun County Public Schools
Louisiana County Public Schools
Lynchburg City Schools
Madison County Public Schools
Manassas City Public Schools
Manassas Park City Schools
Martinsville Public Schools
Mathews County School District
Mecklenburg County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
New Kent County Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Norton City Public Schools
Nottoway County Public Schools
Orange County Public Schools

County

Accomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Augusta County
Bath County
Bedford County
Bedford County Public Service Authority
Bland County
Botetourt County
Brunswick County
Buchanan County
Buchanan County Public Service Authority
Buckingham County Board of Supervisors
Campbell County
Caroline County
Carroll County
Carroll County Public Service Authority
Charles City County
Charlottesville County
Charlottesville City Schools
Chesapeake County
Clarke County
Craig County
Culpeper County
Cumberland County
Dickenson County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Fluvanna County
Franklin County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Greensville County
Halifax County
Hanover County
Henrico County
Henry County
Henry County Public Service Authority
Highland County
Isle of Wight County
James City County
King and Queen County
King George County
King George County Service Authority
King William County
Lancaster County
Lee County
Loudoun County
Louisiana County
Lunenburg County
Madison County
Mathews County
Mecklenburg County
King and Queen County
Montgomery County
Nelson County
New Kent County
Northampton County
Nottoway County
Orange County
Page County
Patrick County
Pittsylvania County
Pittsylvania County Service Authority
Powhatan County
Prince Edward County
Prince George County
Middlesex County
Prince William County Service Authority
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockbridge County Public Service Authority
Rockingham County
Russell County
Scott County

Public Higher Education

Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dabney S. Lancaster Community College
Danville Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Germania Community College
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Lord Fairfax Community College
Massanutten Technical Center
Buckingham County
New College Institute
New River Community College
Norfolk State University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Piedmont Virginia Community College
Radford University
Rappahannock Community College
Richard Bland College
Rowanty Technical Center
Southern Virginia Higher Education Center
Southside Virginia Community College
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
University of Mary Washington
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
Virginia College Savings Plan
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State University
Virginia Western Community College
Wytheville Community College

State

State of Virginia
Virginia Department of Behavioral Health and Developmental Services
Virginia Department of General Services
Virginia Department of Health
Virginia Department of Health Professions
Virginia Department of Public Works

Townships

Township of Green, Ross County

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Gate Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Trouville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock-Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Maurertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia (Carolina) Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education

State

Townships

**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
78144D620E84E3
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
3F75E028A547448
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. *8-27-18*

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Gorsie
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

Prepared For: City of Coachella
Martinez, Maritza

Date: 01/19/2021
AE/AM: RRM/M7B

Unit #

Year: 2021 **Make:** Ford **Model:** F-150
Series: XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB

Vehicle Order Type: Ordered **Term:** 60 **State:** CA **Customer#:** 588084

| | |
|--------------|---|
| \$ 24,918.00 | Capitalized Price of Vehicle ¹ |
| \$ 0.00 * | Sales Tax <u>0.0000%</u> State <u>CA</u> |
| \$ 502.54 * | Initial License Fee |
| \$ 0.00 | Registration Fee |
| \$ 325.00 | Other: (See Page 2) |
| \$ 0.00 | Capitalized Price Reduction |
| \$ 0.00 | Tax on Capitalized Price Reduction |
| \$ 0.00 | Gain Applied From Prior Unit |
| \$ 0.00 * | Tax on Gain On Prior |
| \$ 0.00 * | Security Deposit |
| \$ 0.00 * | Tax on Incentive (Taxable Incentive Total : \$0.00) |

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

| | |
|------------------------|---|
| Driver Name | |
| Exterior Color | Oxford White |
| Interior Color | Black/Medium Dark Slate w/Cloth 40/20/40 Fron |
| Lic. Plate Type | Exempt |
| GVWR | 0 |

| | |
|------------------|---|
| \$ 25,243.00 | Total Capitalized Amount (Delivered Price) |
| \$ 340.78 | Depreciation Reserve @ <u>1.3500%</u> |
| \$ 72.92 | Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ² |
| \$ 413.70 | Total Monthly Rental Excluding Additional Services |

Additional Fleet Management

| | |
|---------|--|
| \$ 0.00 | Master Policy Enrollment Fees |
| \$ 0.00 | Commercial Automobile Liability Enrollment |
| | Liability Limit <u>\$0.00</u> |

| | | | |
|---------|----------------------------|----------------------|--------------|
| \$ 0.00 | Physical Damage Management | Comp/Coll Deductible | <u>0 / 0</u> |
|---------|----------------------------|----------------------|--------------|

| | | | |
|----------|--|--------------------|-----------------------------|
| \$ 35.00 | Full Maintenance Program ³ Contract Miles <u>40,000</u> | OverMileage Charge | <u>\$ 0.0350</u> Per Mile |
| | Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> | # Tires <u>0</u> | Loaner Vehicle Not Included |

\$ 35.00 Additional Services SubTotal

| | | |
|----------|--------------------------|------------------------|
| \$ 36.20 | Sales Tax <u>8.7500%</u> | State <u>CA</u> |
|----------|--------------------------|------------------------|

\$ 484.90 Total Monthly Rental Including Additional Services

| | |
|-------------|---|
| \$ 4,796.20 | Reduced Book Value at <u>60</u> Months |
| \$ 400.00 | Service Charge Due at Lease Termination |

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc. that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management.

Other Totals

| Description | (B)illed or (C)apped | Price |
|--|----------------------|-----------|
| Pricing Plan Delivery Charge | C | \$ 125.00 |
| Courtesy Delivery Fee | C | \$ 200.00 |
| | | |
| Total Other Charges Billed | | \$ 0.00 |
| Total Other Charges Capitalized | | \$ 325.00 |
| Other Charges Total | | \$ 325.00 |

VEHICLE INFORMATION:

2021 Ford F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB - US

Series ID: X1C

Pricing Summary:

| | INVOICE | MSRP |
|--------------------|--------------------|--------------------|
| Base Vehicle | \$31,539 | \$33,025.00 |
| Total Options | \$961.00 | \$1,055.00 |
| Destination Charge | \$1,695.00 | \$1,695.00 |
| Total Price | \$34,195.00 | \$35,775.00 |

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CS-Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

| CODE | DESCRIPTION | INVOICE | MSRP |
|-------------|---|----------------|-------------|
| 100A | Equipment Group 100A Standard | NC | NC |
| 145WB | 145" Wheelbase | STD | STD |
| 44G | Transmission: Electronic 10-Speed Automatic | Included | Included |
| 53A | Trailer Tow Package | \$888.00 | \$975.00 |
| 53B | Class IV Trailer Hitch Receiver | Included | Included |
| 64C | Wheels: 17" Silver Steel | Included | Included |
| 67T | Integrated Trailer Brake Controller | Included | Included |
| 99B | Engine: 3.3L V6 PFDI | Included | Included |
| C | Cloth 40/20/40 Front Seat | Included | Included |
| CS_01 | Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat | NC | NC |
| PAINT | Monotone Paint Application | STD | STD |
| STDGV | GVWR: 6,300 lbs Payload Package | Included | Included |
| STDRD | Radio: AM/FM Stereo w/6 Speakers | Included | Included |
| STDTR | Tires: 245/70R17 BSW A/S | Included | Included |
| SYNC | SYNC 4 | Included | Included |
| X26 | 3.73 Axle Ratio | \$73.00 | \$80.00 |
| YZ_01 | Oxford White | NC | NC |

CONFIGURED FEATURES:

Item 18.

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Clock: in-radio display clock
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
 Ignition Disable: SecuriLock immobilizer
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: cloth front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Cabback Insulator: cabback insulator
 Shift Knob Trim: urethane shift knob
 Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



FLEET MANAGEMENT



WEX ENTERPRISE FLEET MANAGEMENT/ EXXONMOBIL FLEET NATIONAL CARD APPLICATION

Item 18.

Fees: \$40 one-time setup fee, \$2 per card, per month

Tell us about your business

Legal Name of Business _____

Business Physical Address _____

City _____ State _____ Zip _____

Tax Payer Identification # _____ Company Phone # _____ Company Fax # _____

Legal Structure(Corp, Partnership, LLC, Proprietorship, Gov, PC or PA) _____ # of vehicles _____

\$ _____

Years in Business _____ Average Monthly Fuel Exp. _____

Billing Contact Information

Billing Contact First Name _____ Billing Contact Last Name _____

Billing Contact Phone # _____

Billing Address _____

City _____ State _____ Zip _____

Authorization

By signing below, I represent and warrant that I am authorized to bind the Company to the terms & conditions of this offer and the Business Card Agreement, which is available upon request. I further acknowledge that I have read and agree to the Summary of Key Terms enclosed.

X _____

Authorized Officer Signature _____ Date _____

Print Name _____ Email Address _____

Title of Applicant:

President Vice President Treasurer Owner Partner

Tell us about yourself

Required if this account is for a business incorporated less than one year, a proprietorship, a professional corporation, or a limited liability company.

First Name _____ Last Name _____

Residential Address _____

City _____ State _____ Zip _____

Social Security # _____ Date of Birth _____

Home Phone # _____ Email Address _____

I understand and acknowledge that by signing below, both the Company and I will be jointly and severally liable for all amounts owing on this account.

X _____

Signature _____

Print Name _____ Date _____

Card Issuer is Page 241 Member FDIC.

Sales Rep Name: Michael Macias
Title: Regional Sales Manager
Email Address: Michael.Macias@wexinc.com
Office: 909-274-7334
Cell: 909-345-4848

Opportunity #
4 Digit Group Code:
Enterprise Employee Initials:

FOR OFFICE ONLY:

| Sales Code | Plastic | Coupon Code | Acct. # |
|------------|---------|-------------|---------|
| | ENPX | | 0496 |

SUMMARY OF KEY TERMS

Credit Disclosure: By submitting this application, Company requests a business charge account and if approved for credit, one or more business charge cards for use by Company and its employees. The Card Issuer is WEX BANK. Company agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the card(s). Use of any card issued pursuant to this application confirms Company agreement to said terms and conditions. In the event that this application is denied based upon information contained in a consumer credit report used to evaluate credit, Issuer is authorized to report the reason for the denial to the Company. Direct inquiries of businesses where the undersigned maintains accounts may also be made. If requested, Company agrees to provide company financial statements, including at minimum, a Balance Sheet and Income Statement for the last two years upon request.

Joint and Several Liability: If required, and if Bank issues card(s) to Company, both the Company and I am jointly and severally liable with the Company for all charges to the account established pursuant to this application. This is a guaranty of payment and not merely of collection. You agree to pay upon demand any amount owed by Company due under the Business Charge Account Agreement.

I understand that I am applying for commercial credit on behalf of the business. I authorize Issuer to obtain credit bureau reports, both personal (if required) and in the name of the Company, that may be used when considering this application for credit and any other information about me in connection with: 1) extensions of credit on this account; 2) the administration, review or collection of this account. I agree that I may be contacted at any of the numbers that I have provided. In the event that the account is not paid as agreed, Issuer may report my liability (both personally and for the Company) to credit bureaus or others that may lawfully receive such information.

Federal Compliance: Issuer complies with Federal Law which requires all financial institutions to obtain, verify and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Reject a Bid Protest from Urban Habitat Landscape Contractors and award a maintenance services agreement to Conserve Landcare Inc. for Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-38 Project No. 010621.

STAFF RECOMMENDATION:

Reject a Bid Protest from Urban Habitat Landscape Contractors (“Urban Habitat”) and award a maintenance services agreement to Conserve Landcare Inc. for Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-38 Project No. 010621.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-38. This RFP closed on February 9, 2021 and the City received four responses. As included in the RFP, selection criteria for recommended award is based on a two part process. First, a three-member staff selection panel reviews and evaluates proposals based on: contractor information (including references); proposed monthly and annual project work schedules; proposed facilities, equipment, and staff schedule; communications, traffic safety, and greenwaste recycling; and completeness, thoroughness, and neatness of submittal. From this, each proposal is given an aggregate score from the three-member staff selection panel. Second, the staff selection panel reviews the submitted compensation amounts for each proposal and selects a firm whose demonstrated competence, comprehension of the scope of work, and reasonableness of price for quality of services make it the top-ranked proposer. Based upon this selection criteria, the top ranked proposer selected is Conserve Landscape Inc.

Staff received a bid protest from Urban Habitat and it is attached to this report. The bid protest was reviewed by City staff in consultation with the City Attorney’s office, determined it to be meritless, and City staff notified Urban Habitat in writing on February 18, 2021 of its intent to recommend rejection of the bid protest to the City Council. The bid protest alleged that two of the proposals were nonresponsive and therefore should not be considered. City staff recommends

the bid protest from Urban Habitat be rejected as meritless because the proposals were responsive as explained further in the response letter to the bid protest, attached to this report.

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$1,186,800 (two-year term); the recommended award amount is the two-year contract amount of \$516,000 plus a 15% contingency to allow for plant replacement and rehabilitation as needed throughout the agreement term. The agreement, as identified in the RFP, will have a two-year term and allows for one additional one-year term. The term for the proposed agreement is from March 8, 2021 – March 7, 2023.

The two-year contract term bid amounts provided by each firm to perform the landscape maintenance for this project are listed below. The proposals received were scored per the criteria noted in the RFP (contractor information, proposed work schedule, proposed staffing, communications, completeness) and the scores received by each RFP respondent are listed below.

- 1. Conserve Landcare
 - a. Total Term Amount - \$516,000.00 (annual cost)
 - b. Total Score – 281 (maximum score of 300)
- 2. Kirkpatrick Landscaping Services, Inc
 - a. Total Term Amount - \$ 585,012.00 (annual cost)
 - b. Total Score – 240 (maximum score of 300)
- 3. Mariposa Landscapes, Inc
 - a. Total Term Amount - \$ 655,428.00 (annual cost)
 - b. Total Score – 267 (maximum score of 300)
- 4. Urban Habitat
 - a. Total Term Amount - \$ 597,924.00 (annual cost)
 - b. Total Score – 227 (maximum score of 300)

The scope of work identified in the bid document included the following:

| | | | | | | |
|----------------------------|---|---------------|---|---|--|----|
| Mowing and Edging | | 1x &/or 2x | | | | |
| Litter Removal | X | | | | | |
| Weed Control | | | X | | | |
| Minor Tree Pruning | | | | X | | |
| Ground Cover Edge/Trim | | | X | | | |
| Shrub Trimming | | | X | | | |
| DG & Wood Chip Raking | | | X | | | |
| Parkway Area Main. | | | X | | | |
| Overseeding (triple blend) | | | | | | 2x |

| | | | | | | |
|--|-------|---------------|----------|---------|-----------|----------|
| Fertilization Application | | | | | X | |
| Herbicide Application | | | | | X | |
| Irrigation Systems Main./Scheduling | | 1x &/or 2x | | | | |
| Pest Control | | | | X | | |
| Hardscape Surfaces | | X | | | | |
| | Daily | Weekly | BiWeekly | Monthly | Quarterly | Annually |

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the recommended Fiscal Year 2020/2021 LLMD Budget.

Attachments:

- Bid Protest
- Bid Protest Response
- Proposed Agreement



February 16, 2021

City of Coachella
Office of Public Works
53462 Enterprise Way
Coachella, CA 92236

Attn: Maritza Martinez

Re: Bid Protest – Landscape Maintenance Proposal Landscape Lighting Maintenance Districts 1-38

Dear Maritza,

This letter is response to the bid opening conducted on February 9, 2021 and subsequent receipt of the bid proposal documents submitted by Conserve Landcare, and Mariposa Landscapes.

Upon review of the documents received, it appears as though there are two bidders who should be deemed “Non Responsive”. These are as follows:

Conserve Landcare – Annual Maintenance Price: \$516,000.00

In review of the proposal documents as submitted by Conserve Landcare, it is apparent that the bidder failed to follow the directions as outlined on page 17 regarding the required schedule sheets on pages 18 and 20. The directions clearly state to “List all tasks specified to be performed on a weekly or monthly basis” and “List man-hours per position required to complete each task”. On the monthly schedule, the bidder simply identified which districts crews would be in, not what tasks they would specifically completing. Furthermore, on the annual schedule, there is a total of zero hour listed to perform the identified tasks.

Mariposa Landscapes – Annual Maintenance Price: \$655,428

Similar to those faults as listed above, in review of the proposal documents submitted by Mariposa Landscapes, Mariposa also failed to not only notate specific tasks on the monthly/annual schedules as required in the RFP but also how many hours would be spent performing said tasks. Additionally, the monthly schedule only itemizes monthly reports and overseeding with respect to hours needed. And in that regard, Mariposa’s proposed hours are severely undercalculated. As the landscape maintenance contractor who has held this contract since October 1, 2014, our records show that on average, for maintenance related tasks alone



(no enhancements), cumulative annual labor hours spent maintaining the districts exceed 16,000 hours. For example, Mariposa has proposed spending 16 hours to overseed (and presumably perform all other overseeding tasks such as scalping and aerating since these tasks were not specifically itemized in the schedules), in the fall. This clearly shows the bidder has failed to thoroughly investigate the scope of work and the size of the districts. The shortfall of hours as noted in the proposal, should be reason enough to deem Mariposa as non-responsive.

We therefore request that the bid submitted by Conserve Landcare and Mariposa Landscapes, be removed from consideration as they have submitted an incomplete bid per the requirements of the specifications, specifically failing to detail specific tasks and hours needed to fulfill those tasks, as required within the RFP.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Brennan". The signature is written in a cursive style and is positioned above the printed name.

Brett Brennan
President



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236

PHONE (760) 398-3502 • WWW.COACHELLA.ORG

February 18, 2021

VIA CERTIFIED MAIL AND EMAIL

Mr. Brett Brennan, President
 Urban Habitat Landscape Contractors
 PO Box 1177
 La Quinta, CA 92247

SUBJECT: City of Coachella
 Landscape Maintenance Services for Landscape Lighting and Maintenance Districts
 (LLMD) 1 -38
 Notice of Intent to Reject Bid Protest

Dear Mr. Brett Brennan:

The City of Coachella ("City") has reviewed the bid protest letter filed by Urban Habitat Landscape Contractors ("Urban") dated February 16, 2021 ("Protest") with regards to the above captioned project ("Project"). As set forth in greater detail below, the City has thoroughly analyzed the Protest and determined that it is without merit and is hereby rejected.

Generally, the Protest alleges that the bids of both Conserve Landscape and Mariposa Landscape are non-responsive because certain information was not provided in the monthly schedule sheet and annual schedule sheet submitted with their proposals. A review of the basis for the Protest shows that it is without substantive merit.

The proposals were submitted in response to the City's Request for Proposals ("RFP"). Unlike low bid procurement and public works contracts, a non-responsiveness claim "should not apply with the same force to the inherently more flexible setting of an RFP." (See *Cypress Security, LLC v. City and County of San Francisco* (2010) 184 Cal.App.4th 1003, 1015 ("Cypress").) Crucial to this RFP, courts have questioned whether this doctrine is appropriate outside of the low bid context. (See *Cypress, supra*, 184 Cal.App.4th at 1015.) Instead, a non-responsiveness claim should be "viewed 'in light of the public interest, rather than the private interest of a disappointed bidder' hoping to prevail by identifying 'minor technicalities' in the winning submission." (See *Cypress, supra*, 184 Cal.App.4th at 1018.)

With that in mind, the City has broad latitude when evaluating a responsiveness protest. This is because the RFP is a flexible procurement process. In this case, the City's RFP involved a best value procurement, and the monthly and annual schedule sheets were only one (1) factor in the RFP evaluation process. It was up to the proposers to decide how much information they wanted to include in the monthly and annual

It is not clear how the supposed minimal noncompliance with the monthly and annual schedule sheets affected the public interest in this matter. Both proposals were responsive to the RFP by submitting the monthly and annual schedule sheets for evaluation purposes.

Importantly, the Specific Terms and Conditions of the RFP and its scope of work is a requirement of all proposers and will be part of the Maintenance Services Agreement. A submission of a signed proposal means that the proposer responding to the RFP has agreed to all of the terms and conditions in the RFP and Maintenance Services Agreement, which includes the scope or work. Stated differently, no matter what was included in the monthly and annual schedule sheets, the selected proposer still has to perform in accordance with RFP and Maintenance Services Agreement.

That being said, even if there were irregularities in the proposals regarding the monthly and annual schedule sheets, the RFP reserves the right for the City to waive any informality in a proposal.

The City will consider award of this contract at its meeting on February 24, 2021. City staff intends to recommend rejection of Urban's Protest as meritless and award of the contract to Conserve Landcare Inc.

Sincerely,



Maritza Martinez
Public Works Director

cc: William B. Pattison, Jr., City Manager
Carlos L. Campos, City Attorney

**CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT PROJECT NO. 010621**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of February, 2021 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as "City") and Conserve Landcare Inc., a corporation with its principal place of business at 72265 Manufacturing Road, Thousand Palms, CA 92276(hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-38 Project No. 010621 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

Notice Inviting Bids
 Instructions to Bidders
 Contractor's Bid Forms
 Contractor's Certificate Regarding Workers' Compensation
 Bid Bond
 Designation of Subcontractors
 Information Required of Bidders
 Non-Collusion Affidavit form
 Contract
 Performance Bond
 Payment (Labor and Materials) Bond
 General Conditions
 Special Provisions (or Special Conditions)
 Technical Specifications
 Greenbook Standard Specifications (Sections 1-9 Excluded)
 Addenda
 Plans and Contract Drawings
 Approved and fully executed change orders
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3 Term. The term of this Agreement shall be from March 8, 2021 to March 7, 2023, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement for one additional one-year term as stipulated in the RFP.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will

determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Randy Mitchell, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner,

consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated

Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification

provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000; per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment

furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Eighty-Six Thousand Eight Hundred Dollars and No Cents (\$1,186,800.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Conserve Landcare
72265 Manufacturing Road
Thousand Palms, CA 92276
Attn: Fran Mullahy

CITY:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of

Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference

only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to

undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

CONSERVE LANDCARE

By: _____
William B. Pattison, Jr.
City Manager

By: _____
Randy Mitchell
Senior Vice President

Attest:

Andrea Carranza
Deputy City Clerk

Approve as to Form:

Carlos Campos
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of City Landscape Lighting and Maintenance District 1-38 work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Maintain all parts of irrigation system.
 - vi. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vii. Maintain all work sites in a safe, attractive and usable condition.
 - viii. Empty trash cans and remove letter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.
 - xiii. Contractor shall examine each playground wood chip surface area and any litter/unwanted material removed. Wood chips are to be raked and care taken to ensure an even dispersion of the chip. Weeds shall be removed immediately.

- xiv. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designate hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as

noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR’S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Weekly Monthly Quarterly Annually

| | | 1x &/or 2x | | | | |
|--|---|---------------|---|---|---|----|
| Mowing and Edging | | | | | | |
| Litter Removal | X | | | | | |
| Weed Control | | | X | | | |
| Minor Tree Pruning | | | | X | | |
| Ground Cover Edge/Trim | | | X | | | |
| Shrub Trimming | | | X | | | |
| DG & Wood Chip Raking | | | X | | | |
| Parkway Area Main. | | | X | | | |
| Overseeding (triple blend) | | | | | | 2x |
| Fertilization Application | | | | | X | |
| Herbicide Application | | | | | X | |
| Irrigation Systems Maintenance/Scheduling | | 1x &/or 2x | | | | |
| Pest Control | | | | X | | |
| Hardscape Surfaces | | X | | | | |

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the **FREQUENCY SCHEDULE**. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the LLMD Districts. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the

monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

- A. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMAGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.

- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. **NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.

- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

- A. Pruning
 1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
 2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
 3. Pruning shall be done with sharp pruning tools and no weed eaters.
 4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
 5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 8. Care shall be taken to prevent soil build-up around the crown of shrubs.
 9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
 11. Shrubs and mounding shall not exceed 2 feet in height within areas required

for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE **FERTILIZER APPLICATIONS** Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

- a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
- b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
- c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Contractor to provide seed.

GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, Pennisetum grass shall be controlled with chemical means only.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of

tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative. Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at all sites.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted areas on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole

expense. Disposal of debris shall not be allowed in any City trashcan, bin or City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.- *Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources

Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by power-washing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

RESURFACING AND RAKING OF WOOD CHIPS

- A. All work associated with the maintenance and repair of wood chip surfaces include playground areas.
- B. Rake, clean, evenly disperse wood chips using manual methods to achieve a smooth, level and uniform surface.
- C. All wood chip surfaces will be maintained free from weeds, debris or moisture.
- D. In the event of flooding that displaces wood chips, the displaced chips shall be gathered, cleaned of any unwanted material and redistributed to the playground area.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage.

Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

IRRIGATION MAINTENANCE

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate that closely matches the demands of plants with little or no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractor shall maintain strict adherence to specification requirements. The format for inspection and repairs are as follows:

A. The entire irrigation system, including all components beginning at the meter shall be maintained in an operational state at all times. This coverage shall include, but not be limited to: all City-owned valves, backflow devices, piping, electrical wiring, heads, emitters, filters, and pumps.

B. All irrigation systems shall be tested based upon the following schedule: October 1 to March 31 – every two weeks, and weekly from April 1 to September 30. Contractor shall include irrigation testing in the monthly and yearly schedule. All irrigation checks will include irrigation controller operation.

C. All systems shall be kept in adjustment to ensure proper coverage, and prevention of excessive run-off or erosion. Adjustments shall include, but not be limited to: actual head adjustment, cleaning and flushing of lines, heads, tubing repairs, and filter screens as well as obstructions within these components. Costs for adjustments shall be included in the contractual costs for operation and maintenance of the irrigation system.

D. All damage resulting from the Contractor's maintenance operations including but not limited to: Contractor's failure to properly maintain the system, shall be repaired or replaced prior to the end of the work day or as directed by Public Works Director or his/her designee at the Contractor's expense.

E. Repairs to the irrigation system shall be divided into two categories:

i. diameter, all lateral lines regardless of size, risers, exposed electrical connections, washers, seals, adjusting pins, and repair or replacement of emitters or sprinkler heads of 1/2 " inlet size or less. The cost for minor repair labor and materials shall be included in the contractual costs for operation and maintenance of the irrigation system. In the case of minor repairs due to acts of vandalism or third parties, Contractor may charge for necessary materials at Contractor's cost plus 15%, per **SPECIFIC TERMS & CONDITIONS – EXTRA WORK**, Subsection 1.E; all labor for these repairs shall be included in the contractual costs for operation

and maintenance of the irrigation system.

ii. Major repairs shall include all mainline pipe regardless of size, controllers, backflow and pressure regulators, mainline control wires, valves, solenoids and diaphragms, all sprinkler heads of 3/4 " inlet size and bigger. The cost for labor and materials for major repairs shall be considered Extra Work above and beyond the contract.

F. Contractor shall make minor repairs to the irrigation system within twenty-four (24) hours of noticing, or receiving notification of, conditions in need of correction. When Contractor discovers, or is notified of major irrigation damage during normal business hours, the Contractor will submit an estimate form showing approximate material costs and not-to-

exceed costs for labor. This form shall be signed by the Public Works Director or his/her designee and shall serve as written approval. Repairs to damage discovered or reported outside of normal business hours/days, shall be repaired within eight (8) hours of discovery/notification, and a written estimate submitted at the start of the next business day. Failure to repair irrigation systems within time frames specified above shall result in a \$200 Performance Deficiency Deduction per site for each day that Deficiency remains uncorrected beyond deadline.

G. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval of the City.

H. The City will perform routine inspections of the irrigation system to ensure accuracy of the Contractor's inspection reports. If discrepancies are found, the City shall construe this as a performance deficiency and implement payment reduction as specified in the section pertaining to Performance Deficiencies Deductions from payment.

I. The City reserves the right to supply any and all parts for irrigation repairs.

J. The Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his/her designee.

K. The Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by the Contractor at no cost to the City. The Contractor shall be responsible for all damage done to irrigation components as well as any plant material affected by Contractors personnel or equipment during maintenance operations.

L. The Contractor shall provide personnel fully trained in all phases of irrigation operation, adjustments and repairs for irrigation systems used in the City landscape maintenance area. The Contractor shall provide personnel capable of communicating with City representative at a proficient level of English.

M. All controller scheduling and operations are the responsibility of the Contractor, including but not limited to seasonal adjustment of run day and run time schedules.

WATER MANAGEMENT

All designated landscape areas shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Contractor shall be responsible for delivery of water by means of automatic or manually operated irrigation sprinkler systems, quick couplers, hose bibs, or water tank, as specified site and/or weather conditions require.

Water Management Requirements are as follows:

A. All systems shall be adjusted weekly and as needed to maintain healthy plant material and water conservation.

B. All program changes shall be recorded on the irrigation schedule.

C. Contractor shall submit a report of irrigation system maintenance and management monthly for each of the landscape areas under this contract. Said report shall be included with Contractor's monthly maintenance report.

D. Controller program is to be sufficient to maintain a healthy landscape without excessive water use.

E. Contractor shall manually operate automatic irrigation systems rendered inoperable for any reason in a manner that supports normal, healthy growth of plant material. Costs for

such extraordinary operation shall be included in the contractual costs for operation and maintenance of the irrigation system.

- F. Controller programs shall incorporate the following conditions:
- a. Meet City water management requirement per Municipal Code Chapter 13.
 - b. Avoid weekend water when possible and avoid watering between 8am-10pm where possible.
 - c. Maximize repeat operations (when and where possible).
 - d. Minimize station run times.
 - e. Reflect actual evapotranspiration (E.T.) requirements.
 - f. Reflect actual requirements of soil and plants.
 - g. Eliminate runoff onto streets, sidewalks, and other non-target areas.
 - h. Deep Soaking shall be defined as the application of sufficient quantities of water to maintain reasonable health vigor of plants. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.
 - i. Provide sufficient time for soil to dry out between irrigations.
 - j. Maximize community use of City property.

GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal

contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked.
 - C. City will issue work request for such extra work to be performed.
 - E. Repairs due to vandalism
 - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

Extra work must be approved by the City Representative in writing.

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

| | | | | | |
|-------|--------|---------|-----------|----------|-------------|
| Daily | Weekly | Monthly | Quarterly | Annually | Bi-Annually |
|-------|--------|---------|-----------|----------|-------------|

| | | | | | | |
|--|---|---------------|---|---|---|----|
| Mowing and Edging | | 1x &/or 2x | | | | |
| Litter Removal | X | | | | | |
| Weed Control | | | X | | | |
| Minor Tree Pruning | | | | X | | |
| Ground Cover Edge/Trim | | | X | | | |
| Shrub Trimming | | | X | | | |
| DG & Wood Chip Raking | | | X | | | |
| Parkway Area Main. | | | X | | | |
| Overseeding (triple blend) | | | | | | 2x |
| Fertilization Application | | | | | X | |
| Herbicide Application | | | | | X | |
| Irrigation Systems Maintenance/Scheduling | | 1x &/or 2x | | | | |
| Pest Control | | | | X | | |
| Hardscape Surfaces | | X | | | | |

Above is the minimum requirement attached is the weekly and monthly man hours contractor has committed per district.

MONTHLY SCHEDULE SHEET – Service Level A

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

| WEEK #1 | WEEK #2 | WEEK #3 | WEEK #4 | |
|--|--|--|--|--|
| Area 10 (1 hr) Area 38 (7 hrs) Area 31 (8 hrs) Area 22 (7 hrs) Area 33 (7 hrs) Area 7 (3 hrs) Area 16 (20 hrs) | Area 9 (4 hrs) Area 15 (3 hrs) Area 34 (2 hrs) Area 30 (9 hrs) Area 35 (3 hrs) Area 29 (8 hrs) Area 24 (32 hrs) Area 32 (8 hrs) | Area 13 (8 hrs) Area 4 (2 hrs) Area 1 (5 hrs) Area 11 (2 hrs) Area 21 (5 hrs) Area 36 (7 hrs) Area 23 (7 hrs) Area 25 (4 hrs) Area 17 (14 hrs) | Area 18 (10 hrs) Area 28 (9 hrs) Area 19 (10 hrs) Area 27 (7 hrs) Area 2 (4 hrs) Area 20 (6 hrs) Area 6 (5 hrs) Area 3 (2 hrs) Area 32 (8 hrs) | Area 16 (20 hrs) Area 24 (32 hrs) Area 12 (2 hrs) Area 14 (3 hrs) |
| Area 10 (1 hr) Area 38 (7 hrs) Area 31 (8 hrs) Area 22 (7 hrs) Area 33 (7 hrs) Area 7 (3 hrs) Area 16 (20 hrs) | Area 9 (4 hrs) Area 15 (3 hrs) Area 34 (2 hrs) Area 30 (9 hrs) Area 35 (3 hrs) Area 29 (8 hrs) Area 24 (32 hrs) Area 32 (8 hrs) | Area 13 (8 hrs) Area 4 (2 hrs) Area 1 (5 hrs) Area 11 (2 hrs) Area 21 (5 hrs) Area 36 (7 hrs) Area 23 (7 hrs) Area 25 (4 hrs) | Area 18 (10 hrs) Area 28 (9 hrs) Area 19 (10 hrs) Area 27 (7 hrs) Area 2 (4 hrs) Area 20 (6 hrs) Area 6 (5 hrs) Area 3 (2 hrs) Area 32 (8 hrs) | Area 16 (20 hrs) Area 24 (32 hrs) Area 12 (2 hrs) Area 14 (3 hrs) |
| Area 10 (1 hr) Area 38 (7 hrs) Area 31 (8 hrs) Area 22 (7 hrs) Area 33 (7 hrs) Area 7 (3 hrs) Area 16 (20 hrs) | Area 9 (4 hrs) Area 15 (3 hrs) Area 34 (2 hrs) Area 30 (9 hrs) Area 35 (3 hrs) Area 29 (8 hrs) Area 24 (32 hrs) Area 32 (8 hrs) | Area 13 (8 hrs) Area 4 (2 hrs) Area 1 (5 hrs) Area 11 (2 hrs) Area 21 (5 hrs) Area 36 (7 hrs) Area 23 (7 hrs) Area 25 (4 hrs) Area 17 (14 hrs) | Area 18 (10 hrs) Area 28 (9 hrs) Area 19 (10 hrs) Area 27 (7 hrs) Area 2 (4 hrs) Area 20 (6 hrs) Area 6 (5 hrs) Area 3 (2 hrs) Area 32 (8 hrs) | Area 16 (20 hrs) Area 24 (32 hrs) Area 12 (2 hrs) Area 14 (3 hrs) |
| Area 10 (1 hr) Area 38 (7 hrs) Area 31 (8 hrs) Area 22 (7 hrs) Area 33 (7 hrs) Area 7 (3 hrs) Area 16 (20 hrs) | Area 9 (4 hrs) Area 15 (3 hrs) Area 34 (2 hrs) Area 30 (9 hrs) Area 35 (3 hrs) Area 29 (8 hrs) Area 24 (32 hrs) Area 32 (8 hrs) | Area 13 (8 hrs) Area 4 (2 hrs) Area 1 (5 hrs) Area 11 (2 hrs) Area 21 (5 hrs) Area 36 (7 hrs) Area 23 (7 hrs) Area 25 (4 hrs) Area 17 (14 hrs) | Area 18 (10 hrs) Area 28 (9 hrs) Area 19 (10 hrs) Area 27 (7 hrs) Area 2 (4 hrs) Area 20 (6 hrs) Area 6 (5 hrs) Area 3 (2 hrs) Area 32 (8 hrs) | Area 16 (20 hrs) Area 24 (32 hrs) Area 12 (2 hrs) Area 14 (3 hrs) |

EXHIBIT "C"
COMPENSATION
See Attached

PRICE FOR SERVICE SCHEDULE

| <i>Area No.</i> | <i>Estimated Maintenance Area (Square Feet)</i> | <i>Price Per Month Landscape</i> | <i>Price Annually Landscape</i> | <i>Total Annual Cost</i> |
|-----------------|---|----------------------------------|---------------------------------|--------------------------|
| Area 1 | 10,904 | \$ 668.00 | \$ 8,016.00 | \$ 8,016.00 |
| Area 2 | 10,571 | \$ 501.00 | \$ 6,012.00 | \$ 6,102.00 |
| Area 3 | 14,358 | \$ 167.00 | \$ 2,004.00 | \$ 2,004.00 |
| Area 4 | 3,168 | \$ 251.00 | \$ 3,012.00 | \$ 3,012.00 |
| Area 5 | | | | |
| Area 6 | 114,057 | \$ 724.00 | \$ 8,688.00 | \$ 8,688.00 |
| Area 7 | 61,369 | \$ 362.00 | \$ 4,334.00 | \$ 4,334.00 |
| Area 8 | | | | |
| Area 9 | 4,618 | \$ 529.00 | \$ 6,348.00 | \$ 6,348.00 |
| Area 10 | 27,021 | \$ 70.00 | \$ 840.00 | \$ 840.00 |
| Area 11 | 2,382 | \$ 167.00 | \$ 2,004.00 | \$ 2,004.00 |
| Area 12 | 3,150 | \$ 251.00 | \$ 3,012.00 | \$ 3,012.00 |
| Area 13 | 85,922 | \$1,169.00 | \$14,028.00 | \$14,028.00 |
| Area 14 | 49,770 | \$ 362.00 | \$ 4,344.00 | \$ 4,344.00 |
| Area 15 | 31,991 | \$ 418.00 | \$ 5,016.00 | \$ 5,016.00 |
| Area 16 | 423,188 | \$6,125.00 | \$73,500.00 | \$73,500.00 |
| Area 17 | 187,237 | \$1,893.00 | \$22,716.00 | \$22,716.00 |
| Area 18 | 169,290 | \$1,448.00 | \$17,376.00 | \$17,376.00 |
| Area 19 | 66,855 | \$1,309.00 | \$15,708.00 | \$15,708.00 |
| Area 20 | 98,750 | \$ 724.00 | \$ 8,688.00 | \$ 8,688.00 |
| Area 21 | 13,978 | \$ 835.00 | \$10,020.00 | \$10,020.00 |
| Area 22 | 99,850 | \$ 947.00 | \$11,364.00 | \$11,364.00 |
| Area 23 | 113,300 | \$1,002.00 | \$12,024.00 | \$12,024.00 |
| Area 24 | 368,680 | \$10,802.00 | \$129,624.00 | \$129,624.00 |

| | | | | |
|---------------|------------------|--------------------|---------------------|---------------------|
| Area 25 | 47,789 | \$ 612.00 | \$ 7,344.00 | \$ 7,344.00 |
| Area 26 | | | | |
| Area 27 | 40,510 | \$1,002.00 | \$12,024.00 | \$12,024.00 |
| Area 28 | 143,993 | \$1,309.00 | \$15,708.00 | \$15,708.00 |
| Area 29 | 77,417 | \$1,169.00 | \$14,028.00 | \$14,028.00 |
| Area 30 | 70,343 | \$1,280.00 | \$15,360.00 | \$15,360.00 |
| Area 31 | 285,169 | \$1,225.00 | \$14,700.00 | \$14,700.00 |
| Area 32 | 221,660 | \$2,227.00 | \$26,724.00 | \$26,724.00 |
| Area 33 | 285,460 | \$1,002.00 | \$12,204.00 | \$12,204.00 |
| Area 34 | 83,930 | \$ 167.00 | \$2,004.00 | \$2,004.00 |
| Area 35 | 102,903 | \$ 334.00 | \$4,008.00 | \$4,008.00 |
| Area 36 | 61,600 | \$1,002.00 | \$12,024.00 | \$12,024.00 |
| Area 37 | | | | |
| Area 38 | 210,890 | \$ 947.00 | \$11,364.00 | \$11,364.00 |
| Totals | 3,597,940 | \$43,000.00 | \$516,000.00 | \$516,000.00 |

For each District, write the price your firm proposes to charge per month & per year.

PROPOSING FIRM: Conserve Landcare, Inc.
 (Company Name)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

Type text here

CONTRACTOR'S PROPOSAL

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Extra Work, Vandalism Repair.

UNIT PRICES

- 1. 1 gal. shrub/vine/ground cover in place @ \$ 15.00 ea.
- 2. 5 gal. shrub/vine/ground cover in place @ \$ 35.00 ea.
- 3. 5 gal. tree in place (stakes incl) @ \$ *TBD if avail ea.
- 4. 15 gal. tree in place (stakes incl) @ \$ 125.00 ea.
- 5. 24" box tree in place (stakes incl) @ \$ 475.00 ea.
- 6. 36" box tree in place (guy wires incl) @ \$ 850.00 ea.
- 7. Flat of ground cover in place @ \$ 30.00 ea.
- 8. Planter bed mulch in place @ \$ 40.00 /cu. yd.
- 9. Stabilized D.G. Brimstone or Desert Gold @ \$ 55.00-58.00 /cu. yd.
- 10. Grey Crestline Boulders 2' x 3' @ \$ 90.00 ea.
- 11. Grey Crestline Boulders 3' x 4' @ \$ 140.00 ea.

PROPOSER:

Conserve Landcare, Inc

(Company Name, Signature and Date)

[Handwritten Signature] 02/05/21

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

* TBD - to be determined

CONTRACTOR'S PROPOSAL (CONTINUED)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

B. Prices for Emergency Work, Extra Work, Vandalism Repair, Additional Work Functions.

TIME & MATERIAL PRICES

| | | | |
|---|---|------------|------------------|
| 1. Emergency Call Out | @ | \$ 115.00 | /man hr. |
| 2. Security Camera Downloads/Reports | @ | \$ 58.00 | /man hr. |
| 3. Online Irrigation Monitoring/Reports | @ | \$ 58.00 | /man hr. |
| 4. Arborist Reports | @ | \$ 88.00 | /man hr. |
| 5. Extra Work Labor | @ | \$ 28.00 | /man hr. |
| 6. Extra Work Emergency Labor | @ | \$ 45.00 | /man hr. |
| 7. Extra Work Supervision | @ | \$ 48.00 | /man hr. |
| 8. Extra Work Emergency Supervision | @ | \$ 58.00 | /man hr. |
| 9. Extra Work Irrigation Technician | @ | \$ 38.00 | /man hr. |
| 10. Extra Work Emergency Irrigation Technician | @ | \$ 58.00 | /man hr. |
| 11. Extra Work Materials (See <i>Specific Terms & Conditions-Extra Work</i> , I.E.) | @ | Cost + 15% | |
| 12. Extra Work – Tree Trimming | @ | \$ 58.00 | /man hr. |
| | | Or | |
| | | \$ 200.00 | /per tree |
| 13. Extra Work – Tree Removal | @ | \$ 58.00 | /man hr. |
| | | Or | |
| | | \$ 550.00 | /per tree or TBD |

* TBD = to be determined on size and location

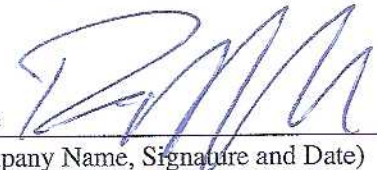
C. Unit prices for Additions/Deletions to City Landscape Areas, per **General Terms & Conditions-ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS**

1. Additional parkway areas, planters (trees, shrubs, ground cover included, as applicable).
\$.06 /sq. ft./mo.
2. Additional parkway areas, turf (trees, shrubs, ground cover included, as applicable).
\$.07 /sq. ft./mo.
3. Additional retention basins/open space areas, planters (trees, shrubs, ground cover included, as applicable).
\$.08 /sq. ft./mo.
4. Additional retention basins/open space areas, turf (trees, shrubs, ground cover included, as applicable).
\$.07 /sq. ft./mo.

- 5. Install 1" water service and meter box. Unit price includes traffic control, excavation, pavement and concrete replacement, hot-tap of main, corporation stop, meter box, and all work related to the installation of a new service from the existing water main to the water meter location at the back of the curb.
\$ 11,500.00 each

- 6. Remove and replace concrete curb and gutter per City Standard #S-7. \$ 55.00 /lf.

- 7. Remove and replace concrete sidewalk per City Standard #S-25.
\$ 14.00 /sq. ft.

PROPOSER: Conserve Landcare, Inc  2/9/21
(Company Name, Signature and Date)



STAFF REPORT
2/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director
Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2021-15 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, receive public comment, and consider adopting Resolution No. 2021-15 authorizing the City Manager to submit an application for the Community Development Block Grant program Entitlement Funds for Fiscal Year 2021-22 in the amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project, which will install a new, prefabricated restroom facility near soccer fields 5 and 6.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, for a term commencing July 1, 2021 through June 30, 2024 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2021-22, 2022-23, and 2023-24, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

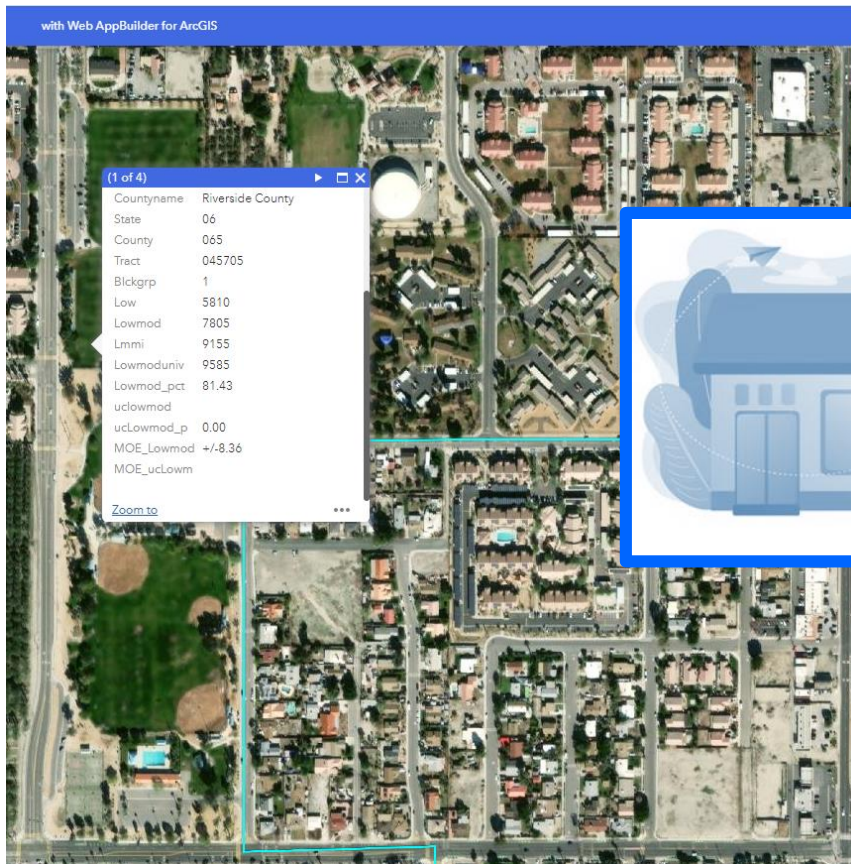
Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$364,000.00, CDBG Entitlement Funds for the Green Infrastructure Improvements Project for fiscal year 2021-2022. This allocation reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development (HUD). The City can use its allocation for any eligible CDBG-activity, including, but not limited to, housing rehabilitation, code enforcement, and infrastructure improvement needs, as long as the primary beneficiaries are low-to-moderate income households. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing. For fiscal year 2021-2022, the City of Coachella’s allocation is approximately \$364,000.00 for CDBG-related activities.

DISCUSSION/ANALYSIS:

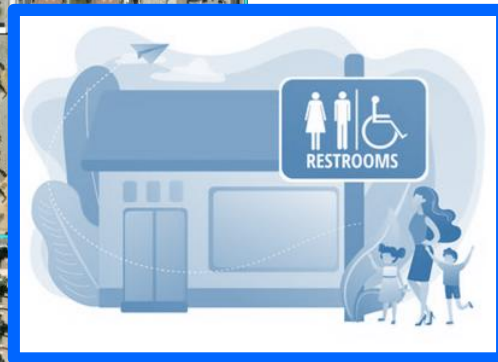
Through the 2021-2022 CDBG General Allocation, City Staff is proposing the submittal of a grant application for up to \$364,000.00 to install a new, pre-fabricated restroom facility near soccer fields 5 and 6 as part of the Bagdouma Park Phase II Rehabilitation Project.

The proposed activity is considered eligible for CDBG funding because it meets one or more of the following CDBG national objectives:

- Provide a benefit to low and moderate income persons;
- Prevent or eliminate slums and blight; or
- Meet other urgent community development needs due to natural disasters or other emergencies.



Low-Mod Percentage
81.43%



ALTERNATIVES:

1. Adopt Resolution No. 2021-15 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project

2. Not Adopt Resolution No. 2021-15 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project

FISCAL IMPACT:

Once the application is approved, the County will send a Supplemental Agreement for signature and the County will issue a Letter to Incur Costs to the City of Coachella so that the City can receive reimbursement in the amount of \$364,000.00 in CDBG entitlement funds for its Bagdouma Park Phase II Rehabilitation Project. All disbursements of CDBG funds will be made within thirty (30) days after the County has received the City's reimbursement request including documentation supporting expenditures.

ATTACHMENTS:

Resolution No. 2021-15

RESOLUTION NO. 2021-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE
A 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT FUNDING APPLICATION TO THE COUNTY OF RIVERSIDE IN
THE AMOUNT OF \$364,000.00 FOR THE BAGDOUMA PARK PHASE II
REHABILITATION PROJECT**

WHEREAS, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and,

WHEREAS, the purpose of the CDBG grant application being submitted to the County of Riverside by the City of Coachella is to authorize the use of CDBG entitlement funds for fiscal year 2021-2022 in the estimated amount of \$364,000.00 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing; and,

WHEREAS, the City Council has published information regarding eligible activities under the Act and has conducted a duly noticed public hearing on February 24, 2021, at 6:00 p.m. via Zoom video live conferencing due to the worldwide novel coronavirus pandemic and pursuant to Executive Order N-29-20; and,

WHEREAS, the notice of public hearing was posted and advertised pursuant to applicable federal, state, and local laws; and,

WHEREAS, both oral and written testimony was presented to the City Council at the public hearing.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. Conduct a Public Hearing and Adopt Resolution No. 2021-15 Authorizing the City Manager to Submit and Execute a 2021-2022 Community Development Block Grant (CDBG) Entitlement Funding Application to the County of Riverside in the Amount of \$364,000.00 for the Bagdouma Park Phase II Rehabilitation Project.

Section 3. The City of Coachella intends to use its fiscal year 2021-2022 CDBG allocation for the following eligible CDBG-activities where the primary beneficiaries are low-to-moderate income households and activities prevent or eliminate slums and blight.

Section 4. That the City Manager is authorized to submit and execute the contractual and related documents to be prepared by the City of Coachella that are required for the implementation of projects set forth herein.

PASSED, APPROVED and ADOPTED this 24th day of February, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2021-15 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24th day of February, 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk