

CITY OF ATWATER CITY COUNCIL

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

August 12, 2019

CALL TO ORDER:

5:00 PM

ROLL CALL:

Ambriz ____, Cale ____, Raymond ____, Vierra ____, Creighton ____

CLOSED SESSION:

Adjourn to General Services Conference Room

- **Conference with Labor Negotiator – Government Code Section 54957.6. Agency Negotiators: City Manager Waterman, Interim City Attorney Sanchez, and Human Resources Director Del Real; Bargaining Unit: Atwater Police Officers Association**
- **Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title: City Manager**

REGULAR SESSION: (Council Chambers)

6:00 PM

CALL TO ORDER:

PLEDGE OF ALLEGIANCE TO THE FLAG:

INVOCATION:

Invocation by Pastor Yeu Vang

ROLL CALL:

Ambriz ____, Cale ____, Raymond ____, Vierra ____, Creighton ____

MAYOR OR INTERIM CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:



SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

Staff's Recommendation: Motion to approve agenda as posted or as amended.

CEREMONIAL MATTERS:

- **Atwater Little League 11-Under All Star Team**

Staff's Recommendation: That Mayor Creighton present a certificate of recognition to the Atwater Little League 11-Under All Star Team for participating in the Nor Cal State Tournament, setting a new team record.

- **Evrett Estrada and Jacob Alvarez**

Staff's Recommendation: That Mayor Creighton present a certificate of recognition to Evrett Estrada and Jacob Alvarez for their quick response and efforts in notifying the homeowners and neighbors during a recent fire.

PRESENTATIONS:

- **Emergency Operations Plan and roles and responsibilities of Elected and Appointed Officials** (CAL FIRE Division Chief Rahn, CAL FIRE Battalion Chief Slate, and CAL FIRE Battalion Chief Scheurich)

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If discussion is requested on any item, that item will be removed from the Consent Calendar for separate action.

WARRANTS:

1. **August 12, 2019**

Staff's Recommendation: Approval of warrants as listed.

MINUTES: (City Council)

- 2. a) **June 24, 2019 – Regular meeting**
- b) **July 8, 2019 – Special meeting**

Staff's Recommendation: Approval of minutes as listed.

MINUTES: (Community Development and Resources Commission)

- 3. a) **April 24, 2019 – Special meeting**
- b) **May 15, 2019 – Regular meeting**

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (Planning Commission)

- 4. **June 25, 2019 – Adjourned meeting**

Staff's Recommendation: Acceptance of minutes as listed.

RESOLUTIONS:

- 5. **Approving and ratifying Side Letter of Agreement with Atwater Police Officers Association and amending Community Services Officer job classification** (City Manager Waterman and Human Resources Director Del Real)

Staff's Recommendation: Adoption of Resolution No. 3107-19 approving and ratifying Side Letter of Agreement, in a form approved by the Interim City Attorney, between the City of Atwater and the Atwater Police Officers Association, pertaining to elimination of furlough days; authorizes and directs the City Manager to execute the Agreement on behalf of the City; and amending City of Atwater Classification Plan regarding Community Services Officer.

- 6. **Authorizing workers' compensation coverage for off-duty peace officers injured out of state** (Human Resources Director Del Real)

Staff's Recommendation: Adoption of Resolution No. 3105-19 authorizing workers' compensation coverage for off-duty peace officers injured out of state.

- 7. **Authorizing Regional Surface Transportation program (RSTP) Exchange Funds Claim for Fiscal Year 2018/19** (Public Works Director Haddix)

Staff's Recommendation: Adoption of Resolution No. 3106-19 authorizing and directing the City Manager to execute and file the Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2018/19.

- 8. Approving Government Crime Policies and establishing policy limits for City Officers and Employees (Human Resources Director Del Real)**

Staff's Recommendation: Adoption of Resolution No. 3104-19 approving Government Crime Policies for the purpose of boding City officers and employees and establishing policy limits.

AGREEMENTS:

- 9. Approving specifications and authorizing advertising and call for bids for the Purchase of Three New 2019 Ford Fusion Plug-In Hybrid Electric Vehicles (Police Chief Salvador and Public Works Director Haddix)**

Staff's Recommendation: Approves specifications and authorizes advertising and call for bids for the Purchase of Three (3) New 2019 Ford Fusion Plug-In Hybrid Electric vehicles.

- 10. Approving a Cooperative Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the lease of eight vehicles (Police Chief Salvador)**

Staff's Recommendation: Awards a four-year Cooperative Master Equity Lease Agreement, in a form approved by the Interim City Attorney, in the amount of \$385,718, with Enterprise Fleet Management, Inc for the lease of eight (8) vehicles; and authorizes and directs the City Manager to execute the Agreement on behalf of the City.

- 11. Declaring Motorola 800 MHz police radio a sole source item and approving an Equipment Lease-Purchase Agreement with Delta Wireless for the lease purchase of 16 new police radios (Police Chief Salvador)**

Staff's Recommendation: Declare Motorola 800 MHz police radio a sole source item; Approve a four year Lease-Purchase Agreement, in a form approved by the Interim City Attorney, with Delta Wireless, Atwater, California, in the amount of \$100,926.72 for the lease purchase of sixteen (16) new Motorola 800 MHz police radios; and authorize and direct the City Manager to execute the Agreement on behalf of the public.

ORDINANCES (WAIVING SECOND READING AND ADOPTION):

- 12. Waiving the second reading and adopting ordinance approving One Plant, LLC Development Agreement regarding Cannabis Business Pilot Program for cannabis dispensary located at 261 Business Parkway, Atwater (General Services Manager Pereida)**

Staff's Recommendation: Waives the second reading and adopts Ordinance No. CS 1016 approving One Plant, LLC Development Agreement, in a form approved by the Interim City Attorney, regarding Cannabis Business Pilot Program for property located at 261 Business Parkway, Atwater; and authorizes and directs the City Manager to execute the Agreement on behalf of the City.

PUBLIC HEARINGS:

- 13. Ordinance approving WB Pharms, LLC Development Agreement regarding Cannabis Business Pilot Program for cannabis cultivation, distribution, and dispensary on property located on Sycamore Avenue, west of Winton Way, Atwater (General Services Manager Pereida)**

Staff's Recommendation: Re-open the public hearing and take any testimony given;

Close the public hearing; and

Motion to make the finding that the project is exempt under California Environmental Quality Act ("CEQA") Guideline, 1561 (b) (3) "common sense" exemption; and

Motion to waive the first reading and introduce Ordinance No. CS 1011 approving a Development Agreement, in a form approved by the Interim City Attorney, by and between the City of Atwater and WB Pharms, LLC regarding Cannabis Business Pilot Program for cannabis cultivation, distribution, and dispensary located on Sycamore Avenue, west of Winton Way, Atwater; and to authorize and direct the City Manager to execute the Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

- 14. Ordinance approving Cannable, LLC Development Agreement regarding Cannabis Business Pilot Program for cannabis dispensary on property located at 741 Enterprise Court, Atwater (General Services Manager Pereida)**

Staff's Recommendation: Re-open the public hearing and take any testimony given;

Continue the public hearing to the regular City Council meeting of August 26, 2019; and

REPORTS AND PRESENTATIONS FROM STAFF:

- 15. Approving conceptual plan to develop a new Civic Center Complex (City Hall/Police Station) project (Police Chief Salvador)**

Staff's Recommendation: Provide staff with direction to proceed with the development of a Civic Center Complex project for a new City Hall and Police Station.

REPORT FROM MAYOR AND CITY MANAGER:

- Verbal update on Atwater Homeless Plan

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CITY COUNCIL MATTERS:

City Council comments

CLOSED SESSION:

Continuation of Closed Session if necessary

ADJOURNMENT:

CERTIFICATION:

I, Lucy Armstrong, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.



LUCY ARMSTRONG
CITY CLERK

SB 343 NOTICE

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk at City Hall during normal business hours at 750 Bellevue Road.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road.



In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6204. You may also send the request by email to kjennings@atwater.org.

~ August 2019 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 City Council Meeting - 6:00 PM	13	14	15	16	17
18	19	20	21 Planning Commission Meeting - 6:00 PM	22 Merced County District 3 Supervisor McDaniel "Mobile" Office Hours - 1:30 - 3:30 PM	23	24
25	26 Audit & Finance Committee Meeting - 4:30 PM City Council Meeting - 6:00 PM	27	28	29	30	31

~ September 2019 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Holiday Labor Day <hr/> Trash pick up delayed 1 day	3	4	5	6	7
8	9 City Council Meeting - 6:00 PM	10	11 Patriot Day	12	13	14
15	16	17	18 Planning Commission Meeting - 6:00 PM	19	20	21
22	23 Audit & Finance Committee Meeting - 4:30 PM <hr/> City Council Meeting - 6:00 PM	24	25	26 Merced County District 3 Supervisor McDaniel "Mobile" Office Hours - 1:30 - 3:30 PM	27	28
29	30	Notes:				

WARRANTS SUMMARY FOR AUGUST 12, 2019

TOTAL OF WARRANTS (FROM WARRANT REPORT)

\$ 1,042,326.97

ADDITIONAL WARRANTS (THESE AMOUNTS ARE **NOT** INCLUDED IN TOTAL WARRANTS)

DATE	DESCRIPTION	AMOUNT
6/30/2019	Prewrittens included in this current warrant run.	\$ (325,569.93)
7/5/2019	PERS Health - AUGUST 2019	\$67,951.24
8/1/2019	PERS Retirement EFT 7/11/19-7/24/19	\$42,819.10
7/22/2019	AFLAC- JULY 2019	\$951.87
7/30/2019	Retiree Medical Reimbursement- AUGUST 2019	\$25,460.95
7/18/2019	PERS Retirement EFT 6/27/19-7/10/19	\$42,306.25
	TOTAL ADDITIONAL WARRANTS	<u>\$ (146,080.52)</u>

GRAND TOTAL OF WARRANTS PAID =====

\$896,246.45

INFORMATIONAL ONLY (INCLUDED IN THE TOTAL WARRANTS TOTAL)

DATE	DESCRIPTION	AMOUNT
7/18/2019	Net Payroll	\$149,136.43
7/18/2019	Federal Taxes	\$47,949.24
7/18/2019	State Taxes	\$5,467.50
7/18/2019	Payroll Deductions	\$1,816.47
8/1/2019	Net Payroll	\$146,307.61
8/1/2019	Federal Taxes	\$46,951.70
8/1/2019	State Taxes	\$5,736.11
8/1/2019	Payroll Deductions	\$1,799.60
	TOTAL INFORMATIONAL WARRANTS	<u>\$405,164.66</u>

\$202,553.17

\$198,995.42


CITY TREASURER

Accounts Payable

Checks for Approval

User: jdanial
 Printed: 8/7/2019 - 4:11 PM

Prewrittens



City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
11923	07/18/2019	General Fund	Sales & Use Tax	MERCED COUNTY		158,516.00
				Check Total:		158,516.00
11924	07/18/2019	Sewer Enterprise Fund	Machinery & Equipment	FUTURE FORD OF CLOVIS		17,674.85
11924	07/18/2019	Water Enterprise Fund	Machinery & Equipment	FUTURE FORD OF CLOVIS		17,674.84
11924	07/18/2019	Measure H Fund	Machinery & Equipment	FUTURE FORD OF CLOVIS		35,349.69
				Check Total:		70,699.38
11925	07/18/2019	General Fund Capital	Traffic Signal Synchronization	PACIFIC EXCAVATION INC		590.00
11925	07/18/2019	General Fund Capital	Project Retention	PACIFIC EXCAVATION INC		-29.50
				Check Total:		560.50
11926	07/18/2019	Measure H Fund	Rents & Leases	WESTAMERICA BANK		87,916.14
				Check Total:		87,916.14
11927	07/23/2019	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		730.93
				Check Total:		730.93
11928	07/23/2019	General Fund	Garnishments	FRANCHISE TAX BOARD		210.00
				Check Total:		210.00
11929	07/23/2019	General Fund	Pre-Paid Legal	PRE-PAID LEGAL SERVICES		28.91
				Check Total:		28.91
11930	07/23/2019	General Fund	Garnishments	STATE DISBURSEMENT UNIT		611.53
				Check Total:		611.53
11931	07/23/2019	General Fund	Garnishments	US DEPARTMENT OF EDUCATION AWG		185.10
				Check Total:		185.10
11932	07/23/2019	General Fund	Deferred Compensation	VANTAGEPOINT TRANSFER AGT-457		50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	50.00
11933	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		568.82
					Check Total:	568.82
11934	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		277.87
					Check Total:	277.87
11935	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		1,249.82
					Check Total:	1,249.82
11936	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		398.69
					Check Total:	398.69
11937	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		589.71
					Check Total:	589.71
11938	07/29/2019	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		44.43
					Check Total:	44.43
11939	07/29/2019	Measure H Fund	Training	CITY OF FRESNO-POLICE DEPT		812.00
					Check Total:	812.00
11940	07/29/2019	Measure H Fund	Training	LORIN MANN		24.00
					Check Total:	24.00
11941	07/29/2019	Measure H Fund	Training	EVAN PITNEY		24.00
					Check Total:	24.00
11942	07/31/2019	General Fund	Community Center	LAQUETTA BREWSTER		200.00
11942	07/31/2019	General Fund	Community Center Rental	LAQUETTA BREWSTER		72.50
					Check Total:	272.50
11943	08/05/2019	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		714.06
					Check Total:	714.06
11944	08/05/2019	General Fund	Garnishments	FRANCHISE TAX BOARD		210.00
					Check Total:	210.00
11945	08/05/2019	General Fund	Pre-Paid Legal	PRE-PAID LEGAL SERVICES		28.91

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	28.91
11946	08/05/2019	General Fund	Garnishments	STATE DISBURSEMENT UNIT		611.53
					Check Total:	611.53
11947	08/05/2019	General Fund	Garnishments	US DEPARTMENT OF EDUCATION AWG		185.10
					Check Total:	185.10
11948	08/05/2019	General Fund	Deferred Compensation	VANTAGEPOINT TRANSFER AGT-457		50.00
					Check Total:	50.00
					Report Total:	325,569.93

Accounts Payable

Checks for Approval

User: jdaniel
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City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	08/12/2019	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		73,333.33
0	08/12/2019	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		202,882.29
0	08/12/2019	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		49,583.33
0	08/12/2019	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		45,172.40
Check Total:						370,971.35
11949 ✓	08/12/2019	Sewer Enterprise Fund	Rents & Leases	A & A PORTABLES, INC.		227.20
Check Total:						227.20
11950 ✓	08/12/2019	Water Enterprise Fund	Professional Services	ABS PRESORT, INC.		537.99
11950	08/12/2019	Sanitation Enterprise	Professional Services	ABS PRESORT, INC.		537.99
11950	08/12/2019	Sewer Enterprise Fund	Professional Services	ABS PRESORT, INC.		538.01
Check Total:						1,613.99
11951 ✓	08/12/2019	General Fund	Drop In Field Trips	AESD		1,553.94
Check Total:						1,553.94
11952 ✓	08/12/2019	General Fund	Office Supplies	ALLIED WEST PRINTING		436.14
Check Total:						436.14
11953 ✓	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	APPLIED INDUSTRIAL TECH.		26.09
Check Total:						26.09
11954 ✓	08/12/2019	General Fund	Communications	AT & T MOBILITY		209.21
Check Total:						209.21
11955 ✓	08/12/2019	General Fund	Communications	AT and T - CALNET3		115.27
11955	08/12/2019	Northwood Village LD	Communications	AT and T - CALNET3		20.63
11955	08/12/2019	Meadow View LD	Communications	AT and T - CALNET3		21.15
11955	08/12/2019	Water Enterprise Fund	Communications	AT and T - CALNET3		228.40
11955	08/12/2019	Sewer Enterprise Fund	Communications	AT and T - CALNET3		316.10
11955	08/12/2019	Internal Service Fund	Communications	AT and T - CALNET3		521.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,223.16
11956 ✓	08/12/2019	General Fund	Communications	AT&T		87.48
					Check Total:	87.48
11957 ✓	08/12/2019	General Fund	Special Departmental Expense	ATWATER MEDICAL GROUP		291.00
					Check Total:	291.00
11958 ✓	08/12/2019	RDVLPMT Obligation Retirement	Professional Services	BANK OF NEW YORK		2,300.00
					Check Total:	2,300.00
11959 ✓	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		144.00
11959	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		1,480.00
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		1,320.00
11959	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		144.00
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		1,612.50
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		195.00
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		16.00
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		924.00
11959	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		144.00
11959	08/12/2019	1,2,3-TCP Fund	Professional Services	BC LABORATORIES INC.		16.00
11959	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		144.00
11959	08/12/2019	Water Enterprise Fund	Professional Services	BC LABORATORIES INC.		144.00
					Check Total:	6,283.50
11960 ✓	08/12/2019	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		58.95
11960	08/12/2019	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		4.99
					Check Total:	63.94
11961 ✓	08/12/2019	Internal Service Fund	Improvements Other Than Bldg	BK WELDING		6,963.00
					Check Total:	6,963.00
11962 ✓	08/12/2019	Water Enterprise Fund	Professional Services	BORGES & MAHONEY CO.		377.99
					Check Total:	377.99
11963 ✓	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		160.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00
11963	08/12/2019	General Fund	Professional Services	C&M DISCING & MOWING		220.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
11966 ✓	08/12/2019	General Fund	Building Permits	CALIFORNIA BUILDING STANDARDS COMMI		-22.10
					Check Total:	198.90
11967 ✓	08/12/2019	General Fund	Training	CCAC		75.00
11967	08/12/2019	General Fund	Training	CCAC		75.00
11967	08/12/2019	General Fund	Training	CCAC		75.00
11967	08/12/2019	General Fund	Training	CCAC		300.00
					Check Total:	525.00
11968 ✓	08/12/2019	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		654.02
					Check Total:	654.02
11969 ✓	08/12/2019	Risk Management Fund	Professional Services	CHURCHWELL WHITE, LLP		6,427.24
11969	08/12/2019	General Fund	Professional Services	CHURCHWELL WHITE, LLP		1,482.00
11969	08/12/2019	Sewer Enterprise Fund	Professional Services	CHURCHWELL WHITE, LLP		1,995.10
11969	08/12/2019	General Fund	Professional Services	CHURCHWELL WHITE, LLP		3,325.00
11969	08/12/2019	1,2,3-TCP Fund	Professional Services	CHURCHWELL WHITE, LLP		3,150.00
					Check Total:	16,379.34
11970 ✓	08/12/2019	Measure H Fund	Training	CITY OF FRESNO-POLICE DEPT		812.00
					Check Total:	812.00
11971 ✓	08/12/2019	Internal Service Fund	Communications	COMCAST CABLE		13.22
					Check Total:	13.22
11972 ✓	08/12/2019	General Fund	Professional Services	COMMERCIAL ELECTRONICS CORP		3,065.00
					Check Total:	3,065.00
11973 ✓	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTOR		14.46
11973	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTOR		210.01
11973	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTOR		12.86
					Check Total:	237.33
11974 ✓	08/12/2019	General Fund	Uniform & Clothing Expense	CRESCENT WORK & OUTDOOR #1		64.79
					Check Total:	64.79
11975 ✓	08/12/2019	General Fund	Inspection Fees	CSG CONSULTANTS, INC.		4,268.50
					Check Total:	4,268.50
11976 ✓	08/12/2019	General Fund	Uniform & Clothing Expense	CURTIS BLUE LINE		47.37

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
11977 ✓	08/12/2019	Gas Tax/Street Improvement	Professional Services	D & D LIFT INC.		1,000.00
					Check Total:	47.37
11978 ✓	08/12/2019	General Fund	Travel\Conferences\Meetings	JEANNA DEL REAL		118.55
					Check Total:	1,000.00
11979 ✓	08/12/2019	Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,508.85
					Check Total:	118.55
11980 ✓	08/12/2019	General Fund	SMI Tax	DEPT. OF CONSERVATION		287.34
11980	08/12/2019	General Fund	Building Permits	DEPT. OF CONSERVATION		-14.37
					Check Total:	1,508.85
11981 ✓	08/12/2019	Water Enterprise Fund	Professional Services	ELITE BUSINESS SERVICES		35.18
11981	08/12/2019	Sewer Enterprise Fund	Professional Services	ELITE BUSINESS SERVICES		35.18
					Check Total:	272.97
11982 ✓	08/12/2019	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		106.05
					Check Total:	70.36
11983 ✓	08/12/2019	Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		7,560.00
					Check Total:	106.05
11984 ✓	08/12/2019	General Fund	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		4,300.00
11984	08/12/2019	Price Annexation LMA	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		376.25
11984	08/12/2019	Bell Crossing LD	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		107.50
11984	08/12/2019	Redwood Estates LMA	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		53.75
					Check Total:	4,837.50
11985 ✓	08/12/2019	General Fund	Special Departmental Expense	ETCH THIS! AND THAT		57.50
11985	08/12/2019	General Fund	Special Departmental Expense	ETCH THIS! AND THAT		70.38
					Check Total:	127.88
11986 ✓	08/12/2019	General Fund	Uniform & Clothing Expense	EVERGREEN CLEANERS		103.50
11986	08/12/2019	General Fund	Uniform & Clothing Expense	EVERGREEN CLEANERS		699.20
					Check Total:	802.70
11987 ✓	08/12/2019	General Fund	Special Departmental Expense	EVOLUTION DOG TRAINING		69.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	69.12
11988 ✓	08/12/2019	Water Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		3.93
11988	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		72.51
11988	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		2.91
11988	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		17.90
11988	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		22.34
11988	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		18.93
11988	08/12/2019	Water Enterprise Fund	Small Tools	FASTENAL COMPANY		4.65
11988	08/12/2019	Water Enterprise Fund	Small Tools	FASTENAL COMPANY		50.29
11988	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		35.03
					Check Total:	228.49
11989 ✓	08/12/2019	General Fund	Office Supplies	FEDERAL EXPRESS		225.07
					Check Total:	225.07
11990 ✓	08/12/2019	DBCP Settlement	Installation-New Water Meters	FERGUSON ENTERPRISES INC. #690		1,311.52
11990	08/12/2019	Water Enterprise Fund	Special Departmental Expense	FERGUSON ENTERPRISES INC. #690		401.39
11990	08/12/2019	Water Enterprise Fund	Small Tools	FERGUSON ENTERPRISES INC. #690		287.84
11990	08/12/2019	DBCP Settlement	Installation-New Water Meters	FERGUSON ENTERPRISES INC. #690		867.93
					Check Total:	2,868.68
11991 ✓	08/12/2019	General Fund	Professional Services	FORENSIC NURSE SPECIALISTS		1,200.00
					Check Total:	1,200.00
11992 ✓	08/12/2019	Internal Service Fund	Professional Services	DONALD GARCIA		56.29
11992	08/12/2019	Internal Service Fund	Operations & Maintenance	DONALD GARCIA		31.86
					Check Total:	88.15
11993 ✓	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	VERNICE HADDIX		72.96
					Check Total:	72.96
11994 ✓	08/12/2019	General Fund	Training	LARON HARLEY		24.00
					Check Total:	24.00
11995 ✓	08/12/2019	Internal Service Fund	Operations & Maintenance	HI-TECH E V S, INC.		156.99
11995	08/12/2019	Internal Service Fund	Professional Services	HI-TECH E V S, INC.		540.00
11995	08/12/2019	Measure H Fund	Professional Services	HI-TECH E V S, INC.		31,766.78
					Check Total:	32,463.77
11996 ✓	08/12/2019	General Fund	Special Departmental Expense	HORIZON		284.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
11996	08/12/2019	General Fund	Special Departmental Expense	HORIZON		79.97
11996	08/12/2019	General Fund	Special Departmental Expense	HORIZON		453.76
11996	08/12/2019	General Fund	Special Departmental Expense	HORIZON		933.08
11996	08/12/2019	General Fund	Special Departmental Expense	HORIZON		806.59
11996	08/12/2019	Price Annexation LMA	Maint Dist Lndscp Expense	HORIZON		410.92
					Check Total:	2,968.67
11997 ✓	08/12/2019	General Fund	Memberships & Subscriptions	IIMC		110.00
					Check Total:	110.00
11998 ✓	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	INTERSTATE SALES		1,014.53
11998	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	INTERSTATE SALES		295.63
					Check Total:	1,310.16
11999 ✓	08/12/2019	General Fund	Uniform & Clothing Expense	INVENTORY TRADING COMPANY		433.00
					Check Total:	433.00
12000 ✓	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES, INC.		121.24
					Check Total:	121.24
12001 ✓	08/12/2019	General Fund	Communications	JD SANDERS COMPANY		750.00
					Check Total:	750.00
12002 ✓	08/12/2019	General Fund	Professional Services	JJACPA, INC		17,240.36
					Check Total:	17,240.36
12003 ✓	08/12/2019	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		1,221.42
					Check Total:	1,221.42
12004 ✓	08/12/2019	Internal Service Fund	Professional Services	JORGENSEN COMPANY		697.43
					Check Total:	697.43
12005 ✓	08/12/2019	General Fund	Professional Services	KD ANDERSON & ASSOCIATES		300.00
					Check Total:	300.00
12006 ✓	08/12/2019	Internal Service Fund	Operations & Maintenance	KELLOGG'S SUPPLY		107.40
					Check Total:	107.40
12007 ✓	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		330.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		1,776.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		2,373.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		635.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		284.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		325.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		100.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		55.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		222.50
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		410.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		80.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		440.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		55.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		289.00
12007	08/12/2019	Internal Service Fund	Professional Services	KYHN'S A/C & HEATING		55.00
Check Total:						7,429.50
12008	08/12/2019	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		26.25
12008	08/12/2019	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		9.29
12008	08/12/2019	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		31.37
12008	08/12/2019	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		23.77
Check Total:						90.68
12009	08/12/2019	Gas Tax/Street Improvement	Professional Services	LEAGUE OF CALIFORNIA CITIES		500.00
Check Total:						500.00
12010	08/12/2019	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		122.01
Check Total:						122.01
12011	08/12/2019	General Fund	Rents & Leases	MAILFINANCE		1,606.53
Check Total:						1,606.53
12012	08/12/2019	Internal Service Fund	Operations & Maintenance	MCCOY TRUCK TIRE SERVICE		247.50
Check Total:						247.50
12013	08/12/2019	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		225.00
12013	08/12/2019	General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		300.00
12013	08/12/2019	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		264.00
12013	08/12/2019	General Fund	Youth Indoor Soccer	MERCED AREA SPORTS OFFICIALS, INC		80.00
12013	08/12/2019	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		325.00
12013	08/12/2019	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		594.00
12013	08/12/2019	General Fund	Youth Indoor Soccer	MERCED AREA SPORTS OFFICIALS, INC		90.00
Check Total:						1,878.00
12014	08/12/2019	Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		15.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	15.06
12015 ✓	08/12/2019	Price Annexation LMA	Machinery & Equipment	MERCED SUN STAR-LEGALS		53.12
12015	08/12/2019	Sandlewood Square LMA	Machinery & Equipment	MERCED SUN STAR-LEGALS		5.91
12015	08/12/2019	Pajaro Dunes LMA	Machinery & Equipment	MERCED SUN STAR-LEGALS		3.26
12015	08/12/2019	Redwood Estates LMA	Machinery & Equipment	MERCED SUN STAR-LEGALS		6.02
12015	08/12/2019	Cottage Gardens ST & LMA	Machinery & Equipment	MERCED SUN STAR-LEGALS		0.79
12015	08/12/2019	Silva Ranch LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		8.44
12015	08/12/2019	Mello Ranch LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		8.50
12015	08/12/2019	Juniper Meadows LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		0.28
12015	08/12/2019	Camellia Meadows LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		1.74
12015	08/12/2019	Stone Creek LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		10.52
12015	08/12/2019	America West LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		0.73
12015	08/12/2019	Bell Crossing LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		10.58
12015	08/12/2019	Atwater South LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		8.50
12015	08/12/2019	Mello Ranch 2 LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		7.32
12015	08/12/2019	Meadow View LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		7.20
12015	08/12/2019	Aspenwood Lndscp	Machinery & Equipment	MERCED SUN STAR-LEGALS		2.14
12015	08/12/2019	Applegate Ranch Lndscp	Machinery & Equipment	MERCED SUN STAR-LEGALS		0.79
12015	08/12/2019	Simon Annexation LNDSCP	Machinery & Equipment	MERCED SUN STAR-LEGALS		0.17
12015	08/12/2019	General Fund	Printing & Advertising	MERCED SUN STAR-LEGALS		149.70
					Check Total:	285.71
12016 ✓	08/12/2019	Risk Management Fund	Professional Services	MEYERS NAVE		11,177.00
12016	08/12/2019	General Fund	Professional Services	MEYERS NAVE		14,119.63
12016	08/12/2019	Sewer Enterprise Fund	Professional Services	MEYERS NAVE		1,603.50
12016	08/12/2019	General Fund	Professional Services	MEYERS NAVE		1,500.00
					Check Total:	28,400.13
12017 ✓	08/12/2019	Measure V Fund	Winton Way Road Improvements	MID VALLEY ENGINEERING		4,412.50
					Check Total:	4,412.50
12018 ✓	08/12/2019	Sewer Enterprise Fund	Professional Services	MP NEXLEVEL OF CA		915.11
					Check Total:	915.11
12019 ✓	08/12/2019	General Fund	Professional Services	MUNICODE		571.20
					Check Total:	571.20
12020 ✓	08/12/2019	General Fund	Professional Services	NATION & BADILLA INVESTIGATIONS		3,200.00
					Check Total:	3,200.00
12021 ✓	08/12/2019	Sewer Enterprise Fund	Professional Services	OCCUTEST		313.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12021	08/12/2019	Gas Tax/Street Improvement	Professional Services	OCCUTEST		113.00
12021	08/12/2019	General Fund	Special Departmental Expense	OCCUTEST		48.00
Check Total:						474.00
12022	08/12/2019	General Fund	Office Supplies	THE OFFICE CITY		159.99
12022	08/12/2019	General Fund	Office Supplies	THE OFFICE CITY		40.00
12022	08/12/2019	General Fund	Office Supplies	THE OFFICE CITY		57.37
12022	08/12/2019	General Fund	Office Supplies	THE OFFICE CITY		217.37
12022	08/12/2019	General Fund	Office Supplies	THE OFFICE CITY		46.09
Check Total:						520.82
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		27.42
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		381.90
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		381.90
12023	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	O'REILLY AUTO PARTS		19.91
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		18.94
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		3.24
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-365.06
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-6.45
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-27.54
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		91.19
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		105.72
12023	08/12/2019	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		162.36
12023	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	O'REILLY AUTO PARTS		47.06
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.80
12023	08/12/2019	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		14.06
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-41.48
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		44.36
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-14.07
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		98.89
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		19.33
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-397.47
12023	08/12/2019	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-323.01
Check Total:						247.00
12024	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	PACIFIC WATER RESOURCES		2,747.09
Check Total:						2,747.09
12025	08/12/2019	General Fund	Training	SAM PARKS		24.00
Check Total:						24.00
12026	08/12/2019	Internal Service Fund	Professional Services	PRESTON'S LOCK & KEY		15.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12026	08/12/2019	Internal Service Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		10.83
					Check Total:	25.99
12027	08/12/2019	Measure H Fund	Training	PRI MANAGEMENT GROUP		1,185.00
					Check Total:	1,185.00
12028	08/12/2019	1,2,3-TCP Fund	Professional Services	QUALITY WELL DRILLERS		2,140.50
					Check Total:	2,140.50
12029	08/12/2019	Sewer Enterprise Fund	Communications	RADIO MERCED		2,192.00
12029	08/12/2019	Water Enterprise Fund	Communications	RADIO MERCED		1,808.00
					Check Total:	4,000.00
12030	08/12/2019	General Fund	Drop In Field Trips	ROCKIN JUMP		986.00
					Check Total:	986.00
12031	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	SAFE-T-LITE		142.53
12031	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	SAFE-T-LITE		23.26
12031	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	SAFE-T-LITE		17.16
12031	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		209.73
					Check Total:	392.68
12032	08/12/2019	General Fund	Professional Services	SANTA FE PET		103.00
12032	08/12/2019	General Fund	Professional Services	SANTA FE PET		565.00
					Check Total:	668.00
12033	08/12/2019	General Fund	Special Departmental Expense	SAVE MART SUPERMARKETS		21.31
12033	08/12/2019	General Fund	Special Departmental Expense	SAVE MART SUPERMARKETS		23.66
					Check Total:	44.97
12034	08/12/2019	Information Technology Fund	Special Departmental Expense	SHI INTERNATIONAL CORP		2,550.14
					Check Total:	2,550.14
12035	08/12/2019	Water Enterprise Fund	Professional Services	SJVAPCD		551.00
					Check Total:	551.00
12036	08/12/2019	General Fund	Special Departmental Expense	STAGE STOP GUN SHOP		421.89
					Check Total:	421.89
12037	08/12/2019	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		-101.08
12037	08/12/2019	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		31.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12037	08/12/2019	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		173.25
12037	08/12/2019	Internal Service Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		141.34
12037	08/12/2019	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		141.34
12037	08/12/2019	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		255.48
12037	08/12/2019	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		263.19
12037	08/12/2019	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		59.48
12037	08/12/2019	Internal Service Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		73.01
12037	08/12/2019	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		73.02
12037	08/12/2019	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		29.05
					Check Total:	1,139.28
12038 ✓	08/12/2019	General Fund	Professional Services	STERICYCLE, INC.		63.16
					Check Total:	63.16
12039 ✓	08/12/2019	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		9,373.38
12039	08/12/2019	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		3,375.40
					Check Total:	12,748.78
12040 ✓	08/12/2019	Internal Service Fund	Operations & Maintenance	TONY'S AUTO REPAIR		328.86
					Check Total:	328.86
12041 ✓	08/12/2019	Information Technology Fund	Special Departmental Expense	TPX COMMUNICATIONS		5,788.05
					Check Total:	5,788.05
12042 ✓	08/12/2019	Internal Service Fund	Professional Services	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	33.00
12043 ✓	08/12/2019	Water Enterprise Fund	Professional Services	UNDERGROUND SERVICE ALERT		856.23
12043	08/12/2019	Sewer Enterprise Fund	Professional Services	UNDERGROUND SERVICE ALERT		856.23
					Check Total:	1,712.46
12044 ✓	08/12/2019	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		33.32
12044	08/12/2019	Price Annexation LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.74
12044	08/12/2019	Sandlewood Square LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.63
12044	08/12/2019	Pajaro Dunes LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.35
12044	08/12/2019	Redwood Estates LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.65
12044	08/12/2019	Cottage Gardens ST & LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Silva Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.91
12044	08/12/2019	Mello Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Juniper Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.03
12044	08/12/2019	Camellia Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.19
12044	08/12/2019	Stone Creek LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12044	08/12/2019	Mello Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		7.70
12044	08/12/2019	Juniper Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.25
12044	08/12/2019	Camellia Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.58
12044	08/12/2019	Stone Creek LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.53
12044	08/12/2019	America West LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.66
12044	08/12/2019	Bell Crossing LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.58
12044	08/12/2019	Atwater South LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		7.70
12044	08/12/2019	Mello Ranch 2 LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		6.63
12044	08/12/2019	Meadow View LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		6.52
12044	08/12/2019	Aspenwood Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.94
12044	08/12/2019	Applegate Ranch Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.71
12044	08/12/2019	Simon Annexation LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.15
12044	08/12/2019	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		112.78
12044	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		64.66
12044	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.60
12044	08/12/2019	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		13.14
12044	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.27
12044	08/12/2019	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		33.32
12044	08/12/2019	Price Annexation LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.74
12044	08/12/2019	Sandlewood Square LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.63
12044	08/12/2019	Pajaro Dunes LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.35
12044	08/12/2019	Redwood Estates LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.65
12044	08/12/2019	Cottage Gardens ST & LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Silva Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.91
12044	08/12/2019	Mello Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Juniper Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.03
12044	08/12/2019	Camellia Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.19
12044	08/12/2019	Stone Creek LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.13
12044	08/12/2019	America West LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Bell Crossing LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.14
12044	08/12/2019	Atwater South LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Mello Ranch 2 LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.79
12044	08/12/2019	Meadow View LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.78
12044	08/12/2019	Aspenwood Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.23
12044	08/12/2019	Applegate Ranch Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Simon Annexation LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.02
12044	08/12/2019	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		73.65
12044	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		199.38
12044	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.60
12044	08/12/2019	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		13.14
12044	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.27
12044	08/12/2019	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		33.32
12044	08/12/2019	Price Annexation LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.74
12044	08/12/2019	Sandlewood Square LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12044	08/12/2019	America West LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Bell Crossing LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.14
12044	08/12/2019	Atwater South LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Mello Ranch 2 LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.79
12044	08/12/2019	Meadow View LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.78
12044	08/12/2019	Aspenwood Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.23
12044	08/12/2019	Applegate Ranch Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Simon Annexation LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.02
12044	08/12/2019	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		73.65
12044	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		55.03
12044	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.60
12044	08/12/2019	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		13.14
12044	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.27
12044	08/12/2019	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		33.32
12044	08/12/2019	Price Annexation LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.74
12044	08/12/2019	Sandlewood Square LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.63
12044	08/12/2019	Pajaro Dunes LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.35
12044	08/12/2019	Redwood Estates LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.65
12044	08/12/2019	Cottage Gardens ST & LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Silva Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.91
12044	08/12/2019	Mello Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Juniper Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.03
12044	08/12/2019	Camellia Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.19
12044	08/12/2019	Stone Creek LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.13
12044	08/12/2019	America West LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Bell Crossing LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.14
12044	08/12/2019	Atwater South LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Mello Ranch 2 LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.79
12044	08/12/2019	Meadow View LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.78
12044	08/12/2019	Aspenwood Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.23
12044	08/12/2019	Applegate Ranch Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Simon Annexation LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.02
12044	08/12/2019	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		73.65
12044	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		55.03
12044	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.60
12044	08/12/2019	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		13.14
12044	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.27
12044	08/12/2019	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		33.32
12044	08/12/2019	Price Annexation LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		48.13
12044	08/12/2019	Sandlewood Square LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.34
12044	08/12/2019	Pajaro Dunes LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		2.96
12044	08/12/2019	Redwood Estates LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		5.45
12044	08/12/2019	Cottage Gardens ST & LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.71
12044	08/12/2019	Silva Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		7.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12044	08/12/2019	Pajaro Dunes LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.35
12044	08/12/2019	Redwood Estates LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.65
12044	08/12/2019	Cottage Gardens ST & LMA	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Silva Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.91
12044	08/12/2019	Mello Ranch LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Juniper Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.03
12044	08/12/2019	Camellia Meadows LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.19
12044	08/12/2019	Stone Creek LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.13
12044	08/12/2019	America West LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Bell Crossing LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		1.14
12044	08/12/2019	Atwater South LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.92
12044	08/12/2019	Mello Ranch 2 LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.79
12044	08/12/2019	Meadow View LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.78
12044	08/12/2019	Aspenwood Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.23
12044	08/12/2019	Applegate Ranch Lndscp	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.08
12044	08/12/2019	Simon Annexation LNDSCP	Uniform & Clothing Expense	UNIFIRST CORPORATION		0.02
12044	08/12/2019	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		253.35
12044	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		64.66
12044	08/12/2019	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.60
12044	08/12/2019	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		13.14
12044	08/12/2019	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		9.27
Check Total:						1,684.36
12045	08/12/2019	RDVLPMT Obligation Retirement	Rents & Leases	UNION PACIFIC RAILROAD CO.		302.52
Check Total:						302.52
12046	08/12/2019	Water Enterprise Fund	Special Departmental Expense	UNITED RENTALS		193.77
12046	08/12/2019	Internal Service Fund	Special Departmental Expense	UNITED RENTALS		288.09
Check Total:						481.86
12047	08/12/2019	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		311.56
12047	08/12/2019	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		2,163.31
12047	08/12/2019	Risk Management Fund	Life Insurance	UNUM LIFE INSURANCE		1,028.69
12047	08/12/2019	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		1,747.10
Check Total:						5,250.66
12048	08/12/2019	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		2,400.00
Check Total:						2,400.00
12049	08/12/2019	General Fund	Communications	VERIZON WIRELESS		436.94
Check Total:						436.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12050 ✓	08/12/2019	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		922.95
12050	08/12/2019	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,342.94
Check Total:						2,265.89
12051 ✓	08/12/2019	Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		10,800.00
12051	08/12/2019	General Fund	Professional Services	VVH CONSULTING SERVICES		2,700.00
12051	08/12/2019	General Fund	Professional Services	VVH CONSULTING SERVICES		2,227.50
12051	08/12/2019	General Fund	Professional Services	VVH CONSULTING SERVICES		33,896.25
12051	08/12/2019	Measure V 20% AlternativeModes	Phase II Ped Imp Proj	VVH CONSULTING SERVICES		1,016.00
12051	08/12/2019	Measure V 20% AlternativeModes	Mitchell Schools Ped Prj	VVH CONSULTING SERVICES		3,157.00
12051	08/12/2019	Sewer Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		5,500.00
Check Total:						59,296.75
12052 ✓	08/12/2019	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		112.62
12052	08/12/2019	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		32.31
12052	08/12/2019	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		17.27
12052	08/12/2019	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		40.58
12052	08/12/2019	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		32.31
Check Total:						235.09
12053 ✓	08/12/2019	DBCP Settlement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		241.91
12053	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		5.47
12053	08/12/2019	DBCP Settlement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		37.93
12053	08/12/2019	Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		31.39
Check Total:						316.70
12054 ✓	08/12/2019	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		11.88
Check Total:						11.88
12055 ✓	08/12/2019	Water Enterprise Fund	Utilities	WGL ENERGY SYSTEMS, INC		29,176.60
12055	08/12/2019	Internal Service Fund	Utilities	WGL ENERGY SYSTEMS, INC		2,692.22
12055	08/12/2019	Water Enterprise Fund	Utilities	WGL ENERGY SYSTEMS, INC		12,838.09
12055	08/12/2019	Internal Service Fund	Utilities	WGL ENERGY SYSTEMS, INC		1,264.03
Check Total:						45,970.94
12056 ✓	08/12/2019	General Fund	Special Departmental Expense	WINTON HARDWARE		27.99
12056	08/12/2019	General Fund	Special Departmental Expense	WINTON HARDWARE		10.75
12056	08/12/2019	General Fund	Special Departmental Expense	WINTON HARDWARE		8.61
12056	08/12/2019	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		5.27
12056	08/12/2019	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		32.67
12056	08/12/2019	DBCP Settlement	Installation-New Water Meters	WINTON HARDWARE		31.31
12056	08/12/2019	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		5.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
12056	08/12/2019	General Fund	Special Departmental Expense	WINTON HARDWARE		32.31
12056	08/12/2019	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		34.46
12056	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		30.13
12056	08/12/2019	Sewer Enterprise Fund	Uniform & Clothing Expense	WINTON HARDWARE		17.62
12056	08/12/2019	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		10.30
12056	08/12/2019	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		7.49
Check Total:						254.37
Report Total:						716,757.04



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

June 24, 2019

OPEN SESSION: (Council Chambers)

The City Council of the City of Atwater met in Open Session this date at 5:01 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Creighton presiding.

ROLL CALL:

Present: City Council Members Ambriz (5:03 PM), Cale, Vierra, Mayor Pro Tem Raymond, Mayor Creighton

Absent: None

Staff Present: City Manager Waterman, Interim City Attorney Sanchez, Water Division Manager/Chief Operator Shaw, Deputy City Clerk Martin

CLOSED SESSION: (General Services Conference Room)

Mayor Creighton invited public comment on Closed Session items.

No one came forward to speak.

Mayor Creighton adjourned the meeting to the General Services Conference Room for Closed Session at 5:03 PM. Closed Session was called to order at 5:14 PM.

Pursuant to Government Code Section 54957(b)(1), Public Employee Appointment:
Title: Public Works Director

Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9: Name of case: Thomas E. Niederreuther v. City of Atwater, Case No. 1:19-CV-00779-DAD-BAM

Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9: Name of case: City of Atwater v. Shell Oil Company, et al., Case No. SCVSS120627

Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases: (3)

Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator regarding Property Disposition. Agency Negotiator: City Manager Waterman

Property Location: APN 056-241-005

Closed Session adjourned at 6:06 PM.

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater, the Board of Directors of the Fire Protection District, and the Governing Board of the Successor Agency to the Atwater Redevelopment Agency met in Regular Session this date at 6:13 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Creighton presiding.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Ronald Evans.

INVOCATION:

The Invocation was led by Pastor Rich Miller.

ROLL CALL:

Present: City Council Members/Board Members Ambriz, Cale, Vierra, Mayor Pro Tem/Board Vice President/Board Vice Chair Raymond, Mayor/Board President/Board Chair Creighton

Absent: None

Staff Present: City Manager/Executive Director Waterman, Interim City Attorney Sanchez, Water Division Manager/Chief Operator Shaw, Police Chief Salvador, CAL FIRE Battalion Chief Slate, CAL FIRE Captain Lopes, Deputy City Clerk Martin

MAYOR OR INTERIM CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

Interim City Attorney Sanchez reported that several items were considered but no reportable action was taken. The Closed Session agenda was completed.

SUBSEQUENT NEED ITEMS: *None.*

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: *Mayor Pro Tem Raymond moved to approve the agenda as posted. The motion was seconded by City Council Member Vierra and the vote was: Ayes: Cale, Ambriz, Vierra, Raymond, Creighton; Noes: None; Absent: None. The motion passed.*

CEREMONIAL MATTERS:

Reserve Firefighters

CAL FIRE Captain Lopes provided a verbal summary of the Reserve Firefighter Program. CAL FIRE Battalion Chief Slate conducted the badge pinning ceremony for the new Reserve Firefighters: Ceasar Castaneda-Nunez, Noe Ortega-Gomez, and Bradley Woolever.

Buhach Colony High School Boys' Baseball Team

Mayor Creighton and City Council Member Cale recognized the Buhach Colony High School Boys' Varsity Baseball team as the 2019 CCC Champions and presented them with a certificate of recognition.

PRESENTATIONS:

Monthly verbal report by Merced County District 3 Supervisor McDaniel

Merced County District 3 Supervisor McDaniel announced that Merced County passed a proposed \$670.1 million budget for 2019-2020 and the final budget will be passed in September. He also announced that the Merced County Public Health Department has received their State certification. He reported that work continues on attracting a training facility at Castle. He provided an update on a homeless grant being sought and announced that the County will use a third party to manage the homeless services program.

CONSENT CALENDAR:

MOTION: *City Council Member Cale moved to approve the consent calendar as listed. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Raymond, Vierra, Ambriz, Cale, Creighton; Noes: None; Absent: None. The motion passed.*

WARRANTS:

1. June 24, 2019

ACTION: Approval of warrants as listed.

MINUTES: (Audit and Finance Committee)

2.
 - a) January 22, 2018 – Regular meeting
 - b) May 14, 2018 – Regular meeting
 - c) July 23, 2018 – Regular meeting
 - d) September 24, 2018 – Regular meeting
 - e) November 13, 2018 – Regular meeting

ACTION: Acceptance of minutes as listed.

TREASURER'S REPORT:

3. May 31, 2019

ACTION: Acceptance of report as listed.

RESOLUTIONS:

4. Approving a budget amendment regarding Solid Waste Services (Water Division Manager/Chief Operator Shaw)

ACTION: Adoption of Resolution No. 3092-19 approving Budget Amendment No. 9 amending the 2018-19 Fiscal Year Budget regarding Solid Waste Services.

AGREEMENTS:

5. Waiving formal procurement process and ratifying Purchase/Service Agreement with AireSpring for the replacement of business phone systems and internet connectivity in City Hall and City owned buildings (City Manager Waterman)

ACTION: Waives the formal procurement process and ratifies a Master (Purchase/Service) Agreement, in a form approved by the Interim City Attorney, with AireSpring, Los Angeles, California, in the amount of \$7,346.12 per month plus taxes and fees for the term of three (3) years, for the replacement of business phone systems and internet connectivity within City Hall and City owned buildings.

OTHER ACTIONABLE ITEMS:

6. Ratifying letter of support regarding Atwater Aviation Pavilion Project (Mayor Creighton)

ACTION: *Ratifies letter of support regarding Castle Air Museum's application for the Atwater Aviation Pavilion Project.*

ANNUAL PETITIONS AND COMMUNICATIONS:

7. Request for assistance with annual Independence Run (Gordon Wilkinson)

ACTION: *Approval of request for assistance with annual Independence Run on July 4th for the next four (4) years, to coincide with co-sponsorship of the annual 4th of July events, beginning in 2019 through and including 2022.*

PUBLIC HEARINGS:

Resolutions adopting 2019-20 Fiscal Year Budget and approving Fund Expenditures and Fund Transfers; amending Miscellaneous Fee Schedule; and amending Classification Plan and approving Salary Schedule (City Manager/Executive Director Waterman)

Mayor/Board President/Board Chair Creighton opened the public hearing for this item.

No one came forward to speak, and Mayor/Board President/Board Chair Creighton closed the public hearing.

MOTION: *City Council Member/Board Member Vierra moved to continue the public hearing to July 8, 2019; and to adopt Joint Authority Resolution No. 3094-19, Resolution No. AFPD 2-2019, and Resolution No. SA 2019-4 authorizing the City Manager/Executive Director to continue making required expenditures to meet current or immediate financial obligations relating to City operations until the 2019-20 Fiscal Year Budget is adopted. The motion was seconded by City Council Member/Board Member Ambriz and the vote was: Ayes: Ambriz, Vierra, Raymond, Cale, Creighton; Noes: None; Absent: None. The motion passed.*

CITY MANAGER REPORTS/UPDATES:

Ratifying Public Works Director Employment Agreement

MOTION: *Mayor Pro Tem Raymond moved to ratify Public Works Director Employment Agreement, in a form approved by the Interim City Attorney, with Vernice Haddix; and to authorize and direct the City Manager to execute the Agreement on behalf of the City. The motion was seconded by City Council Member Vierra and the vote was: Ayes: Raymond, Cale, Ambriz, Vierra, Creighton; Noes: None; Absent: None. The motion passed.*

Mayor Creighton introduced Vernice Haddix as the new Public Works Director.

Authorizing Negotiation and Execution of Amendment to Purchase and Sale Agreement with Universal Real Estate Development LLC for 550 Commerce Avenue and related Loan Agreement

One person requested to know who is seeking to own the property.

Interim City Attorney Sanchez advised that the purchasers are a Limited Liability Corporation with multiple owners.

MOTION: *City Council Member Cale moved to authorize and direct the City Manager to negotiate and execute an amendment, in a form approved by the Interim City Attorney, to the Purchase and Sale Agreement with Universal Real Estate Development LLC for 550 Commerce Avenue, as well as a related Loan Agreement, in a form approved by the Interim City Attorney, with Universal Real Estate Development LLC and such other documents as are necessary for the sale of the property on behalf of the City. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Ambriz, Raymond, Cale, Vierra, Creighton; Noes: None; Absent: None. The motion passed.*

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

One person spoke regarding reinstatement of their water services and alleged misinformation regarding their reputations on the part of City staff and the City Council.

One person spoke requesting the installation of a light pole at 1057 Fir Avenue due to his vehicle being recently stolen. He also requested more police patrols in his neighborhood.

One person spoke asking for information regarding a potential “half way” house in her neighborhood.

One person spoke wishing the City Council a happy 4th of July. He also spoke regarding the history of the motto “In God We Trust.” He praised the Atwater Police Department for their recent prompt return of a stolen vehicle.

JIM PRICE, Chairman of the Atwater 4th of July Committee, spoke encouraging the public to participate in the upcoming 4th of July activities. He praised the assistance the Committee has received from City Council Member Cale and Chief of Police Salvador. He also invited the public to a special music program on the 3^d of July in Ralston Park from 7:00 – 10:00 PM.

One person spoke welcoming the new Public Works Director.

Chief of Police Salvador announced that a big auction of City equipment is being held Saturday, June 29th. He also announced that the APC Hall will host their parade and Festa on Sunday, June 30th. He encouraged the public to be aware of the activities in and around town and potential traffic issues.

No one else came forward to speak.

CITY COUNCIL MATTERS:

Mayor's Committee Re-assignment

Merced County Association of Governments (1 representative)

Mayor Creighton explained to the public the dynamics of the MCAG assignment; the assignment will remain the same as originally assigned (Creighton – representative, Raymond – alternate).

MOTION: Mayor Pro Tem Raymond moved to ratify the Mayor's Committee re-assignment of 1 representative for Merced County Association of Governments. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Raymond, Cale, Vierra, Ambriz, Creighton; Noes; None; Absent: None. The motion passed.

City Council comments

Mayor Pro Tem Raymond welcomed the new Public Works Director. He also thanked Pastor Miller for his involvement in City government. He wished everyone a safe and happy 4th of July.

City Council Member Cale congratulated the Historical Downtown Association Committee for their very successful recent Car Show. He also welcomed the new Public Works Director. In closing he announced the birth of his newest grandson.

City Council Member Vierra wished everyone a happy and safe 4th of July. She emphasized the importance of not using illegal fireworks in the City of Atwater. She also announced that the parks will be receiving some much needed attention. On a personal note she announced the appointment of her son to the Ceres Police Department.

City Council Member Ambriz also welcomed the new Public Works Director. He announced attending the Car Show in downtown Atwater, and he praised the efforts of the Historical Downtown Association. He also announced that his daughter, a member of the Arizona Sun Devils, Atwater Youth Softball Team, finished second in the playoffs.

Mayor Creighton encouraged everyone to get to the 4th of July parade early and that it will start promptly at 9:00 AM and that there will be multiple activities held

in Ralston Park. He encouraged everyone to visit the upcoming auction on June 29th. He praised the Historical Downtown Association for a hugely successful event last Saturday. He welcomed the new Reserve Firefighters and the new Public Works Director.

CLOSED SESSION:

Continuation of Closed Session was not necessary.

ADJOURNMENT:

Mayor Creighton adjourned the meeting at 7:13 PM.

JANELL MARTIN,
DEPUTY CITY CLERK

By: Lesa Rasmussen
P-M Transcription Services



CITY OF ATWATER

SPECIAL MEETING CITY COUNCIL

ACTION MINUTES

July 8, 2019

CALL TO ORDER:

The City Council of the City of Atwater met in Special Session this date at 2:13 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Creighton presiding.

PLEDGE OF ALLEGIANCE:

Mayor Creighton deferred the Pledge of Allegiance to the regular meeting at 6:00 PM.

ROLL CALL:

Present: *City Council Members Ambriz, Cale, Vierra, Mayor Pro Tem Raymond (2:55 PM), Mayor Creighton*

Absent: *None*

Staff Present: *City Manager Waterman, Interim City Attorney Sanchez, Water Division Manager/Chief Operator Shaw, Project Manager Lamerson, Accountant II Tejada, Interim Finance Director Albrecht, Recreation Supervisor Rahn, Public Works Director Haddix, Human Resources Director Del Real, Police Chief Salvador, CAL FIRE Battalion Chief Slate, General Services Manager/Chief Building Official Pereida, Deputy City Clerk Martin*

PUBLIC COMMENT:

Notice to the public was read.

No one came forward to speak.

BUDGET WORKSHOP:

Proposed 2019-20 Fiscal Year Budget (City Manager Waterman)

City Manager Waterman provided a summary of the 2018-19 budget expenditures and the General Fund deficit reduction, as well as the Proposed 2019-20 Fiscal Year Budget. She cited key items in the proposed budget including elimination of employee furloughs, continuation of a \$100,000 contribution to the General Fund Reserve, a \$100,000 contribution reducing the PERS/OPEB liabilities, and revenue increases from \$13.9 million to \$15.8 million.

Kendall Flint, RGS Director of Communications & Strategic Planning, provided a review of future expense considerations and answered questions of the City Council.

By consensus, the City Council reviewed proposed budget items on a department by department basis and provided direction.

Mayor Creighton called a recess at 3:56 PM.

The City Council returned to the dais and Mayor Creighton resumed the meeting at 4:06 PM.

Mayor Pro Tem Raymond and City Council Member Vierra expressed concern for line item number 0001-4003-4017 in the amount of \$225,000 Cannabis Income. By consensus, the City Council suggested that it be removed from the Proposed 2019-20 Fiscal Year Budget and brought for consideration and potential action at the regular meeting at 6:00 PM.

ADJOURNMENT:

The Special Meeting adjourned at 5:34 PM.

JANELL MARTIN,
DEPUTY CITY CLERK

By: Lesa Rasmussen
P-M Transcription Services



COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION

ACTION MINUTES

Special Meeting April 24, 2019

CALL TO ORDER:

The Community Development and Resources Commission of Atwater met in Special Session this date at 6:01 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chairperson Murphy III presiding.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chairperson Murphy III.

INVOCATION: *The Invocation was given by Commissioner Mead.*

ROLL CALL:

Present: *Commissioners Krotik, Mead, McWatters, Vice Chairperson Daugherty, Vacant, Chairperson Murphy III*

Absent: *None*

Staff Present: *Deputy City Attorney Hallinan, VVH Senior Planner Thompson, VVH City Engineer Hayes, Building Department Administrative Assistant Lopez, Deputy City Clerk/Executive to the City Manager Martin*

COMMENTS FROM THE PUBLIC:

Notice to the public was read. No one came forward to speak at this time.

PETITIONS AND COMMUNICATIONS:

Request from Atwater Pentecost Association for assistance with Annual Festival procession (Cesar Avila, President)

MOTION: *Commissioner Krotik moved to recommend that the City Council approve the request from Atwater Pentecost Association, contingent upon receipt of current certificate of liability coverage, for assistance with their Annual Festival*

procession on Sunday, June 30, 2019, leaving Atwater Pentecost Club (APC) at 8:30 AM down Third Street, right onto Broadway Avenue, right onto Winton Way proceeding to Saint Anthony's Church and returning to APC down Winton Way, left onto Grove Avenue, and right onto Third Street. The motion was seconded by Commissioner Mead and the vote was: Ayes: Mead, Krotik, McWatters; Noes: Daugherty, Murphy III; Absent: Bergman. The motion failed for lack of majority vote required for a seven member commission.

By consensus the Community Development and Resources Commissioners directed staff to bring this item back for possible action at the May 15, 2019 Community Development and Resources Commission meeting.

PUBLIC HEARINGS:

Resolution making the finding that the project is categorically exempt under CEQA and recommending that the City Council adopt Ordinance No. CS 1008 approving the Cen Cal Brothers, Inc. Development Agreement regarding Cannabis Business Pilot Program; Property location 644 Rail Road Avenue, Atwater (APN: 003-160-026)

VVH Senior Planner Thompson provided a PowerPoint presentation of the project and the Development Agreement.

Chairperson Murphy III opened the Public Hearing.

One person spoke in favor of recommending approval to the City Council for the project and the Development Agreement.

Chairperson Murphy III closed the Public Hearing.

MOTION: Commissioner McWatters moved to adopt Resolution No. CDRC 091-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301(a) "Existing Facilities" and recommending that the City Council adopt Ordinance No. CS 1008 for the approval of the Cen Cal Brothers Inc. Development Agreement and amending the posted address location to 664 Rail Road Avenue. The motion was seconded by Commissioner Mead and the vote was: Ayes: Daugherty, Krotik, McWatters, Murphy III; Noes: None; Absent: Bergman. The motion passed.

Resolution making the finding that the project is categorically exempt under CEQA and recommending that the City Council adopt Ordinance No. CS 1010 approving the Mari Jane Industries Development Agreement regarding Cannabis Business Pilot Program; Property location 460 Air Park Road, Atwater (APN: 056-400-029)

2VVH Senior Planner Thompson provided a PowerPoint presentation of the project and the Development Agreement.

Chairperson Murphy III opened the Public Hearing.

One person spoke in favor of recommending approval to the City Council for the project and the Development Agreement. He also cited that all of the business partners are from local communities in the area.

Chairperson Murphy closed the Public Hearing.

MOTION: Vice Chairperson Daugherty moved to adopt Resolution No. CDRC 093-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301(a) "Existing Facilities" and recommending that the City Council adopt Ordinance No. CS 1010 for the approval of the Mari Jane Industries Development Agreement. The motion was seconded by Commissioner Mead and the vote was: Ayes: McWatters, Krotik, Mead, Daugherty, Murphy III; Noes: None; Absent: Bergman. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal update regarding the status of City Projects (Michael Hayes, City Engineer)

VVH City Engineer Hayes provided a verbal summary and a PowerPoint presentation regarding the following projects:

- ***Traffic Signal Synchronization***
- ***Buhach Road Pedestrian Infill***
- ***Winton Way Reconstruction***
- ***Signal Modification at Shaffer Road and Juniper Avenue***
- ***Fruitland Avenue Reconstruction***
- ***Eileen Colburn Pedestrian Improvements Phase 2***
- ***Third Street Sidewalk Improvements***
- ***New Traffic Signal at Atwater Blvd and First Street***
- ***Traffic Signal Modifications at Winton Way and Juniper Avenue***
- ***Consultant Driven Study on Roadway Safety Analysis Using Collision Data***
- ***Mitchell Avenue Reconstruction***
- ***New Sidewalk, Curb and Gutter around Mitchell Elementary and Mitchell Senior Elementary (Juniper Avenue; Laurel Avenue; 7th Street; Ivy Street and 2nd Street)***

COMMISSIONER MATTERS:

Commissioner Mead reminded everyone about the Prayer Walk on May 4, 2019 at 10:00 am at City Hall. She also noted that the school zone signs near Shaffer School are very faded and overgrown shrubs also obscure the sign. Vice Chairperson Daugherty clarified that speed limits only apply when children are present on the sidewalk. She commented that she received a complaint about the restrooms at Osborn Park as grossly neglected and unsanitary.

Commissioner McWatters commented that she also had a complaint about the restrooms at Osborn Park.

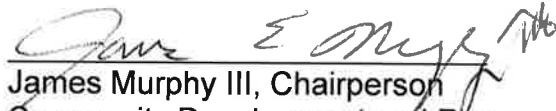
Commissioner Krotik stated that New Beginnings, a dog and cat rescue organization, is offering a fundraising dinner on Friday, May 3rd at his Gonella Realty office on First Street; the cost is \$10 per dinner.

Vice Chairperson Daugherty publicly thanked Brian Shaw, Interim Public Works Director, for cleaning the median area at Veterans Park.

Chairperson Murphy III asked for an update on the lack of speed limit signs at Avenues One and Two. VVH Senior Planner Thompson responded that he will address that issue with the City Engineer.

ADJOURNMENT:

Chairperson Murphy III adjourned the meeting at 7:21 PM.



James Murphy III, Chairperson
Community Development and Resources Commission

By: Lesa Rasmussen
P-M Transcription Services



COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION

ACTION MINUTES

May 15, 2019

CALL TO ORDER:

The Community Development and Resources Commission of Atwater met in Regular Session this date at 6:02 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chairperson Murphy III presiding.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chairperson Murphy III.

INVOCATION: *The Invocation was given by Police Chaplain McClellan.*

ROLL CALL:

Present: *Commissioners Krotik, McWatters, Bergman, Vice Chairperson Daugherty, Chairperson Murphy III*

Absent: *Mead*

Staff Present: *General Services Manager/Chief Building Official Pereida, VVH Senior Planner Thompson, City Attorney White, Recreation Supervisor Rahn, Lopez, Deputy City Clerk/Executive to the City Manager Martin*

SUBSEQUENT NEED ITEMS: *Request from Don Borgwardt of Yosemite Church for a Special Outdoor Event under Petitions/Communications.*

APPROVAL OF AGENDA AS POSTED OR AMENDED:

MOTION: *Vice Chairperson Daugherty moved to approve the agenda as amended. The motion was seconded by Commissioner Bergman and the vote was: Ayes: Daugherty, Krotik, McWatters, Bergman, Murphy III; Noes: None; Absent: Mead. The motion passed.*

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

One person spoke regarding a potential development on his property that straddles the City limit and County lines.

VVH Senior Planner Thompson advised that staff has been working with the County of Merced and LAFCO on a realignment petition for a minor property line adjustment. He advised the speaker that staff will continue to work on his behalf.

APPROVAL OF MINUTES:

Regular Meeting of March 20, 2019

MOTION: *Commissioner Krotik moved to approve minutes as listed. The motion was seconded by Commissioner McWatters and the vote was: Ayes: Daugherty, Krotik, McWatters, Bergman, Murphy III; Noes: None; Absent: Mead. The motion passed.*

Regular Meeting of April 17, 2019

MOTION: *Commissioner Krotik moved to approve minutes as listed. The motion was seconded by Commissioner McWatters and the vote was: Ayes: Daugherty, Krotik, McWatters, Bergman, Murphy III; Noes: None; Absent: Mead. The motion passed.*

Special Meeting of April 24, 2019

MOTION: *Commissioner Krotik moved to approve the minutes as amended for clarification. The Deputy City Attorney erred in advising that a quorum was not present thereby failing the motion to recommend approval to the City Council regarding Item #1, Petitions and Communications; an application from the Atwater Pentecost Association. The motion regarding item #1 on the April 24, 2019 agenda should have passed. The motion was seconded by Commissioner McWatters and the vote was: Ayes: Daugherty, Krotik, McWatters, Bergman, Murphy III; Noes: None; Absent: Mead. The motion passed.*

PETITIONS AND COMMUNICATIONS:

Request from Don Borgwardt, Yosemite Church, for a special outdoor event; showing a monthly "Movie in the Park" at Ralston Park beginning in June and ending in September 2019. Three of the movies are planned for Ralston Park and one movie is planned in Veterans' Park. Street barricades are requested from the City of Atwater on Third Street for traffic suspension between Grove Avenue and Elm Avenue from 7:00 PM to 10:00 PM for the Ralston Park movies.

MOTION: *Commissioner Bergman moved to recommend that the City Council approve the request from Yosemite Church to hold monthly movies in the park beginning in June and ending in September 2019; and approving the use of street barricades between Grove Avenue and Elm Avenue from 7:00 PM to 10:00 PM for the Ralston Park movies. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: Daugherty, Krotik, McWatters, Bergman, Murphy III; Noes: None; Absent: Mead. The motion passed.*

Request from Atwater Elementary School District regarding Seamless Summer Feeding Program.

Lisa Lugwig, Atwater Elementary School District Food Service Supervisor, requested the recommendation from the Commission to the City Council to approve the Seamless Summer Feeding Program to be held at various city locations.

MOTION: Commissioner Bergman moved to approve the request for the CDRC to recommend that the City Council approve the request from Atwater Elementary School District, Nutritional Services Department, contingent upon receipt of current certificate of liability coverage, to hold their annual Seamless Summer Feeding Program at Heller Park, Ralston Park, Veterans Park and Atwater High School from June 10, 2019 to August 2, 2019, to provide free meals to children (age 18 and under) in the community. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: McWatters, Krotik, Bergman, Daugherty, Murphy III; Noes: None; Absent: Mead. The motion passed.

PUBLIC HEARINGS:

Resolution making an environmental finding that the project is categorically exempt under CEQA; and approving Conditional Use Permit No. 563-19 and Site Plan No. 718-19 for Dabout located at 301 Business Parkway (A.P.N. 056-330-037)

VVH Senior Planner provided an overview of the application. He clarified that though the Commission has been presented with a checklist for site plan approval for cannabis, the City of Atwater had not adopted standards for site plans and site plan submittals. Staff created a checklist so that applicants can provide a well-rounded site plan, with a site plan number for use on all their tenant improvements for approval of their Conditional Use Permit. This application for Conditional Use Permit is for a manufacturing facility and have completed the Development Agreement and gone through the approval process of the Community Development and Resources Commission and the City Council.

Chairperson Murphy III opened the Public Hearing. No one came forward to speak.

Chairperson Murphy III closed the Public Hearing.

MOTION: Commissioner Bergman moved to adopt Resolution No. CDRC 097-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 "Existing Facilities" exemptions and approving Conditional Use Permit No. 563-19 and Site Plan No. 718-19. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: Bergman, McWatters, Daugherty, Krotik, Murphy III; Noes: None; Absent: Mead. The motion passed.

Resolution No. CDRC 084-19 making the finding that the project is categorically exempt under CEQA and recommending that the City Council adopt Ordinance No. CS 1007 approving the Sycamore Manufacturing Industries' development agreement regarding

the Cannabis Business Pilot Program; Property Location 1715 Sycamore Avenue (A.P.N. 001-146-003)

VVH Senior Planner provided an overview of the application. He clarified that applicant had previously applied and received an approval recommendation from the CDRC for their cannabis manufacturing application but suspended the original plan in favor of developing a new business model that now includes manufacturing, growing and retail sales which is what is before you tonight.

Chairperson Murphy III opened the Public Hearing. No one came forward to speak.

Chairperson Murphy III closed the Public Hearing.

MOTION: Vice Chairperson Daugherty moved to adopt Resolution No. CDRC 084-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 "Existing Facilities" and recommending that the City Council adopt Ordinance No. CS 1007 for the approval of the Sycamore Manufacturing industries' Development Agreement.

REPORTS AND PRESENTATIONS FROM STAFF:

Recommend to the City Council to approve the T-Mobile West, LLC Site Lease Agreement at Osborn Park

VVH Senior Planner provided an overview of the request from T-Mobile West to locate cellular equipment by removing an existing pole and replacing it with a new pole at Osborn Park.

Michael Taylor, Smart Link, clarified that T-Mobile West would be removing an existing light pole and replacing it with a new pole in order to place equipment.

MOTION: Commissioner Krotik moved to recommend to City Council the approval of the T-Mobile West, LLC Site Lease Agreement at Osborn Park. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: McWatters, Bergman, Krotik, Daugherty, Murphy III; Noes: None; Absent: Mead. The motion passed.

COMMISSIONER MATTERS:

Commissioner McWatters asked the City Attorney if her pending appointment to the County of Merced Redevelopment Oversight Committee presented any conflict of interest regarding her participation as a CDRC Commissioner.

City Attorney White advised that it did not appear to present a conflict, however, he urged Commissioner McWatters to advise the City of any activities that may involve the City of Atwater in the event that she may need to recuse herself from the decision making process.

Vice Chairperson Daugherty expressed concern for granting a liquor license for a property that may sit vacant for a year. He also asked about the out of use store at Buhach and Bellevue Roads; can the Commission recall the liquor license since it has been sitting for so long.

VVH Senior Planner advised that there are three recourses available to the Commission to govern a liquor license with a Conditional Use Permit: any Conditional Use Permit may be pulled for review at any time, there is a provision that a license must be used within a specific time frame or it can be revoked, and that consideration may be given to the impacts to the community as a reason for revoking a Conditional Use Permit. He also advised that with regard to the store at Buhach and Bellevue Roads, the Commission could recall the Conditional Use Permit for review.

Commissioner Krotik asked about the property behind the Savemart store since in the phase two portion of the agreement the developer has decided not go forward with development at that property. He has heard that the developer may gift that property to the City and is that something that is a staff decision or does it have to go to City Council for a public hearing. He thanked Commissioner Mead for her help at the recent animal rescue event.

VVH Senior Planner advised that since there is no longer a nexus for the improvements of the property no longer exists, and part of the planned improvements would have required that the City of Atwater purchase that basin. The cost of purchasing would likely be far greater than the relinquishing of the security bonds to the developer. Because it involved a real estate negotiation that was reviewed by the City Manager in closed session with the City Council it would not require a public hearing.

Commissioner Bergman had no comments.

Chairperson Murphy III expressed his frustration with not receiving answers from staff regarding the repairs need at 6th Street and Laurel Avenue. General Services Manager/Chief Building Official Pereira responded that he would get a definitive answer to him.

ADJOURNMENT:

Chairperson Murphy III adjourned the meeting at 7:00 PM.


James Murphy III, Chairperson

By: Lesa Rasmussen,
P-M Transcription Services



CITY OF ATWATER

PLANNING COMMISSION ADJOURNED MEETING

ACTION MINUTES

June 25, 2019

CALL TO ORDER:

The Planning Commission of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Commissioner Nelson presiding.

PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Deputy City Attorney Taniguchi.

INVOCATION:

The Invocation was given by Police Chaplain Mead.

ROLL CALL:

Present: Commissioners Borgwardt, Daugherty, Mead, Vice Chairperson, Warchol, Chairperson Nelson
Absent: None
Staff Present: Mayor Creighton, City Manager Waterman, General Services Manager/Chief Building Official Pereida, VVH Senior Planner Thompson, Deputy City Attorney Taniguchi, Recording Secretary Lopez

ORGANIZATION OF THE PLANNING COMMISSION:

Deputy City Attorney Taniguchi opened the nomination period for the purpose of nominating a Chairperson.

MOTION: Commissioner Warchol moved to nominate Commissioner Nelson to be Chairperson. The motion was seconded by Commissioner Mead and the vote was: Ayes: Warchol, Mead, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

Chairperson Nelson opened the nomination period for the purpose of nominating a Vice Chairperson.

MOTION: Commissioner Warchol moved to nominate Commissioner Daugherty to be Vice Chairperson. The motion was seconded by Commissioner Mead and the vote was: Ayes: Mead, Warchol, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA AS POSTED OR AMENDED:

MOTION: Commissioner Warchol moved to approve the agenda as posted. The motion was seconded by Commissioner Borgwardt and the vote was: Ayes: Daugherty, Warchol, Mead, Borgwardt, Nelson. Noes: None; Absent: None. Abstain: None. The motion passed.

PUBLIC COMMENT:

Notice to the public was read.

No one came forward to speak at this time.

APPROVAL OF MINUTES:

Regular Minutes of May 15, 2019

MOTION: Vice Chairperson Daugherty moved to accept the regular meeting minutes of May 15, 2019. The motion was seconded by Commissioner Warchol and the vote was: Ayes: Daugherty, Warchol; Noes: None; Absent: None; Abstain: Mead, Borgwardt, Nelson. The motion passed.

PETITIONS AND COMMUNICATIONS:

Informational Only. Request for assistance with the annual Independence Day Run on July 4th to coincide with co-sponsorship of the annual 4th of July events, beginning in 2019 through and including 2022

Commissioner Warchol questioned the insurance verification process. City Manager Waterman informed the commissioners that they submit certificates of liability annually. (INFORMATIONAL ONLY)

PUBLIC HEARINGS:

Adopt Resolution No. PC 96-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) and recommending that the City Council adopt Ordinance No. CS 1016 for the approval of the One Plant Atwater, LLC Development Agreement; property location 261 Business Park Way, Atwater.

VVH Senior Planner Thompson provided a summary PowerPoint overview of the Development Agreement and the intended uses of the facility. He added that One Plant Atwater, LLC has successfully negotiated all terms of the Development Agreement

Chairperson Nelson opened the Public Hearing.

The applicants' representative Chris Hester came forward with a brief presentation of the everyday operation for One Plant Atwater, LLC.

No one else came forward to speak at this time.

Chairperson Nelson closed the Public Hearing.

MOTION: Commissioner Mead moved to adopt Resolution No. PC 96-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 "Existing Facilities" exemptions. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: Mead, Warchol, Borgwardt, Daugherty, Nelson; Noes: None; Absent: None. The motion passed.

MOTION: Vice Chairperson Daugherty moved to recommend that the City Council adopt Ordinance No. CS 1016 for the approval of the One Plant Atwater, LLC Development Agreement. The motion was seconded by Commissioner Mead and the vote was: Ayes: Mead, Warchol, Borgwardt, Daugherty, Nelson; Noes: None; Absent: None. The motion passed.

Adopt Resolution No. PC 94-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) and recommending that the City Council adopt Ordinance No. CS 1011 for the approval of the WB Pharms, LLC Development Agreement; property location 1619 Sycamore Avenue, Atwater.

VVH Senior Planner Thompson provided an overview of the Development Agreement and intended uses of the facility. He added that WB Pharms, LLC has successfully negotiated all parts of the Development Agreement, except the public benefit amount, however they wish to move forward without staff's recommendation on the public benefit amount.

Chairperson Nelson opened the Public Hearing.

Byron Bogart, representing WB Pharms, LLC, came forward briefly explaining the operation of their cannabis business.

No else came forward to speak at this time.

Chairperson Nelson closed the Public Hearing.

MOTION: Vice Chairperson Daugherty moved to adopt Resolution No. PC 94-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 (d) "Existing

Facilities” exemptions. The motion was seconded by Commissioner Warchol and the vote was: Ayes: Warchol, Mead, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

MOTION: Commissioner Warchol moved to recommend that the City Council adopt Ordinance No. CS 1011 for the approval of the WB Pharms, LLC Development Agreement. The motion was seconded by Commissioner Mead and the vote was: Ayes: Warchol Mead, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

Adopt Resolution No. PC 92-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) and recommending that the City Council adopt Ordinance No. CS 1009 for the approval of the Cannable, LLC Development Agreement; property location 741 Enterprise Court, Atwater.

VVH Senior Planner Thompson provided an overview of the Development Agreement and intended uses of the facility. He added that Cannable, LLC has successfully negotiated all parts of the Development Agreement, EXCEPT the public benefit amount, however they wish to move forward without staff’s recommendation on the public benefit amount.

Chairperson Nelson opened the Public Hearing.

Andy Krotik spoke of the character of the applicant and the benefits of having Cannable, LLC as a business in our city.

Alicia Stewart, represented Cannable, LLC, congratulated the commissioners on their new appointment, and thanked the Commission for their consideration of the project.

No one else came forward to speak at this time.

Chairperson Nelson closed the Public Hearing.

MOTION: Commissioner Borgwardt moved to adopt Resolution No. PC 92-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 “Existing Facilities” exemptions. The motion was seconded by Vice Chairperson Daugherty and the vote was: Ayes: Daugherty, Mead, Borgwardt, Warchol, Nelson; Noes: None; Absent: None. The motion passed.

MOTION: Vice Chairperson Daugherty moved to recommend that the City Council adopt Ordinance No. CS 1009 for the approval of the Cannable, LLC Development Agreement. The motion was seconded by Commissioner Mead and the vote was: Ayes: Daugherty, Mead, Borgwardt, Warchol, Nelson; Noes: None; Absent: None. The motion passed.

Adopt Resolution No. PC 99-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) and approving Conditional Use Permit No. 564-19 and Site Plan No. 719-19; property location 760 Grove Avenue, Atwater.

VVH Senior Planner Thompson provided a summary PowerPoint presentation of the request for Conditional Use Permit and Site Plan.

Chairperson Nelson opened the Public Hearing. No one came forward to speak at this time. Chairperson Nelson closed the Public Hearing.

MOTION: Commissioner Borgwardt moved to adopt Resolution No. PC 98-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15303 (e) "New Construction or Conversion of Small Structures" exemptions. The motion was seconded by Commissioner Mead and the vote was: Ayes: Mead, Warchol, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

MOTION: Commissioner Mead moved to approve Conditional Use Permit No. 564-19 and Site Plan No. 719-19. The motion was seconded by Commissioner Borgwardt and the vote was: Ayes: Mead, Warchol, Borgwardt, Nelson; Noes: Daugherty; Absent: None. The motion passed.

Adopt Resolution No. PC 100-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) and approving Conditional Use Permit No. 565-19 and Site Plan No. 720-19; property location 341 Business Parkway, Atwater.

VVH Senior Planner Thompson provided a summary PowerPoint presentation of the request for Conditional Use Permit and Site Plan. He noted that all required documents have been completed and the Development Agreement has been successfully executed.

Chairperson Nelson opened the Public Hearing.

Zach Drivon, representing Medallion Wellness, spoke of the benefits of approving the Conditional Use Permit and Site Plan. He informed the Commission that they have licensing in many other states.

No one else came forward to speak at this time.

Chairperson Nelson closed the Public Hearing.

MOTION: Commissioner Borgwardt moved to adopt Resolution No. PC 100-19 making the finding that the project is categorically exempt under the California Environmental Quality Act (CEQA) guidelines section 15301 "Existing Facilities" exemptions. The motion was seconded by Commissioner Warchol and the vote was: Ayes: Daugherty, Warchol, Mead, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

MOTION: Vice Chairperson Daugherty moved to approve Conditional Use Permit No. 565-19 and Site Plan No. 720-19. The motion was seconded by Commissioner Mead and the vote was: Ayes: Daugherty, Warchol, Mead, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Review the proposed Five-Year Capitol Improvement Program Fiscal Years 20019-20 thru 2023-24 making the finding that the Five-Year Capitol Improvement Program is consistent with the City of Atwater General Plan.

General Services Manager provided a review of the Capitol Improvement Program.

MOTION: Commissioner Mead moved to approve the Five-Year Capitol Improvement Program Fiscal Years 2019-20 thru 2023-24 and making the finding that is consistent with the City of Atwater General Plan. The motion was seconded by Commissioner Borgwardt and the vote was: Ayes: Warchol, Mead, Daugherty, Borgwardt, Nelson; Noes: None; Absent: None. The motion passed.

COMMISSION MATTERS:

Commission Comments

Chairperson Nelson encouraged all Commissioners to review the agenda in advance to be able to address staff if they have questions prior to the meeting allowing staff suitable time to find them an answer. He thanked the Mayor for announcing that the City is going to provide the Commissioners with some in-house training (League – 2020). Nelson advised all commissioners to read the Planning Commission Guidebook provided by the City, particularly the section on Ex-parte Communications. Nelson also reminded them to advise the public to attend meetings if they would like to discuss any item that will go before the Commission. He stated that Commissioners should not participate in discussion of projects/agenda items with other Commissioners outside of the City.

Vice Chairperson Daugherty expressed his frustration with applicants not showing up to the meetings if they are on the agenda. He stated that they need to make themselves available for questions if the Commissioners were to have any.

Commissioner Mead stated that she has visited other cities that allow Cannabis Businesses and went to multiple different dispensaries, in multiple cities and was very impressed by the professionalism of the businesses. She says the security each business has for their dispensaries is great and most have security guards at the doors. She also said say that proof of I.D. is required before entering the area of any cannabis products.

Commissioner Borgwardt said thank you for the opportunity to be on the Planning Commission and is excited to see what is to come. He expressed that he has been getting involved in many ways with the City and is happy to be doing so.

ADJOURNMENT:

The meeting adjourned at 7:32 PM.



Chairperson, Mike Nelson

By: Jacquy Lopez,
Recording Secretary



**CITY COUNCIL
AGENDA REPORT**

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Lori Waterman, City Manager
Jeanna Del Real, Human Resources Director

SUBJECT: Resolution approving and ratifying Side Letter of Agreement with Atwater Police Officers Association and amending Community Services Officer job classification

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

- Adopt Resolution No. 3107-19 approving and ratifying Side Letter of Agreement, in a form approved by the Interim City Attorney, between the City of Atwater and the Atwater Police Officers Association, pertaining to elimination of furlough days; authorizes and directs the City Manager to execute the Agreement on behalf of the City; and amending City of Atwater Classification Plan regarding Community Services Officer.

I. BACKGROUND:

The City of Atwater (“City”) and the Atwater Police Officers Association (“APOA”) representing sworn and unsworn members entered into its most recent Memorandum of Understanding (MOU) on March 25, 2019.

II. ANALYSIS:

The MOU required the City and the APOA to continue to meet to discuss transitioning away from the mandatory twenty-six (26) furlough days per fiscal year. The APOA classifications that are subject to furloughs are Community Services Officers and Records Clerks.

Furlough days for all other bargaining units were eliminated effective the first pay period following adoption of Fiscal Year 2019-20 Budget (July 11, 2019). The City and the APOA met on July 12, 2019 to discuss modifications to the Community Services Officer job

classification and elimination of furlough days for the Community Services Officers and Records Clerks.

On July 22, 2019, the City was notified that the APOA is in favor of elimination of furlough days. On August 7, 2019, the City and the APOA agreed upon the modifications to the Community Services Officer job classification. The substantive modifications to the Community Services Officer job classification include “safe handling of evidence fire arms” and enhanced the special requirements to add training in both the powers and duties of a humane officer and POST level Crime Scene Investigation course work within one year of appointment.

III. FISCAL IMPACTS:

The fiscal impacts associated with elimination of the furloughs are included in Fiscal Year 2019/20 budget.

IV. LEGAL REVIEW:

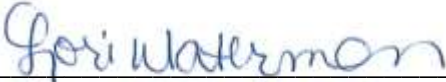
The Side Letter of Agreement has been forwarded to the Interim City Attorney’s Office for review.


V. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VI. STEPS FOLLOWING APPROVAL:

Upon approval of the Side Letter Agreement, staff will route for signatures and the furloughs for the Community Services Officers and Records Clerks will be eliminated effective August 22, 2019.

Submitted and
Approved by: 
Lori Waterman, City Manager

Submitted by: 
Jeanna Del Real, Human Resources Director

Attachments:

1. Resolution No. 3107-19
2. Exhibit A to Resolution - Side Letter of Agreement
3. Exhibit B to Resolution – Community Services Officer job classification



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3107-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND RATIFYING SIDE LETTER OF AGREEMENT WITH ATWATER POLICE OFFICERS ASSOCIATION (APOA) BARGAINING UNIT AND AMENDING CITY OF ATWATER CLASSIFICATION PLAN REGARDING COMMUNITY SERVICES OFFICER

WHEREAS, the Atwater Police Officers Association (“APOA”) represents sworn and non-sworn employees of the Atwater Police Department; and

WHEREAS, the City of Atwater (“City”) and APOA entered into its most recent Memorandum of Understanding (“MOU”) on March 25, 2019; and

WHEREAS, the MOU required the City and the APOA to continue to meet to discuss transitioning away from the mandatory twenty-six (26) furlough days per fiscal year for the Community Services Officers and Records Clerks (non-sworn classifications). The City was notified on August 7, 2019 that the APOA approved the proposed Side Letter of Agreement; and

WHEREAS, the City Council approves the Classification Plan; and

WHEREAS, staff is recommending amending the City’s Classification Plan to modify the Community Services Officer job classification. The City and the APOA have engaged in the required meet and confer process as this classification is included in the APOA MOU.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve and ratify the Side Letter Agreement, **EXHIBIT "A"** attached hereto and made a part herein.

BE IT FURTHER RESOLVED, that the City Council of the City of Atwater does hereby authorize and direct the City Manager to sign any documents and to take any necessary measures required to implement the provisions of the APOA MOU affected by the Side Letter Agreement upon review by the City Attorney.

BE IT FURTHER RESOLVED, that the City Council of the City of Atwater does hereby amend the City of Atwater Classification Plan to amend the Community Services Officer job classification as described in **EXHIBIT “B,”** attached hereto and made a part herein.

The foregoing resolution is hereby adopted this 12th day of August 2019.

AYES:

NOES:

ABSENT:

APPROVED

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG, CITY CLERK

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF ATWATER (CITY) AND ATWATER POLICE OFFICERS ASSOCIATION (ASSOCIATION), PERTAINING TO ELIMINATION OF FURLOUGH DAYS

The City and Association have reached an agreement concerning certain matters pertaining to terms and conditions of employment for Non-Sworn employees covered under the Memorandum of Understanding (MOU) as they may apply to the Association, to wit, elimination of furlough days. These terms and conditions are as follows:

Section 7.2.3(B): Community Services Officers; is amended to add the following:

Furlough days and any loss of compensation or benefits created by the associated reduction in work hours, shall be eliminated effective the pay period beginning August 22, 2019. Community Service Officers will return to a five (5) day work week, Monday through Friday, with Regular Full-Time employees working eight (8) hours each day.

Section 7.2.4(B): Records Clerks; is amended to add the following:

Furlough days and any loss of compensation or benefits created by the associated reduction in work hours, shall be eliminated effective the pay period beginning August 22, 2019. Records Clerks will return to a five (5) day work week, Monday through Friday, with Regular Full-Time employees working eight (8) hours each day.

The remainder of the Memorandum of Understanding with regard to all other matters shall remain in full force and effect until a new Memorandum of Understanding has been enacted.

The foregoing agreement is hereby approved this 12th day of August 2019.

FOR THE ASSOCIATION:

FOR THE CITY:

Dave Sarginson, Association President
Atwater Police Officers Association

Lori Waterman, City Manager
City of Atwater

Tony Silva, Labor Representative
Goyette & Associates, Inc.

Jeanna Del Real
Human Resources Director
City of Atwater

Jose M. Sanchez, Interim City Attorney
City of Atwater

COMMUNITY SERVICES OFFICER

DEFINITION

Under general supervision, to assist with law enforcement activities in non-emergency situations; to provide a variety of support for general law enforcement and investigative functions; to develop and maintain police community relations efforts; to perform animal control functions and services; and to do related work as required. Serves as Disaster Service Worker. FLSA Status: Non-exempt. Bargaining Group: APOA **(Non-Sworn)** Miscellaneous Unit.

DISTINGUISHING CHARACTERISTICS

This is the entry and working level Community Services Officer classification. Incumbents conduct traffic accident investigations/reconstructions and participate in crime scene responses to collect evidence. In addition, they conduct crime and accident investigations, as well as other special assignments such as registration of arson, narcotics, and sex offenders and animal control functions. It may be necessary to work weekends and unusual shifts.

REPORTS TO

Police Sergeant, or other law enforcement management/supervisory staff, or as assigned.

CLASSIFICATIONS SUPERVISED

This is not a supervisory class.

ESSENTIAL FUNCTIONS

Assists with inquiries made by telephone and in person regarding department information and police functions; takes non-accident reports regarding issues such as petty thefts, grand thefts, vehicle burglaries, runaways, and annoying or obscene calls; prepares informational and supplemental reports; signs-off traffic citations; assists with scheduling and establishing Neighborhood Watch programs; handles the vehicle abatement program; handles all types of crime reports for incidents not currently in progress including follow-up on additional information requirements; takes non-injury accident reports; issues parking citations; handles animal complaints; picks up animals; issues citations for animal control violations; transports animals to impounding facilities; assists in the records division as needed; assists with the processing of search warrants, check cases, and other related duties; serves as the custodian of the evidence; receives, categorizes, stores, and maintains custody of a wide variety of evidence, property, weapons, and other items in accordance with applicable local, state, and federal laws and regulations; releases evidence and property to the Crime Lab and

to sworn staff for court purposes, rightful owners upon authorization, and to contract vendors for auction purposes; maintains comprehensive records related to evidence and property; collects and compiles statistical data; completes police reports regarding criminal, civil, traffic, or other incidents; solicits community participation and support in crime prevention efforts; presents information on City law enforcement and crime prevention efforts to citizen groups, businesses, and homeowners; may testify in court regarding evidence and information collected; and may be assigned to a variety of special projects.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; climb stairs and ladders; walk on sloped, uneven, and slippery surfaces; stoop, bend over, and kneel; crawl through various areas on hands and knees; sufficient manual dexterity and eye-hand coordination to work with special equipment during emergency situations; lift and move objects weighing up to 100 lbs., with assistance; maintain corrected hearing and vision to normal range; verbal communication; use of office equipment including computer, telephone, calculator, copiers, and FAX and special equipment related to traffic accident investigations.

TYPICAL WORKING CONDITIONS

Work is performed in an office and outdoor environments; work is performed in a variety of temperatures and weather conditions; may handle items containing odors, chemicals, blood, and bodily fluids; exposure to hazardous and bio-hazardous materials; **safe handling of evidence fire arms**; continuous contact with other staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic knowledge of law enforcement methods, practices, and procedures including patrol, crime prevention, search and seizure, and investigations.
- Basic techniques and practices of property and evidence processing, storage, and disposition.
- Principles and practices of workplace safety.
- First aid methods and techniques.
- Correct English usage, spelling, grammar, and punctuation.
- Good public relations techniques.

Ability to:

- Use and care for department equipment and specialized computer diagramming programs.
- Perform a variety of law enforcement and investigative support work.
- Learn to interpret and apply pertinent operating policies, procedures, and functions of the City.

- Read, understand, and interpret laws and regulations regarding evidence.
- Use sound judgment in handling sensitive material.
- Learn to effectively process, handle, store, and dispose of evidence and property.
- Observe incidents and situations, accurately remembering names, faces, numbers, circumstances, and places.
- Gather and organize data and information and prepare clear, comprehensive reports.
- Learn to interview and secure information from witnesses and suspects.
- Use a computer keyboard and other specialized equipment to evaluate data and information.
- Perform a variety of office support work.
- Deal tactfully and courteously with the public and other staff.
- Establish and maintain cooperative working relationships.

Training and Experience:

- One (1) year of office, animal control, dispatcher, or law enforcement support work experience in a position having substantial public contact.

SPECIAL REQUIREMENTS

- None.—**Incumbent(s) shall be provided 40 hours of training in California humane laws, relating to the powers and duties of a humane officer (equivalent of Humane Society Animal Law Enforcement Academy) and 80 hours of POST Crime Scene Investigation course work, to be paid by the City, within one (1) year of appointment.**

Education:

- Equivalent to graduation from high school. Additional course work or training in forensic science or crime scene investigation is highly desirable.

License:

- Possession of a valid California driver's license.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The City of Atwater assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a meet and confer process and are subject to the Memorandum of Understanding currently in effect.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Jeanna Del Real, Human Resources Director

SUBJECT: Resolution authorizing workers' compensation coverage for off-duty peace officers injured out of state

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

- Adopt Resolution No. 3105-19 authorizing workers' compensation coverage for off-duty peace officers injured out of state.

I. BACKGROUND:

Labor Code Section 3600.2 was amended by Assembly Bill 1749 in 2018, to allow a peace officer employer to accept liability for workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, if the employer determines that providing compensation serves the public purposes of the employer.

II. ANALYSIS:

The City is a member of the Central San Joaquin Valley Risk Management Authority ("CSJVRMA"). Through this membership, the City is participating in the workers' compensation program. The City's workers' compensation insurance carrier, Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), has amended its Memorandum of Coverage to provide coverage for peace officers who sustain a bodily injury or occupational illness while out of state under the circumstances described in Section 3600.2, but only if, prior to the occurrence, the governing board of the covered member has adopted a resolution under Section 3600.2, subsection (b)(4), accepting liability for such injury and or illness under the California workers' compensation law.

Coverage will not apply if, at the time of the occurrence, the peace officer was suspended from peace officer duty or otherwise not in good standing as a peace officer.

III. FISCAL IMPACTS:

Fiscal impacts associated with this item are unknown at this time.

IV. LEGAL REVIEW:

The proposed resolution has been reviewed by the Interim City Attorney's Office.

V. POLICY ALTERNATIVES:

Should the City Council decide not to adopt Resolution No. 3105-19, the City's police officers will not be afforded workers' compensation coverage if they are injured while engaging in peace officer duties while out of state.

VI. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

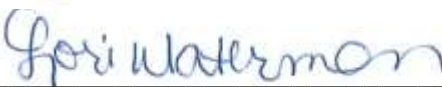
VII. ENVIRONMENTAL REVIEW:

The project is categorically exempt under provision of the California Environmental Quality Act.

VIII. STEPS FOLLOWING APPROVAL:

Upon adoption of Resolution No. 3105-19, staff will provide a certified copy to place on file with the CSJVRMA.

Submitted by: 
Jeanna Del Real, Human Resources Director

Approved by: 
Lori Waterman, City Manager

Attachments:

- o Resolution No. 3105-19



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3105-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING WORKERS' COMPENSATION COVERAGE FOR OFF-DUTY PEACE OFFICERS INJURED OUT OF STATE

WHEREAS, Labor Code Section 3600.2 was amended by Assembly Bill 1749 in 2018, to allow a peace officer employer to accept liability for workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, if the employer determines that providing compensation serves the public purposes of the employer; and

WHEREAS, the City's workers' compensation insurance carrier, Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), has amended its Memorandum of Coverage to provide coverage for peace officers who sustain a bodily injury or occupational illness while out of state under the circumstances described in Section 3600.2, but only if, prior to the occurrence, the governing board of the covered member has adopted a resolution under Section 3600.2, subsection (b)(4), accepting liability for such injury and or illness under the California workers' compensation law; and

WHEREAS, the City desires to accept workers' compensation liability for peace officers who sustain an injury or illness while out of state in accordance with Labor Code Section 3600.2 and the LAWGX Memorandum of Coverage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Atwater as follows:

1. The City authorizes and agrees to accept liability for workers' compensation benefits under California Labor Code, Division 4 for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of the City. This resolution is adopted pursuant to Labor Code Section 3600.2, subsection (b)(4).

2. The City finds and determines that providing workers' compensation benefits in the circumstances described in paragraph 1 serves the public purposes of the City.
3. This coverage shall not apply if, at the time of the occurrence, the peace officer was suspended from peace officer duty or otherwise not in good standing as a peace officer.
4. This coverage applies only to a peace officer as defined at Government Code Section 50920.
5. This coverage applies to occurrences that happen on or after July 1, 2019.

The foregoing resolution is hereby adopted this 12th day of August 2019.

AYES:
NOES:
ABSENT:

APPROVED:

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Vernice Haddix, Public Works Director

SUBJECT: Resolution authorizing Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2018/19

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council:

- Adopt Resolution No. 3106-19, authorizing and directing the City Manager to execute and file the Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2018/2019.

I. BACKGROUND:

Annually, Merced County Association of Governments (MCAG) provides the City of Atwater ("City") the opportunity to participate in the exchange of unobligated federal transportation funds for state funds under the Regional Surface Transportation Program (RSTP) Exchange Funds Program. Exchanging federal funds for state funds provides for more flexibility in the use of such transportation monies.

The claim form requires the City to designate project(s) that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highway Code. Last year's projects included, "Traffic Signal Synchronization; and Traffic Signal Upgrade at Winton Way and Juniper Avenue". RSTP funds were allocated as a local match in accordance with "Traffic Signal Synchronization CMAQ project. RSTP funds were also utilized to complete a portion of Preliminary Engineering for the Traffic Signal Upgrade at Winton Way and Juniper Avenue project.

II. ANALYSIS:

The allocation of RSTP exchange funds to each jurisdiction is calculated by population. In order to obtain these funds as quickly as possible, it is necessary to file an exchange claim form with an authorizing resolution from the City Council. The claim form and resolution must be filed and returned to MCAG for processing. The MCAG Governing Board adopted their resolution approving the disbursement of FY 2018/2019 RSTP funds at their June 20, 2019 meeting.

III. FISCAL IMPACTS:

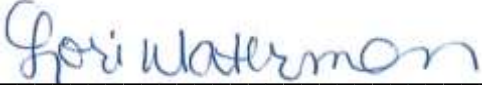
By adopting this resolution and filing an exchange form, the City will receive \$354,586.

IV. STEPS FOLLOWING APPROVAL:

Upon adoption of the resolution, the City Manager shall execute and file the Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2018/2019.

Prepared by: Julia Coronado, Project Accountant

Submitted by: 
Vernice Haddix, Public Works Director

Approved by: 
Lori Waterman, Interim City Manager

Attachments:

1. Resolution No. 3106-19.
2. Exhibit A to Resolution No. 3106-19 – Claim Form



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3106-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE THE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS CLAIM FOR FISCAL YEAR 2018-19

WHEREAS, the the Merced County Association of Governments (MCAG) and the California Department of Transportation (CalTrans) have entered into a Standard Agreement contract to exchange unobligated balances of federally funded Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS, CalTrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2-years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS, MCAG is the designated MPO for Merced County; and

WHEREAS, the Annual RSTP Exchange Program fund apportionment is an estimate and subject to change during the fiscal year (FY) due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional action (i.e. rescissions); and

WHEREAS, a FINAL RSTP Exchange apportionment amount is published at the end of the FY 18/19 and can be different than the ESTIMATE RSTP Exchange apportionment figure; and

WHEREAS, annually, CalTrans sends MCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS, MCAG applies a RSTP population based distribution formula using current Department of Finance (DOF) population estimates (May 2019) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to MCAG member jurisdictions; and

WHEREAS, the City of Atwater has an ESTIMATE RSTP Exchange Program fund apportionment amount available to claim in FY 18/19 of \$354,586; and

WHEREAS, payment of the ESTIMATE RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between MCAG and CalTrans, as well as the MCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c)

of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS, if the FINAL RSTP Exchange apportionment figure is higher for FY 18/19 than the ESTIMATE RSTP Exchange apportionment figure, CalTrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before MCAG could instruct the Merced County Auditor Controller’s Officer to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS, if the FINAL RSTP Exchange apportionment figure is lower for FY 18/19 than the ESTIMATE RSTP Exchange apportionment amount, CalTrans does not have to revise the RSTP Exchange contract with the lower amount before MCAG could recalculate the available RSTP Exchange Program funds using the same population based formula and then instruct the Merced County Auditor Controller’s Officer to distribute the lower FY 18/19 FINAL RSTP Exchange program fund amount to member agencies; and

WHEREAS, the City of Atwater has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS, it is deemed in the best interest of the City of Atwater that the City Manager be authorized to sign the RSTP exchange fund claim for FY 18/19 and to submit said claim to MCAG for processing.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized and directed to sign and file the above described RSTP exchange fund claim, attached hereto as **Exhibit “A,”** on behalf of the City of Atwater for the amount of \$354,586.

The foregoing resolution is hereby adopted this 12th day of August 2019.

AYES:
NOES:
ABSENT:

APPROVED:

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG
CITY CLERK



PH: 209.723.3153
 FAX: 209.723.0322
www.mcagov.org
 369 W, 18th Street
 Merced, Ca. 93540

**Claim to the Merced County Association of Governments
 for Regional Surface Transportation Program (RSTP) Funds in Exchange for
 State Highway Account Funds FY 2018/2019**

Claimant: **City of Atwater**

FY 18/19 Claim Amount: **\$354,586**

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. (☒)
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. We are designating these funds to assist in the Winton Way Reconstruction Project between Broadway and Bellevue Road. <ul style="list-style-type: none"> • Curb and Gutter • Wheelchair Ramps • Pavement Repairs RSTP funds will be utilized for a portion of pavement, curb and gutter reconstruction	\$354,586	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>

It is understood by this claimant (**City of Atwater**) that payment of this claim is subject to approval by the MCAG Governing Board and must be in accordance with the MCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from MCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to MCAG for credit to the special account described above.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Signature of Chief Financial Officer

Print Name



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Jeanna Del Real, Human Resources Director

SUBJECT: Resolution approving Government Crime Policies and establishing policy limits for City Officers and Employees

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

- Adopt Resolution No. 3104-19 approving Government Crime Policies for the purpose of bonding City officers and employees and establishing policy limits.

I. BACKGROUND:

California Government Code (“Government Code”) §36518 requires City Council by resolution to establish the penal sum of the bond for the positions of City Clerk and City Treasurer. Government Code §36519 provides that the City Council may require bonds of any other officer or employee of the city. Government Code §37209 requires execution of a bond by a Director of Finance where duties imposed by law upon the City Clerk are transferred to a Director of Finance.

Government Code §1480 provides that every officer agent or employee not required by statute to give an official bond may be require to give an individual official bond or other form of individual bond in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county, or municipality by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves.

II. ANALYSIS:

Chapter 2.04, Section 2.04.030 of the Atwater Municipal Code (“AMC”) requires the City Manager shall furnish a corporate surety bond to be approved by the City Council in such sum as may be determined by said City Council and shall be conditioned upon the faithful

performance of the duties imposed upon the City Manager as herein prescribed. Any premium for such bond shall be a proper charge against the City.

Government Code §1463 states a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, may be provided as an alternative to the official bond by any county or city. Government Code §1481 states a master bond may be used to provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed.

The City is a member of the Central San Joaquin Valley Risk Management Authority (“CSJVRMA”). Through this membership, the City is participating in a Crime Program via Alliant Crime Insurance Program (“ACIP”). The City received notice on July 30, 2019 that ACIP is expanding program coverage to include the following endorsements:

- Add Faithful Performance of Duty coverage for Government Employees
- Bonded Employees Exclusion Deleted endorsement
- Include Volunteer Workers as Employees
- Include Specified Non-Compensated Officers as Employees (ALL)
- Include Chairperson and Members of Specified Committees (ALL)
- Include Designated Persons or Classes of Persons as Employees – Any Director or Trustees of any of those named as insured; any board member of any of those named as insured; any elected or appointed officials
- Include Treasurers or Tax Collectors as Employees
- Include Leased Workers as Employees Endorsement

The City’s coverage through ACIP is \$1,000,000 with a \$2,500 deductible.

The City’s current practice is to purchase faithful performance bonds for \$25,000 of coverage limits for AMC required positions through a broker. If the City’s intent is to cover positions such as City Treasurer, City Manager, and other positions expressed in the AMC that the City is required to cover by a surety bond, the City Council will need to adopt a resolution that authorizes coverage via ACIP in lieu of the surety bond.

III. FISCAL IMPACTS:

Should the City Council adopt Resolution No. 3104-19, the City would realize a savings of \$840 for Fiscal Year 2019/20 as the City would no longer be required to purchase surety bonds. Since the City already participates in the ACIP, no additional costs are required. The fiscal impacts associated with this agenda item have been reviewed by the Finance Department.

IV. LEGAL REVIEW:

The proposed resolution has been reviewed by the Interim City Attorney’s Office.

V. POLICY ALTERNATIVES:

Should the City Council decide not to adopt Resolution No. 3104-19, the City will continue to purchase faithful performance surety bonds for AMC required positions.

VI. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VII. ENVIRONMENTAL REVIEW:

The project is categorically exempt under provision of the California Environmental Quality Act.

VIII. STEPS FOLLOWING APPROVAL:

Upon adoption of Resolution No. 3104-19, staff will provide a certified copy to place on file with the CSJVRMA.

Submitted by: Jeanna Del Real
Jeanna Del Real, Human Resources Director

Approved by: Lori Waterman
Lori Waterman, City Manager

Attachments:

- o Resolution No. 3104-19



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3104-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING GOVERNMENT CRIME POLICIES FOR THE PURPOSE OF BONDING CITY OFFICERS AND EMPLOYEES AND ESTABLISHING POLICY LIMITS

WHEREAS, California Government Code §36518 requires City Council by resolution to establish the penal sum of the bond for the positions of City Clerk and City Treasurer; and

WHEREAS, California Government Code §36519 provides that the City Council may require bonds of any other officer or employee of the city; and

WHEREAS, California Government Code §37209 and Atwater Municipal Code §2.40.010 requires execution of a bond by a Director of Finance where duties imposed by law upon the City Clerk are transferred to a Director of Finance; and

WHEREAS, California Government Code §1480 provides that every officer agent or employee not required by statute to give an official bond may be require to give an individual official bond or other form of individual bond in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county, or municipality by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves; and

WHEREAS, Atwater Municipal Code §2.04.030 requires the City Manager to furnish a surety company bond to be approved by the Council in such sum as may be determined by the City Council; and

WHEREAS, California Government Code §1463 states... a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, may be provided as an alternative to the official bond by any county or city, subject to approval by the presiding judge of the superior court and recording and filing as provided in §§1457 to 1460.1, inclusive. An insurance policy procured pursuant to this section may be used as a master bond as though it were an official bond, subject to approval of the appointing power or the legislative body as provided in §1481; and

WHEREAS, California Government Code §1481 (b) provides that notwithstanding any other provision of law when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed who is required by statute regulation, the appointing power, the governing board of a local public agency, or the board of supervisors of a chartered or general law county to give bond; and

WHEREAS, California Government Code §1481 (c) provides that a master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency and shall inure to the benefit of the appointing power, state, or local public agency by whom the officer, employee, or agent is employed as well as the officer or officers under whom the employee or agent serves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Atwater as follows:

1. That the City Council deems it expedient that the bonding requirements for public officers and employees required by California Government Code, Atwater Municipal Code, or City Council Resolution, shall be in the form of a Government Crime Insurance Policy that provides coverage for the City of Atwater officers and employees;
2. That the limits of the Government Crime Policy shall be at least \$1,000,000 per occurrence for employee theft, with a deductible amount of not more than \$2,500 per occurrence, with sub-limits for other forms of loss covered by the policy as deemed appropriate; and
3. That the premiums shall be paid by the City.

The foregoing resolution is hereby adopted this 12th day of August 2019.

AYES:
NOES:
ABSENT:

APPROVED:

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Michael Salvador, Chief of Police
Vernice Haddix, Public Works Director

SUBJECT: Approving specifications and authorizing advertising and call for bids for the Purchase of Three New 2019 Ford Fusion Plug-In Hybrid Electric Vehicles

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

- Approve specifications and authorize advertising and call for bids for the Purchase of Three (3) New 2019 Ford Fusion Plug-In Hybrid Electric Vehicles, Bid Call No. 680-19.

I. BACKGROUND:

On February 25, 2019, the City Council adopted resolution 3072-19 authorizing the City to apply for a grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) to purchase new electric, plug-in hybrid, or alternative fueled vehicles. The application was completed, and the City was awarded the grant on June 28, 2019.

II. ANALYSIS:

Staff seeks to leverage grant funding from the San Joaquin Valley Air Pollution Control District to purchase three (3) plug-in hybrid electric vehicles. These vehicles will promote clean air alternative-fuel technologies and the use of low-or zero-emission vehicles in the City's fleet. The purchase will also allow the retirement of three (3) older inefficient vehicles. Staff anticipates the new vehicles will save the City approximately \$3,000 per year in operation costs over the traditional vehicle. The grant provides funding in the amount of \$20,000 per vehicle up to a maximum of \$100,000 per calendar year.

In accordance with the City of Atwater Purchasing System Manual, Section 7, Purchasing greater than or equal to \$25,000, Formal Contract Procedures (Formal Bid), prior to

initiating the bid process, approval to go out to bid must be granted by the City Council. The request shall provide specifications for the item to be purchased with as much detail as possible so that the Council can understand the nature of the proposed purchase. Staff has prepared bid call package/specifications (**EXHIBIT “A”**) for City Council approval. The new vehicles will be purchased for Public Works and the Police Department. The estimated cost for each vehicle is \$35,769.

III. FISCAL IMPACTS:


The City will be fiscally responsible for approximately \$15,769 for each vehicle. These amounts are budgeted in Fiscal Year 2019-20 Budget, in both the Enterprise Funds and the Public Safety Transactions and Use Tax. Reimbursement (\$20,000 each vehicle for a total of \$60,000) will be received after the new vehicles are purchased and all required documents are submitted to the SJVAPCD.

IV. EXISTING POLICY:

This item is a step to complete the fleet component of the Police Department’s strategic plan presented on April 8th, 2019.

V. STEPS FOLLOWING APPROVAL:

Staff will publish and issue the notice inviting bids for Bid Call 680-19. After Bids are received, staff will return to City Council to request a purchase award.

Submitted by: 
Michael Salvador, Chief of Police

Submitted by: 
Vernice Haddix, Public Works Director

Approved by: 
Lori Waterman, City Manager

Attachments:

- Bid Call Package/Specifications

CITY OF ATWATER
CALL FOR BIDS:

**THREE (3) NEW 2019 FORD FUSION
PLUG-IN HYBRID ELECTRIC VEHICLES**

BID CALL NO. 680-19

Notice is hereby given that sealed bids will be received at Atwater City Hall until **2:00 PM** local time, on **Thursday, August 29, 2019** at which time they will be publicly opened and read for the furnishing and delivering of Three (3) New 2019 Ford Fusion plug-in hybrid electric vehicles. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked "Three (3) New 2019 Ford Fusion Plug-in Hybrid Electric Vehicles, Bid Call No. 680-19" and bid submittal deadline date on the outside and mailed or delivered to:**

City of Atwater
City Clerk's Office
750 Bellevue Road
Atwater, California

Contact: Michael Salvador, Chief of Police
Phone: 209-357-6298
Fax: 209-358-5256
[E-Mail: msalvador@atwater.org](mailto:msalvador@atwater.org)

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the City Clerk's office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, AUGUST 29, 2019

BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME CLOCK READS 2:00 P.M.

By order of the City Council of the City of Atwater, State of California on August 12, 2019

/s/ Lucy Armstrong

LUCY ARMSTRONG
City Clerk

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**SECTION 1
TECHNICAL SPECIFICATIONS**

PURCHASE OF THREE (3) NEW FORD FUSION PLUG-IN HYBRID ELECTRIC VEHICLES

The City of Atwater received a grant from the San Joaquin Valley Air Pollution Control district for the purchase of three (3) new 2019 Ford Fusion Energi plug-in hybrid electric vehicles.

The following specifications will be considered as minimum. The vehicles shall be of new, current Manufacture, model year 2019. The units shall be delivered completely assembled, serviced and ready to operate.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and can supply the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must INCLUDE all the specifications and options that are initialed or offered by the bidder.

Specifications:

Bidders Initials

Vehicle Type

1) _____ Base Vehicle POS Base Vehicle Price (POS)

Packages

2) _____ 850A Equipment Group 850A

Includes:

- Engine: 2.0L iVCT Atkinson Cycle I-4 Hybrid
- Transmission: eCVT
- Tires: P225/50R17

- Wheels: 17" Sparkle Silver Painted Aluminum

- Leather-Trimmed Heated/Cooled Sport Bucket Seats

Includes 10-way power front seats (fore/aft, up/down, tilt, recline, 2-way power lumbar) with

memory settings and 4-way front seat head restraints.

- Radio: AM/FM Stereo w/CD

Includes (2) driver configurable 4.2" LCD displays, Sony premium sound system with 12 speakers,

HD Radio and SiriusXM radio with a 6-month prepaid subscription.

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" center LCD capacitive touchscreen with swipe capability,

AppLink, 911 Assist, Apple CarPlay, Android Auto and 2 smart charging USB ports.

- Voice-Activated Touchscreen Navigation System

Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link with

5-year prepaid
subscription.

POWERTRAIN

6) _____ 99U Engine: 2.0L iVCT Atkinson Cycle I-4 Hybrid

TRANSMISSION

7) _____ 44J Transmission: eCVT.

WHEELS / TIRES

8) _____ STDTR Tires: P225/50R17 ISTDWL Wheels: 17" Sparkle Silver Painted
Aluminum

SEATS & SEAT TRIM

9) _____ K Leather-Trimmed Heated/Cooled Sport Bucket Seats

ACCEPTABLE VEHICLE COLORS

10) _____ Oxford white, Magnetic, Iconic Silver, Black

Additive items from the base bid and separately from each other, The City of Atwater may at its discretion elect to purchase any or none of the following items. These items are to be considered additives to the base bid.

- 1) Three-year extended warranty
- 2) Model Year 2019 (preference will be granted to vehicles that are available for immediate delivery)

All equipment cataloged as standard from the factory shall be furnished by the factory and included in the purchase price. All requested options which part of any standard package are not shall be furnished and installed by the factory unless otherwise specified and shall also be included in the purchase price. Options which the factory is unable to furnish will be subject to approval or rejection by the City.

**SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST**

1. Calendar

- | | |
|---|-----------------|
| a. Availability of Invitation for Bid | August 13, 2019 |
| b. Submittal of Questions / Corrections | August 23, 2019 |
| c. Closing Date for Invitation for Bid | August 29, 2019 |

2. Submittal Checklist

a. Signature Sheet	Attachment A	Section 3.1.a
b. Bid Cost Sheet	Attachment B	Section 3.1.a
c. Reference List	Attachment C	Section 3.4
d. Subcontractor List	Attachment D	Section 4.17
e. Federal Clauses	Attachments E - J	

SECTION 3 INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

- a. Bid must be submitted on the form(s) provided by and made available to The City of Atwater, City Clerk's Office 750 Bellevue Rd Atwater, CA 95301. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the City.

- b. **All bids shall be presented under sealed cover, clearly identified on the outside to read:**

- **Name of the bidder**
- **Address of the bidder**
- **Subject of the Bid**
- **Bid Submittal Deadline Date**

- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.

- d. All bids shall remain firm for at least sixty (60) calendar days after Bid Submittal Deadline unless otherwise specified. Within sixty (60) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.

- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected, and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the City, nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation for Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **August 23, 2019**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the City of Atwater to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the City's designated contact person or any other City staff member concerning this proposal is not binding on the City and shall in no way modify this proposal or the obligations of the City or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be made in writing only and directed to the designated City staff person as shown. Contact with any other City personnel or any undue "badgering" of such City personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. **Bid Submittal Deadline**

The bid must be received by the City of Atwater no later than **2:00PM, local time on Thursday, August 29, 2019. BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the City, the City reserves the right to accept such bid.

4. **References**

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

**SECTION 4
GENERAL TERMS AND CONDITIONS**

1. **Bid Rejection/Waiver of Informalities**

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The City's decision shall be final. The City's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. **Bonding Requirements**

NO BOND WILL BE REQUIRED

3. **Condition of Equipment Bid**

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. **Brand Names**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the City of Atwater as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. Payments, Invoicing and W-9 Certification Form

Payment will be made within 30 days of delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the City.

Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days.

6. Delivery Hours

Any necessary delivery will be accepted from 9:00 a.m. to 3:00 PM, Monday through Friday. If needed, the bidder shall state the approximate delivery date.

7. Damage of Items

All damages pursuant to items received by City due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Bids

Alternate bids cannot be considered due to the guidelines of the grant award.

9. Cash Discount

N/A

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually

comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. F.O.B. Point

If necessary, F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER
POLICE DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301**

14. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Cities' Public Works Department. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be in writing only and directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

15. Request for Changes

The City reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. Insurance

Bidder shall have normal liability workers compensation insurance for this project.

17. Qualification of Bidder

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid the successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law.

20. Cancellation of Purchase Order and/or Contract

The City may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (30) CALENDAR DAYS FROM DATE OF BID OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates based on handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to

be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

25. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The City is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the City is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or bidder because of the unauthorized use of such items.

28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

SECTION 5 AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the City;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The City reserves the right to:

- a. Award bids received based on individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the City.

An evaluation of the bidder's ability, quality, and performance as set forth under Section

5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the City of Atwater City Clerk's Department within three (3) working days following the City's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the City will be based on the evaluators' determinations of your company's submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the City, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the City's Invitation for Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available if an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation for Bid and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to City's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

City of Atwater
Attn: City Clerk
750 Bellevue Road
Atwater, Ca 95301

All protests in relationship to the City's intended award decision must be received by the City Manager no later than seven (7) working days following the City's U.S. postal mail, facsimile, or email of the "Notice of Intent to Award" to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the City Council stating their concerns. The decision of the City Council constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, or City Council, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

If a protesting Bidder does not appear at the protest hearing as scheduled by City of Atwater, the protest will be disallowed.

ATTACHMENT A
SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax : _____

County Business License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID
ATTACHMENT B
BID SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item No.	Qty	Description	Price
1.	3	FORD FUSION ENERGI TITANIUM	
2	3	TAXES AND APPLICABLE FEES	
TOTAL			\$
DATE		SIGNATURE:	

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT C
REFERENCE LIST

1) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Michael Salvador, Chief of Police

SUBJECT: **Approving a Cooperative Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the lease of eight vehicles**

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

1. Award a four year Cooperative Master Equity Lease Agreement, in a form approved by the Interim City Attorney, in the amount of \$385,718, with Enterprise Fleet Management, Inc. for the lease of eight (8) vehicles; and
2. Authorize and direct the City Manager to execute the Agreement on behalf of the City.

I. BACKGROUND:

On July 8, 2019, the City Council approved the Fiscal Year 2019-20 budget. This budget contained a line item of \$100,000 in the Public Safety Transactions Use Tax budget for a fleet replacement lease. This item executes the direction Council gave with the passage of the budget.

This item also executes a goal of the Police Department Strategic Plan by lowering the average age of the fleet by a minimum of five years and replacing severely outdated patrol, detective, and administrative vehicles that have completed their life cycle.

II. ANALYSIS:

In accordance with the City of Atwater Purchasing System Manual, Section 9, Procurement Methods, "Cooperative Purchases," the City may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process similar to the City's Formal Contract Procedure. National Joint Powers Alliance ("NJPA"), a public agency serving as

a national municipal contracting agency, released a Request for Proposals (“RFP”) for the procurement of Fleet Management Services (**EXHIBIT “A”**). Enterprise Fleet Management, Inc. (“Enterprise”) was awarded the contract (**EXHIBIT “B”**).

Staff seeks to leverage the fiscal power of using leases. Leasing vehicles allow the City to minimize the exposure of large capital costs while effectively managing fleet assets. At the end of the lease period, the City can choose to purchase the vehicles for a dollar and keep them or return them for new vehicles using the residual value as a down payment. All police vehicles will be fully equipped and ready for service when delivered.

The Master Equity Lease Agreement (“Agreement”) (**EXHIBIT “C”**) will provide the following vehicles to the City: 4 marked Dodge Charger Patrol Vehicles, 2 Unmarked Dodge Charger Detective Vehicles, and 2 Unmarked Ford Interceptor Hybrid Utilities. This will allow the retirement of 4 Crown Victoria’s, a Ford Explorer, and a Ford Expedition from service.

III. FISCAL IMPACTS:

The first year’s lease payment is \$94,102 with the first month’s payment expected in October 2019. Sufficient funding for the lease payments is available in Fiscal Year 2019-20 Budget, Public Safety Transactions Use Tax Fund, Rents & Leases, Account No. 0004-2021-3034. The Agreement is for the term of four years and will be incorporated into future budgets until paid in full. This item has been reviewed for fiscal impact by the Finance Department.

IV. LEGAL REVIEW:


The Agreement has been reviewed by the City Attorney

V. EXISTING POLICY:

This item is consistent with and is a step to complete the fleet component of the Police Department’s strategic plan presented on April 8th, 2019.

VI. STEPS FOLLOWING APPROVAL:

The Police Department will coordinate with Administration and Finance to execute the Agreement.

Submitted by: 

Michael Salvador, Chief of Police

Approved by: 

Lori Waterman, City Manager

Attachments:

1. Exhibit A - National Joint Powers Alliance (“NJPA”), RFP for the procurement of Fleet Management Services
2. Exhibit B - RFP Award Document
3. Exhibit C - Master Equity Lease Agreement



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.

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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:

**Contract Award
RFP #060618**

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**

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: _____



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	Box Elder County	Asotin County
Masi 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	Chillam 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 Services	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	Wallowa 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 Bendon	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 Bombers Ferry	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
City of Bombers Ferry	City of Bovill	City of Burns	City of Charleston	City of Ephraim	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 Central Point	City of Fillmore	City of Burlington
City of Castleford	City of Challis	City of Chiloquin	City of Chiloquin	City of Fountain Green	City of Camas
City of Challis	City of Chubbuck	City of Clatskanie	City of Clatskanie	City of Fruit Heights	City of Carnation
City of Chubbuck	City of Clayton	City of Coburg	City of Coburg	City of Garland	City of Cashmere
City of Clayton	City of Clifton	City of Columbia City	City of Columbia City	City of Grantsville	City of Castle Rock
City of Clifton	City of Coeur d'Alene	City of Condon	City of Condon	City of Green River	City of Centralia
City of Coeur d'Alene	City of Council	City of Coos Bay	City of Coos Bay	City of Gunnison	City of Chehalis
City of Council	City of Craigmont	City of Coquille	City of Coquille	City of Harrisville	City of Chelan
City of Craigmont	City of Crouch	City of Cornelius	City of Cornelius	City of Heber City	City of Cheney
City of Crouch	City of Caldwell	City of Corvallis	City of Corvallis	City of Helper City	City of Chewelah
City of Caldwell	City of Dalton Gardens	City of Cottage Grove	City of Cottage Grove	City of Henrieville	City of Clarkston
City of Dalton Gardens	City of Dayton	City of Cove	City of Cove	City of Highland	City of Cle Elum
City of Dayton	City of Deary	City of Creswell	City of Creswell	City of Hildale	City of Clyde Hill
City of Deary	City of Dietrich	City of Culver	City of Culver	City of Holladay	City of Colfax
City of Dietrich	City of Donnelly	City of Dallas	City of Dallas	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 Inns	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 Mount 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 Walterboro	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 Kaholautau
	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 Hubbardton	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	Town 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	City 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 South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napsawine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Pottlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wallington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Walsleyville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

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 Woodcross	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 Davenport	City of Sedro-Woolley
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 Elinore	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 Henefer	City of Sumner
Bear Lake County School District No. 33	City of Starbuck	Town of Pawleys Island	Town of Hartselle	City of Sunnyvale
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
Castlefjord 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 Sallee	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	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	Town of Paragonville	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 Bucooda
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 Uintah	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 Whitmire	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 Farmington
	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	Higher Education	Mountainland Applied Technology College	Town of Hamilton
	Madison School District No. 321	Mt. Hood Community College	Aiken Technical College	Rocky Mountain University of Health Professions	Town of Harrah
	Marsh Valley Joint School District No. 21	Oregon Coast Community College	Beaufort Jasper Higher Education Commission	Salt Lake Community College	Town of Hatton
	Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Developm	Central Carolina Technical College	Snow College	Town of Hunts Point
	McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Clemson 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	Box 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	Arocl 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	Salt Lake City School District	Bates Technical College
	Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
	Wallace School District No. 393	Clatskanie School District No. 6J	Chesterfield County School District	Sevier School District	Bellingham Technical College
	Weiser School District No. 431	Clatskanie School District No. 6J	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
	Wendell School District No. 232	Clatskanie School District No. 6J	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
	West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
	West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
	West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
	Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
	Wildier School District No. 153	Corvallis School District No. 509J	Delta R-V School District	Uintah School District	Columbia Basin Community College
	Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
	Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
	Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
	Adams County Recreation District	Crook County School District	Dillon County School District No. 4	Weber School District	Everett Community College
	Ahsahka Water and Sewer District	Crow-Applegate-Lorane School District No. 66	Diocese Of Charleston Schools	Special District	Evergreen State College
	Albion Highway District	Culver School District No. 4	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
	Alpine Meadows Water and Sewer District	Dallas School District No. 2	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
	American Falls Free Library District	David Douglas School District No. 40	Edgelyde County School District	Biggert Water and Sewer Improvement District	Highline Community College
	American Falls Housing Authority	Dayton School District No. 8	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
	Atlanta Highway District	Dayville School District No. 16J	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
	Avery Water and Sewer District	Douglas County School District	Florence County School District No. 2	Benchland Water District	Northwest Indian College
	Avondale Irrigation District	Douglas County School District No. 4	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
	Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
	Beaver Lake County Library District	Dufur School District No. 29	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
	Bench Sewer District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
	Benevise County Free Library District	Echo School District No. 5	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
	Big Canyon Fire District	Elgin School District	Greenville County School District	Carbon County Health Authority	Shoreline Community College
	Blaine County Housing Authority	Elkton School District No. 34	Greenwood School District No. 50	Carbon County Municipal Building Authority	Skagit Valley College
	Blaine County Recreation District	Enterprise School District No. 21	Greenwood School District No. 52	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
	Bliss Fire District	Estacada School District No. 108	Hampton County School District No. 2	Carbon Water Conservancy District	Tacoma Community College
	Boise Basin Library District	Eugene School District No. 4J	Hampton School District No. 1	Castle Valley Special Service District	University of Washington
	Boise City/Ada County Housing Authority	Falls City School District	Horry County Schools	Cedar City Housing Authority	Walla Walla Community College
	Boise-Kung Irrigation District	Fern Ridge School District No. 28J	Jasper County School District	Cedar Mountain Fire Protection 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	Cedarvale-Montwell Special Service District	Washington State Higher Education Facilities Authority
	Bunau Valley District Library	Fossil School District 21J	Kershaw County School District	Central Davis County Sewer District	Washington State Student Achievement Council
	Bunau Water and Sewer District	Gaston School District 511J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
	Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
	Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
	Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
	Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
	Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	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 Counties 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	Belleveue Christian School District
	Clearwater Water District	Hillsboro School District No. 11	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue 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	Bridgeport 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	Sumter 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-Fresno 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	Coupeville School District No. 204
	Homedale Highway District	Nestucca 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	Dixie 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	Nyssa 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	Southern Valley Sewer Authority	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 Water Improvement District	Everett School District No. 2
	Lewisston-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	Tooele County Housing Authority	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Recreation Special Service District	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tridell-Lapoint Water Improvement District	Ferdale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Uintah Animal Control and Shelter Special Service District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah County Municipal Building Authority	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah Fire Suppression Special Service District	Franklin Pierce School District No. 402
	MacKay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Health Care Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District No. 4	Greenville Area District	Uintah Highlands Water and Sewer Improvement District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 14	Greenville County Recreation District	Uintah Mosquito Abatement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Recreation District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Water Development Authority	Uintah Transportation Special Service District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood Transit Authority	Uintah Water Conservancy District	Grandview School District No. 200
	Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Unified Fire Authority	Granger School District No. 204
	Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority		Granite Falls School District No. 332

Idaho	Oregon	South Carolina	Utah	Washington
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	Levington 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	Lake Quinalt School District No. 197	Lake Stevens School District No. 4
Parma Rural Fire Protection District	Three Rivers School District	Newberry Housing Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Washington School District No. 414
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23J	Newberry Housing Authority		Lake Wood School District No. 306
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority		Lamont School District
Pioneer Irrigation District	Ukiah School District 80 R	North Charleston Sewer District		Liberty School District No. 362
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Lind School District
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Longview School District No. 122
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Loon Lake School District No. 183
Portneuf District Library	Vernonia School District No. 47J	Patriots Point Development Authority		Lopez Island School District No. 144
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lyle School District No. 406
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lynden School District No. 504
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Mabton School District No. 120
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mansfield School District No. 207
Progressive Irrigation District	Willamina School District No. 30J	Powdersville Water District		Manson School District
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Mary M. Knight School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary Walker School District No. 207
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Marysville School District No. 25
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		McCleary School District No. 65
Rock Creek Fire District	Special District	Sandy Springs Water District		Mead School District No. 354
Rockliffe Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Medical Lake School District No. 326
Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Mercer Island School District No. 400
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Meridian School District No. 505
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Methow Valley School District
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Monroe School District No. 103
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Montesano School District No. 66
Santa-Fernwood Water and Sewer District	Aumville Rural Fire District	South Carolina Regional Housing Authority No. 1		Morton School District No. 214
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Moses Lake School District No. 161
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Mossyrock School District No. 206
Shelley/Firch Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mt. Adams School District No. 209
Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing and Development Authority		Mt. Baker School District No. 507
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Vernon School District No. 320
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mukiteo School District No. 6
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Naches Valley School District No. 3
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Napavine School District No. 14
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Naselle-Grays River Valley School District No.165
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Nespelem School District No. 14
South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Newport School District No. 56-415
South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Nine Mile Falls School District No. 325/179
Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nooksaak Valley School District No. 506
Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Starr-Jackson-Wellford-Duncan Water District		North Beach School District No. 64
St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Franklin School District No. 51
Star Joint Fire District	Brownsville Rural Fire District	Talatha Rural Community Water District		North Kitsap School District No. 400
Star Sewer and Water District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Mason School District
Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Thurston Public Schools
Sunier Heights Water District	Burlington Water District	Tigerville Fire District		Northport School District No. 211
Targhee Regional Public Transit Authority	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northshore School District No. 417
Targhee Regional Public Transportation Authority	Canon Beach Rural Fire Protection District	Union Housing Authority		Oak Harbor School District No. 201
Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oakesdale School District No. 324
Three Creek Highway District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakville School District No. 400
Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Ocean Beach School District No. 101
Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocoosa School District No. 172
Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Odesch School District No. 105
Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Okanagan School District No. 105
Twin Falls Rural Fire Protection District	Chehallem Park and Recreation District	Williamsburg County Transit Authority		Olympia School District No. 111
Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympic Educational Service District
Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Omak School District No. 19
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roebuck Water District		Onalaska School District No. 300
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onion Creek School District No. 30
Wendell Highway District	Clackamas County Fire District No. 1			Orcas Island School District No. 137
West Boise Sewer District	Clackamas County Housing Authority	State		Orchard Prairie School District No. 123
West Bonner Library District	Clackamas County Soil and Water Conservation District	Santee-Lynches Regional Council of Governments		Orient School District No. 65
West Bonner Water and Sewer District	Clatskanie Park and Recreation District	South Carolina Department of Health and Environmental Control		Oroville School District No. 410
West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Orting School District No. 344
Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Othello School District
Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Palisades School District No. 102
Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palouse School District No. 301
Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Pasco School District No. 1
Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		

Idaho	Oregon	South Carolina	Utah	Washington
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-Vinemagle 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
		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 Neskokwin Regional Sanitary Authority Neskokwin 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			Clinton Water District
		Polk County Fire District No-1			Coal Creek Utility District
		Polk County Housing Authority			Columbia Conservation District
		Polk Soil and Water Conservation District			Columbia County Fire District No. 3
		Portland Metropolitan Area Water District			Columbia County Public Hospital District No. 1
		Public Procurement Authority			Columbia County Rural Library District
		Rainbow Water District			Columbia Irrigation District
		Raleigh Water District			Columbia Valley Water District
		Redmond Area Park and Recreation District			Colville Indian Housing Authority
		Riddle Rural Fire District			Consolidated Irrigation District No. 14
		River Forest Acres Special Road District			Cowington Water District
		River Road Park and Recreation District			Cowiche Sewer District
		Rivergrove Water District			Cowlitz County Cemetery District No. 2
		Roads End Sanitary District			Cowlitz County Fire District No. 6
		Roberts Creek Water District			Cowlitz County Public Utility District No. 1
		Rockwood Water People's Utility District			Cowlitz Transit Authority
		Rogue River Cemetery Maintenance District			Cross Valley Water District
		Rogue Valley Transportation District			Dallesport Water District
		Roseburg Urban Sanitary Authority			Douglas County Fire District No. 2
		Sable Drive Road District			Douglas County Fire Protection District No. 5
		Salem Area Mass Transit District			Douglas County Public Utility District No. 1
		Salem Housing Authority			Douglas County Sewer District No. 1
		Salem-Keizer Transit District			Douglas-Okanagan County Fire District No. 15
		Santa Clara Rural Fire Protection District			East Columbia Basin Irrigation District
		Santiam Water Control District			East Gig Harbor Water District
		Scappoose Rural Fire District			East Lewis County Public Development Authority
		Scio Rural Fire District			East Pierce Fire and Rescue District No. 22
		Scotsburg Rural Fire District			East Spokane Water District No. 1
		Seal Rock Fire District			East Wenatchee Water District
		Seal Rock Water District			Eastmont Metropolitan Park District
		Shangri-La Water District			Eastsound Sewer and Water District
		Shasta View Irrigation District			Edmonds Public Facilities District
		Siletz Rural Fire Protection District			Ellensburg Business Development Authority
		Silverton Fire District			Enterprise Cemetery District No. 7
		Sisters-Camp Sherman Rural Fire Protection District			Entiat Irrigation District
		Siuslaw Public Library District			Everett Housing Authority
		South Clackamas Transportation District			Everett Public Facilities District
		South Suburban Sanitary District			Evergreen Water-Sewer District No. 19
		Southern Curry Cemetery Maintenance District			Fall City Water District
		Southwest Lincoln County Water District			Ferry County Public Utility District No. 1
		Spring River Special Road District			Ferry/Okanagan County Fire Protection District No. 13
		Springfield Utility District			Fisherman Bay Sewer District
		Stanfield Fire District No. 7-402			Foster Creek Conservation District
		Stayton Fire District			Four Lakes Water District No. 10
		Suburban East Salem Water District			Franklin Conservation District
		Sunrise Water Authority			Franklin County Cemetery District No. 2
		Sunset Empire Transportation District			Franklin County Fire District No. 1
		Swalley Irrigation District			Franklin County Fire Protection District No. 3
		Sweet Home Fire and Ambulance District			Franklin County Irrigation District No. 1
		Talent Irrigation District			Franklin County Public Utility District No. 1
		Terrebonne Domestic Water District			Freeland Water and Sewer District
		Three Sisters Irrigation District			Ft. Worden Public Development Authority
		Tillamook County Transportation District			Gardena Farms Irrigation District No. 13
		Tillamook People's Utility District			Geforth Special Utility District
		Tiller Rural Fire District			Grand Coulee Project Hydroelectric Authority
		Toledo Rural Fire Protection District			Grandview Irrigation District
		Tri City Rural Fire District No. 4			Grant County Airport District No. 1
		Tri City Water District			Grant County Fire District No. 10
		Tri-City Service District			Grant County Fire District No. 11
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 3
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 4
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 7
		Tualatin Valley Irrigation District			Grant County Fire Protection District No. 5
		Tualatin Valley Water District			Grant County Housing Authority
		Tumalo Irrigation District			Grant County Mosquito Control District No. 1
		Twin Rocks Sanitary District			Grant County Mosquito District No. 2
		Umatilla County Housing Authority			Grant County Port District No. 4
		Umatilla Hospital District			Grant County Port District No. 6
		Umatilla Land Redevelopment Authority			Grant County Port District No. 7
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 1
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 2
		Umatilla Rural Fire Protection District			Grant County Public Hospital District No. 3
		Union Cemetery District			Grant County Public Hospital District No. 4
		Vale Oregon Irrigation District			Grant County Public Utility District No. 2
		Valley View Water District			Grant Transit Authority
		Vandevort Acres Special Road District			Grays Harbor Conservation District
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 1
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 12
		Walla Walla County Health Care District			Grays Harbor County Fire Protection District No. 14
		Wamic Water and Sanitary Authority			Grays Harbor County Fire Protection District No. 2
		Warm Springs Housing Authority			Grays Harbor County Fire Protection District No. 7
		Wasco County Soil and Water Conservation District			Grays Harbor County Housing Authority
		Washington County Fire District No. 2			Grays Harbor County Water District No. 1
		Washington County Housing Authority			Grays Harbor County Water District No. 2
		Water Wonderland Improvement District			Grays Harbor Drainage District No. 1
		Wedderburn Sanitary District			Grays Harbor Fire District No. 10
		West Slope Water District			Grays Harbor Historical Seaport Authority
		West Valley Housing Authority			Grays Harbor Public Utility District No. 1
		Western Lane Ambulance District			Grays Harbor Transportation Authority
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Irrigation District
		Westwood Hills Road District			Greater Wenatchee Regional Events Center Public Facilities District
		Ward Memorial Park District			Green Tank Irrigation District No. 11
		Wickiup Water District			Hartstone Pointe Water-Sewer District
		Willamalane Park and Recreation 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			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 Inchellum 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 Kapowin 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 Lakewood Utility District Lakewood Water District Lenora Water and Sewer 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			

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

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
 Roza 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

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

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 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	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Norhampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Alleghany County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Appomattox County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Augusta County Public Schools	Arlington County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Arlington Public Schools	Augusta County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Atlantic Shores Christian Schools	Bath County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Augusta County Public Schools	Bedford County	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bath County Public Schools	Bedford County Public Service Authority	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bedford County Public Schools	Bland County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Botetourt County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Botetourt County Public Schools	Brunswick County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Bristol Virginia Public Schools	Buchanan County	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Buckingham County		
City of Lexington	Brunswick County Industrial Development Authority	Buchanan County Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Buena Vista City Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Carroll County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Charles City County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castlewood Water and Sewerage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Charlottesville City Schools	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Chesapeake County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Virginia Beach	Coeburn-Norton-Wae Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Waynesboro	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Fauquier County	University of Virginia Health System		
City of Williamsburg	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Virginia, Wise		
City of Winchester	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Mary Washington		
Town of Abingdon	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Alberta	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Foundation		
Town of Altavista	Cumberland Plateau Regional Waste Management Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Amherst	Danville Redevelopment and Housing Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Appalachee	Danville-Pittsylvania County Regional Industrial Facilities Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Appomattox	Dickenson County Industrial Development Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Ashland	Dickenson County Public Service Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Bedford	Dinwiddie Airport and Industrial Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Berryville	Dinwiddie County Water Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Big Stone Gap	District Three Governmental Cooperative	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Blacksburg	Dryden Water Authority	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Bluefield	Eastern Shore of Virginia Broadband Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Boones Mill	Essex County Industrial Development Authority	Giles County Public Schools	Henry County Public Service Authority			
Town of Bowling Green	Fairfax County Economic Development Authority	Gloucester County Public Schools	Halifax County			
Town of Boyce	Fairfax County Park Authority	Goochland County Public Schools	Halifax County			
Town of Bridgewater	Fairfax County Redevelopment and Housing Authority	Grayson County Public Schools	Highland County			
Town of Broadway	Fairfax County Water and Sanitation Authority	Greene County Schools	Isle of Wight County			
Town of Brodnax	Fauquier County Water and Sanitation Authority	Greensville County Public Schools	James City County			
Town of Brookneal	Floyd County Economic Development Authority	Halifax County Public Schools	King and Queen County			
Town of Buchanan	Floyd-Floyd County Public Service Authority	Hampton City Schools	King George County			
Town of Burkeville	Franklin Redevelopment and Housing Authority	Hanover County Public Schools	King George County Service Authority			
Town of Cape Charles	Frederick County Sanitation Authority	Harrisonburg City Public Schools	King William County			
Town of Cedar Bluff	Fredericksburg Stafford Park Authority	Henrico County Public Schools	Lancaster County			
Town of Charlotte Court House	Frederick-Winchester Service Authority	Henry County Public Schools	Lee County			
Town of Chase City	Front Royal-Warren County Economic Development Authority	Highland County Public Schools	Loudoun County			
Town of Chatham	Ft. Monroe Authority	Hopewell Public Schools	Louisia County			
Town of Cheriton	Giles County Public Service Authority	Imagine Schools	Lunenburg County			
Town of Chilhowie	Greensville County Water and Sewer Authority	Isle of Wight County Schools	Madison County			
Town of Chincoteague	Halifax County Industrial Development Authority	Isle of Wight County Schools	Mathews County			
Town of Christiansburg	Halifax County Service Authority	King and Queen County Public Schools	Mecklenburg County			
Town of Claremont	Hampton Redevelopment and Housing Authority	King George County Public Schools	Montgomery County			
Town of Clarksville	Hampton Roads Planning District Commission	King William County Public Schools	Nelson County			
Town of Clifton	Hampton Roads Regional Jail Authority	Lancaster County Public School System	New Kent County			
Town of Clifton Forge	Hampton Roads Sanitation District	Lee County Public Schools	Northampton County			
Town of Clinchco	Harrisonburg Redevelopment and Housing Authority	Lee County Public Schools	Northumberland County			
Town of Clinchport	Harrisonburg-Rockingham Regional Sewer Authority	Leesville Public Schools	Nottoway County			
Town of Coeburn	Headwaters Soil and Water Conservation District	Loudoun County Public Schools	Orange County			
Town of Colonial Beach	Headwaters Redevelopment and Housing Authority	Louisiana County Public Schools	Page County			
Town of Columbia	James River Water Authority	Lynchburg City Schools	Patrick County			
Town of Courtland	John Flannagan Water Authority	Madison County Public Schools	Pittsylvania County			
Town of Craigs	Joint Public Service Authority	Manassas City Public Schools	Pittsylvania County Service Authority			
Town of Crewe	Lee County Industrial Development Authority	Manassas Park City Schools	Powhatan County			
Town of Culpeper	Lee County Public Service Authority	Martinsville Public Schools	Prince Edward County			
Town of Damascus	LENOWISCO Planning District Commission	Mathews County School District	Prince George County			
Town of Dayton	Lord Fairfax Soil and Water Conservation District	Middlesex County Public Schools	Prince William County			
Town of Denndon	Loudoun County Sanitation Authority	Montgomery County Public Schools	Prince William County Service Authority			
Town of Dilwyn	Louisiana County Water Authority	Nelson County Public Schools	Pulaski County			
Town of Drakes Branch	Lynchburg Redevelopment and Housing Authority	New Kent County Schools	Rappahannock County			
Town of Dublin	Marion Redevelopment and Housing Authority	Newport News Public Schools	Richmond County			
Town of Dumfries	Maury Service Authority	Norfolk Public Schools	Roanoke County			
Town of Dungsannon	Mecklenburg-Brunswick Regional Airport Authority	Northampton County School District	Rockbridge County			
	Meherrin River Regional Jail Authority	Northumberland County Public Districts	Rockbridge County Public Service Authority			
	Middle Peninsula Regional Airport Authority	Norton City Public Schools	Rockingham County			
		Nottoway County Public Schools	Russell County			
		Orange County Public Schools	Scott 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-Mauertown 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* *MS 8-27-15*

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. MS 8-27-15

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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

PREPARED BY: Michael Salvador, Chief of Police

SUBJECT: **Declaring Motorola 800 MHz police radio a sole source item and approving an Equipment Lease-Purchase Agreement with Delta Wireless for the lease purchase of 16 new police radios**

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

1. Declare Motorola 800 MHz police radio a sole source item;
2. Approve a four year Lease-Purchase Agreement, in a form approved by the Interim City Attorney, with Delta Wireless, Atwater, California, in the amount of \$100,926.72 for the lease purchase of sixteen (16) new Motorola 800 MHz police radios; and
3. Authorize and direct the City Manager to execute the Agreement on behalf of the public.

I. BACKGROUND:

On July 8, 2019, the City Council approved the Fiscal Year 2019-20 budget. This budget contained a line item of \$16,500 in the Police Administration budget for Radio Replacement and \$20,000 in the Public Safety Transactions and Use Tax budget. This item executes the direction Council gave with the passage of the budget.

This item also executes a goal of the Police Department Strategic Plan by purchasing the necessary equipment to complete the department's transition to the new Merced County Public Safety Radio Network.

II. ANALYSIS:

In accordance with the City of Atwater Purchasing System Manual, Section 9, Procurement Methods, “Sole Source Purchases,” under certain circumstances, the City’s bidding requirements may be dispensed with when the services or goods are only available from one source because of:

- 1) The brand or trade name article, goods, or product or proprietary service is the only one which will properly meet the needs of the City; or
- 2) The item or service is unique and available only from a sole source; or
- 3) The item or service is designed to match others already in use or necessary to be compatible with others already in use.

Delta Wireless is the only authorized vendor in the area that sells Motorola equipment. Merced County uses Motorola equipment for their radio network; therefore, the City must also use the same equipment for compatibility. This purchase meets the criteria for a sole source purchase, items 1 and 3 above.

Staff seeks to leverage the fiscal power of using a lease purchase option. Leasing radios allow the City to minimize the exposure of large capital costs while effectively managing assets. At the end of the lease period, the City will own the equipment.

Delta Wireless provided the City with a quote for the Motorola equipment (**EXHIBIT “A”**). The Lease-Purchase Agreement (“Agreement”) (**EXHIBIT “B”**) provides the City with 16 new radios that will be deployed in existing and new police vehicles.

III. FISCAL IMPACTS:

The first year’s payment is \$21,026.40 with the first month’s payment expected in September 2019. Sufficient funding for the lease payments is available in Fiscal Year 2019-20 Budget, General Fund, Police Department – Administration, Communications, Account No. 0001-2020-3031 (\$1,026.40) and in Other Funds, Public Safety Transactions and Use Tax, Machinery and Equipment, Account No. 0004-2021-6021 (\$20,000). The Agreement is for the term of four years and the payment amounts will be incorporated into future budgets until paid in full. This item has been reviewed for fiscal impact by the Finance Department.

IV. LEGAL REVIEW:


The Agreement has been forwarded to the Interim City Attorney’s office for review.

V. EXISTING POLICY:

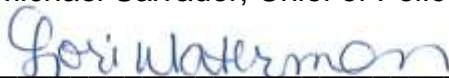
This item is consistent with and is a step to complete the communications component of the Police Department’s strategic plan presented on April 8th, 2019.

VI. STEPS FOLLOWING APPROVAL:

The Police Department will coordinate with Administration and Finance to execute the Agreement.

Submitted by: 

Michael Salvador, Chief of Police

Approved by: 

Lori Waterman, City Manager

Attachments:

1. Exhibit A – Delta Wireless Quote
2. Exhibit B - Equipment Lease-Purchase Agreement



Quote Number: QU0000482835

Effective: 10 JUL 2019

Effective To: 31 OCT 2019

Bill-To:

ATWATER POLICE DEPT
750 BELLEVUE RD
ATWATER, CA 95301
United States

Attention:

Name: CHIEF SALVADOR
Email: CLEklund@deltawireless.com
Phone: 925.453.1837

Sales Contact:

Name: Cheri Lynn Eklund
Email: CLEklund@deltawireless.com
Phone: 2099469611

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	8	M22URS9PW1AN	APX4500 7/800	\$1,564.00	\$1,141.72	\$9,133.76
1a	8	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	\$2,070.00	\$1,511.10	\$12,088.80
1b	8	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$31.39	\$251.12
1c	8	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$359.16	\$2,873.28
1d	8	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1e	8	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$420.48
1f	8	G67CF	ADD:REMOTE MOUNT MID POWER	\$297.00	\$216.81	\$1,734.48
1g	8	G24AX	ADD: 3Y ESSENTIAL SERVICE	\$131.00	\$131.00	\$1,048.00
1h	8	Q443BU	ADD: SOFTWARE ANALOG 3600 BAUD	\$1,100.00	\$803.00	\$6,424.00
1i	8	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	\$650.00	\$474.50	\$3,796.00
1j	8	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$43.80	\$350.40
1k	8	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
2	7	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,779.74	\$12,458.18
2a	7	G72AD	ADD: APX O3 HANDHELD CH	\$946.00	\$690.58	\$4,834.06
2b	7	G67BB	ADD: REMOTE MOUNT MID POWER	\$297.00	\$216.81	\$1,517.67
2c	7	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
2d	7	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$1,176.00
2e	7	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$2,631.65
2f	7	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2g	7	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$31.39	\$219.73
2h	7	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$43.80	\$306.60
2i	7	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
2j	7	Q443BS	ANALOG 3600 TRUNKING	\$1,100.00	\$803.00	\$5,621.00
2k	7	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$876.00	\$6,132.00
2l	7	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$219.00	\$1,533.00
3	2	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,779.74	\$3,559.48
3a	2	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$315.36	\$630.72
3b	2	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$216.81	\$433.62

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
3c	2	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$105.12
3d	2	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$336.00
3e	2	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$751.90
3f	2	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
3g	2	G175AD	ADD: ANT 3DB ELEVATED FEED 762-870	\$75.00	\$54.75	\$109.50
3h	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$43.80	\$87.60
3i	2	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
3j	2	Q443BS	ANALOG 3600 TRUNKING	\$1,100.00	\$803.00	\$1,606.00
3k	2	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$876.00	\$1,752.00
3l	2	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$219.00	\$438.00

Estimated Tax Amount

\$6,959.71

Total Quote in USD

\$91,319.86

PROGRAMMING NOT INCLUDED

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Date: August 2, 2019

To: Atwater Police Department
Attn: Chief Salvador
750 Bellevue Rd
Atwater, CA 95301

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: Atwater Police Department

Total Transaction Value: \$ 91,320.00

Down Payment: \$ 0.00

Balance to Finance: \$ 91,320.00

Equipment: 8 APX 4500 02 Control Head
7 APX 6500 03 Control Head
2 APX 6500 05 Control Head (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1
Lease Term	4 Years
Payment Type	Monthly Arrears
Lease Rate	4.99%
Lease Factor	0.023025
Payment	\$2,102.64
Payment Commencement	First payment due one month after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 9/1/2019. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

8/2/2019

<https://mcclease.motorolasolutions.com/proposal.htm?id=5601&LWOP=FALSE<OP=FALSE>

Qualifications:

Receipt of a properly executed documentation package.
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation:

Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/ Equipment List
Schedule B/ Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Cheri Lynn Eklund
Public Safety Executive Account Manager
+1 (925) 453-1837



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS 1016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ATWATER AND ONE PLANT ATWATER LLC REGARDING CANNABIS BUSINESS PILOT PROGRAM FOR CANNABIS DISPENSARY ON PROPERTY LOCATED AT 261 BUSINESS PARKWAY, ATWATER

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, on October 23, 2017, the Atwater City Council (the "City Council") adopted Ordinance No. CS 982 to enact cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA; and

WHEREAS, On May 14, 2018, the City Council adopted Ordinance CS 996 amending the City's cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program"); and

WHEREAS, the City Council finds that establishing a structure to regulate all cannabis businesses contemplated by state law is in the best interest of the health, welfare, and safety of the public; and

WHEREAS, Government Code section 65864 et seq. (the "Development Agreement Statute") permits the City to contract with private interests for their mutual benefits in a manner not otherwise available to the contracting parties, and such agreements assure property developers that they may proceed with their projects with the assurance that approvals granted by the City will not change during the period of development, and the City is equally assured that public benefit interests will be protected and properly administrated at the time development projects are proposed; and

WHEREAS, One Plant Atwater, LLC, a California limited liability company, proposes to enter into a Development Agreement for development of a retail cannabis business, as defined under Atwater Municipal Code Section 5.60 in strict accordance with applicable state and local law, at 261 Business Park Way, Atwater, California, County of Merced Assessor's Parcel Number 056-330-021-000 (the "Project"), consistent with the General Plan, as amended; and

WHEREAS, on June 25, 2019, the Planning Commission held a duly noticed public hearing to consider the Project and Development Agreement; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the Planning Commission adopted Resolution No. PC 096-19 on June 25, 2019, which certified that the Project was categorically exempt pursuant to Section 15301 of the CEQA Guidelines, and recommended approval of the Development Agreement by the City Council, incorporated herein by reference; and

WHEREAS, on July 22, 2019, the City Council held a duly noticed public hearing to consider the Project and Development Agreement; and

WHEREAS, the City Council, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the Development Agreement:
 - a. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole;
 - b. Will not adversely affect the orderly development of property or the preservation of property values;

- c. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
- d. Contains a legal description of the property.

WHEREAS, that the City Council finds that the Development Agreement conforms to Development Agreement Statute.

NOW, THEREFORE, the City Council of the City of Atwater does hereby ordain as follows:

Section 1. The Project is in compliance with the General Plan, Zoning District, and the Atwater Municipal Code as amended, including Section 5.60 “Cannabis Business Pilot Program” as it has been adopted by the City Council.

Section 2. The City Manager hereby certifies that the developer/applicant has deposited with the City all associated fees and executed all necessary applications at this time associated with the processing of the Development Agreement.

Section 3. The City Council approves a Development Agreement by and between One Plant Atwater, LLC and the City for the development of the Project and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

Section 4. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

Section 5. Notice of the public hearing on the proposed Development Agreement was published in the Merced Sun Star, a newspaper of general circulation, printed and published in the City; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor’s roll.

Section 6. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 et seq.; California Code of Regulations title 14, section 15000 et seq.). The Project is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities.

Section 7. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 8. Upon the passage of this Ordinance, the City Manager is authorized to execute the Development Agreement on behalf of the City. Within ten (10) days of the execution, but

no earlier than 30 days after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the Office of the County Recorder as provided for by Government Code section 65868.5. The Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

INTRODUCED: July 22, 2019

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG, CITY CLERK



**CITY COUNCIL
AGENDA REPORT**

City Council

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Mark Pereida, General Services Manager

SUBJECT: Public hearing to consider an Ordinance approving a Development Agreement by and between the City of Atwater and WB Pharms LLC, regarding Cannabis Business Pilot Program for cannabis cultivation, distribution, and dispensary on property located on Sycamore, west of Winton Way, Atwater

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

1. Open the Public Hearing and take any testimony given regarding Ordinance No. CS 1011;
2. Make a finding that the project is exempt under California Environmental Quality Act ("CEQA") Guideline, 15061 (b) (3) "common sense" exemption; and
3. Waive the first reading and introduce Ordinance No. CS 1011, approving a Development Agreement, in a form approved by the Interim City Attorney, by and between the City of Atwater and WB Pharm, LLC regarding Cannabis Business Pilot Program for cannabis cultivation, distribution, and dispensary located at Sycamore, west of Winton Way, Atwater.

I. BACKGROUND:

In November of 2016, the voters of California approved Proposition 64, entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use, possession, and retail sale of cannabis by persons 21 years of age and older.

On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") which, combined with AUMA,

creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in their jurisdiction.

On October 23, 2017, the Atwater City Council (the “City Council”) adopted Ordinance No. CS 982 enacting cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA. On May 14, 2018, the City Council adopted Ordinance CS 996 amending the City’s cannabis business regulations and establishing a Cannabis Business Pilot Program (the “Pilot Program”). The Cannabis Business Pilot Program allows for the regulation of cannabis businesses through a development agreement and a conditional use permit process.

II. ANALYSIS:

Following the adoption of the Pilot Program, the City has received applications from several qualified cannabis operators for participation in the Pilot Program. Those businesses include cannabis dispensaries, manufacturing businesses, distribution, cultivation, and testing facilities. The development agreement described below is a result of negotiations between City staff and the developer.

A. WB Pharms, LLC.

The City seeks to enter into a development agreement with WB Pharms, LLC. WB Pharms, LLC. has entered into a lease agreement of real property located at 1619 Sycamore Avenue, Atwater, California, Assessor’s Parcel Number 001-146-013-000 (the “Property”). WB Pharms, LLC. Intends to operate a commercial cannabis micro business (the “Project”). The Property is zoned as Business Park. The major elements of the development agreement are summarized below:

- The term of the agreement is five (5) years.
- WB Pharms, LLC. Is required to begin operations no later than six (6) months after the development agreement and conditional use permit are in effect.
- The Project will provide WB Pharms, LLC. With substantial private benefits that will place burdens upon the City infrastructure, services, and neighborhoods. WB Pharms, LLC. will to offset these impacts through a monthly payment classified as “Public Benefit” amount. The Public Benefit is designed and intended to offset or mitigate any potential impacts of the Project on the community.
- WB Pharms, LLC. will pay to the City a Public Benefit of no less than \$15,000 per month, or 5% of its gross receipts from its operations for the first year; \$25,000 per month, or 5% of its gross receipts from its operations for the second year; and \$28,000 or 5% of its gross receipts from its operations for the third year; \$32,000 per month, or 5% of its gross receipts from its operations for the fourth year; and \$35,000 per month, or 5% of its gross receipts from is operations for

the fifth year. The first Public Benefit payment will be due following the first month WB Pharms, LLC. begins operations.

- The project will be subject to security protocols, including security cameras and an alarm system, odor control requirements, insurance requirements, and a waste management plan as required under the Atwater Municipal Code.

Staff has prepared an ordinance for City Council approval of the development agreement between the City and WB Pharms, LLC. The proposed agreement has been presented to the Planning Commission and has received their recommendation. The Project is also required to obtain a conditional use permit before operating in the City. Review and action regarding the conditional use permit will be conducted as part of a public hearing before the Planning Commission at a later date.

III FISCAL IMPACTS:

If the City Council adopts the ordinance, the City will have an agreement in place to offset any impacts the proposed cannabis business would have upon City services, infrastructure, and neighborhoods. Since the Public Benefit imposed upon the cannabis business scales upward with increased revenue and associated impacts, the Development Agreement ensures that any costs to the City associated with the cannabis business are adequately addressed.

IV. LEGAL REVIEW:

The City Attorney has prepared the development agreement.

V. PUBLIC PARTICIPATION:

The public hearing for this item was duly noticed and published.

VI. ENVIRONMENTAL REVIEW:

The project is exempt under California Environmental Quality Act (“CEQA”) Guideline, 15061 (b) (3) “common sense” exemption.

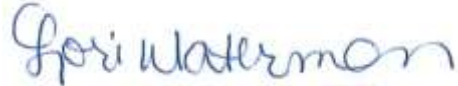
VII. STEPS FOLLOWING APPROVAL:

Second reading and adoption of the Ordinance is scheduled for the regular City Council meeting of August 26, 2019. After adoption, the City Clerk Department will route the Agreement for signatures.

Prepared by: Greg Thompson, Senior Planner, VVH



Submitted by: _____
Mark Pereida, General Services Manager

Approved by: 

Lori Waterman, City Manager

Attachments:

1. Ordinance No. CS 1011
2. Development Agreement
3. Exhibits A-G



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS 1011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ATWATER AND WB PHARMS, LLC.

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, on October 23, 2017, the Atwater City Council (the "City Council") adopted Ordinance No. CS 982 to enact cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA; and

WHEREAS, On May 14, 2018, the City Council adopted Ordinance CS 996 amending the City of Atwater's ("City") cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program"); and

WHEREAS, the City Council finds that establishing a structure to regulate all cannabis businesses contemplated by state law is in the best interest of the health, welfare, and safety of the public; and

WHEREAS, Government Code section 65864 et seq. (the "Development Agreement Statute") permits the City to contract with private interests for their mutual benefits in a manner not otherwise available to the contracting parties and such agreements assure property developers that they may proceed with their projects with the assurance that approvals granted by the City will not change during the period of development, and the City is equally assured that public benefit interests will be protected and properly administrated at the time development projects are proposed; and

WHEREAS, WB Pharms, LLC, a California limited liability company, proposes to enter into a Development Agreement for development of a specialty cannabis micro-business, as defined under Atwater Municipal Code Section 5.60, in strict accordance with applicable state and local law, in Atwater, California, County of Merced Assessor's Parcel Number 001-146-013 (the "Project"), consistent with the General Plan, as amended; and

WHEREAS, on June 19, 2019, the Community Development and Resource Commission ("CDRC") held a duly noticed public hearing to consider the Project and Development Agreement; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the City Council finds that the Project is categorically exempt pursuant to Section 15061 (b) (3) of the CEQA Guidelines, "common sense" exemption; and

WHEREAS, on June 19, 2019 the Planning Commission recommended approval of the Development Agreement by the City Council, incorporated herein by reference; and

WHEREAS, on July 22, 2019, and August 12, 2019, the City Council held duly noticed public hearings to consider the Project and Development Agreement; and

WHEREAS, the City Council, based on its independent review and analysis of City staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the Development Agreement:
 - (a) Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole;
 - (b) Will not adversely affect the orderly development of property or the preservation of property values;
 - (c) Is consistent with the provisions of Government Code sections 65864 through 65869.5; and

- (d) Contains a legal description of the property.

WHEREAS, that the City Council finds that the Development Agreement conforms to the Development Agreement Statute.

NOW THEREFORE, the City Council of the City of Atwater does hereby ordain as follows:

Section 1. The Project is in compliance with the General Plan, Zoning District, and the Atwater Municipal Code as amended, including Section 5.60 “Cannabis Business Pilot Program” as it has been adopted by the City Council.

Section 2. The City Manager hereby certifies that the developer/applicant has deposited with the City all associated fees and executed all necessary applications, at this time, associated with the processing of the Development Agreement.

Section 3. The City Council approves a Development Agreement by and between WB Pharms, LLC, attached hereto and made a part of herein, and the City for the development of the Project and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

Section 4. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

Section 5. Notice of the public hearing on the proposed Development Agreement was published in the Merced Sun Star, a newspaper of general circulation, printed and published in the City; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor’s roll.

Section 6. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 et seq.; California Code of Regulations title 14, section 15000 et seq.). The Project is exempt from CEQA pursuant to Section 15061(b)(3) Title 14 of the California Code of Regulations.

Section 7. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 8. Upon the passage of this Ordinance, the City Manager is authorized to execute the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than 30 days after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the Office of the County Recorder as provided

for by Government Code section 65868.5. The Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

PAUL CREIGHTON, MAYOR

ATTEST:

LUCY ARMSTRONG, CITY CLERK

Attachments:

Attachment A WB Pharms, LLC Development Agreement (with associated exhibits)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Atwater
750 Bellevue Road
Atwater, CA 95301
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ (____) day of _____, 2019, by and between the **CITY OF ATWATER**, a California municipal corporation ("City"), and **WB PHARMS, LLC**, a California limited liability company ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.
- B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.
- C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

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- D. On May 14, 2018, the Atwater City Council ("City Council") adopted Ordinance No. CS 996, adding Atwater Municipal Code ("A.M.C.") Chapter 5.60 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- E. Developer proposes to improve, develop, and use real property to operate a vertically integrated cannabis business consisting of retail services, cultivation, and distribution as defined below, in strict accordance with California Cannabis Laws, as defined in Section 1.4 of this Agreement and the A.M.C., as each may be amended from time to time.
- F. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.
- G. Developer submitted an application to the City Community Development Department for consideration of a development agreement for a cannabis business.
- H. Developer has an agreement to lease that certain real property located at 1619 Sycamore Avenue, Atwater, California, in the County of Merced, Assessor's Parcel Number 001-146-013, of which Developer intends to improve approximately twenty two thousand (22,000) square feet of space (the "Site") to operate the Cannabis Business Project, more particularly described in the legal description attached hereto as **Exhibit A** ("Legal Description") and the Cannabis Business Project Site Map attached hereto as **Exhibit B**.
- I. Developer has leased the Site for the purpose of carrying out the Cannabis Business Project. A copy of the lease is attached hereto as **Exhibit C**, within satisfaction of the requirement of A.M.C. Chapter __. The legal owner of the Site is aware of, and agrees to, the Cannabis Business Project operating at the Site.
- J. On _____, the Planning Commission ("PC"), in a duly noticed and conducted public hearing, considered Developer's application for this Agreement. At that public hearing, the Planning Commission recommended the City Council adopt CS 1011, which would allow Developer to operate the Cannabis Business Project at the Site.
- K. On _____, pursuant to Government Code section 65867.5 and following a duly noticed and conducted public hearing, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. CS 1011.

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- L. This Agreement is entered into pursuant to the Development Agreement Statute.
- M. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements the City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- N. The Parties intend, through this Agreement, to allow Developer to develop and operate the Cannabis Business Project in accordance with the terms of this Agreement.
- O. The City Council has determined that this Agreement is consistent with City's General Plan and has conducted all necessary proceedings in accordance with the A.M.C. for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached hereto and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Cannabis Site Legal Description
Exhibit B	Cannabis Dispensary Site Map
Exhibit C	Site Lease
Exhibit D	Notice of Non-Performance Penalty
Exhibit E	Indemnification Agreement
Exhibit F	Notice of Termination
Exhibit G	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) “Additional Insureds” has the meaning set forth in Section 6.1.
- (b) “Additional Licenses” has the meaning set forth in Section 2.4.
- (c) “Adult-use Cannabis” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age and older in California pursuant to the California Cannabis Laws.
- (d) “Agreement” means this Development Agreement, inclusive of all Exhibits attached hereto.
- (e) “Application” has the meaning set forth in Recital G.
- (f) “Assignment and Assumption Agreement” has the meaning set forth in Section 10.1.
- (g) “AUMA” means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.
- (h) “Authorized License” has the meaning set forth in Section 2.3.
- (i) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (j) “California Building Standards Codes” means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the A.M.C.
- (k) “California Cannabis Laws” includes AUMA, MAUCRSA, CUA (as defined below), the Medical Marijuana Program Act of 2004 codified as Health and Safety Code

{CW078359.1}

sections 11362.7 through 11.62.83, and any other applicable laws that may be enacted or approved.

(l) “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.

(m) “Cannabis Business Pilot Program” means the cannabis business program established and authorized by A.M.C. Chapter 5.60.

(n) “Cannabis Business Project” means the vertically integrated cannabis business consisting of consisting of retail services, cultivation, and distribution operated by Developer on the Site pursuant to the Authorized License.

(o) “Cannabis Manufacturing Business” means a business engaged in commercial cannabis activity pursuant to a state approved Type 6 or 7 licenses, Type A and M licenses.

(p) “Cannabis product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(q) “CEQA” means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines, as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(r) “City” means the City of Atwater, a municipal corporation having general police powers.

(s) “City Council” means the City of Atwater City Council, as defined in A.M.C. Section 1.04.020.

(t) “City Manager” means the City Manager of the City of Atwater, or his or her designee, as described in A.M.C. Section 2-4.

{CW078359.1}

(u) "Charged Party" has the meaning set forth in Section 8.1.

(v) "Charging Party" has the meaning set forth in Section 8.1.

(w) "Commercial Cannabis Activity" includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

(x) "Community Development and Resources Commission" means the City of Atwater Community Development and Resources Commission, as established by A.M.C. section 2.30.010.

(y) "Conditional Use Permit" means a conditional use permit issued by City pursuant to A.M.C. section 36-23.24.

(z) "CUA" means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(aa) "Developer" means WB Pharms, LLC, a California limited liability company. Developer also has the meaning set forth in Section 6.1.

(bb) "Development Agreement Statute" has the meaning set forth in Recital E.

(cc) "Exhibits" has the meaning set forth in Section 1.3.

(dd) "Gross Receipts from Operations" means total revenue actually received or receivable from operation of the Cannabis Business Project, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";

3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit; and
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 4.2, all sales of cannabis products through the Cannabis Business Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(ee) "Indemnification Agreement" has the meaning set forth in Section 6.3.

(ff) "Major Amendment" means an amendment that shall have a material effect on the terms of this Agreement. A Major Amendment also has the meaning set forth in Section 2.4. Major Amendments shall require approval by the City Council.

(gg) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(hh) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*, as may be amended from time to time.

(ii) "MCRSA" has the meaning set forth in Recital A.

(jj) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(kk) "Minor Amendment" means a clerical amendment to this Agreement that shall not materially affect the terms of this Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 1.7.

(ll) "Mortgage" has the meaning set forth in Article 7.

(mm) "Non-Performance Penalty" has the meaning set forth in Section 4.3.

(nn) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(oo) "Notice of Termination" has the meaning set forth in Section 9.1.

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(pp) “Processing Costs” has the meaning set forth in Section 1.11.

(qq) “Project Litigation” has the meaning set forth in Section 10.7.

(rr) “Public Benefit” has the meaning set forth in Section 4.2.

(ss) “Public Benefit Amount” has the meaning set forth in Section 4.2.

(tt) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(uu) “State Cannabis Regulations” means the regulations promulgated by the State Licensing Authority pursuant to the California Cannabis Laws (3 CCR § 8000 *et seq.*, 17 CCR § 40100 *et seq.*, 42 CCR 35000 *et seq.*, or their respective successors).

(vv) “State Taxing Authority” has the meaning set forth in Section 4.2.

(ww) “Subsequent City Approvals” has the meaning set forth in Section 3.1.

(xx) “Term” has the meaning set forth in Section 1.7.

(yy) “Type 1A license” or “Specialty Indoor” means a state license issued by the Department of Agriculture pursuant to the California Cannabis Laws for indoor cultivation using exclusively artificial lighting of between 501 and 5,000 square feet of total canopy size on one premises.

(zz) “Type 2A license” or “Small Indoor” means a state license issued by the Department of Agriculture pursuant to the California Cannabis Laws for indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(aaa) “Type 3A license” or “Indoor” means a state license issued by the Department of Agriculture pursuant to the California Cannabis Laws for indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises.

(bbb) “Type 4 license” or “Nursery” means a state license issued by the Department of Agriculture pursuant to the California Cannabis Laws for the cultivation of cannabis solely as a nursery.

(ccc) “Type 6 license” or “Manufacturer 1” means a state license issued by the Department of Public Health pursuant to the California Cannabis Laws for manufacturing sites that produce cannabis products using nonvolatile solvents.

(ddd) “Type 7 license” or “Manufacturer 2” means a state license issued by the Department of Public Health pursuant to the California Cannabis Laws for manufacturing sites that produce cannabis products using volatile solvents.

(eee) “Type 10 license” or “Retailer” means a state license issued by the Bureau of Cannabis Control pursuant to the California Cannabis Laws for the retail sale of cannabis and cannabis products.

(fff) “Type 11 license” or “Distributor” means a state license issued by the Bureau of Cannabis Control pursuant to the California Cannabis Laws for the distribution of cannabis and cannabis products from manufacturer to dispensary.

(ggg) “Type 12 license” or “Microbusiness” means a state license issued by a State Licensing Authority pursuant to the California Cannabis Laws relating to cannabis cultivation, manufacturing, and distribution.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Cannabis Business Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Cannabis Business Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the “Effective Date”).

Section 1.7. Term. The “Term” of this Agreement is five (5) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) Government Tolling or Termination. City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity within the City to comply with federal or state law. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for no longer than one (1) calendar year (the “Tolling Period”). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling period exceeds one (1) calendar year to comply with federal or state law.

(b) Developer Tolling or Termination. Developer may not temporarily halt or terminate this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement or by mutual agreement of the Parties.

Section 1.8. Priority of Enactment. In the event of a conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (c) Conditional Use Permit, (d) Indemnification Agreement, and (e) Subsequent City Approvals.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Twenty-Five Thousand Dollars (\$25,000) with City to pay for all actual fees and expenses incurred by City that are related to the preparation and processing of this Agreement, including recording fees, publishing fees, staff time, and consultant and attorneys' fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Cannabis Business Project have been received and paid by City.

(a) Apportionment of Processing Costs. If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, Developer shall deposit with City such additional funds necessary, to pay for all Processing Costs within thirty (30) days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may terminate this Agreement.

(b) Accounting. Developer may request, and City shall issue within a reasonable time not to exceed thirty (30) days, an accounting and written acknowledgement of Processing Costs paid to City.

**ARTICLE 2
DEVELOPMENT OF PROPERTY**

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Cannabis Business Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer’s written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Cannabis Business Project consistent with this Agreement, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license type (the “Authorized License”):

Type 6	Cultivation
Type 10	Retailer
Type 11	Distributor

Pursuant to this Agreement, Developer shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Developer shall begin operations of the Cannabis Business Project under the Authorized License within six (6) months of the issuance of a Conditional Use Permit or adoption of the operative ordinance approving this Agreement, whichever is later, unless Developer is prevented from doing so due to any event or circumstance set forth in section 8.6 of this Agreement. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer, Developer shall immediately cease Commercial Cannabis Activity and any other operations on the respective Site. Developer shall also, within thirty (30) days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority’s denial or rejection of the Authorized License. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and the Cannabis Business Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized License additional license types once that license is applied for or

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obtained from the appropriate State Licensing Authority (the “Additional Licenses”). Such request shall be a Major Amendment to this Agreement.

Section 2.5. Conditional Use Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals for each location. Developer shall be required to comply with all provisions of the A.M.C. and any City rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. Nothing in this Agreement shall be construed as limiting the ability of City to amend the A.M.C. or issue rules or administrative guidelines associated with implementation of the Cannabis Business Pilot Program or Developer’s obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Cannabis Business Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City’s exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited or limited in any way by this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

(a) Contemplated City Rules and Guidelines. City anticipates issuing additional rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. City may establish requirements that are identical to or place a higher standard of care as existing provisions of the California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines that are not listed in this Section as part of the Cannabis Business Pilot Program. Developer shall comply with any and all administrative guidelines adopted by City that govern or pertain to the Cannabis Business Project.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the A.M.C. is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such A.M.C. changes shall not be applied to the Site or the Cannabis Business Project; provided, however, the Parties acknowledge that City’s approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement

remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Cannabis Business Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the A.M.C. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Cannabis Business Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Cannabis Business Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and the Cannabis Business Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the A.M.C., or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Cannabis Business Pilot Program. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the A.M.C. or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation, provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to, or election to

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terminate, the Cannabis Business Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the Cannabis Business Project contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Cannabis Business Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency in a way that does not have a material adverse impact on the Cannabis Business Project, City may select an option which, in its discretion, minimizes, so far as reasonably possible, the impact on development and use of the Cannabis Business Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the A.M.C. and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement (“Subsequent City Approvals”). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the A.M.C., and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Cannabis Business Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement

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and not prevent, hinder, or compromise development or use of the Site as contemplated by the Parties in this Agreement.

**ARTICLE 4
PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT**

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a “Ministerial Fee” and collectively, the “Ministerial Fees”).

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement, and the Cannabis Business Project, confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer (the “Public Benefit”). In consideration of the foregoing, Developer shall remit to City as follows (the “Cannabis Business Public Benefit”):

Effective Date	No Public Benefit Due.
First (1 st) Business Day following the 1 st Month in which Developer commences Commercial Cannabis Activity.	\$15,000 or 5% of Gross Receipts from Operations each month, whichever is greater (“ <u>Tier 1 Amount</u> ”).
1 st Business Day of the Thirteenth (13 th) Month in which Developer commences Commercial Cannabis Activity.	\$25,000 or 5% of Gross Receipts from Operations each month, whichever is greater (“ <u>Tier 2 Amount</u> ”).
1 st Business Day of the Twenty-fifth (25 th) Month in which Developer commences Commercial Cannabis Activity.	\$28,000 or 5% of Gross Receipts from Operations each month, whichever is greater (“ <u>Tier 3 Amount</u> ”).
1 st Business Day of the _____() Month in which Developer commences Commercial Cannabis Activity.	\$32,000 of 5% of Gross Receipts from Operations each month, whichever is greater (“ <u>Tier 4 Amount</u> ”).
1 st Business Day of the _____() Month in which Developer commences Commercial Cannabis Activity.	\$35,000 of 5% of Gross Receipts from Operations each month, whichever is greater (“ <u>Tier 5 Amount</u> ”).

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(b) Collectively, these tier amounts shall be known as the “Public Benefit Amount”.

(c) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either’s successor agency (the “State Taxing Authority”) for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Cannabis Business Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a State Licensing Authority within forty-five (45) days of that submission.

Any failure or refusal of Developer to provide any statement or report to City, the State Taxing Authority, or any other State Licensing Authority, as required within the time required, or to pay such sums due hereunder when the same are due and payable in accordance with the provisions of this Agreement, may constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Developer shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the applicable State Cannabis Regulations. All records required by this Section shall be maintained and made available for City’s examination and duplication (physical or electronic) at the Site or at an alternate facility as approved in writing by the City Manager, or his or her designee.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due, as required by this Agreement, including the Public Benefit Amount, City may impose a “Non-Performance Penalty.” A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a “Notice of Non-Performance Penalty,” attached hereto as **Exhibit D**. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay the City interest at the rate of eighteen percent (18%) per annum,

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computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and the Cannabis Business Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Merced, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement).

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods and the existing level of service of City infrastructure and services to accommodate for the Cannabis Business Project.

ARTICLE 6 INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Cannabis Business Project, including its contractors and subcontractors (collectively, “Developer” for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) Workers' Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Cannabis Business Project and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Cannabis Business Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, shall be maintained by Developer.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request and within seven (7) days of said request, certified copies of endorsements and policies and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City, and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Cannabis Business Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals related to the Cannabis Business Project. Developers shall execute the indemnification agreement ("Indemnification Agreement") attached hereto as **Exhibit E**.

Section 6.4. Failure to Indemnify; Waiver. Failure by Developer to indemnify City, when required by this Agreement and the Indemnification Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Cannabis Business Project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against City, or City's Agents, based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer, therefore, waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council; or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed.

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Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing. City agrees to not unreasonably withhold its authorization.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than ten (10) days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such ten (10) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the ten (10) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within ten (10) days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement and give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Cannabis Business Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 within thirty (30) days from the expiration of the ten (10) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party, or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement, pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in ten (10) days or within such longer period specified in the notice, or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice. An extension of the ten (10) day cure period may be given by mutual consent of the Parties.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City, nor will any permit be issued to Developer until the default is cured or the Agreement is terminated.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Cannabis Business Project's performance, at least seven (7) days prior to such periodic review. Developer shall be entitled to appeal a determination of City or the City Manager to the City Council. Any appeal must be filed within ten (10) days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or the City Council, as applicable. The reasonable cost for City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by City in connection with the review.

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Section 8.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Dispensary Site, Microbusiness Site, Cannabis Business Project, or the subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Cannabis Business Project and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to Section 9.1(c) of this Agreement.

Section 8.6. Forced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

Section 8.7. Appeals. Developer may appeal any adverse decision or action of City pursuant to A.M.C. Chapter 1.12.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the “Notice of Termination” attached hereto as **Exhibit F**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer’s Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City’s Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and Section 10.10, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption.

(a) Assignment and Related Background Checks. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of the Site or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an “Assignment and Assumption Agreement” in the form attached hereto as **Exhibit G**. Notwithstanding the above, the City Manager shall evaluate in good faith any request for a transfer of rights to a third party under this Agreement, and shall not unreasonably withhold approval of such request. The City Manager's evaluation shall take into consideration the experience of

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and resources available to the prospective transferee relative to their ability to competently assume the commercial cannabis business operation, and applicable background information of the third party, including but not limited to a background check for criminal activity, a history of legal actions such as filing for bankruptcy, civil lawsuits involving claims of fraud or related actions. Additionally, the City Manager may, at his or her discretion, deny a transfer request for any of the reasons contemplated in California Code of Regulations, tit. 16, sections 5017-5018.

(b) Successor in Interest. Developer shall have the right to name a successor in interest who may assume ownership of the Cannabis Business Project and permits thereunder in the event of the Developer or its principal's death or incapacity, provided the City Manager has conducted a background check of the named successor in interest, subject to the provisions for assignments to third parties set forth above, and there are no issues related to his or her background that would preclude eligibility to operate the Cannabis Business Project. Developer shall designate its successor in interest in writing and provide notice to the City as set forth below.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Cannabis Business Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Cannabis Business Project, as appropriate, runs with the Site and is binding upon Developer.

Developer may, subject to any zoning restrictions or necessary land use entitlement approvals transfer its rights and obligations under this Agreement to apply to an alternative physical premise provided the premises are suitable and appropriately zoned for the Commercial Cannabis Activities contemplated under this Agreement and the City's rules and regulations. Developer hereby acknowledges that it shall be required to obtain any necessary City and state permits and approvals, including but not limited to a Major Amendment to this Agreement, and obtain a Conditional Use Permit for any alternative premises in order to conduct business at such an alternative premises.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a

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Saturday, Sunday, or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express, or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Atwater
750 Bellevue Road
Atwater, California 95301
Attention: City Manager

and

If to Developer: WB Pharms, LLC
Byron Bogaard
20195 Arlon Street
Hilmar, CA 95324

and:

Jessica Tremble
20195 Arlon Street
Hilmar, CA 95324_____

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the state of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall proceed pursuant to the

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Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services (“JAMS”). Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by an arbitrator or court of competent jurisdiction to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing Party in any such action shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement, or any associated entitlement necessary or directly related to this Agreement, permit, or approval granted by City to Developer for the Cannabis Business Project (collectively, “Project Litigation”), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys’ fees, and expenses of litigation awarded to the prevailing Party or Parties in such litigation. Developer shall pay all litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City’s reasonably anticipated Project Litigation fees and costs.

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Section 10.8. Constructive Notice and Acceptance. Every person who, after the Effective Date and recording of this Agreement, owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009, subdivision (c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Joint and Several Liability. Developer shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party. Developer agrees that City may impose a lien and seek foreclosure on any parcel of the Site due to any default by Developer.

Section 10.11. Change in State Regulations. In no event shall Developer operate the Cannabis Business Project in violation of the Agreement, or State Cannabis Regulations, as may be amended from time to time.

Section 10.12. Standard Terms and Conditions.

(a) Venue. Venue for all legal proceedings shall be the JAMS Resolution Center in Sacramento, California.

(b) Waiver. A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site or the Cannabis Business Project.

(e) Captions. The captions of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word “person” includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement,

no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) Document Preparation. This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

(n) Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(o) Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(p) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

“DEVELOPER”

Date: _____, 2019

Date: _____, 2019

CITY OF ATWATER, a
California municipal corporation

WB PHARMS, LLC, a California Limited
Liability Company

By: _____
Lori Waterman
City Manager

By: _____
Its: _____

Attest:

By:

App. **X** _____

By: _____
City Attorney

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

Exhibit A
Cannabis Site Legal Description

{CW078359.1}

Exhibit B
Cannabis Dispensary Site Map

{CW078359.1}

Exhibit C
Site Lease

{CW078359.1}

Exhibit D

Notice of Non-Performance Penalty

DATE: _____, 20__

PARTIES: CITY OF ATWATER, a California municipal corporation
750 Bellevue Road
Atwater, California 95301

WB Pharms, a California Limited Liability Company

THIS NOTICE OF NON-PERFORMANCE PENALTY ("Penalty Notice") is being executed by the City of Atwater, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Merced County, California, on _____, 2019, City recorded a development agreement between City and _____, dated _____, 2019 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary and microbusiness.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit on the first business day of each month during the term of the Development Agreement.
- C. On _____, 20__, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts ("Penalty"). As of _____, 20__, the past due amount equals \$_____. The Penalty owed by Developer equals \$_____ ("Penalty Amount").
- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice ("Penalty Due Date").
- F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then, in addition to the Penalty

Amount specified in subdivision (D), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (E). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20__, the Penalty Interest Payment amount equals \$_____.

G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

NOW, THEREFORE, City hereby provides Developer the Penalty Notice required by Section 4.5 of the Development Agreement. This Penalty Notice shall be effective upon notice pursuant to Section 10.3 of the Development Agreement.

CITY OF ATWATER,
a California municipal corporation

By: _____
City Manager

Exhibit E

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING (“Agreement”) is made and entered into on this ___ day of _____ 2019, (“Effective Date”) by and between the City of Atwater, a California municipal corporation, (“City”) and WB Pharms, a California Limited Liability Company (collectively, “Applicant”). City and Applicant may be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. In 1996, the people of the state of California approved Proposition 215, the Compassionate Use Act of 1996 (“CUA”). The CUA enables seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted Senate Bill 420, entitled the Medical Marijuana Program (“MMP”), which authorizes qualified patients and their primary caregivers to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code.

B. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

C. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act (“AUMA”). AUMA legalizes the cultivation, commercial sale, and possession of recreational cannabis for adults age 21 and older.

D. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction.

E. On December 7, 2017, California state cannabis licensing authorities issued emergency regulations that apply to AUMA and MAUCRA and further regulate businesses engaged in commercial cannabis activity.

F. Atwater Municipal Code ("A.M.C.") Chapter 5.60 authorizes cannabis businesses to operate within the City under specified restrictions pursuant to a Cannabis Pilot Program.

G. Applicant intends to improve, develop, and use real property to operate a Cannabis business (the "Project") within the City in strict compliance with MAUCRSA and A.M.C. Chapter 5.60.

H. Applicant has an agreement to lease that certain real property located at 664 Railroad Avenue in the City of Atwater, identified as Merced County Assessor's Parcel 003-170-009 (the "Project") Applicant intends to improve approximately twenty four thousand (24,000) square feet of space and operate the Project on the Property.

I. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

J. It is in the public interest for City and Applicant to enter into this Agreement, as Applicant will benefit from City's processing of the Project.

K. Applicant desires to enter into this Agreement to fulfill a condition of approval of the Project, which is a prerequisite for construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth below, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Applicant's Indemnification Obligations.

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against

City, or City's Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements necessary or directly related to the Project by reason of the action or inaction of City, or City's Agents. Applicant's duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful misconduct of City, or City's Agents.

Applicant's obligations under this Agreement to indemnify City shall apply to any claim, lawsuit or challenge against City brought against the Project, specifically including, but not limited to, any legal challenge based on the California Environmental Quality Act, codified in California Public Resources Code section 21000 et seq.; actions or proceedings brought to challenge the validity of environmental documents prepared in conjunction with the approval of the Project or Land Use Entitlements, or the requirements of any other federal, state, or local laws, including, but not limited to, general plan, specific plan, and zoning requirements.

2.2. Tender of Defense. Upon receiving notice of a claim and pursuant to Article 6 of the Land Use Entitlements, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. Regardless of whether Applicant chooses to defend City pursuant to Section 6.4 of the Land Use Entitlements, City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to City within thirty (30) days of written notification from City ("Cost Deposit"), to cover the estimated fees and costs associated with City's defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant's failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Project, or any portion thereof, and a waiver of Applicant's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of the Land Use Entitlements, or City's failure to defend any claim, action or proceeding based on Applicant's failure to indemnify City.

2.5. Satisfaction of Judgment. With respect to any claims, demands, acts, causes of action, damages, costs, expenses, settlements, losses or liabilities which Applicant has indemnified City against, Applicant shall pay and satisfy any judgment,

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award, settlement or decree that may be rendered or agreed against City and City's Agents arising out of any final, non-appealable judicial or administrative action.

2.6. Payment of Costs and Fees. Applicant's obligations under this Agreement to defend and indemnify City shall include, but not be limited to, payment of all court costs and attorneys' fees, all litigation-related costs, all costs of any judgments or awards against City, or all settlement costs which arise out of City's processing or approval of the Project.

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise transfer all or any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of ownership of the real property upon which the Project is located (or any interest therein). However, Applicant may be released from such obligations if Applicant obtains City's prior written consent to such transfer, which consent shall not be unreasonably withheld.

Section 3. City's Obligations. City shall notify Applicant of any claim, action or proceeding within ten (10) business days of receiving service of any claim, action or proceeding. If City fails to notify Applicant of any claim, action, or proceeding, Applicant shall not, thereafter, be responsible to defend, indemnify, or hold City harmless. City shall have and retain, in its sole discretion, the right to not participate in the defense of any claim, action, or proceeding. At its sole discretion, City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

Section 4. Notice. Any notice or communication required hereunder between City and Applicant must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt

issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Atwater
750 Bellevue Road
Atwater, California 95301
Attention: City Manager

and _____

If to Applicant: WB Pharms, LLC

and: _____

Section 5. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by City and Applicant.

Section 6. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. Agreement is Voluntary. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other Party other than those contained in this Agreement. This Agreement incorporates the entire understanding of the Parties and recites the sole consideration of the promises and agreements contained within it. The Parties have read this

{CW078359.1}

Agreement and are fully aware of its contents and legal effect.

Section 8. Time of Essence. Time is of the essence for this Agreement, and each section contained within this Agreement is made and declared to be a material, necessary, and essential part of this Agreement.

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement, and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement.

Section 12. Ambiguities. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

Section 13. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 14. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. The Parties will act in good faith to carry out the intent of this Agreement.

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Merced.

Section 17. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 18. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 19. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

WB Pharms, LLC, a California Limited Liability Company

By: _____

Name: _____

Its: _____

Date: _____

CITY

City of Atwater, a California municipal corporation

By: _____
Lori Waterman, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit F

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Atwater
750 Bellevue Road
Atwater, CA 95301
Attention: City Clerk

SPACE ABOVE THIS LINE FOR

RECORDER'S USE

Recording Fee Exempt per
Government Code § 6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20__

PARTIES: CITY OF ATWATER, a California municipal corporation
750 Bellevue Road
Atwater, California 95301

WB PHARMS, LLC, a California Limited Liability Company



THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Atwater, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Merced County, California, on _____, 2019, City recorded a development agreement between City and WB Pharms, LLC, dated _____, 2019 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary and microbusiness.
- B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires three (3) years from _____, 2019, on _____, 20__.

C. Pursuant to Section 9.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ day of _____, 20__, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation and release, shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Merced, State of California.

CITY OF ATWATER,
a California municipal corporation

By: _____
City Manager

Exhibit G

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Atwater
750 Bellevue Road
Atwater, CA 95301
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code
§ 6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (Agreement) is entered into this _____ day of _____, 20____, by and between _____, a California limited liability company (Assignors), and _____ (Assignee).

RECITALS

A. On _____, 20____, Assignor and the City of Atwater (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Atwater, a California municipal corporation, and WB Pharms, LLC, a California Limited Liability Company," relating to the improvement, development, and use of real property to operate a cannabis business (the "Development Agreement"), originally recorded upon Merced County Assessor's Parcel Number _____ (the "Property").

B. Section 10.1 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City.

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements Section 10.1 of the Development Agreement for an

Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.

2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.

3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement.

4. This Agreement shall take effect and be binding only upon the City Manager's consent to and approval of the Agreement.

5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.1 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.

6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR/ DEVELOPER:

WB Pharms, LLC, a California Limited Liability Company

Its: _____

ASSIGNEE

_____, a
California _____

By: _____

Its: _____

AGREED TO AND ACCEPTED:

CITY OF ATWATER, a
California municipal corporation

City Manager

I, Robert Riechel, Jr, am the trustee of the RWR Trust and rightful owner of the land recorded September 16, 1919, in Book 7 of Maps, page 35, in the office of the County Recorder of Merced, State of California, Lots 134, 135, 137, and 138. This property, located off of Sycamore Street, is the location of the planned WB Pharms Microbusiness. I acknowledge and consent to the use of this land as a commercial cannabis microbusiness. The sale of this land to WB Pharms is contingent on the approval of state and local licenses and permits regarding the Cannabis business.

Regards

DocuSigned by:
Robert Riechel
5C0B86E4FEC944E...

Robert Riechel, Jr

M. STEPHEN JONES
County Recorder

P Public

P

Doc#: 2007-037238



Titles:	1	Pages:	3
Fees			13.00
Taxes			0.00
Other			0.00
PAID			\$13.00

**Recording requested by/
when recorded return to:**
Donald J. Proietti
Allen, Proietti & Fagalde
P.O. Box 2184
Merced, CA 95344-0184

Mail tax statements to:
Robert W. Riechel
41 Seaview Drive
Montecito, CA 93108

APN. 001-146-013

TRUST TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor declares under penalty of perjury that the following is true and correct:

There is no documentary transfer tax due.

Transfer to a revocable trust.

GRANTOR(S): ROBERT W. RIECHEL

Hereby **GRANT(S) to:** ROBERT W. RIECHEL, TRUSTEE OF THE RWR TRUST dated May 25, 2007.

The following described real property in the City of Atwater, County of Merced, State of California:

Lots 134, 135, 137 and 138, as shown upon that certain map entitled "MAP OF SIERRA VISTA ADDITION NO. 3 TO THE TOWN OF ATWATER", recorded September 16 1919 in Book 7 of Maps, page 35, in the office of the County Recorder of the County of Merced, State of California.

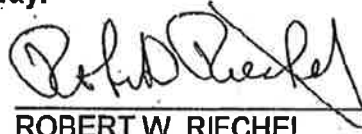
EXCEPTING all that portion of said lot 138 conveyed to the State of California by deed recorded March 2, 1995 in Vol. 1194 of Official Records, page 428, and being more particularly described as follows:

BEGINNING at a point marking the most westerly corner of said Lot 138; thence South 76° 24' 12" East, 208.61 feet to a point marking the southeast corner of said Lot 138; thence North 65° 25' West, 119.60 feet to the point of beginning.

ALSO the underlying fee interest appurtenant to the above described portion of said Lot 138 in the adjoining public way.

Dated:

6-25-07



ROBERT W. RIEHEL

STATE OF CALIFORNIA)
COUNTY OF ~~MERCED~~ ^{Santa Barbara}) ss.

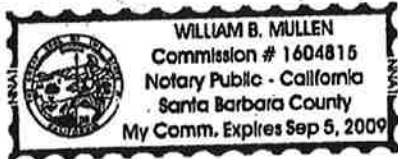
On this 25th day of June, 2007, before me, the undersigned,
William B. Mullen, a Notary Public in and for said State, personally appeared,
ROBERT W. RIECHEL

 personally known to me

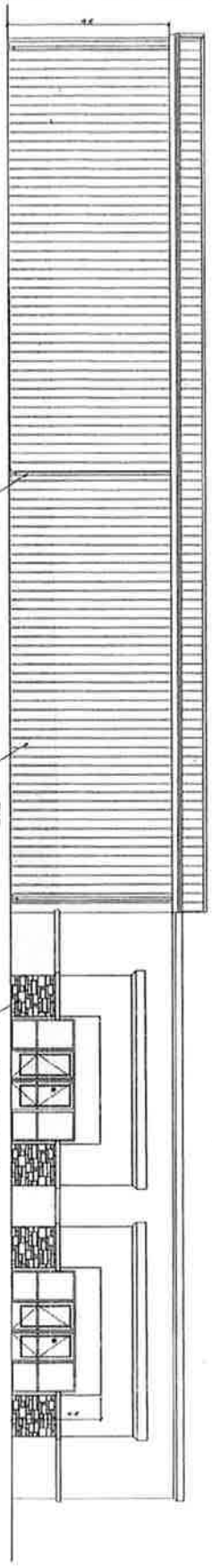
X proved on the basis of satisfactory evidence

to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entities upon behalf of which the persons acted, executed the instrument.

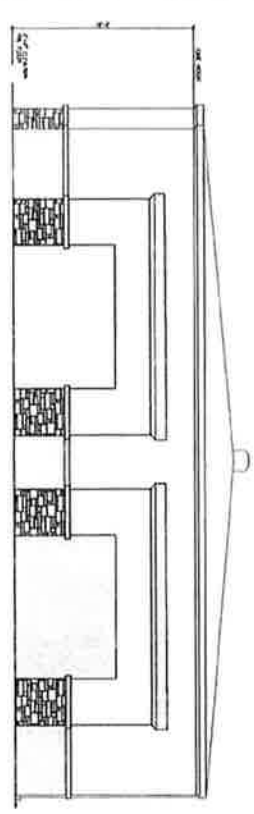
WITNESS my hand and official seal.



William B. Mullen
Notary Public in and for said State



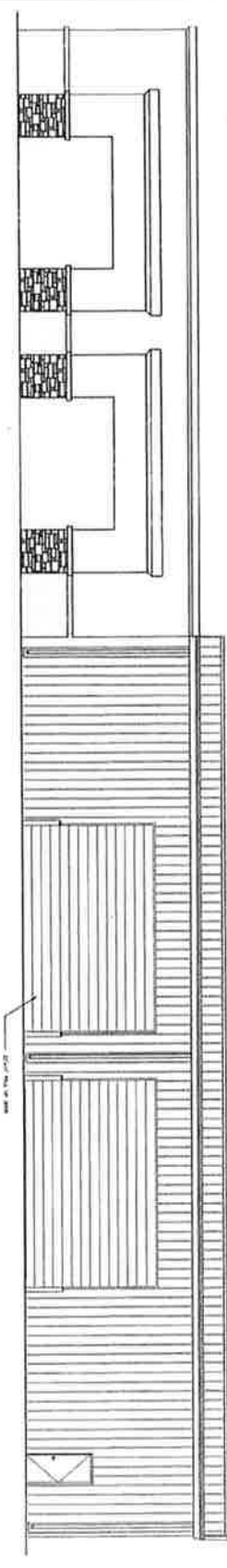
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



BACK ELEVATION
SCALE: 1/8" = 1'-0"

**NEW BUILDING FOR
BYRON BOGAARD**
Sycamore Ave.

GV
GOLDEN VALLEY
ENGINEERING & SURVEYING
210 West 1st Street, Suite 100
P.O. Box 1000
San Jose, CA 95133
Tel: (408) 253-2200
Fax: (408) 253-2204

Professional Seal: [Blank]

DATE: 01/11/2018
DRAWN BY: [Blank]
CHECKED BY: [Blank]
PROJECT: [Blank]

BYRON BOGAARD
210 West 1st Street, Suite 100
P.O. Box 1000
San Jose, CA 95133
Tel: (408) 253-2200
Fax: (408) 253-2204

Professional Seal: [Blank]

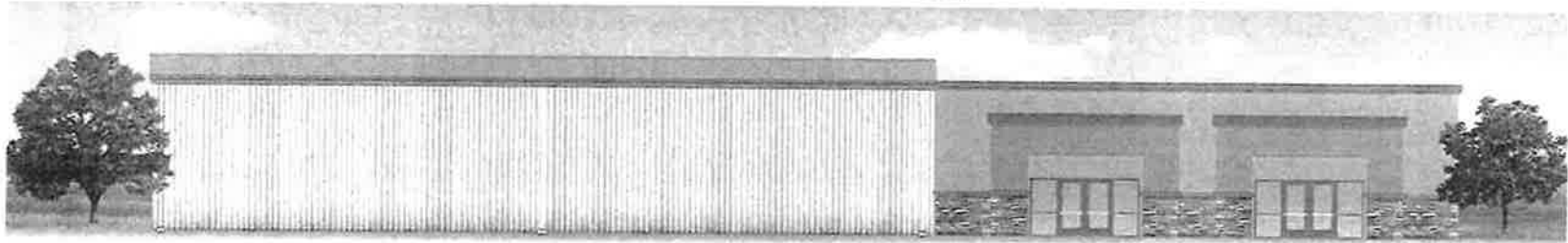
DATE: 01/11/2018
DRAWN BY: [Blank]
CHECKED BY: [Blank]
PROJECT: [Blank]

A2.0

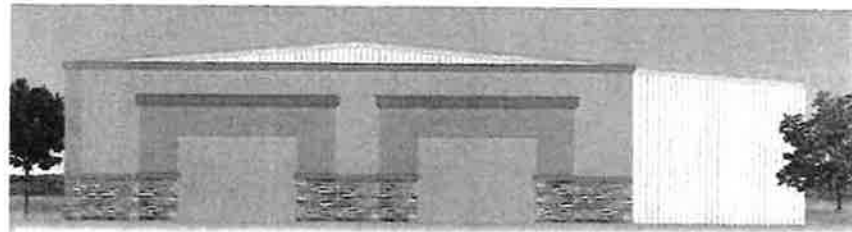
ATWATER

CALIFORNIA

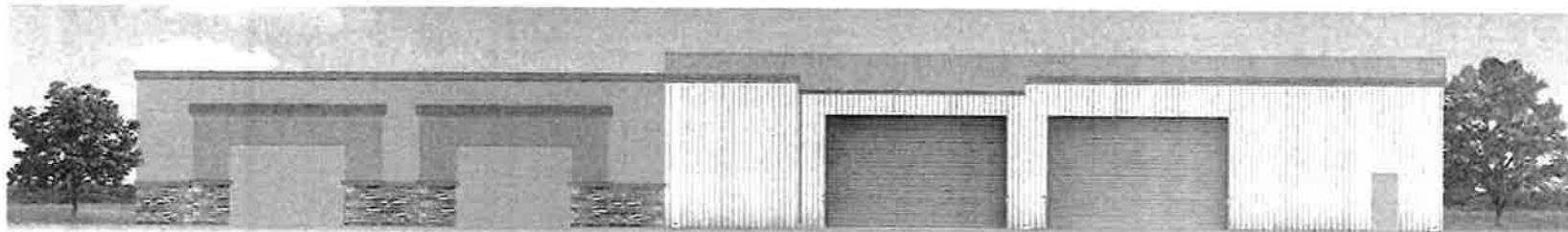
WB PHARMS



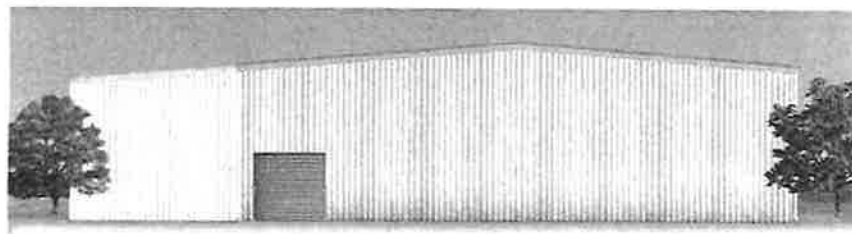
SOUTHWEST ELEVATION



NORTHWEST ELEVATION



NORTHEAST ELEVATION



SOUTHEAST ELEVATION

I, Robert Riechel, Jr, am the trustee of the RWR Trust and rightful owner of the land recorded September 16, 1919, in Book 7 of Maps, page 35, in the office of the County Recorder of Merced, State of California, Lots 134, 135, 137, and 138. This property, located off of Sycamore Street, is the location of the planned WB Pharms Microbusiness. I acknowledge and consent to the use of this land as a commercial cannabis microbusiness. The sale of this land to WB Pharms is contingent on the approval of state and local licenses and permits regarding the Cannabis business.

Regards

DocuSigned by:

Robert Riechel

5C0B66E4FEC044E...

Robert Riechel, Jr

M. STEPHEN JONES
County Recorder

P Public

P

Doc#: 2007-037238



Titles: 1	Pages: 3
Fees	13.00
Taxes	0.00
Other	0.00
PAID	\$13.00

**Recording requested by/
when recorded return to:**

Donald J. Proietti
Allen, Proietti & Fagalde
P.O. Box 2184
Merced, CA 95344-0184

Mail tax statements to:

Robert W. Riechel
41 Seaview Drive
Montecito, CA 93108

APN. 001-146-013

TRUST TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A § 1 et seq.)

The undersigned Grantor declares under penalty of perjury that the following is true and correct:

There is no documentary transfer tax due.

Transfer to a revocable trust.

GRANTOR(S): ROBERT W. RIECHEL

Hereby GRANT(S) to: ROBERT W. RIECHEL, TRUSTEE OF THE RWR TRUST dated May 25, 2007.

The following described real property in the City of Atwater, County of Merced, State of California:

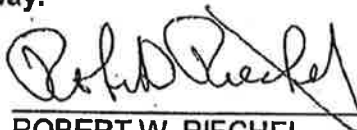
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EXCEPTING all that portion of said lot 138 conveyed to the State of California by deed recorded March 2, 1995 in Vol. 1194 of Official Records, page 428, and being more particularly described as follows:

BEGINNING at a point marking the most westerly corner of said Lot 138; thence South $76^{\circ} 24' 12''$ East, 208.61 feet to a point marking the southeast corner of said Lot 138; thence North $65^{\circ} 25'$ West, 119.60 feet to the point of beginning.

ALSO the underlying fee interest appurtenant to the above described portion of said Lot 138 in the adjoining public way.

Dated: 6-25-07



ROBERT W. RIECHEL

STATE OF CALIFORNIA)
COUNTY OF ~~MERCED~~ ^{Santa Barbara})ss.

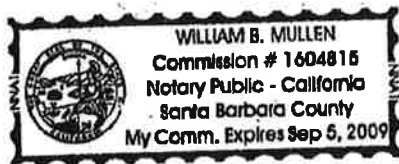
On this 25th day of June, 2007, before me, the undersigned,
William B. Mullen, a Notary Public in and for said State, personally appeared,
ROBERT W. RIECHEL

_____ personally known to me

X proved on the basis of satisfactory evidence

to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



William B. Mullen
Notary Public in and for said State

ASSIGNMENT OF REAL AND PERSONAL PROPERTY TO TRUST

ROBERT W. RIECHEL ("Settlor") hereby assigns, transfers and conveys all of his right, title and interest in and to all of his real and personal property, whether tangible or intangible, owned by him and not disposed of by his individual will or otherwise, and wherever situated, to ROBERT W. RIECHEL, trustee of the RWR 2007 TRUST dated May 23, 2007.

It is the intent of the Settlor to provide the Trustee in office from time to time under the trust agreement with a cause of action under California Probate Code Section 850 for all assets standing in the name of Settlor.

Dated: May 23, 2007


ROBERT W. RIECHEL, Settlor

ACCEPTANCE OF ASSIGNMENT TO TRUST

The undersigned, as Trustee of the ROBERT W. RIECHEL 2007 REVOCABLE TRUST, hereby accepts and consents to the foregoing Assignment of Real and Personal Property to Trust pursuant to the provisions of the RWR 2007 TRUST.

Dated: May 23, 2007


ROBERT W. RIECHEL, Trustee

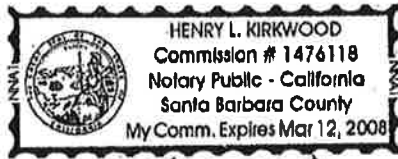
Embassy

STATE OF CALIFORNIA)

COUNTY OF Santa Barbara ^{SS.}

On MAY 25 2007, before me, HENRY L. KIRKWOOD a notary public in and for said State, personally appeared ROBERT W. RIECHEL personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



805-565-2230

[Signature]
Notary Public in and for said State.

My Commission Expires: MARCH 12, 2008

Embasssee

5. Upon the death, resignation or the placement under conservatorship of Settlor by a court of competent jurisdiction, Settlor's term as Trustee shall terminate.

6. Upon the Temporary Incapacity of the Settlor or upon the termination of Settlor's term as Trustee, for all trusts hereunder, the persons listed below shall serve as successor Trustees in the order named:

First: ROBERT WALTER RIECHEL, JR.

Second: DAVID CURTIS RIECHEL

7. Any Trustee may resign at any time. The resigning Trustee must give written notice of the resignation by personal delivery or registered mail to all income beneficiaries. The resignation becomes effective on the acceptance of office by a designated successor Trustee.

8. No Trustee named or designated as authorized in this instrument shall be liable to any beneficiary or to any heir of the Settlor for the Trustee's acts or failure to act, except for willful misconduct or gross negligence.

9. No bond shall be required of any Trustee named in this instrument or of anyone appointed as Trustee in the manner specified herein for the faithful performance of such Trustee's duties.

ARTICLE SEVEN

The Trustee shall have the following powers and discretions as well as all powers and discretions conferred by the California Trust Law:

1. Continuing Investments: The Trustee may continue to hold any property, including shares of the stock of any corporate Trustee hereunder, and

may operate at the risk of the trust any business received or acquired by the Trustee as long as the Trustee shall deem advisable.

2. Management: The Trustee may manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair real, personal and mixed property.

3. Leases: The Trustee may lease property for terms within or beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil and other minerals, and may enter into community oil leases, pooling, and unitization agreements.

4. Borrowing: The Trustee may borrow money, and may encumber or hypothecate property (by mortgage, deed of trust, pledge, or otherwise) for the debts of the trust or a co-owner of trust property.

5. Insurance: The Trustee may carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee shall deem advisable to protect the trust and the Trustee against any hazard.

6. Litigation: The Trustee may, at the expense of the trust, commence or defend such litigation with respect to the trust, or any property of the trust, as the Trustee may deem advisable.

7. Compromise: The Trustee may compromise or otherwise adjust any claims or litigation against or in favor of the trust.

8. Investments: The Trustee may invest and reinvest any trust property in every kind of property (real, personal, or mixed), and every kind of investment – specifically including but not limited to corporate obligations of every kind, stocks (preferred or common), bonds, shares of investment trusts, investment companies, mutual funds, partnership interests, commodities and commodities futures, mortgage participations, life insurance policies, and common trust funds (whether or not administered by any Trustee hereunder) -- which persons of prudence, discretion and intelligence acquire for their own accounts. Subject to the immediately preceding sentence, the Trustee may buy and sell options, write options, establish and maintain margin and commodity accounts, and sell securities short.

9. Securities Management: With respect to securities held, the Trustee shall have all the rights, powers, and privileges of an owner, including but not limited to the power to vote, to give proxies, to pay assessments, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations and sales (and incident to such participation, to deposit securities with and transfer title to any protective or other



**CITY COUNCIL
AGENDA REPORT**

CITY COUNCIL

Paul Creighton, Mayor
Danny Ambriz John Cale
Brian Raymond Cindy Vierra

MEETING DATE: August 12, 2019

TO: Mayor and City Council

FROM: Michael Salvador, Chief of Police

SUBJECT: APPROVING CONCEPTUAL PLAN TO DEVELOP A NEW CIVIC CENTER COMPLEX (CITY HALL/POLICE STATION) PROJECT

RECOMMENDED COUNCIL ACTION:

It is recommended that City Council:

- Provide staff with direction to proceed with the development of a Civic Center complex project for a new City Hall and Police Station.

I. BACKGROUND:

The current City Hall was constructed in the mid 1960's and has served the City well. City Hall was designed to be a larger civic center. The project was never completed. Over the last 50 years, several building modifications were completed to attempt to increase space and extend the life of the building. This was marginally successful, and a 4,300 square foot portable office was erected that now serves the General Services Department. Total square footage is approximately 17,000 square feet under roof. City Hall houses the departments of Administration, Police, 911 communications center, Finance, City Clerk/Human Resources, the City Council Chambers, and General Services.

II. ANALYSIS:

The current facility has several issues that are beginning to affect its ability to be an effective workplace for staff. There is an inadequate building heating and air conditioning system that is at end of life, inefficient, and difficult to service. The system does not have the ability to cool the building enough to protect essential computer equipment. Replacement of this system would be costly, and due to the age of the building costly to install. The electrical system was never designed to have clean power to protect computer equipment. There is also no building wide uninterruptable power supply to protect the building and the 911 dispatch center in the event of a generator failure.

The building was constructed when the City was much smaller in population. Even with the upgrades, the impact of City growth has outstripped the ability of staff to serve the public. The lobby is not properly configured to protect staff and allows for visitors to access areas that would allow them to hear confidential information and compromise security.

The Police Department has similar issues. Designed when the Department was significantly smaller, upgrades have not kept pace with the needs of the Department and Community. The evidence room is too small for the volume of property being processed which requires the police department to need 2 c-train boxes. There is not enough room for all personnel to work in a collaborative manner. The detectives work in an office at one of the fire stations that was original intended to be a neighborhood substation. The 911 communications center is too small for the call volume. There is no further capacity for additional data equipment and there are instances of exposed wiring throughout the building. Floors are covered in duct tape to prevent tripping hazards. Storage is at a premium and there is no fire resistant place to store flares and department ammunition. Due to the nature and type of construction, further remodeling is not cost effective due to the materials that were used in the sixties. This building has been cited in several grand jury reports as being inadequate and was cited as a factor in the DOJ investigation of the evidence room in 2018.

The portable office buildings (General Services and Conference Room A) are also at the end of life. These buildings were not designed to be permanent structures, these buildings also have capacity, environmental, and infrastructure issues. The City needs a permanent solution.

III. FISCAL IMPACTS:

Fiscal impacts are unknown at this time.

IV. EXISTING POLICY:

This item is consistent with and is a step to complete the infrastructure component of the Police Department's strategic plan presented on April 8th, 2019.

V. INTERDEPARTMENTAL COORDINATION:

The Police Department is coordinating this proposed project with Public Works, Engineering, Finance, and Administration.

VI. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments during the City Council meeting.

VII. ENVIRONMENTAL REVIEW:

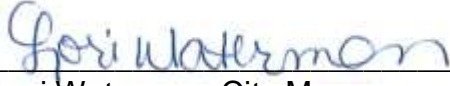
No environmental review is necessary for this state of the project. Environmental reviews will be conducted as the project moves forward.

VIII. STEPS FOLLOWING APPROVAL:

The Police Department will initiate team meetings with Public Works, Engineering, Finance, and Administration to begin moving the project forward.

Submitted by: 

Michael Salvador, Chief of Police

Approved by: 

Lori Waterman, City Manager