



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

AMENDED AGENDA

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING

OF THE CITY OF COACHELLA

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

February 12, 2020

5:00 PM Closed Session

6:00 PM Regular Meeting

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

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

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

4. Special Meeting Minutes of a Coachella City Council Study Session held on January 22, 2020.
5. Regular Meeting Minutes of January 22, 2020, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

6. Tito's Handmade Vodka - Community Service Event

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

7. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2019-20 Expenditures as of February 12, 2020, \$3,353,233.40.
8. Amendment to the Professional Service Agreement with Michael Baker International, Inc. in an amount of \$96,109 to provide Professional Engineering Services for the I-10/Avenue 50 New Interchange, City Project No. ST-67
9. Resolution No. SD-2020-01 Authorizing Resolution For Clean Water State Revolving Fund Application For The Shady Lane Mobile Home Park Septic-To-Sewer Project
10. Resolution No. WA-2020-02 Authorizing Resolution For Drinking Water State Revolving Fund Application For The Shady Lane Mobile Home Park Water Consolidation Project

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

11. Approve Lease Agreement with Consulado Mexicano San Bernardino, for property located at 1515 Sixth Street, Coachella.
12. Approve agreement between City of Coachella and Enterprise Fleet Management Inc.
 - a) Approve vehicle surplus listing and replacement.
 - b) Approve a Master Equity Lease Agreement between the City of Coachella and Enterprise Fleet Management Inc.
 - c) Approve Maintenance Agreement between City of Coachella and Enterprise Fleet Management Inc.
 - d) Authorize the appropriation of \$50,000 for the leasing of twelve (12) vehicles from Enterprise Fleet Management Inc.
 - e) Authorize appropriation of \$50,000 for the safety lighting and radio equipment for twelve (12) vehicles.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

13. Ordinance No 1155 approving the La Entrada Development Agreement (DA) – First Amendment to extend the milestone dates for commencement of grading and construction activities for an additional five years, and to amend provisions in the Development Agreement for affordable housing and to make conforming amendments. PSAV, LLC and LLSE Holdings LLC, Co-Applicants. *(First Reading)*

14. Coachella Travel Center

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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

MINUTES
OF A SPECIAL MEETING
COACHELLA CITY COUNCIL
STUDY SESSION

January 22, 2020
4:00 p.m.

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 4:16 p.m. in the Council Chamber at City Hall.

ATTENDANCE:

Present: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez (*Arrived at 5:02 p.m.*) and Mayor Hernandez (*Arrived at 5:04 p.m.*).

Absent: None.

STUDY SESSION ITEM:

- Presentation from the County of Riverside and the Coachella Valley Association of Governments (CVAG) on Area Homelessness

(Mayor Pro Tem Martinez arrived at 5:02 p.m. and Mayor Hernandez arrived at 5:04 p.m. during the presentation.)

(Mayor Hernandez stepped away from the dais at 5:31 p.m. and returned at 5:33 p.m.)


(Councilmember Beaman Jacinto stepped away from the dais from 5:38 p.m. and returned at 5:41 p.m.)

(Although Mayor Hernandez left the dais again at 5:40 p.m., he stayed in the Council Chamber and joined the discussions from a side chair.)

ADJOURNMENT:

There being no further business, the meeting concluded at 5:47 p.m.

Respectfully submitted,



Andrea Carranza, MMC
Deputy City Clerk

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



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

MINUTES

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

January 22, 2020
6:00 PM

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:00 p.m. in the Council Chamber at City Hall by Mayor Steven Hernandez.

ROLL CALL:

Present: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez.

Absent: None.

APPROVAL OF AGENDA:

City Manager Bill Pattison stated a correction should be made to the heading of Item 1 as it should read Approval of the Minutes, and both Public Hearing Items 26 and 27 are to be continued.

Motion: To approve the agenda as modified.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

Approved: 5-0, by a unanimous voice vote

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by reporter Marco Palma.

APPROVAL OF THE MINUTES:

1. Regular Meeting Minutes of December 11, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Pro Tem Martinez

Approved: 5-0, by a unanimous voice vote

PROCLAMATIONS/PRESENTATIONS:

2. Presentation from the Auditor on the 2018/2019 Comprehensive Annual Financial Report (CAFR)

The presentations were taken out of order, resulting in their renumbering:

- 3 Recognition of Coachella Fire Department Retiree Marcos Machuca
4. Recognition of Peace Officer Award Honoree Solorzano, Riverside County Sheriff/City of Coachella, Firefighter of the Year 2019
5. Recognition of Peace Officer Award Honoree Ed Chavez, Riverside County Sheriff/City of Coachella, Officer of the Year 2019
6. Recognition of Peace Officer Award Honoree Benjamin McCoy, Riverside County Sheriff/City of Coachella, Officer of the Year 2019
7. Presentation from the Coachella Fire Department on the 2019 Response Report

The remaining two Presentations (Items 8 and 9) were continued to later on the agenda and heard at 8:23 p.m. See page 6.

WRITTEN COMMUNICATIONS:

None.

CONSENT CALENDAR:

10. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2019/20 Expenditures as of January 22, 2020, \$3,523,014.43.
11. Ordinance No. 1145 approving Change of Zone 18-05 to add the RC (Retail Cannabis) overlay zone to the existing M-S (Manufacturing Service) zone at the northwest corner of Grapefruit Boulevard and 9th Street. Pedro Padilla (Coachella Green Haus), Applicant. (*Second Reading*)

12. Ordinance No. 1147 amending Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24 and 15.32 of Title 15 (Buildings and Construction) to adopt the 2019 Edition of California Building Code and Appendix J of the California Building Code (Grading), the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Fire Code, and adding Chapter 15.53, with certain amendments thereto and conforming amendments. (*Second Reading*)
13. Resolution No. WA-2020-01 Authorizing And Directing That Application Be Made To Obtain A Grant Under The Sustainable Groundwater Management Grant Program's Planning Grant – Round 3 And To Enter Into An Agreement With The California Department Of Water Resources To Receive A Grant For The Prop 68 Round 3 Planning Grant
14. Resolution No. 2020-05, a Resolution in Support of a Comprehensive Analysis of Ocean Water Import for the Restoration of the Salton Sea
15. Quarterly Reports
16. Amendment No. 3 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Active Transportation Program (ATP) Cycle 2, City Project ST-100.
17. Notice of Completion for City Project Number ST-124, Traffic Calming Phase III Project
18. Receive and file Sports League Financial Examination Report for Coachella Valley Soccer League (CVSL).
19. Approval of Amended Lease Agreement with Alianza Coachella Valley, for property located at 1515 Sixth Street, Coachella.
20. Amendment No. 1 to the Professional Service Agreement with Angenious Engineering Services, Inc. to provide Engineering Services for the Dillon Road Bridge over the Coachella Valley Storm Water Channel, Project # 2019-ST-109, to modify provisions applicable to Subconsultants.
21. Amendment No. 2 to the Professional Service Agreement with Transpo Group USA, Inc. for the City of Coachella's Active Transportation Plan in an amount of \$8,000.00.
22. Structural Property Improvement Program (SPIP) – Approval of Funding for Jesus R. Gonzalez Property located on 772 Vine Avenue

Motion: To approve per staff recommendation, Consent Calendar Items 10 through 22.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

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

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

23. Review and direct staff on any amendments to the established Community Field Use Program.

Public Comments: Juan Alvarado
Roberto Diaz
Claudia Lua Alvarado
Monica Garcia
Victor Polanco

Motion: To approve as requested with the modification for the MOU on Monday evenings

Made by: Councilmember Beaman Jacinto
Seconded by: Mayor Pro Tem Martinez
Approved: 5-0, by a unanimous roll call vote:

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

Council was in recess from 7:26 p.m. to 7:39 p.m.

24. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRFYFA) and Coachella Youth Sports Association Soccer (CYSAS).

The Recommendation made by Parks and Recreation Commission is to re-audit CLAYF and CVRYFA in the spring of 2020 for tax years 2019 and 2018.

Motion: To approve per staff recommendation.

Made by: Councilmember Beaman Jacinto
Seconded by: Councilmember Bautista
Approved: 5-0, by a unanimous roll call vote:

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

25. Recommend approval of:

- a. Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues; and
- b. Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

Public Comments: Manuel Montaña

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

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

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

26. Coachella Travel Centre Project

- a. Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b. Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c. Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d. Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e. Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

Action: Item was continued at the beginning of the meeting under Approval of the Agenda.

27. Kismet Coachella – Retail Dispensary

- a) Ordinance No. 1146 approving Change of Zone 18-07 that proposes to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street.
- b) Resolution No. 2019-64 approving Conditional Use Permit 305 to convert existing vacant commercial tenant space into the following uses: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

Action: Item was continued at the beginning of the meeting under Approval of the Agenda.

Public Comments were moved up to this portion of the meeting at 8:18 p.m.:

- a. Elvira Carrillo

Presentations continued from the beginning of the meeting were heard at 8:23 p.m.:

- 8. Presentation from the Coachella Valley Volunteers in Medicine
- 9. Presentation on the Infill Infrastructure Grant Program

SUCCESSOR AGENCY:

28. Resolution No. SA-2020-01, Approving the Recognized Obligation Payment Schedule (ROPS) 20-21.

Motion: To approve per staff recommendation.

Made by: President Hernandez

Seconded by: Vice Chair Martinez

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

AYES: Agency Member Bautista, Agency Member Beaman Jacinto, Agency Member Gonzalez, Vice Chair Martinez and Chair Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

At 8:18 p.m., per Resolution No. 2019-34, Public Comments were moved up (see center of this page). There were no further comments at this time.

REPORTS AND REQUESTS:

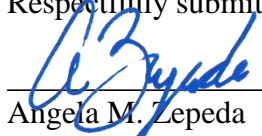
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:24 p.m.

Respectfully submitted,



Angela M. Lepeda
City Clerk

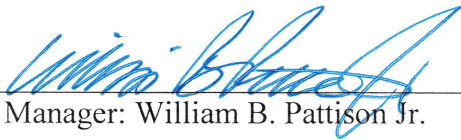
Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> |
|--|-------------|---------------|-----------------------------------|-----------------|----------------------------|--------------------|--------------------|
| 107279 | 1/16/2020 | 45757 | IMPERIAL IRRIGATION DISTRI4026846 | 1/15/2019 | 200A UG 120/240 V 1 PH PDS | 1,055.00 | 1,055.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 1,055.00 |

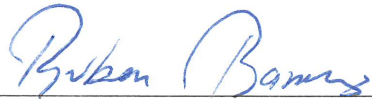
1 checks in this report.

Grand Total All Checks: 1,055.00

Date: January 16, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|--|-------------|---------------|-------------------|-----------------|--------------------|-------------------------|--------------------|-----------|
| 107280 | 1/16/2020 | 52082 | PROWEST PCM, INC. | 08A-GMP5 | 1/16/2020 | PE10/31 CNSTRCTN- COACH | 16,083.39 | |
| | | | | 09A-GMP5 | 1/16/2020 | PE12/30 CNSTRCTN- COACH | 8,399.69 | 24,483.08 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 24,483.08 |


1 checks in this report.

Grand Total All Checks: 24,483.08

Date: January 16, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez


Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|--|-------------|---------------|---------------------|-----------------|--------------------|----------------------------|--------------------|--------|
| 107281 | 1/22/2020 | 53592 | RODRIGUEZ, EFRAIN | Exam+Cert Fees | 1/22/2020 | FE CIVIL EXAM+EIT CERT API | 313.53 | 313.53 |
| 107282 | 1/22/2020 | 50868 | SUGAR-GERMAIN, LYNN | PD 1/28-30 | 1/22/2020 | PD 1/28-30, HWY PRGM FUNI | 165.00 | 165.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 478.53 | |

2 checks in this report.

Grand Total All Checks: 478.53

Date: January 22, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

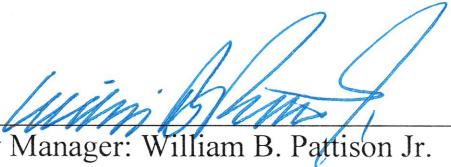
Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> |
|--|-------------|---------------|---------------------|------------------|-------------------------------------|--------------------|--------------------|
| 107283 | 2/4/2020 | 50868 | SUGAR-GERMAIN, LYNN | Trvl Exp 1/28-31 | 2/4/2020 TRVL EXP 1/28-31, HWY PRGI | 873.03 | 873.03 |
| Sub total for WELLS FARGO BANK: | | | | | | | 873.03 |

1 checks in this report.

Grand Total All Checks: 873.03

Date: February 4, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

Bank : wfb WELLS FARGO BANK

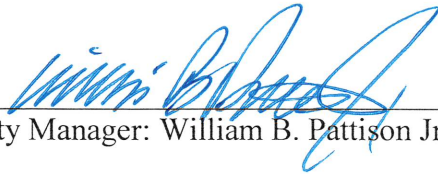
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|----------------------|--------------|-------------|-------------------------|-------------|--------|
| 107284 | 2/12/2020 | 53606 | ACOSTA, HECTOR | Ref000209900 | 2/4/2020 | UB Refund Cst #00050767 | 100.00 | 100.00 |
| 107285 | 2/12/2020 | 53607 | AGREDANO GROUP LLC | Ref000209901 | 2/4/2020 | UB Refund Cst #00051146 | 95.61 | 95.61 |
| 107286 | 2/12/2020 | 53605 | ALATORRE, JULIANA | Ref000209899 | 2/4/2020 | UB Refund Cst #00050240 | 28.43 | 28.43 |
| 107287 | 2/12/2020 | 53555 | CLAUDIO, ALDO | Ref000209438 | 1/21/2020 | UB Refund Cst #00005317 | 14.51 | 14.51 |
| 107288 | 2/12/2020 | 53588 | D.R. HORTON | Ref000209441 | 1/21/2020 | UB Refund Cst #00051317 | 93.92 | 93.92 |
| 107289 | 2/12/2020 | 53589 | D.R. HORTON | Ref000209442 | 1/21/2020 | UB Refund Cst #00051320 | 98.59 | 98.59 |
| 107290 | 2/12/2020 | 53608 | D.R. HORTON | Ref000209902 | 2/4/2020 | UB Refund Cst #00051321 | 56.64 | 56.64 |
| 107291 | 2/12/2020 | 53591 | GALLEGOS, SILVIA | Ref000209444 | 1/21/2020 | UB Refund Cst #00051395 | 89.76 | 89.76 |
| 107292 | 2/12/2020 | 53603 | GONZALEZ, GABRIEL | Ref000209897 | 2/4/2020 | UB Refund Cst #00049596 | 77.78 | 77.78 |
| 107293 | 2/12/2020 | 53602 | MARTINEZ, CARLO | Ref000209896 | 2/4/2020 | UB Refund Cst #00049178 | 122.06 | 122.06 |
| 107294 | 2/12/2020 | 53586 | MORALES, LAURA | Ref000209439 | 1/21/2020 | UB Refund Cst #00037492 | 46.02 | 46.02 |
| 107295 | 2/12/2020 | 53604 | PETERSON, ROBIN | Ref000209898 | 2/4/2020 | UB Refund Cst #00049847 | 89.25 | 89.25 |
| 107296 | 2/12/2020 | 53587 | PROWEST CONSTRUCTORS | Ref000209440 | 1/21/2020 | UB Refund Cst #00050367 | 924.32 | 924.32 |
| 107297 | 2/12/2020 | 53600 | RAMIREZ, VALENTINA | Ref000209894 | 2/4/2020 | UB Refund Cst #00040357 | 83.31 | 83.31 |
| 107298 | 2/12/2020 | 53609 | SANCHEZ, FRANCISCO | Ref000209903 | 2/4/2020 | UB Refund Cst #00051458 | 55.75 | 55.75 |
| 107299 | 2/12/2020 | 53590 | SILVERMOON ENTITIES | Ref000209443 | 1/21/2020 | UB Refund Cst #00051336 | 92.62 | 92.62 |
| 107300 | 2/12/2020 | 53601 | SOLIS, KAREN | Ref000209895 | 2/4/2020 | UB Refund Cst #00046164 | 71.52 | 71.52 |

Sub total for WELLS FARGO BANK: 2,140.09

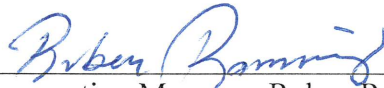
17 checks in this report.

Grand Total All Checks: 2,140.09

Date: February 12, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------------|------------|---------------------------|-------------|-------------|
| 107301 | 2/12/2020 | 52366 | ALTA LANGUAGE SERVICES, IIS455022 | 10/31/2019 | OCT SVCS: BILINGUAL ASSE | 55.00 | 55.00 |
| 107302 | 2/12/2020 | 01436 | AMERICAN FORENSIC NURSE72830 | 11/30/2019 | NOV2019 BLOOD DRAWS+DF | 415.00 | |
| | | | 72873 | 11/30/2019 | NOV2019 BLOOD DRAWS | 110.00 | |
| | | | 72924 | 12/15/2019 | DEC2019 BLOOD DRAWS+DF | 250.00 | |
| | | | 72986 | 12/31/2019 | DEC2019 BLOOD DRAWS | 110.00 | 885.00 |
| 107303 | 2/12/2020 | 43873 | AMERICAN PUBLIC WORKS 20/21 Mbrshp | 12/4/2019 | MBRSHR RNWL: ID #694583- | 260.00 | 260.00 |
| 107304 | 2/12/2020 | 02200 | AMERICAN WATER WORKS Cert Exam-RH | 1/15/2020 | AWTO CERT EXAM FEE- R. H | 250.00 | 250.00 |
| 107305 | 2/12/2020 | 42251 | ARCOS, MARIA Ck 2/12/20 | 1/23/2020 | VOUCHER 72, 12/3-1/22 | 296.32 | 296.32 |
| 107306 | 2/12/2020 | 03650 | BARBARA SINATRA CHILDREN Nov 2019 | 12/3/2019 | 11/12 SVCS: LAW ENFORCEN | 231.00 | 231.00 |
| 107308 | 2/12/2020 | 45929 | BECK OIL, INC. | | | | |
| | | | 30739CL | 12/15/2019 | PE12/15 GRAFFITI DEPT FUE | 382.40 | |
| | | | 31119CL | 12/31/2019 | PE12/31 GRAFFITI DEPT FUE | 20.99 | |
| | | | 31462CL | 1/15/2020 | PE1/15 GRAFFITI DEPT FUEL | 318.10 | |
| | | | 30622CL | 12/15/2019 | PE12/15 ENG DEPT FUEL | 86.85 | |
| | | | 30624CL | 12/15/2019 | PE12/15 BLDG/PLANNING DE | 48.61 | |
| | | | 30626CL | 12/15/2019 | PE12/15 LLMD DEPT FUEL | 210.75 | |
| | | | 30661CL | 12/15/2019 | PE12/15 SENIOR CNTR FUEL | 334.98 | |
| | | | 30675CL | 12/15/2019 | PE12/15 CODE ENF DEPT FU | 435.31 | |
| | | | 30688CL | 12/15/2019 | PE12/15 SANITARY DEPT FUE | 992.41 | |
| | | | 30697CL | 12/15/2019 | PE12/15 BLDG MAINT DEPT F | 287.09 | |
| | | | 30698CL | 12/15/2019 | PE12/15 ADMIN DEPT FUEL | 63.05 | |
| | | | 31009CL | 12/31/2019 | PE12/31 BLDG/PLANNING DE | 53.21 | |
| | | | 31011CL | 12/31/2019 | PE12/31 LLMD DEPT FUEL | 68.74 | |
| | | | 31015CL | 12/31/2019 | PE12/31 STREETS DEPT FUE | 379.41 | |
| | | | 31017CL | 12/31/2019 | PE12/31 WATER DEPT FUEL | 435.05 | |
| | | | 31021CL | 12/31/2019 | PE12/31 PARKS DEPT FUEL | 431.61 | |
| | | | 30630CL | 12/15/2019 | PE12/15 STREETS DEPT FUE | 868.02 | |
| | | | 30632CL | 12/15/2019 | PE12/15 WATER DEPT FUEL | 491.27 | |
| | | | 30635CL | 12/15/2019 | PE12/15 PARKS DEPT FUEL | 1,412.72 | |
| | | | 30660CL | 12/15/2019 | PE12/15 VEHICLE MAINT DEF | 142.04 | |
| | | | 31079CL | 12/31/2019 | PE12/31 BLDG MAINT DEPT F | 109.53 | |
| | | | 31080CL | 12/31/2019 | PE12/31 ADMIN DEPT FUEL | 6.26 | |
| | | | 31358CL | 1/15/2020 | PE1/15 ENG DEPT FUEL | 49.64 | |
| | | | 31359CL | 1/15/2020 | PE1/15 BLDG/PLANNING DEP | 106.24 | |
| | | | 31361CL | 1/15/2020 | PE1/15 LLMD DEPT FUEL | 113.75 | |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|---------------------------------|--------------|---------------------------|-----------------------------|--------------|--------------|
| | | | 31365CL | 1/15/2020 | PE1/15 STREETS DEPT FUEL | 666.64 | | |
| | | | 31367CL | 1/15/2020 | PE1/15 WATER DEPT FUEL | 438.63 | | |
| | | | 31370CL | 1/15/2020 | PE1/15 PARKS DEPT FUEL | 838.60 | | |
| | | | 31395CL | 1/15/2020 | PE1/15 VEHICLE MAINT DEPT | 88.33 | | |
| | | | 31045CL | 12/31/2019 | PE12/31 SENIOR CNTR FUEL | 201.84 | | |
| | | | 31058CL | 12/31/2019 | PE12/31 CODE ENF DEPT FU | 122.75 | | |
| | | | 31070CL | 12/31/2019 | PE12/31 SANITARY DEPT FUE | 223.93 | | |
| | | | 31396CL | 1/15/2020 | PE1/15 SENIOR CNTR FUEL | 369.46 | | |
| | | | 31407CL | 1/15/2020 | PE1/15 CODE ENF DEPT FUE | 322.12 | | |
| | | | 31419CL | 1/15/2020 | PE1/15 SANITARY DEPT FUEL | 390.71 | | |
| | | | 31428CL | 1/15/2020 | PE1/15 BLDG MAINT DEPT FL | 171.91 | | |
| | | | 31429CL | 1/15/2020 | PE1/15 ADMIN DEPT FUEL | 43.41 | | |
| | | | 377420 | 1/8/2020 | DYED CARB ULS DIESEL | 657.33 | 12,383.69 | |
| 107309 | 2/12/2020 | 53593 | BEST WESTERN HOTEL AT T | Conf #173245 | 1/28/2020 | HTL 3/9-12, CPRS CONF & EX | 1,016.72 | 1,016.72 |
| 107310 | 2/12/2020 | 00836 | BIO-TOX LABORATORIES | 39056 | 12/13/2019 | LAB SERVICES: 11/1, 12/3 | 438.00 | |
| | | | | 39057 | 12/13/2019 | LAB SERVICES: 11/1+15, 12/3 | 1,862.00 | |
| | | | | 39109 | 12/12/2019 | LAB SERVICE: 10/28 | 46.00 | 2,346.00 |
| 107311 | 2/12/2020 | 53598 | BLUEDORN, DANIEL | 1/15 Deposit | 1/28/2020 | DEPOSIT REIMB- COMMUNIT | 300.00 | 300.00 |
| 107312 | 2/12/2020 | 53599 | BORJA, KAREN YADIRA | 1/2 Deposit | 1/28/2020 | DEPOSIT REIMB- VETERAN'S | 200.00 | 200.00 |
| 107313 | 2/12/2020 | 49486 | BRC CONSTRUCTION | 20201015 | 1/28/2020 | RPR'D BLOCK WALL @ DIST | 960.00 | 960.00 |
| 107314 | 2/12/2020 | 43862 | BRENNTAG PACIFIC, INC | BPI306770 | 1/10/2020 | 12/20 DRUM RETURN | -920.00 | |
| | | | | BPI304761 | 11/19/2019 | 11/6 DRUM RETURN | -1,640.00 | |
| | | | | BPI9847 | 12/20/2019 | SODIUM HYPOCHLORITE | 2,188.93 | |
| | | | | BPI9848 | 12/20/2019 | SODIUM HYPOCHLORITE | 2,188.93 | |
| | | | | BPI988680 | 10/4/2019 | SODIUM HYPOCHLORITE | 2,188.93 | |
| | | | | BPI16864 | 1/16/2020 | SODIUM HYPOCHLORITE | 3,004.41 | 7,011.20 |
| 107315 | 2/12/2020 | 50977 | BRISAS AIR CONDITIONING I | 10688 | 8/26/2019 | INSTLL'D DISCONNECT & FU | 364.50 | 364.50 |
| 107316 | 2/12/2020 | 53391 | BSK ASSOCIATES | RDA0003 | 1/24/2020 | SEP-DEC2019 WASTEWATER | 7,513.00 | |
| | | | | RDA0004 | 1/24/2020 | DEC2019 WATER SAMPLES | 917.00 | 8,430.00 |
| 107317 | 2/12/2020 | 50839 | BURRTEC ENVIRONMENTAL | AC 493979 | 12/31/2019 | 12/6 PORTOLE DELIVERY | 1,564.75 | 1,564.75 |
| 107318 | 2/12/2020 | 44494 | BURRTEC WASTE & RECYCLIBD | 12/31/19 | 12/31/2019 | DEC2019 SWEEPER BOXES, | 3,566.58 | 3,566.58 |
| 107319 | 2/12/2020 | 42506 | BURRTEC WASTE INDUSTRIESS1-1920 | | 2/4/2020 | SS1 FY19/20 REFUSE COLLE | 1,005,968.51 | 1,005,968.51 |
| 107320 | 2/12/2020 | 42895 | CABAZON BAND OF MISSION 1 | | 1/15/2020 | VISTA DEL NORTE PAVEMEN | 258,583.46 | 258,583.46 |
| 107321 | 2/12/2020 | 53423 | CBE OFFICE SOLUTIONS | IN2222823 | 12/20/2019 | ACC CC3502, COLOR COPIEF | 1,009.94 | 1,009.94 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|--------------|-------------|----------------------------|-------------|--------------|
| 107322 | 2/12/2020 | 02048 | CDW GOVERNMENT, INC. | VZQ4444 | 12/5/2019 | PANASONIC AC ADPT | 150.31 | |
| | | | | WBQ7882 | 12/10/2019 | APC REPLACEMENT BATTER | 154.58 | |
| | | | | WHW9315 | 1/7/2020 | FELLOWES DESIGNER SUITE | 373.23 | |
| | | | | WHS9222 | 1/6/2020 | SAMSUNG 860 EVO 1TB | 309.49 | |
| | | | | WHT4625 | 1/6/2020 | APC REPLACEMENT BATT C/ | 177.22 | |
| | | | | WHW1615 | 1/6/2020 | STARTECH WALL MOUNT AR | 73.25 | |
| | | | | WBZ3165 | 12/11/2019 | ERGOTRON NEO-FLEX UNDE | 287.27 | |
| | | | | WDF2004 | 12/16/2019 | KINGSTON 16GB USB, ETC | 91.20 | |
| | | | | WDN7949 | 12/17/2019 | KINGSTON 64GB DTMICRO U | 69.69 | |
| | | | | WFM7374 | 12/20/2019 | TRANSCEND 128GB JETDRIV | 67.82 | |
| | | | | VZQ5902 | 12/5/2019 | ARUBA AP-303HR REMOTE AI | 420.59 | |
| | | | | WJT2695 | 1/9/2020 | XEROX C400/C405 HI CAP TC | 718.35 | |
| | | | | WJT0010 | 1/9/2020 | XEROX C400/C405 X-HI CAP | 432.48 | 3,325.48 |
| 107323 | 2/12/2020 | 53426 | CELL BUSINESS EQUIPMENT | 66324017 | 1/15/2020 | SHARP MX5071+MX6071+MX | 621.31 | 621.31 |
| 107324 | 2/12/2020 | 53220 | COACHELLA ACE HARDWARE | 526/1 | 12/12/2019 | CORD CHANNEL 5", ETC | 37.16 | |
| | | | | 535/1 | 12/18/2019 | SMOKE CHIP JCKDNLS | 5.00 | |
| | | | | 539/1 | 12/22/2019 | LYSOL, DISINFECTANT MAX, | 41.93 | |
| | | | | 551/1 | 1/3/2020 | FILLER/GLUE COLD WELD | 8.69 | |
| | | | | 581/1 | 1/13/2020 | CRDLS DRILL KIT | 184.86 | |
| | | | | 562/1 | 1/8/2020 | HINGE PIN | 7.81 | |
| | | | | 563/1 | 1/8/2020 | HINGE PIN | -7.81 | |
| | | | | 566/1 | 1/9/2020 | LOCK PRIV POLO & HINGE RI | 35.84 | |
| | | | | 569/1 | 1/9/2020 | CP BRASS & BRASS KEY | 6.49 | |
| | | | | 571/1 | 1/10/2020 | TRUFUEL 50:1, BATH & KITCH | 32.14 | |
| | | | | 592/1 | 1/17/2020 | FINISH NAIL 4D | 2.60 | 354.71 |
| 107325 | 2/12/2020 | 45032 | COLLINS ELECTRIC CORP. | 012120-2 | 1/21/2020 | INSTLL'D LED WALL PK FIXTU | 2,225.00 | 2,225.00 |
| 107326 | 2/12/2020 | 44959 | COMPUTER CONSULTANTS, | 130312 | 1/10/2020 | CAT6 PATCH PANEL 24 PORT | 81.56 | |
| | | | | 30328 | 1/11/2020 | 12/18 AP PROGRAMMING | 52.50 | |
| | | | | 30298 | 1/1/2020 | 2020 OFFSITE CLOUD BACKU | 3,300.00 | 3,434.06 |
| 107327 | 2/12/2020 | 52375 | CORE & MAIN LP | L628366 | 12/6/2019 | 1-1/2 MTR FLANGE MJ METEI | 1,713.30 | 1,713.30 |
| 107328 | 2/12/2020 | 00749 | COUNTY OF RIVERSIDE | SH0000036657 | 1/7/2020 | 11/7-12/4 LAW ENFORCEMEN | 701,540.04 | |
| | | | | SH0000036748 | 1/21/2020 | 12/5-1/1 LAW ENFORCEMENT | 635,622.55 | 1,337,162.59 |
| 107329 | 2/12/2020 | 50638 | CRIDER PUBLIC RELATIONS, | Dec2019 | 1/7/2020 | DEC2019 MEDIA CONSULTING | 522.50 | 522.50 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|--------------|-------------|---------------------------|-------------|-----------|
| 107330 | 2/12/2020 | 49858 | CV PIPELINE CORP. | S2243 | 1/2/2020 | 12/19 RPLC'D MANHOLES & F | 2,383.00 | |
| | | | | S2259 | 1/23/2020 | 12/19 HYDRO-WASH @ DIST | 520.00 | |
| | | | | S2260 | 1/23/2020 | 1/16 RESET CONCRETE MAN | 269.19 | 3,172.19 |
| 107331 | 2/12/2020 | 09950 | CVWD | Nov 2019 | 12/1/2019 | CN 332543, NOV2019 WELL R | 33,679.80 | 33,679.80 |
| 107332 | 2/12/2020 | 44718 | DAMARA'S FLOWERS | 5762 | 1/14/2020 | FLORAL ARRANGEMENT: MR | 150.00 | |
| | | | | 5639 | 1/15/2020 | FLORAL ARRANGEMENT: MR | 75.00 | 225.00 |
| 107333 | 2/12/2020 | 42500 | DEKRA-LITE | ARINV010712 | 12/11/2019 | VINYL SINGLE BANNERS | 706.37 | |
| | | | | ARINV010713 | 12/11/2019 | VINYL SINGLE BANNERS | 646.67 | 1,353.04 |
| 107334 | 2/12/2020 | 02125 | DEMO UNLIMITED, INC. | 426 | 1/22/2020 | DEMO @ 53084 CALLE CAMA | 8,970.00 | 8,970.00 |
| 107335 | 2/12/2020 | 12870 | DEPARTMENT OF JUSTICE | 429596 | 1/8/2020 | DEC2019 BLOOD ALCOHOL A | 490.00 | |
| | | | | 429644 | 1/8/2020 | OCT2019 BLOOD ALCOHOL A | 105.00 | 595.00 |
| 107336 | 2/12/2020 | 42761 | DEPT OF ENVIRONMENTAL H | IN0372976 | 1/10/2020 | FAC #FA0029626, BGDMA COI | 734.00 | 734.00 |
| 107337 | 2/12/2020 | 53389 | DESERT CONCEPTS CONSTR | 19327 | 1/22/2020 | 1/14 EMERGENCY ASPHALT F | 1,200.00 | |
| | | | | 19337 | 1/23/2020 | 1/14 EMERGENCY ASPHALT F | 6,500.00 | 7,700.00 |
| 107338 | 2/12/2020 | 01089 | DESERT ELECTRIC SUPPLY | S2706181.001 | 12/18/2019 | PHOTOCONTROL RELAY | 115.38 | 115.38 |
| 107339 | 2/12/2020 | 13300 | DESERT FIRE EXTINGUISHER | 6022592 | 12/11/2019 | 12/11 FIRE SUPPRESSION SY | 163.18 | 163.18 |
| 107340 | 2/12/2020 | 52970 | DESERT POOL SPECIALISTS, | 123153 | 1/2/2020 | JAN2020 FOUNTAIN SVCS | 325.00 | 325.00 |
| 107341 | 2/12/2020 | 48359 | DESERT STEEL SUPPLY | 17851 | 1/9/2020 | SQ TUBE | 26.27 | 26.27 |
| 107342 | 2/12/2020 | 00889 | DESERT TRANSMISSIONS AU | 013411 | 12/17/2019 | REBUILT TRANSMISSION & IN | 2,286.42 | 2,286.42 |
| 107343 | 2/12/2020 | 42862 | DESERT VIEW TREE SERVICE | £2359 | 10/22/2019 | RMVL OF TREE STUMPS/DEE | 12,000.00 | 12,000.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|--------------------------|----------------|-------------|------------------------------|-------------|
| 107344 | 2/12/2020 | 13700 | DEWEY PEST CONTROL INC. | 13157928 | 1/1/2020 | AC1126447, JAN-MAR2020, SI | 90.00 |
| | | | | 13164739 | 1/1/2020 | AC1404426, JAN-MAR2020, LI | 255.00 |
| | | | | 13170605 | 1/1/2020 | AC102942, JAN-MAR2020, 151 | 175.50 |
| | | | | 13171438 | 1/1/2020 | AC1008112, JAN-MAR2020, C | 126.00 |
| | | | | 13179335 | 1/1/2020 | AC103361, JAN2020, SENIOR | 80.00 |
| | | | | 13187401 | 1/1/2020 | AC241000, JAN-MAR2020, 151 | 111.00 |
| | | | | 13189659 | 1/1/2020 | AC1318239, JAN-MAR2020, FF | 90.00 |
| | | | | 13189660 | 1/1/2020 | AC1318244, JAN-MAR2020, B | 90.00 |
| | | | | 13189661 | 1/1/2020 | AC1318235, JAN-MAR2020, 84 | 90.00 |
| | | | | 13189663 | 1/1/2020 | AC1318236, JAN-MAR2020, R | 123.00 |
| | | | | 13189679 | 1/1/2020 | AC1281215, JAN2020, SIERRA | 301.00 |
| | | | | 13153153 | 12/6/2019 | AC1450610, INITIAL SVC, DE (| 160.00 |
| | | | | 13153171 | 12/4/2019 | AC1315475, INITIAL SVC, PER | 50.00 |
| | | | | 13189680 | 1/1/2020 | AC1281218, JAN2020, 51251 E | 900.00 |
| | | | | 13199719 | 1/1/2020 | AC1178382, JAN-MAR2020, B | 126.00 |
| | | | | 13199724 | 1/1/2020 | AC1161434, JAN-MAR2020, B | 195.00 |
| | | | | 13206672 | 1/1/2020 | AC1067451, JAN-MAR2020, W | 111.00 |
| | | | | 13184666 | 1/1/2020 | AC1450610, JAN2020, DE ORC | 160.00 |
| | | | | AC934340-JA/M | 1/1/2020 | AC934340, JAN-MAR2020, SA | 450.00 |
| | | | | AC1062335-JA/M | 1/1/2020 | AC1062335, JAN-MAR2020, C | 426.00 |
| | | | | AC1315475-JA/M | 1/1/2020 | AC1315475, JAN-MAR2020, PI | 810.00 |
| | | | | AC1434611-JA/M | 1/1/2020 | AC1434611, JAN-MAR2020, P/ | 480.00 |
| 107345 | 2/12/2020 | 49630 | DORIS PEREZ INTERPRETINC | 104715 | 10/15/2019 | 10/15 INTERP SVCS: PARK & | 350.00 |
| | | | | 104949 | 11/19/2019 | 11/19 INTERP SVCS: PARK & I | 350.00 |
| | | | | 105062 | 12/17/2019 | 12/17 INTERP SVCS: PARK & | 350.00 |
| | | | | | | | 1,050.00 |
| 107346 | 2/12/2020 | 14860 | E. K. WOOD LUMBER COMPAN | 485320 | 1/9/2020 | EPOXY PUTTY, PERC MAS BI | 31.32 |
| | | | | 484780 | 12/11/2019 | SHRINKWRAP BLACK | 42.86 |
| | | | | 485263 | 1/7/2020 | FHP V-BELT | 28.64 |
| | | | | 485321 | 1/9/2020 | GRIND & CUTT WHEELS | 28.58 |
| | | | | | | | 131.40 |
| 107347 | 2/12/2020 | 49635 | EISENHOWER MEDICAL CEN | Nov 2019 | 12/10/2019 | AC #700000133, NOV2019 SV | 800.00 |
| | | | | | | | 800.00 |
| 107348 | 2/12/2020 | 44713 | FARMER BROTHERS CO. | 69774244 | 1/7/2020 | COFFEE, CREAMER & SUGAR | 366.08 |
| | | | | | | | 366.08 |
| 107349 | 2/12/2020 | 51604 | FRONTIER | BD 1/16/20 | 1/16/2020 | ACC 209-188-4039-091192-5, ' | 174.12 |
| | | | | 3982369-DC19 | 12/25/2019 | 760/398-2369, 12/25/19 | 71.40 |
| | | | | 3983051-JA20 | 1/1/2020 | 760/398-3051, 1/1/20 | 56.65 |
| | | | | BD 12/16/19 | 12/16/2019 | ACC 209-188-4039-091192-5, ' | 175.62 |
| | | | | | | | 477.79 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|-----------------------------|--------------|-------------|----------------------------|-------------|------------|
| 107350 | 2/12/2020 | 43672 | FULTON DISTRIBUTING COM | 494750 | 1/2/2020 | S/O TOOL HOLDER/ORGANIZ | 61.04 | |
| | | | | 495060 | 1/6/2020 | TOILET TISSUE | 289.49 | |
| | | | | 495345 | 1/8/2020 | URINAL SCREEN | 115.62 | |
| | | | | 495855 | 1/14/2020 | BOTTLED WATER | 118.20 | |
| | | | | 495485 | 1/9/2020 | LINER, SANITIZER FOAM, ETI | 122.55 | 706.90 |
| 107351 | 2/12/2020 | 52615 | G/M BUSINESS INTERIORS | 0256944-IN | 12/5/2019 | FURNITURE/INSTALLATION @ | 4,637.00 | |
| | | | | 0257211-IN | 12/13/2019 | FURNITURE/INSTALLATION @ | 3,609.86 | 8,246.86 |
| 107352 | 2/12/2020 | 51494 | GARDA CL WEST, INC. | 20412984 | 12/31/2019 | 12/3 EXCESS LIABILITY | 22.90 | |
| | | | | 20412971 | 12/31/2019 | 12/5 EXCESS PREMISE TIME | 4.48 | 27.38 |
| 107353 | 2/12/2020 | 00207 | GRAINGER INC | 9355427403 | 11/14/2019 | FIXTURE HPS 250W | -438.69 | |
| | | | | 9387262760 | 12/16/2019 | GLOVES | 197.02 | |
| | | | | 9401456844 | 1/6/2020 | BLEED VALVE ASSMBLY, GLC | 738.33 | |
| | | | | 9401746137 | 1/6/2020 | FUSE | 15.21 | |
| | | | | 9412234412 | 1/15/2020 | PHOTOCONTROL | 1,006.42 | |
| | | | | 9413654154 | 1/16/2020 | DEGREASER | 419.00 | |
| | | | | 9413706574 | 1/16/2020 | HIGH PRESSURE SODIUM LA | 1,443.84 | 3,381.13 |
| 107354 | 2/12/2020 | 25500 | GRANITE CONSTRUCTION CC3 | | 11/30/2019 | PE11/30 VAN BUREN ST IMPR | 172,122.00 | 172,122.00 |
| 107355 | 2/12/2020 | 49715 | GREATER PALM SPRINGS CV2020 | | 1/1/2020 | 2020 DUES: ID #16891 | 450.00 | 450.00 |
| 107356 | 2/12/2020 | 53508 | H & G HOME IMPROVEMENTS | 061 | 1/12/2020 | HR OFFICE REPAIRS @ CORI | 1,348.00 | 1,348.00 |
| 107357 | 2/12/2020 | 53310 | H.E.S. HERRERA ELECTRIC | 257 | 1/6/2020 | RMV'D/INSTLL'D LED FIXTUR | 1,145.00 | |
| | | | | 263 | 1/15/2020 | RPLC'D OUTLET/COVERED P | 625.00 | 1,770.00 |
| 107358 | 2/12/2020 | 01864 | HAAKER EQUIPMENT COMPAC | 58111 | 12/17/2019 | 12' & 6' HANDY CLAM | 628.58 | 628.58 |
| 107359 | 2/12/2020 | 51892 | HERC RENTALS, INC. | 31235035-001 | 1/8/2020 | 1/8 TRUCK STKBD RNTL | 197.22 | 197.22 |
| 107360 | 2/12/2020 | 00996 | HOME DEPOT | 6161895 | 1/2/2020 | INT PAINT | 16.12 | |
| | | | | 9011324 | 1/9/2020 | ELECTRODE | 17.37 | |
| | | | | 4121690 | 1/14/2020 | ADJ HAND TROLLEY & CONV | 194.62 | |
| | | | | 2122158 | 1/26/2020 | RATCHET 1/2" FULL POLISH, | 218.23 | 446.34 |
| 107361 | 2/12/2020 | 20150 | HYDRO AG SYSTEMS | 249509 | 12/23/2019 | PVC COUPLING 1 SS SCH40, | 7.41 | 7.41 |
| 107362 | 2/12/2020 | 44306 | ICMA RETIREMENT CORPOR | 43561 | 1/7/2020 | PLN #106297, JAN-MAR2020, | 125.00 | 125.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|----------------------------|---------------|---|-------------|-------------|
| 107363 | 2/12/2020 | 20450 | IMPERIAL IRRIGATION DISTRI | 50035560-DC19 | 1/3/2020 AC50035560, 11/26-12/30, ST I | 18,632.62 | |
| | | | | MdNV-MdDC | 12/12/2019 MID NOVEMBER-MID DECEM | 47,257.74 | |
| | | | | 50459796-DC19 | 12/29/2019 AC50459796, 11/22-12/26 | 94.35 | |
| | | | | 50459819-DC19 | 12/29/2019 AC50459819, 11/22-12/26 | 52.11 | |
| | | | | 50487676-DC19 | 1/7/2020 AC50487676, 12/3-1/2, LIFT ST | 14.23 | |
| | | | | 50516108-DC19 | 1/7/2020 AC50516108, 12/3-1/3 | 13.37 | |
| | | | | 50522793-DC19 | 12/30/2019 AC50522793, 11/23-12/30, SC/ | 14.70 | |
| | | | | 50527782-DC19 | 1/7/2020 AC50527782, 12/3-1/3 | 12.34 | |
| | | | | 50642002-DC19 | 1/7/2020 AC50642002, 12/3-1/3 | 120.75 | |
| | | | | 50642141-DC19 | 1/7/2020 AC50642141, 12/3-1/3 | 38.23 | |
| | | | | 50705542-DC19 | 1/7/2020 AC50705542, 12/3-1/2, PERMI | 920.65 | |
| | | | | 50705544-DC19 | 1/7/2020 AC50705544, 12/3-1/2, PERMI | 119.96 | |
| | | | | 50733502-DC19 | 1/7/2020 AC50733502, 12/3-1/3 | 31.49 | |
| | | | | 50734422-DC19 | 1/7/2020 AC50734422, 12/3-1/3 | 45.75 | |
| | | | | MdDC-MdJA | 1/15/2020 MID DECEMBER-MID JANUAF | 38,475.18 | |
| | | | | 50035734-DC19 | 1/7/2020 AC50035734, 12/3-1/3, CVHS F | 82.12 | |
| | | | | 50035755-DC19 | 12/29/2019 AC50035755, 11/22-12/26, PUN | 49.99 | |
| | | | | 50035836-DC19 | 1/7/2020 AC50035836, 12/3-1/2, WELL # | 36.00 | |
| | | | | 50217597-DC19 | 1/7/2020 AC50217597, 12/3-1/3 | 42.15 | |
| | | | | 50387122-DC19 | 1/8/2020 AC50387122, 12/3-1/2, SWR P | 26,741.12 | |
| | | | | 50404153-DC19 | 1/7/2020 AC50404153, 12/3-1/3 | 108.73 | |
| | | | | 50404154-DC19 | 1/7/2020 AC50404154, 12/3-1/3 | 13.18 | |
| | | | | 50404155-DC19 | 1/7/2020 AC50404155, 12/3-1/3 | 76.57 | |
| | | | | 50408460-DC19 | 12/29/2019 AC50408460, 11/22-12/26, WE | 5,777.28 | |
| | | | | 50416425-DC19 | 1/7/2020 AC50416425, 12/3-1/3 | 216.35 | |
| | | | | 50434217-DC19 | 12/29/2019 AC50434217, 11/22-12/26 | 54.12 | |
| | | | | 50459795-DC19 | 12/29/2019 AC50459795, 11/22-12/26 | 40.93 | 139,082.01 |
| 107364 | 2/12/2020 | 45108 | IMPERIAL SPRINKLER SUPPL | 3876755-00 | 8/29/2019 3/4" CAP PVC SCH40 | 29.63 | 29.63 |
| 107365 | 2/12/2020 | 47328 | KONICA MINOLTA | 34597949 | 12/26/2019 BIZHUB C454E, CITY HALL, D | 212.07 | |
| | | | | 34656494 | 1/2/2020 ACC 061-0042081-000, JAN20 | 67.43 | |
| | | | | 34433113 | 11/30/2019 BIZHUB C360, CORP YARD, N | 109.84 | |
| | | | | 34587041 | 12/23/2019 BIZHUB C454+951+C364, DEC | 783.00 | 1,172.34 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|---------------------------|------------|---|-------------|-------------|
| 107366 | 2/12/2020 | 44047 | KONICA MINOLTA BUSINESS | 263193168 | 12/27/2019 BIZHUB C364, PERMIT CNTR, | 80.93 | |
| | | | | 263193244 | 12/27/2019 BIZHUB C454, CITY HALL, 11/ | 185.00 | |
| | | | | 263193355 | 12/27/2019 BIZHUB PRO 951, CITY HALL, | 12.20 | |
| | | | | 9006326501 | 12/13/2019 BIZHUB C454E, CITY HALL, 1' | 142.16 | |
| | | | | 9006343669 | 12/19/2019 BIZHUB C360, CITY HALL, 11/ | 97.04 | |
| | | | | 9006347834 | 12/20/2019 BIZHUB C360, CITY HALL, 12/ | 38.94 | |
| | | | | 9006353439 | 12/22/2019 BIZHUB 282, FIRE DEPT, 11/2: | 2.78 | |
| | | | | 9006381250 | 12/31/2019 BIZHUB C360, CORP YARD, D | 330.80 | |
| | | | | 9006434485 | 1/19/2020 BIZHUB C360, CITY HALL, 12/ | 100.26 | |
| | | | | 9006437278 | 1/20/2020 BIZHUB C360, CITY HALL, 1/2 | 38.94 | |
| | | | | 9006443198 | 1/22/2020 BIZHUB 282, FIRE DEPT, 12/2 | 4.72 | |
| | | | | 9006417861 | 1/13/2020 BIZHUB C454E, CITY HALL, 1: | 20.04 | |
| | | | | 9006366396 | 12/27/2019 BIZHUB C364+C454+PRO 951 | 626.38 | |
| | | | | 262645642 | 11/27/2019 BIZHUB C454, CITY HALL, 10/ | 191.19 | |
| | | | | 262645800 | 11/27/2019 BIZHUB C364, CITY HALL, 10/ | 359.37 | |
| | | | | 262645903 | 11/27/2019 BIZHUB PRO 951, CITY HALL, | 12.62 | |
| | | | | 262645904 | 11/27/2019 BIZHUB C364, PERMIT CNTR, | 84.68 | |
| | | | | 263193440 | 12/27/2019 BIZHUB C364, CITY HALL, 11/ | 348.25 | 2,676.30 |
| 107367 | 2/12/2020 | 44767 | KUNA FM | 495679-1 | 12/8/2019 11/25-12/6 AD SPOT: TREE LI | 2,000.00 | 2,000.00 |
| 107368 | 2/12/2020 | 45051 | LAMAR OF PALM SPRINGS | 110948774 | 12/6/2019 12/6 VINYL ADVERTISING | 125.00 | |
| | | | | 111008293 | 12/30/2019 12/30-1/26 POSTER ADVERTI: | 1,200.00 | 1,325.00 |
| 107369 | 2/12/2020 | 48595 | LANDES, LUCRECIA | Jan 2020 | 1/30/2020 JAN2020 ESL CLASS | 360.00 | 360.00 |
| 107370 | 2/12/2020 | 24250 | LEAGUE OF CALIFORNIA CITI | 2446 | 1/2/2020 2020 RIV COUNTY MEMBERS | 100.00 | 100.00 |
| 107371 | 2/12/2020 | 44160 | LEWIS BRISBOIS BISGAARD | 2492382 | 10/31/2019 PE9/30, #41691-2, MORALES ' | 737.50 | 737.50 |
| 107372 | 2/12/2020 | 51183 | LINKO TECHNOLOGY INC. | 6086 | 8/31/2019 SP2019/20 SBSCRPTN: LINKC | 5,145.00 | 5,145.00 |
| 107373 | 2/12/2020 | 24600 | LOPES HARDWARE | 009006 | 10/14/2019 PAINT HANDLE, ROLLER COV | 291.35 | |
| | | | | 009115 | 12/3/2019 EXTENSION CORDS, PLIERS, | 306.81 | |
| | | | | 008112 | 12/6/2019 EXT CORD, ETC | 39.84 | |
| | | | | 008537 | 8/14/2019 BRUSHES, SPONGES, PUTTY | 459.29 | |
| | | | | 008556 | 4/30/2019 BATTERIES | 6.06 | 1,103.35 |
| 107374 | 2/12/2020 | 02162 | LOWE'S COMPANIES, INC. | 27248 | 12/30/2019 LAY-IN FLAT PANEL LED, ETC | 408.97 | 408.97 |
| 107375 | 2/12/2020 | 49857 | MANPOWER US INC. | 34596047 | 12/22/2019 WE 12/22: CAMPOS | 141.12 | |
| | | | | 34596048 | 12/22/2019 WE 12/15+22: RAMIREZ | 781.20 | |
| | | | | 34654275 | 1/12/2020 WE 1/5+12: RAMIREZ | 778.10 | |
| | | | | 34654276 | 1/12/2020 WE 1/12: CAMPOS | 173.60 | 1,874.02 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|---------------------------------------|------------|----------------------------|-------------|-------------|
| 107376 | 2/12/2020 | 53594 | MARIO A. YANEZ CONSTRUC 170 | 1/8/2020 | RPLC'D CARPET @ WATER D | 2,422.00 | |
| | | | 171 | 1/8/2020 | RPLC'D CARPET @ WATER D | 2,422.00 | 4,844.00 |
| 107377 | 2/12/2020 | 49901 | MARRON, LOURDES Edu Reimb | 1/27/2020 | FY19/20 EDUCATION REIMBU | 34.99 | |
| | | | Edu Reimb | 12/12/2019 | FY19/20 EDUCATION REIMBU | 174.56 | 209.55 |
| 107378 | 2/12/2020 | 50846 | MATTHEW FAGAN CONSULTII25 | 10/11/2019 | SEP2019 SVCS: VISTA DEL AC | 3,072.32 | |
| | | | 26 | 11/5/2019 | OCT2019 SVCS: VISTA DEL AC | 1,338.75 | 4,411.07 |
| 107379 | 2/12/2020 | 51445 | MEDIWASTE DISPOSAL 0000089430 | 1/1/2020 | JAN2020 BIOHAZARD WST S' | 74.00 | 74.00 |
| 107380 | 2/12/2020 | 25900 | MEREDITH & SIMPSON CONS191247 | 12/26/2019 | RPR'D ELECTRICAL @ SANIT | 243.25 | 243.25 |
| 107381 | 2/12/2020 | 51579 | METLIFE- GROUP BENEFITS Feb2020 | 1/15/2020 | FEB2020 DENTAL/VISION/LIFI | 12,948.57 | 12,948.57 |
| 107382 | 2/12/2020 | 51539 | MICHAEL BAKER INTERNATIC1071168 | 1/10/2020 | PE12/31 COACHELLA DVLPMI | 284.00 | 284.00 |
| 107383 | 2/12/2020 | 48292 | MOST DEPENDABLE FOUNTAINV58804 | 1/10/2020 | VB3 ADJUSTABLE KIT | 760.02 | 760.02 |
| 107384 | 2/12/2020 | 26950 | MUNICIPAL CODE CORPORAT00338291 | 1/9/2020 | 2020 ONLINE HOSTING RENE | 900.00 | 900.00 |
| 107385 | 2/12/2020 | 53222 | MURRIETA PARTNERSHIP 144 | 1/29/2020 | RIV. COUNTY INNOVATION M | 500.00 | 500.00 |
| 107386 | 2/12/2020 | 53585 | MYSIDEWALK, INC. 31658 | 1/9/2020 | DEPOSIT- OPPORTUNITY ZO | 8,600.00 | 8,600.00 |
| 107387 | 2/12/2020 | 53105 | NATIONAL MAIN STREET CEN3386 | 12/18/2019 | 2020 CAMSA MBRSHP DUES | 1,675.00 | 1,675.00 |
| 107388 | 2/12/2020 | 01882 | NORTHERN TOOL & EQUIPME44136849 | 1/15/2020 | BOOST PRO 4000A JUMP, ET | 409.90 | |
| | | | 44138178 | 1/15/2020 | 10 PERSON FIRST AID KIT, E | 53.66 | 463.56 |
| 107389 | 2/12/2020 | 42112 | NRO ENGINEERING 01-20-010 | 12/31/2019 | PE12/31 PLNCK, POLK ST SU | 840.00 | |
| | | | 01-20-011 | 12/31/2019 | PE12/31 PLNCK, LOVE'S:#138 | 262.50 | |
| | | | 01-20-012 | 12/31/2019 | PE12/31 PLNCK, 54101 ENTEI | 157.50 | |
| | | | 01-20-013 | 12/31/2019 | PE12/31 PLNCK, BORREGO M | 1,835.50 | |
| | | | 01-20-014 | 12/31/2019 | PE12/31 PLNCK, RED MOON (| 1,050.00 | |
| | | | 01-20-015 | 12/31/2019 | PE12/31 PLNCK, BORREGO M | 393.75 | 4,539.25 |
| 107390 | 2/12/2020 | 51065 | OFFICE DEPOT BUSINESS AC315047309-001 | 5/13/2019 | HANGING FOLDERS, USB FL | 158.81 | 158.81 |
| 107391 | 2/12/2020 | 52757 | OLLIN STRATEGIES 92 | 1/26/2020 | JAN2020 CONSULTING SVCS | 5,000.00 | 5,000.00 |
| 107392 | 2/12/2020 | 43970 | ORAWAY ENGINEERING, INC 1029 | 1/3/2020 | INSTLL'D DRIVE COUPLING, I | 7,200.00 | 7,200.00 |
| 107393 | 2/12/2020 | 47192 | O'REILLY AUTO PARTS 2855-177655 | 1/14/2020 | WIPER BLADE | 23.42 | |
| | | | 2855-171306 | 12/19/2019 | AIR & OIL FILTERS | 44.37 | |
| | | | 2855-177728 | 1/14/2020 | RANGURD BEAM | 21.73 | |
| | | | 2855-177889 | 1/15/2020 | OIL FILTER | 12.27 | |
| | | | 2855-177959 | 1/15/2020 | BATTERIES | 218.54 | |
| | | | 2855-178298 | 1/16/2020 | S-HC BELT | 24.12 | |
| | | | 2855-175580 | 1/6/2020 | BED ARMOR | 108.74 | |
| | | | 2855-175761 | 1/7/2020 | DISC PAD SET | 87.11 | |
| | | | 2855-177553 | 1/13/2020 | O2 SENSOR & CRANKSHFT C | 71.89 | 612.19 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|-------------------------------------|------------|----------------------------|-------------|-------------|
| 107394 | 2/12/2020 | 49099 | OTIS ELEVATOR COMPANY SD08316220 | 1/20/2020 | FB-JL2020 MAINT SVCS: COR | 1,603.14 | 1,603.14 |
| 107395 | 2/12/2020 | 50595 | PACIFIC LIGHTWAVE INC 19-3513 | 11/28/2019 | JAN-MAR2020 BUSINESS INT | 2,397.00 | 2,397.00 |
| 107396 | 2/12/2020 | 01736 | PALM SPRINGS PUMP, INC. 20-3011 | 1/17/2020 | 1/15 SVC CALL: REPAIRS TO | 250.00 | 250.00 |
| 107397 | 2/12/2020 | 53427 | PASTION INDUSTRIES, INC. 030827 | 12/27/2019 | JA-MA2020 FIRE ALARM/RAD | 195.00 | 195.00 |
| 107398 | 2/12/2020 | 49989 | PAUL ASSOCIATES 84512 | 1/23/2020 | FIELD CORRECTION NOTICE | 860.07 | |
| | | | 84380 | 11/27/2019 | BUSINESS CARDS: G. PAKOZ | 98.15 | |
| | | | 84497 | 1/14/2020 | BUSINESS CARDS: ALMAZA+ | 196.28 | 1,154.50 |
| 107399 | 2/12/2020 | 02028 | PETE'S ROAD SERVICE, INC. 383430-00 | 1/7/2020 | MOUNT/BALANCE NEW TIRE | 198.01 | |
| | | | 383867-00 | 1/9/2020 | FLAT REPAIR | 24.94 | |
| | | | 385786-00 | 1/16/2020 | FLAT REPAIR | 27.11 | |
| | | | 383436-00 | 1/7/2020 | MOUNT/BALANCE NEW TIRE | 177.69 | |
| | | | 382872-00 | 1/6/2020 | FLAT REPAIR | 27.11 | 454.86 |
| 107400 | 2/12/2020 | 01395 | PJ'S DESERT TROPHIES & GII22767 | 1/10/2020 | HOMETOWN HERO PLAQUE | 184.68 | |
| | | | 22782 | 1/15/2020 | 2X10 NAME PLATES | 89.72 | 274.40 |
| 107401 | 2/12/2020 | 53198 | PROACTIVE ENGINEERING 16629 | 1/16/2020 | PE12/31 STORMWATER MAS | 2,785.00 | 2,785.00 |
| 107402 | 2/12/2020 | 42759 | PROPER SOLUTIONS, INC. 10937 | 1/17/2020 | WE 1/17: AVINA+LOPEZ | 780.00 | |
| | | | 10959 | 1/24/2020 | WE 1/24: AVINA+LOPEZ | 780.00 | 1,560.00 |
| 107403 | 2/12/2020 | 48977 | PROTECTION 1/ADT 131933211 | 12/3/2019 | JAN2020 ALARM/EXT SVC PR | 626.74 | |
| | | | 131933212 | 12/3/2019 | JAN2020 ALARM/EXT SVC PR | 1,023.39 | |
| | | | 131933213 | 12/3/2019 | JAN2020 CELL/ESUITE/ALARI | 62.00 | |
| | | | 132093563 | 12/11/2019 | LABOR CHRG @ COMMUNIT | 37.50 | |
| | | | 132200191 | 12/18/2019 | ADDTNL EQUIP/LABOR CHRG | 261.23 | |
| | | | 132369372 | 12/31/2019 | LABOR CHRG @ 1515 6TH ST | 199.00 | |
| | | | 132397678 | 1/5/2020 | FB-AP20 ALARM/EXT SVC PR | 413.70 | |
| | | | 132397679 | 1/5/2020 | FEB2020 ALARM/EXT SVC PR | 626.74 | |
| | | | 132397680 | 1/5/2020 | FEB2020 ALARM/EXT SVC PR | 1,023.39 | |
| | | | 132473126 | 1/7/2020 | LABOR CHRG @ COMMUNIT | 56.25 | |
| | | | 132397681 | 1/5/2020 | FB-AP20 ALARM/EXT SVC PR | 572.70 | |
| | | | 132397682 | 1/5/2020 | FB-AP20 ALARM/EXT SVC PR | 212.85 | |
| | | | 132397683 | 1/5/2020 | FEB2020 CELL/ESUITE/ALARI | 62.00 | |
| | | | 131442056 | 11/3/2019 | OT-NV19 ALARM/EXT SVC PF | -87.37 | |
| | | | 131771314 | 11/25/2019 | OT-FB20 CELL BACKUP/FIRE | -293.79 | 4,796.33 |
| 107404 | 2/12/2020 | 52306 | QUINN COMPANY 12907801 | 12/20/2019 | 12/16-19 DUMP TRUCK RNTL | 1,161.80 | 1,161.80 |
| 107405 | 2/12/2020 | 52470 | R & R TOWING 52405 | 1/9/2020 | 1/9 TOWING: FREDERICK/CH | 255.00 | 255.00 |
| 107406 | 2/12/2020 | 42547 | RAP FOUNDATION/SNR INSP.SIA2020-002 | 8/12/2019 | 3/13 SENIOR INSPIRATION AV | 3,000.00 | 3,000.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|---------------------------------------|------------|-------------------------------|-------------|-------------|
| 107407 | 2/12/2020 | 53597 | RAPAN MENDOZA, DORA 1/15 Deposit | 1/28/2020 | DEPOSIT REIMB- LIBRARY RI | 300.00 | 300.00 |
| 107408 | 2/12/2020 | 52802 | RED WING BUSINESS ADVAN 2020012104540 | 9/12/2019 | 9/4 EMPLOYEE WORK BOOT | 123.73 | 123.73 |
| 107409 | 2/12/2020 | 44161 | ROBERT HALF MNGT RESOU IREB55101616 | 1/13/2020 | WE 1/10: M. GALVEZ | 890.00 | 890.00 |
| 107410 | 2/12/2020 | 47658 | RUIZVA L. PEST CONTROL 092 | 12/27/2019 | DEC2019 SVCS: FIRE STATIO | 65.00 | |
| | | | 093 | 1/22/2020 | JAN2020 SVCS: FIRE STATIO | 65.00 | 130.00 |
| 107411 | 2/12/2020 | 52991 | S & D CAR WASH MANAGEMEARB107324 | 12/31/2019 | DEC2019 CAR WASH SERVIC | 195.72 | 195.72 |
| 107412 | 2/12/2020 | 01830 | SAM'S FENCE INC. 18003 | 12/19/2019 | INSTLL'D IRON PANEL @ DIS | 875.00 | 875.00 |
| 107413 | 2/12/2020 | 44581 | SIGN-A-RAMA 99955 | 1/13/2020 | SCAN/CONVERT & CLEANUP | 95.00 | |
| | | | 99213 | 1/7/2020 | INSTLL'D E-PANEL SIGNS @ I | 384.67 | 479.67 |
| 107414 | 2/12/2020 | 52503 | SILVA, CARLOS Jan 2020 | 1/30/2020 | JAN2020 CERAMIC CLASS | 200.00 | 200.00 |
| 107415 | 2/12/2020 | 35000 | SMART & FINAL 044376 | 1/27/2020 | BOTTLED WATER, CREAMER | 191.06 | |
| | | | 034796 | 1/21/2020 | CREAMER & WATER | 29.44 | 220.50 |
| 107416 | 2/12/2020 | 35450 | SOCALGAS 1377 6th-DC19 | 12/26/2019 | AC 012 623 3701 5, 11/21-12/2 | 86.44 | |
| | | | 1500 6th-DC19 | 12/26/2019 | AC 020 678 1257 4, 11/21-12/2 | 120.83 | |
| | | | 1515 6th-DC19 | 12/26/2019 | AC 031 523 3700 6, 11/21-12/2 | 217.59 | |
| | | | 1517 6th-DC19 | 12/26/2019 | AC 010 594 4824 9, 11/21-12/2 | 32.80 | |
| | | | 1540 7th-DC19 | 12/26/2019 | AC 008 423 3900 4, 11/21-12/2 | 105.17 | |
| | | | 84626Bag-DC19 | 12/26/2019 | AC 153 323 6215 9, 11/21-12/2 | 19.21 | |
| | | | 87075Av54-DC1 | 12/26/2019 | AC 123 573 5834 5, 11/21-12/2 | 35.73 | |
| | | | BagPool-DC19 | 12/26/2019 | AC 069 323 6500 7, 11/21-12/2 | 13.80 | 631.57 |
| 107417 | 2/12/2020 | 48602 | SOMERS, MARIEL 002 | 1/23/2020 | 1/15 INTERP SVCS: PLANNIN | 120.00 | |
| | | | 003 | 1/23/2020 | 1/22 INTERP SVCS: AGENDA/ | 488.88 | 608.88 |
| 107418 | 2/12/2020 | 51139 | SOUTHERN COMPUTER WARIN-000612837 | 11/19/2019 | AMERICAN POWER CONVER | 530.18 | |
| | | | IN-000604137 | 10/2/2019 | SONICWALL | 113.61 | 643.79 |
| 107419 | 2/12/2020 | 47319 | SPARKLETTS 9467308 122419 | 12/24/2019 | DEC2019 WATER @ SANITAR | 154.25 | |
| | | | 9467308 112419 | 11/24/2019 | NOV2019 WATER @ SANITAR | 175.82 | 330.07 |
| 107420 | 2/12/2020 | 48221 | SPECIALTY MOWING SERVICE11062 | 1/20/2020 | TRIMMED OLEANDER HEDGE | 1,200.00 | 1,200.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------------|----------------|-----------------------------|-----------------------------|-------------|
| 107421 | 2/12/2020 | 52595 | STAPLES BUSINESS CREDIT | 7302323278-0-1 | 11/20/2019 | POST-IT, LYSOL SPRAY, CRE | 49.74 |
| | | | | 7302323278-0-2 | 11/20/2019 | SPOONS | 11.63 |
| | | | | 7302357300-0-1 | 11/21/2019 | SHARPIE, 11X17 COPY CS, A | 548.26 |
| | | | | 7302898600-0-1 | 12/10/2019 | POST-IT, AAA BATTERY, ADD | 76.69 |
| | | | | 7303049989-0-1 | 12/16/2019 | CABAL STOOL W/O ARMS & M | 251.18 |
| | | | | 7303388304-0-1 | 1/2/2020 | TRODAT STAMP & SCISSORS | 42.93 |
| | | | | 7303388304-0-2 | 1/2/2020 | COPY PAPER | 38.04 |
| | | | | 7303481273-0-1 | 1/6/2020 | HP 63 BLK/TRI-COLOR INK, E | 287.26 |
| | | | | 7300678404-9-1 | 11/29/2019 | FILE 4DWR LGL | -389.97 |
| | | | | 7300678404-7-1 | 10/14/2019 | FILE LAT 4DRWR | -831.71 |
| | | | | 7300678404-5-1 | 10/11/2019 | NX1-BRIGADE 600 SERIES | -831.71 |
| | | | | 7303481273-0-2 | 1/10/2020 | 8.5X11 FUCHSIA CRDK-250 | 84.92 |
| | | | | 7303481273-0-3 | 1/10/2020 | 8.5X11 YLW CRMTCA CDK-50 | 123.94 |
| | | | | 7303542115-0-1 | 1/7/2020 | HP 63XL HYBLK/63 TRI-CLR, F | 359.06 |
| | | | | 7303654763-0-1 | 1/10/2020 | BPA FREE THERMA, PRO SEF | 462.52 |
| | | | | 7303655842-0-1 | 1/10/2020 | PENTEL ENERGEL RTX .7MM | 538.77 |
| | | | | 7303654763-0-2 | 1/9/2020 | EPSON SJIC18K INK CART | 89.36 |
| | | | | 7300472452-1-1 | 9/23/2019 | BOX FILE LTR/LGL | -131.45 |
| | | | | 7300678404-10- | 11/29/2019 | FILE 4DWR LGL | -389.97 |
| 107422 | 2/12/2020 | 00582 | STATE WATER RESOURCES (Exam App-PS | 1/13/2020 | GRD III EXAM APP: P. SUSTAI | 295.00 | 295.00 |
| 107423 | 2/12/2020 | 00102 | SUNLINE TRANSIT AGENCY | INV03994 | 1/8/2020 | DEC2019 CNG FUEL | 888.84 |
| 107424 | 2/12/2020 | 52125 | TAG/AMS, INC. | 2761793 | 1/9/2020 | DEC2019 DRUG TESTING | 226.00 |
| 107425 | 2/12/2020 | 37600 | THE DESERT SUN PUBLISHIN | 0002997396 | 11/30/2019 | NOV2019 PUBLISHED ADS | 1,159.40 |
| | | | | 0003071546 | 12/31/2019 | DEC2019 PUBLISHED ADS | 1,458.60 |
| 107426 | 2/12/2020 | 52784 | THE PUN GROUP LLP | 112317 | 12/13/2019 | FY18/19 AUDIT SVCS | 11,000.00 |
| 107427 | 2/12/2020 | 48152 | TKE ENGINEERING, INC. | 2019-1191 | 1/23/2020 | NOV2019-JAN2020 CITY ENG | 30,787.50 |
| 107428 | 2/12/2020 | 38250 | TOPS N BARRICADES | 1079307 | 12/11/2019 | JACKET FLEECE, JKT LIME V | 282.21 |
| | | | | 1079760 | 1/10/2020 | CARSONITE W/1-SIDE CLASSE | 280.03 |
| 107429 | 2/12/2020 | 50590 | TOUCHTONE COMMUNICATIC | 733512 | 1/1/2020 | AC 1100006871, JAN2020 | 3.42 |
| 107430 | 2/12/2020 | 52204 | TPX COMMUNICATIONS | 124512907-0 | 12/16/2019 | AC33325, 12/16-1/15 | 3,346.15 |
| | | | | 125625388-0 | 1/16/2020 | AC33325, 1/16-2/15 | 3,340.25 |
| 107431 | 2/12/2020 | 45665 | TRIMAX SYSTEMS, INC. | 0030139-IN | 12/19/2019 | 12/10 TRBLSHT FLOW DATA (| 1,672.76 |
| 107432 | 2/12/2020 | 38800 | UNDERGROUND SERVICE AL | 122019107 | 1/1/2020 | DEC2019- 39 NEW TICKETS+H | 74.35 |
| | | | | 18dsbfe6780 | 1/1/2020 | CA STATE FEE FOR REGULAT | 64.78 |
| | | | | 18dsbfe6170 | 12/1/2019 | CA STATE FEE FOR REGULAT | 64.78 |
| | | | | | | | 203.91 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|----------------|-------------|------------------------------|-------------|----------|
| 107433 | 2/12/2020 | 48436 | UNIVAR USA INC. | LA777029 | 1/3/2020 | SODIUM HYPOCHLORITE | 6,021.35 | 6,021.35 |
| 107434 | 2/12/2020 | 50229 | URBAN HABITAT ENVIRONME | 5314 | 12/31/2019 | 12/2 RPR'D IRRGTN @ DIST 1 | 133.79 | |
| | | | | 5315 | 12/31/2019 | 12/3 RPR'D IRRGTN @ DIST 1 | 197.15 | |
| | | | | 5316 | 12/31/2019 | 12/5 RPR'D IRRGTN @ DIST 1 | 189.36 | |
| | | | | 5317 | 12/31/2019 | 12/10 RPR'D IRRGTN @ DIST | 274.01 | |
| | | | | 5318 | 12/31/2019 | 12/11 RPR'D IRRGTN @ DIST | 35.48 | |
| | | | | 5319 | 12/31/2019 | 12/12 RPR'D IRRGTN @ DIST | 229.51 | |
| | | | | 5320 | 12/31/2019 | 12/12 RPR'D IRRGTN @ DIST | 227.54 | |
| | | | | 5321 | 12/31/2019 | 12/17 RPR'D IRRGTN @ DIST | 143.37 | |
| | | | | 5322 | 12/31/2019 | 12/19 RPR'D IRRGTN @ DIST | 33.94 | |
| | | | | 5323 | 12/31/2019 | 12/19 RPR'D IRRGTN @ DIST | 104.27 | |
| | | | | 5324 | 12/31/2019 | 12/20 RPR'D IRRGTN @ DIST | 71.11 | 1,639.53 |
| 107435 | 2/12/2020 | 43751 | USA BLUEBOOK | 099887 | 12/26/2019 | RIDGID CABLE, KEY COUPLIN | 488.81 | |
| | | | | 118064 | 1/16/2020 | ACETATE BUFFER SOLUTION | 723.73 | 1,212.54 |
| 107436 | 2/12/2020 | 51820 | VARIDESK LLC | IVC-2-1368736 | 1/7/2020 | VARICHAIR & EXEC 40 BLK | 729.17 | 729.17 |
| 107437 | 2/12/2020 | 53173 | VERIZON CONNECT NWF, INC | OSV0000019919 | 1/1/2020 | DEC2019 GPS MONITORING : | 1,403.70 | 1,403.70 |
| 107438 | 2/12/2020 | 44966 | VERIZON WIRELESS | 9844793620 | 12/22/2019 | AC571164685-00001, 11/23-12, | 45.62 | |
| | | | | 9845332222 | 1/1/2020 | AC371867190-00001, 12/2-1/1 | 5,526.22 | |
| | | | | 9845332223 | 1/1/2020 | AC371867190-00002, 12/2-1/1 | 545.96 | 6,117.80 |
| 107439 | 2/12/2020 | 53595 | VICTOR STANLEY | SI44771 | 1/9/2020 | REPLACEMENT ARMREST W. | 1,987.50 | |
| | | | | SI44772 | 1/9/2020 | REPLACEMENT ARMREST W. | 1,009.25 | 2,996.75 |
| 107440 | 2/12/2020 | 50629 | VINTAGE ASSOCIATES, INC | 24931 | 12/16/2019 | MY-NV2019 LNDSCPE MAINT | 3,000.00 | |
| | | | | 215211 | 12/31/2019 | DEC2019 LNDSCPE MAINT @ | 67.74 | 3,067.74 |
| 107441 | 2/12/2020 | 44775 | VISTA PAINT CORPORATION | 2020-241569-00 | 1/9/2020 | DURAGLIDE FLAT WHITE | 105.70 | |
| | | | | 2020-276436-00 | 2/3/2020 | COVERALL EXT FLAT WHITE | 709.60 | |
| | | | | 2020-246842-00 | 1/14/2020 | COVERALL EXT FLAT DEEP E | 770.06 | |
| | | | | 2020-255550-00 | 1/20/2020 | COVERALL EXT FLAT DEEP E | 620.90 | |
| | | | | 2020-260674-00 | 1/23/2020 | COVERALL EXT FLAT WHITE | 19.50 | |
| | | | | 2020-261466-00 | 1/23/2020 | METAL PRO PRIMER/FINISH \ | 543.38 | 2,769.14 |
| 107442 | 2/12/2020 | 01732 | WAXIE SANITARY SUPPLY | 78826381 | 1/14/2020 | ECO GREEN NO-TOUCH NAT | 682.84 | 682.84 |

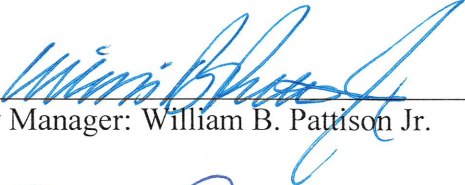
Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|-------------------------------------|------------|-------------------------------|-------------|---------------------|
| 107443 | 2/12/2020 | 49778 | WEST COAST ARBORIST, INC 152317 | 9/15/2019 | PE9/15 TREE MAINT @ PARK: | 8,634.00 | |
| | | | 155434 | 12/15/2019 | PE12/15 TREE MAINT @ PARI | 952.00 | |
| | | | 155435 | 12/2/2019 | PE12/2 TREE MAINT @ LLMD | 780.00 | |
| | | | 155436 | 12/3/2019 | PE12/3 TREE MAINT @ LLMD | 416.00 | |
| | | | 155437 | 12/4/2019 | PE12/4 TREE MAINT @ LLMD | 884.00 | |
| | | | 155440 | 12/9/2019 | PE12/9 TREE MAINT @ LLMD | 1,310.00 | |
| | | | 155441 | 12/10/2019 | PE12/10 TREE MAINT @ LLMI | 4,040.00 | |
| | | | 155443 | 12/12/2019 | PE12/12 TREE MAINT @ LLMI | 2,288.00 | |
| | | | 155444 | 12/13/2019 | PE12/13 TREE MAINT @ LLMI | 2,600.00 | |
| | | | 155438 | 12/5/2019 | PE12/5 TREE MAINT @ LLMD | 1,664.00 | |
| | | | 155439 | 12/6/2019 | PE12/6 TREE MAINT @ LLMD | 2,926.00 | |
| | | | 155442 | 12/11/2019 | PE12/11 TREE MAINT @ LLMI | 6,940.00 | |
| | | | 155445 | 12/15/2019 | PE12/15 TREE MAINT @ LLMI | 1,664.00 | 35,098.00 |
| 107444 | 2/12/2020 | 47746 | WEST COAST LIGHTS & SIRE 19394 | 1/14/2020 | INSTLL'D DOCKING STATION, | 1,667.97 | 1,667.97 |
| 107445 | 2/12/2020 | 51697 | WESTERN WATER WORKS SI57143-00 | 10/10/2019 | 2PC POLYMER CVR "WATER" | 1,543.17 | |
| | | | 57363-00 | 11/11/2019 | 2-1/2 DI HYD 6H DI CAPS 1-1/2 | 2,695.59 | |
| | | | 57556-00 | 12/12/2019 | BALLCORP MIPXQJ 110 COMI | 725.37 | |
| | | | 57746-00 | 1/15/2020 | SS REPAIR CLAMP | 154.85 | |
| | | | 57811-00 | 1/23/2020 | 1PC CONC COVER | 245.78 | |
| | | | 57682-00 | 1/8/2020 | RED HOT BLUE GLUE PVC CI | 16.53 | |
| | | | 57654-00 | 1/3/2020 | SCH80 PVC CPLG | 25.45 | 5,406.74 |
| 107446 | 2/12/2020 | 00384 | WILLDAN FINANCIAL SERVICE 002-21968 | 12/4/2019 | NOV2019 BLDG & SAFETY SV | 29,580.00 | 29,580.00 |
| 107447 | 2/12/2020 | 00384 | WILLDAN FINANCIAL SERVICE 002-22116 | 1/2/2020 | DEC2019 BLDG & SAFETY SV | 8,305.00 | 8,305.00 |
| 107448 | 2/12/2020 | 53596 | XTREME HEATING AND AIR 1874 | 12/30/2019 | RMV'D/INSTLL'D THERMOSTA | 1,950.00 | 1,950.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 3,324,203.67 |

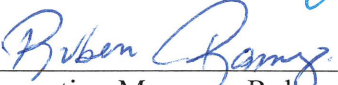
147 checks in this report.

Grand Total All Checks: 3,324,203.67

Date: February 12, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez



STAFF REPORT
2/12/2020

TO: Honorable Mayor and City Council Members

FROM: Gabor Pakozdi, P.E., City Engineer

SUBJECT: Amendment to the Professional Service Agreement with Michael Baker International, Inc. in an amount of \$96,109 to provide Professional Engineering Services for the I-10/Avenue 50 New Interchange, City Project No. ST-67

STAFF RECOMMENDATION:

Authorize the City Manager to Execute an Amendment to the Professional Service Agreement with Michael Baker International, Inc. in an amount of \$96,109 to provide Professional Engineering Services for the I-10/Avenue 50 New Interchange, City Project No. ST-67

BACKGROUND:

Michael Baker International has provided Professional Engineering Services for the I-10/Avenue 50 New Interchange, City Project No. ST-67.

DISCUSSION/ANALYSIS:

In order to complete the Plans, Specifications & Estimates (PS&E Phase) required by Caltrans and FHWA the following extra work is required:

- Preparation of a Paleontological Monitoring Plan (PMP) in compliance with the Environmental Commitments Record, requested by Caltrans before PS&E can be approved.
- Redesign of water quality basins in response to Caltrans' review of the Storm Water Data Report (SWDR) as part of the 100% PS&E submittal, including drainage plans, profiles, special details, erosion control plans, and quantities, based on repositioning of inlets and outlets both horizontally and vertically.
- Revisions to a previous Benefit Cost Analysis (BCA) created for FY19 BUILD grant application and enhancements to the benefit evaluation to include a full lifecycle cost evaluation and take climate change impacts into account in accordance with the newly adopted California 2020 State Transportation Improvement Program Guidelines.

- Preparation of a Habitat Mitigation and Monitoring Plan (HMMP) in accordance with the conditions in the draft Streamed Alternation Agreement (SAA) 1600-2018-0162-R6 by the California Department of Fish and Wildlife (CDFW).
- Reimbursement for additional deposits required by the County of Riverside for review of the Record of Survey.
- Reimbursement for additional expenses associated with the above tasks, such as mileage, field supplies, and document reproduction.

The total cost to perform all the above referenced tasks, including 10% contingency, is **\$96,109**, which will revise the total contract authorized amount to **\$3,399,158**.

FISCAL IMPACT:

In accordance with the City's cooperative agreement with the Coachella Valley Association of Governments (CVAG), 75% of the cost will be reimbursed by CVAG and the remaining 25% will be funded through Development impact fees, which include Grade Separation DIF and Street DIF, paid in advance in accordance with the City's cooperative agreement with PSAV LLC/LLSE Holdings approved by the City Council on December 10, 2014.

**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND MICHAEL BAKER INTERNATIONAL, INC.**

THIS FOURTH AMENDMENT (“Amendment”) is made and entered into as of February 12, 2020 by and between the City of Coachella (“City”) and Michael Baker International, Inc., (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about May 27, 2015 the City and Consultant entered into that certain agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant in the amount of \$2,800,000 for I-10/Avenue 50 Interchange, City Project# ST-67.
 - b. On or about March 14, 2018 the City and Consultant entered into that certain agreement entitled “First Amendment” between the City and Consultant in the amount of \$335,363.
 - c. On or about April 24, 2018 the City and Consultant entered into that certain agreement entitled “Second Amendment” between the City and Consultant to extend the term to May 27, 2020.
 - d. On or about December 12, 2018 the City and Consultant entered into that certain agreement entitled “Third Amendment” between the City and Consultant in the amount of 167,786.
 - e. The parties now desire to amend the Agreement as set forth in this Amendment

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

“3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit “A” at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Million Three Hundred Ninety-Nine Thousand One Hundred Fifty-Eight Dollars (\$3,399,158)** without written approval of the City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the

date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
William Pattison, City Manager

By: _____
signature

Approved as to form:

name

By: _____
Carlos Campos, City Attorney

title

Attest:

By: _____
Angela Zepeda, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1: Paleontological Monitoring Plan

- **CRITICAL – COMPLETED/APPROVED**

Caltrans requires that a Paleontological Monitoring Plan (PMP) be prepared in compliance with the Environmental Commitments Record before PS&E can be approved. The PMP was not in the original scope of work due to the overlap of PA/ED with PS&E.

Cogstone's key staff will prepare the Paleontological Monitoring Plan (PMP), which will provide guidance to protect paleontological resources during project construction excavations. The report will be completed in compliance with Volume 1, Chapter 8 of Caltrans' SER Handbook. Cogstone will respond to two rounds of comments and produce the final PMP.

Notes and Assumptions: For purposes of this addendum request, it is assumed that Cogstone will not be required to attend project meetings or public meetings. Reports will be submitted electronically. Two rounds of revisions are anticipated for approval of the PMP by Caltrans.

Deliverable:

- Approved Paleontological Monitoring Plan

Task 2: Water Quality Basin Refinements

- **CRITICAL – COMPLETED/PENDING APPROVAL**

In response to Caltrans' review of the Storm Water Data Report (SWDR) as part of the 100% PS&E submittal, redesign of the water quality basins was required. Redesign included three (3) iterative redesign of the basin concepts and coordination at four (4) focus meetings with Caltrans representatives from Storm Water, Maintenance, and Landscape Architecture. As a result of the basin redesign, the following revisions to other project features were required:

- Revise MVP on EB off-ramp to accommodate larger vehicles,
- One (1) additional MVP at EB on-ramp to accommodate larger vehicles,
- Individually designed rock slope protection (RSP) shapes,
- Individually designed material pathways to each basin

The above resulted in revisions to the fully designed 100% PS&E. The drainage plans, profiles, details and quantities required updates based on repositioning of inlets and outlets both horizontally and vertically near various MVPs and within the redesigned basins. Special details were required for each uniquely shaped RSP. Erosion control plans required updates to accommodate the new shapes and changes within the graded areas of the project. Quantities were also updated and re-verified across the updated plan sets.

Deliverables:

- Focus meetings (4)
- Updated PS&E (Drainage, Erosion Control, Grading, Layouts, Specifications and Estimates) based on basin redesign
- Updated SWDR accounting for basin redesign

Task 3: Benefit Cost Analysis

- **CRITICAL – COMPLETED**

Michael Baker will revise a previous BCA created for FY19 BUILD grant application “*Interstate 10/Avenue 50 Interchange Coachella, California*” and enhance the benefit evaluation to include a full lifecycle cost evaluation and take climate change impacts into account in accordance with the newly adopted California 2020 State Transportation Improvement Program Guidelines. The revised BCA will include a narrative update and supporting documentation of calculations using Caltrans Cal B/C tools provided by their Transportation Economics Branch. It will include a crosswalk of parameters to translate benefit parameters used for the Federal BUILD BCA to the Caltrans Cal B/C tool per Caltrans guidance documents.

Deliverable:

- Benefit Cost Analysis

Task 4: Habitat Mitigation and Monitoring Plan

- **CRITICAL – NEW WORK**

Michael Baker has reviewed the conditions in the draft Streamed Alternation Agreement (SAA) 1600-2018-0162-R6. California Department of Fish and Wildlife (CDFW) has determined that the Permittee (City of Coachella, City) shall mitigate project related impacts by providing for the acquisition and the perpetual conservation of 7.69 acres of jurisdictional area. It is noted that the protection and perpetual management of the 7.69 acres of jurisdictional area may be developed in an alternative manner acceptable to CDFW. Upon 90 days of the signature to the SAA, the Permittee shall submit a draft Habitat Mitigation and Monitoring Plan (HMMP) for CDFW approval. The Permittee will have 30 calendar days to notify CDFW of whether the measures in the draft agreement are acceptable.

Task 4a: (Coordination & Mitigation Approach)

For the acquisition and perpetual conservation of 7.69 acres of jurisdictional area, Michael Baker will review the feasibility of various approaches to mitigation for discussion with the City and CDFW. Options evaluated may include onsite mitigation, offsite mitigation through acquisition of an available parcel and the establishment of a conservation easement, permittee responsible mitigation through identification of City owned property, or a combination of the above. The accepted approach will be detailed in the Habitat Mitigation and Monitoring Plan (HMMP) identified in Task 4b below.

Michael Baker will identify and coordinate with approved third-party approved land managers to evaluate the potential for off-site and/or onsite mitigation. Michael Baker will also coordinate with the third-parties in order to assist the City in understanding the requirements for mitigation.

- *Onsite mitigation:* Michael Baker will determine the viability of onsite mitigation by reviewing existing baseline information of desert dry wash habitat and associated vegetation within project boundaries.
- *Offsite mitigation:* Michael Baker will identify and coordinate with approved third-party land managers for an off-site mitigation approach. Coordination will involve the identification and review of available mitigation lands and evaluation of the long-term management and

maintenance of the mitigation lands. Michael Baker will conduct a desk-top baseline review of available mitigation lands to determine their ability to meet CDFW mitigation requirements.

- *Offsite mitigation (City owned property):* Michael Baker will work with the City to identify whether City owned property is available for permittee responsible mitigation. The City will provide all available parcel data in the form of GIS shapefiles. Michael Baker will conduct a desk-top baseline review of available properties.
- *Onsite/Offsite Mitigation:* From the data gathered from the above mitigation options, Michael Baker will identify if it will be feasible to combine the best approach for both onsite and offsite mitigation.

Assumptions and Exclusions: This task assumes a desk-top level literature review of the potential mitigation sites.

Deliverable:

- Outline summary of each mitigation approach and a Conceptual Mitigation Plan for City and CDFW review.

Task 4b: (Habitat Mitigation and Monitoring Plan)

Michael Baker shall prepare a Habitat Mitigation and Monitoring Plan (HMMP) for the Project site based on the selected mitigation approach identified in Task 4a above. The HMMP is designed to document compensatory mitigation to off-set the Project's original jurisdictional impacts and shall be prepared in accordance with the Project's Streambed Alteration Agreement. The Plan shall discuss:

- *Responsibilities and qualifications of the personnel to implement and supervise the plan.* The responsibilities of the Applicant that would supervise and implement the plan shall be specified.
- *On-Site restoration preparation and planting implementation.* Site preparation shall include: (1) protection of existing native species; (2) trash and weed removal; (3) native species salvage and reuse (i.e., duff); (4) soil treatments (i.e., imprinting, decompacting); (5) temporary irrigation installation (if required); (6) erosion control measures (i.e., rice or willow wattles); (7) seed mix application; and (8) container species planting.
- *Off-Site Conservation Efforts.* Activities associated with the conservation efforts shall be identified and outlined to fulfill CDFW mitigation requirements.
- *Schedule.* A schedule shall be developed which includes planting in late fall and early winter (between October 1 and January 30) or dictated by CDFW.
- *Maintenance plan/guidelines.* The Maintenance Plan shall include: (1) weed control; (2) herbivory control; (3) trash removal; (4) irrigation system maintenance (if required); (5) maintenance training; and (6) replacement planting.
- *Monitoring Plan.* The Monitoring Plan for the restoration efforts shall be described to include: (1) qualitative monitoring (i.e., photographs and general observations); (2) quantitative monitoring (i.e., randomly placed transects); (3) performance criteria set by CDFW; (4) monthly reports for the first year and reports every other month thereafter; and (5) annual reports, which shall be submitted to CDFW on a yearly basis, for five years. This task does not include monitoring of the mitigation sites.
- *Long-term management.* Long-term management of both sites shall also be detailed in the HMMP to ensure the mitigation is not impacted by future development.

Pursuant to agency requirements, the HMMP will include a maximum of four (4) exhibits to enhance the written text and clarify the approach. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Mitigation Site Plans, 4) On-Site Mitigation Site Photographs; and, (5) Off-Site Mitigation Photographs. This task includes time for Geographic Information Systems (GIS) analysis. A reference site will also be identified. The reference site would be in the watershed and would provide an “example” of what the mitigation site would become. The focus is on functions and services of the mitigation site, rather than just aesthetics and vegetation.

Calculation of Plant Quantities: Working in concert with Michael Baker’s Restoration Ecologists, our licensed landscape architect will review the species planting list and identify plant quantities to be utilized. This task includes identification of plant types (i.e. cuttings, 1-gallon containers, hydroseed) and quantities (cuttings/pounds/gallons per acre). Spacing requirements will also be defined. This task excludes preparation of construction and irrigation plans; however, such plans can be provided based on a supplemental scope of work for additional fee.

Preparation of Final HMMP Report: This task includes response to comments and revisions associated with client and/or regulatory agency reviews. Michael Baker shall provide regulatory services for the completion of the HMMP. The processing shall include required correspondence or telephone calls between the reviewing staff related to the HMMP. Typically, agency comments are responded to via email; however, this task includes one (1) round of formal (written and hard copy submittal) response to comments as needed.

Deliverable:

- Habitat Mitigation and Monitoring Plan (PDF)

Reimbursables - Deposits

- **CRITICAL**

Additional deposits are required to the County of Riverside for review of the Record of Survey. The current deposit is in the amount of \$510, and an additional, unknown deposit is anticipated for the final submittal of the Record of Survey for County approval. Michael Baker can pay the deposit to facilitate the project schedule.

Reimbursables - HMMP

- **CRITICAL**

An estimated \$1,200 in mileage, field supplies, and document reproduction is estimated for Task 4 (HMMP).

EXHIBIT "B"

COMPENSATION

Client agrees to compensate Michael Baker International (Consultant) for such services as follows:

Consultant shall complete the additional work outlined Exhibit A in accordance with our existing contract agreement budgeted as follows:

| Task | Hours | Budget |
|--|--------------|-----------------|
| Task 1 Paleontological Monitoring Plan (PMP) | | \$4,400 |
| Prime Consultant | 6 | \$1,275 |
| Sub Consultant | 28 | \$3,125 |
| | | |
| Task 2 Water Quality Basin Refinements | | \$28,350 |
| Prime Consultant | 179 | \$28,350 |
| | | |
| Task 3 Benefit Cost Analysis | | \$13,400 |
| Prime Consultant | 124 | \$13,400 |
| | | |
| Task 4 Habitat Mitigation and Monitoring Plan | | \$39,500 |
| Prime Consultant | 340 | \$39,500 |
| | | |
| Total Professional Services | | \$79,400 |
| Reimbursables - Deposits | | \$522 |
| Reimbursables – ODC for HMMP | | \$1,200 |
| | | |
| Subtotal | | \$87,372 |
| Contingency (10%) | | \$8,737 |
| Total Additional Budget Request | | \$96,109 |



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Resolution No.SD-2020-01 Authorizing Resolution For Clean Water State Revolving Fund Application For The Shady Lane Mobile Home Park Septic-To-Sewer Project

STAFF RECOMMENDATION:

Authorize Resolution No.SD-2020-01 for Clean Water State Revolving Fund Application for Shady Lane Mobile Home Park Septic-To-Sewer Project.

BACKGROUND:

There are small communities and mobile home parks adjacent to and surrounding the Coachella Sanitary District (CSD) service area that wish to be consolidated into the CSD system in order to receive wastewater services from the District. Shady Lane Mobile Home Park (MHP) is one of these communities and the City of Coachella received an Integrated Regional Water Management (IRWM) grant from the California Department of Water Resources (DWR) to fund the preparation of engineering and environmental documents.

The Shady Lane MHP consists of 40 mobile homes which currently rely on septic systems. The Project will install and connect the Shady Lane MHP to a new sewer main from Ave 54 along Shady Lane that will convey wastewater to the City's existing sewer system. Once the final connection is made, the existing septic tanks will be decommissioned in place per the requirements of Riverside County and the State of California.

The Coachella Sanitary District is submitting a construction Clean Water State Revolving Fund Application in order to secure financing for the extension of wastewater services to the community. An Authorizing Resolution is required as part of the application process.

FISCAL IMPACT:

None

RESOLUTION NO. SD-2020-01

AUTHORIZING RESOLUTION FOR CLEAN WATER STATE REVOLVING FUND APPLICATION FOR THE SHADY LANE MOBILE HOME PARK SEPTIC-TO-SEWER PROJECT

WHEREAS, the Coachella Sanitary District (District) and the City of Coachella (the “City”) are pursuing funding for the Shady Lane Mobile Home Park (MHP) Septic-to-Sewer Project (the “Project”) through the Clean Water State Revolving Fund and Proposition 1 Small Communities Wastewater Grant Program; and

WHEREAS, the District intends to convert the Shady Lane MHP area septic systems to the City’s sewer system.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

Section 3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

Section 4. The Authorized Representative, or his/her designee, is designated to represent the District in carrying out the Districts’ responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

PASSED, APPROVED and ADOPTED this 12th day of February, 2020.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. SD-2020-01 was duly adopted by the Board of Directors of the Coachella Sanitary District at a regular meeting thereof, held on the 12th day of February, 2020, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Resolution No.WA-2020-02 Authorizing Resolution For Drinking Water State Revolving Fund Application For The Shady Lane Mobile Home Park Water Consolidation Project

STAFF RECOMMENDATION:

Authorize Resolution No.WA-2020-02 for Drinking Water State Revolving Fund Application for Shady Lane Mobile Home Park Water Consolidation Project.

BACKGROUND:

There are small communities and mobile home parks adjacent to and surrounding the Coachella Water Authority (CWA) service area that wish to be consolidated into the CWA system in order to receive potable water services from the Authority. Shady Lane Mobile Home Park (MHP) is one of these communities and the City of Coachella received an Integrated Regional Water Management (IRWM) grant from the California Department of Water Resources (DWR) to fund the preparation of engineering and environmental documents.

The Shady Lane Mobile Home Park (MHP) is a severely disadvantaged community of 40 mobile homes that was historically served by an on-site water well. The well on the site failed and was destroyed. The Shady Lane MHP is currently connected to the adjacent Amezcua Garcia Water System, a small aging community water system with a single well with no redundancy. The Shady Lane MHP Water Consolidation Project will construct approximately 2,880 LF of pipeline to connect the Shady Lane MHP to CWA's municipal water system. The new service will provide fire flow in accordance with Riverside County Ordinance 787 and supports the Riverside County General Plan Housing Element which highlights the importance of potable water to sustain healthy communities.

An Authorizing Resolution is required as part of the DWSRF application process.

FISCAL IMPACT:

None

RESOLUTION NO. WA-2020-02

AUTHORIZING RESOLUTION FOR DRINKING WATER STATE REVOLVING FUND APPLICATION FOR THE SHADY LANE MOBILE HOME PARK WATER CONSOLIDATION PROJECT

WHEREAS, the Coachella Water Authority (CWA) and the City of Coachella (the “City”) are pursuing funding for the Shady Lane Mobile Home Park (MHP) Water Consolidation Project (the “Project”) through the Drinking Water State Revolving Fund;

WHEREAS, the CWA has the authority to construct, operate, and maintain its water system; and

WHEREAS, CWA and Shady Lane MHP are in discussions to consolidate Shady Lane MHP’s system into the CWA water system.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF COACHELLA OF THE COACHELLA WATER AUTHORITY, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the CWA, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

Section 3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

Section 4. The Authorized Representative, or his/her designee, is designated to represent the CWA in carrying out the CWA’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the CWA and compliance with applicable state and federal laws.

PASSED, APPROVED and ADOPTED this 12th day of February, 2020.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-02 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 12th day of February, 2020, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/12/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Lease Agreement with Consulado Mexicano San Bernardino, for property located at 1515 Sixth Street, Coachella.

STAFF RECOMMENDATION:

Approve Amended Lease Agreement with Consulado Mexicano San Bernardino for use of space at property located at 1515 Sixth Street, Coachella.

EXECUTIVE SUMMARY:

For several years, the Mexican Consulate has been providing various services to Coachella and other East Valley residents at the Coachella Corporate Yard. The Consulate schedules services in Coachella one week per month and during that time serves 400-500 residents weekly. Due to the high volume of traffic their services attract the Downtown Sixth Street office spaces available at Coachella City Hall may be better suited for their use. The Consulate provided office hours from the Coachella Council Chambers in January 2020 and would like to continue providing services from this location. Staff has discussed a lease with the Consulate to continue to provide a space for these services. The proposed lease would provide the Consulate access to the Coachella Council Chambers for one week a month, based on current needs, and extend for a period of three years; below are the additional terms of the proposed lease.

- Rent = \$1.00 per year
- Term = three years; February 1 – January 31, 2023
- Utilities = to be paid by Lessee for said property
- Maintenance/Janitorial = to be completed by Lessee for said property
- Insurance = to be provided by Lessee for said property

FISCAL IMPACT:

The recommended action would not have a significant financial impact.

Attachments: Proposed Lease

LEASE AGREEMENT

BETWEEN THE CITY OF COACHELLA AND

MEXICAN CONSULATE SAN BERNARDINO

THIS LEASE AGREEMENT (the "Lease") is made as of ~~September 2~~ February 12⁵, 2020 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the MEXICAN CONSULATE SAN BERNARDINO (the "Lessee"), with reference to the following facts:

RECITALS

- A. The Lessor owns a civic building located at City Hall 1515 Sixth Street (~~Administration Division~~), Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").
- B. Lessee desires to lease ~~9883,834~~ square feet of the Building (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purpose of providing Mexican Consulate Services and programs for one week per month to the residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose; and

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

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in Exhibit A amount to an area of approximately ~~988,3,834~~ square feet. The Lessee will be provided use of the premises for one week per month; the Lessee will provide the Lessor the dates of use in advance to avoid conflicts with facility bookings. Lessor must approve requested dates in advance to ensure booking conflicts for the Premises do not exist.
4. Term of Lease. The original term of the Lease shall be for a three (3) year period commencing on February 1, 2020 and terminating on January 31, 202~~2~~3 (the "Term"). Following expiration of the Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with Section 11, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on

February 1 of the subject year and expiring on January 31 of the following year (individually and collectively, the “Extended Term”).

5. Rent.

Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor annual ~~as minimum annual rent~~ in the sum of One Dollar and No Cents (\$1.00). ~~One Dollar and No Cents (\$1.00) per year.~~
~~—first day of each rental year commencing on January 1, 2020 and continuing throughout the term of the Lease.—~~

5.25.1 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on February 1, 2023 and on February 1 of each successive year during the Extended Term the annual ~~minimum annual rent~~ shall be One Dollar and No Cents (\$1.00) ~~the sum of One Dollar and No Cents (\$1.00) per year~~ unless renegotiated between the Lessor and Lessee.

5.35.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessor shall make all arrangements for and shall pay for all utilities currently available.
- b) Maintenance. Lessor shall provide all maintenance and repairs.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
 - i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a

limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.

- ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.
- iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
- iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of providing Mexican

Consulate services and programs and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Janitorial Services. The Lessor agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Hazardous Substances and Hazardous Materials.

a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

10. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor, which would not be unreasonably withheld.
 - b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
 - c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alterations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
 - d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.
11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed

to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

14. Use of Premises by Lessor. The Premises will be used ~~for~~ as administrative office space and programming for the Lessee.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents ~~to~~ to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez
Phone: (760) 501-8111
E-mail: mmartinez@coachella.org

To Lessee
Mexican Consulate San Bernardino
293 D Street
San Bernardino, CA 92401
Attn: Miguel Angel Peralta-Velasco
Phone: (909) 889-9836
E-mail: mperalta@sre.gob.mx

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.

21. Time of Essence. Time is of the essence of this Lease.

22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

23. Governing Law. This Lease shall be governed by and construed in accordance with

the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

Mexican Consulate San Bernardino

By: _____

LESSOR:

THE CITY OF COACHELLA

California Municipal Corporation

By: _____

William B. Pattison Jr., City Manager

Attest:

By: _____

Angela M. Zepeda

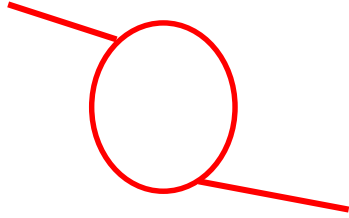
City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney





STAFF REPORT
2/12/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve agreement between City of Coachella and Enterprise Fleet Management Inc.

SPECIFICS:

- Approve vehicle surplus listing and replacement.
- Approve a Master Equity Lease Agreement between the City of Coachella and Enterprise Fleet Management Inc.
- Approve Maintenance Agreement between City of Coachella and Enterprise Fleet Management Inc.
- Authorize the appropriation of \$50,000 for the leasing of twelve (12) vehicles from Enterprise Fleet Management Inc.
- Authorize appropriation of \$50,000 for the safety lighting and radio equipment for twelve (12) vehicles.

STAFF RECOMMENDATION:

It is recommended that the City Council:

- Approve vehicle surplus listing and replacement.
- Approve a Master Equity Lease Agreement between the City of Coachella and Enterprise Fleet Management Inc. and related documents.
- Approve Maintenance Agreement between City of Coachella and Enterprise Fleet Management Inc.
- Authorize the appropriation of \$50,000 for the leasing of twelve (12) vehicles from Enterprise Fleet Management Inc.
- Authorize appropriation of \$50,000 for the safety lighting and radio equipment for twelve (12) vehicles.

BACKGROUND:

The City of Coachella has historically purchased and owned all fleet vehicles and equipment. The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. The City owns 57 light and medium duty passenger vehicles; on average the age of these passenger vehicles is 13 years and eight units

exceed 150,000 miles. The city currently has a fleet of 57 passenger vehicles. Below is a snapshot of the age of our fleet.

| Year | Quantity | % of Fleet | Age (Years) | 150k miles + |
|-----------|----------|------------|-------------|--------------|
| < 2000 | 2 | 3.5% | 20 | |
| 2000-2004 | 16 | 28% | 19-15 | 5 |
| | | | | |
| 2005-2009 | 23 | 40% | 14-10 | 3 |
| 2010-2014 | 3 | 5.5% | 9-5 | |
| 2015 > | 13 | 23% | 4 < | |

To reduce costs and increase fleet efficiency, staff researched leasing options and found that the implementation of a leasing program can reduce operating costs (maintenance, fuel and repairs). A leasing program will also result in less vehicle downtime since the vehicles are more reliable and have warranties for the duration of the leasing period.

DISCUSSION/ANALYSIS:

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

The City and Enterprise have discussed a vehicle leasing and replacement program that would allow the City to replace fleet vehicles over a five (5) year period beginning fiscal year 2019-2020. Staff is recommending the following twelve (12) units be surplus, replaced and maintenance through the Enterprise lease program in FY 2019-2020; their cumulative value is estimated at \$18,500:

| Vehicle # | Year | Make | Model | VIN | Mileage |
|-----------|------|-------|--------|-------------------|---------|
| 15 | 1999 | Chevy | S-10 | 1GCCS14X5XK186797 | 132,692 |
| 27 | 2002 | Chevy | S-10 | 1GCCS14W328116986 | 96,606 |
| 28 | 1999 | Chevy | S-10 | 1GCCS14X3XK187351 | 108,537 |
| 40 | 2002 | Chevy | S-10 | 1GCCS14W328161734 | 77,144 |
| 43 | 2002 | Chevy | S-10 | 1GCCS14WX28118265 | 78,645 |
| 47 | 2007 | Ford | Ranger | 1FTYR14EX7PA86648 | 148,650 |
| 49 | 2002 | Chevy | S-10 | 1GCCS14W528161458 | 104,328 |
| 55 | 2002 | Chevy | S-10 | 1GCCS14W328161359 | 88,726 |
| 56 | 2008 | Ford | Ranger | 1FTYR14E98PA49270 | 152,351 |
| 58 | 2006 | Ford | Ranger | 1FTYR14E26PA49723 | 185,219 |
| 73 | 2004 | Ford | Ranger | 1FTYR10E04PA78432 | 164,514 |
| 105 | 2004 | Ford | Ranger | 1FTYR10E94PA78431 | 187,000 |

Over the past five years the City has replaced three (3) passenger vehicles annually at a cost of approximately \$135,000. The leasing and maintenance costs for FY 2019-2020 for twelve units would be \$70,971.00. The lease costs alone for twelve units is \$66,364, which is about half of the annual costs spent on vehicle replacements.

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

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

Staff is recommending authorization to appropriate \$50,000 from undesignated reserves for the replacement units identified above; the amount requested is less than the total cost of the lease program reduced by the estimated value of the identified surplus units. Vehicle replacements have been made consistently based on use needs and fleet uniformity; based upon these two qualifiers staff would recommend replacement units for the twelve passenger vehicles listed above be 2020 Ford F-150XL 4x2 SuperCab units. Staff is also requesting appropriation of an additional \$50,000.00 to install safety light bars and radios in the twelve (12) new vehicles proposed.

At the end of the individual lease term (5 years) the City will have the option to purchase the vehicles at market value. Staff will evaluate the replacement of the remaining fleet vehicles on an annual basis and will bring recommendations to City Council for consideration and approval.

FISCAL IMPACT:

For the lease of the identified twelve passenger vehicles staff is requesting authorization to allocated the following funds (totaling \$100,000): \$82,800 from undesignated general fund reserves in account 101-164-90-10-742 (vehicles); \$8,200 from undesignated CWA reserves in account 178-21-120-10-742 (vehicles); \$9,000 from undesignated CSD reserves in account 361-21-120-1-742 (vehicles).

Attachments:

Master Equity Lease Agreement and Indemnity
Maintenance Agreement
Sourcewell Request for Proposal
Sourcewell Award Letter

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 _____

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of February, 2020, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Coachella.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Coachella from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Coachella may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Coachella and Enterprise FM Trust dated as of the date hereof, 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, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Coachella have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Coachella

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, 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 allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____



AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of February, 2020 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of February, 2020 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Coachella ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 7 of the Maintenance Agreement is amended to include this paragraph:

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Coachella (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, *Inc* *8-27-15*

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. *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



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

RFP Opening

JUNE 7, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #060618

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

RFP Timeline

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

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

TABLE OF CONTENTS

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

1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

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

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

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, NJPA further desires to:

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

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

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

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

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

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

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

E. SCOPE OF THIS RFP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.27 [This section is intentionally blank.]

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

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

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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

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

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

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

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

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

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

H. PROPOSAL OPENING PROCEDURE

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

I. NJPA’S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

4.24.9 Extend proposal due dates.

5 **PRICING**

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

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

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

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

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

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

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

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

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

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

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

6 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

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

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

6.6 Level-One Responsiveness means that the response

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

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

C. PROPOSAL EVALUATION CRITERIA

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

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

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

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

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

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

6.12 [This section is intentionally blank.]

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

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

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

E. COST COMPARISON

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

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

F. MARKETING PLAN

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

6.19 NJPA marketing expectations include the following components.

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

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

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATE OF INSURANCE

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

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

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

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

6.23.1.1 Commercial General Liability—Occurrence Form

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

6.23.1.2 Each Occurrence

\$1,500,000

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

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

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

H. ORDER PROCESS AND/OR FUNDS FLOW

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

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

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

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

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

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

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

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

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

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

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

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

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

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

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

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

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

K. WAIVER OF FORMALITIES

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

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

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

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

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

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

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

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

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

7.14.6 The Vendor fails to properly report quarterly sales;

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

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

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

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

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

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

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

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

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

8.6 through 8.7 [This section is intentionally blank.]

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

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

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

C. ASSIGNMENT OF CONTRACT

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

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

D. LIST OF PROPOSERS

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

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

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

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow,

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

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

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

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

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific

NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up

any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



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

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

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 |
| Mauai County | Bannock County | Central Oregon Intergovernmental Council | Allendale County | Cache County | Benton County |
| Municipality | Bear Lake County | Clackamas County | Anderson County | Carbon County | Chelan County |
| City and County of Honolulu | Benewah County | Clackamas County Service District No. 1 | Bamberg County | Carbondale County | Clallam County |
| Higher Education | Bingham County | Clatsop County | Barnwell County | Davis County | Clark County |
| Hawaii Community College | Columbia 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 | Okanagan 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 Amity | City of Arroyo | Spartanburg County | City of Cedar Hills | City of Aberdeen |
| City of Aberdeen | City of Arlington | City of Arlington | Sumter County | City of Centerville | City of Aberdeen |
| City of Albion | City of Ashland | City of Ashland | Union County | City of Clearfield | City of Airway Heights |
| City of American Falls | City of Astoria | City of Astoria | Williamsburg County | City of Clinton | City of Algona |
| City of Ammon | City of Athena | City of Athena | York County | City of Coalville | City of Anacortes |
| City of Arco | City of Aumsville | City of Aumsville | Municipality | City of Colorado City | City of Arlington |
| City of Arimo | City of Aurora | City of Aurora | City of Abbeville | City of Corinne City | City of Asotin |
| City of Ashton | City of Baker City | City of Baker City | City of Aiken | City of Cottonwood Heights | City of Auburn |
| City of Athol | City of Banks | City of Banks | City of Anderson | City of Delta | City of Bainbridge Island |
| City of Atomic City | City of Bay City | City of Beaverton | City of Barnwell | City of Draper | City of Battle Ground |
| City of Bancroft | City of Beaverton | City of Bend | City of Beaufort | City of Duchesne | City of Bellevue |
| City of Bellevue | City of Bend | City of Boardman | City of Belton | City of Duchesne | City of Bellingham |
| City of Blackfoot | City of Bliss | City of Brookings | City of Bennettsville | City of East Carbon | City of Benton City |
| City of Bliss | City of Bloomington | City of Brownsville | City of Bishopville | City of Elk Ridge | City of Bingen |
| City of Boise | City of Boise | City of Burns | City of Camden | City of Elmo | City of Black Diamond |
| City of Bombers Ferry | City of Boiseville | City of Burns | City of Cayce | City of Enterprise | City of Blaine |
| City of Bovill | City of Burns | City of Canby | City of Charleston | City of Ephraim | City of Bonney Lake |
| City of Buhl | City of Burns | City of Cannon Beach | City of Chesnee | City of Escalante | City of Bothell |
| City of Burley | City of Burns | City of Canyonville | City of Chester | City of Eureka | City of Bremerton |
| City of Caldwell | City of Burns | City of Carlton | City of Clemson | City of Fairview | City of Brewster |
| City of Cambridge | City of Burns | City of Cascade Locks | City of Clinton | City of Farmington | City of Bridgeport |
| City of Carey | City of Burns | City of Cave Junction | City of Columbia | City of Farr West | City of Brier |
| City of Cascade | City of Burns | City of Central Point | City of Conway | City of Ferron | City of Burien |
| City of Castleford | City of Burns | City of Chiloquin | City of Central Point | City of Fillmore | City of Burlington |
| City of Challis | City of Burns | City of Clatskanie | City of Clifton | City of Fountain Green | City of Camas |
| City of Chubbuck | City of Burns | City of Coburg | City of Columbia | City of Fruit Heights | City of Carnation |
| City of Clayton | City of Burns | City of Coquille | City of Conway | City of Garland | City of Cashmere |
| City of Clifton | City of Burns | City of Coquille | City of Darlington | City of Grantsville | City of Castle Rock |
| City of Coeur d'Alene | City of Burns | City of Coquille | City of Denmark | City of Green River | City of Centralia |
| City of Council | City of Burns | City of Coquille | City of Dillon | City of Gunnison | City of Chehalis |
| City of Craigmont | City of Burns | City of Coquille | City of Easley | City of Harrisville | City of Chelan |
| City of Crouch | City of Burns | City of Coquille | City of Florence | City of Heber City | City of Cheney |
| City of Caldwell | City of Burns | City of Coquille | City of Folly Beach | City of Helper City | City of Chewelah |
| City of Dalton Gardens | City of Burns | City of Coquille | City of Forest Acres | City of Hermitage | City of Clarkston |
| City of Dayton | City of Burns | City of Coquille | City of Fountain Inn | City of Highland | City of Cle Elum |
| City of Deary | City of Burns | City of Coquille | City of Gaffney | City of Hildale | City of Clyde Hill |
| City of Dietrich | City of Burns | City of Coquille | City of Georgetown | City of Holladay | City of Colfax |
| City of Donnelly | City of Burns | City of Coquille | City of Goose Creek | City of Honeyville | City of College Place |
| | City of Burns | City of Coquille | City of Greenville | City of Hooper | City of Colville |
| | City of Burns | City of Coquille | City of Greenwood | | |
| | City of Burns | City of Coquille | City of Greer | | |
| | City of Burns | City of Coquille | City of Hanahan | | |
| | City of Burns | City of Coquille | City of Hardeeville | | |

| 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 Kahlotus |
| | City of Island Park | City of Heggner | Town of Andrews | City of Ogden | City of Kalama |
| | City of Jerome | City of Hermiston | Town of Atlantic Beach | City of Orangeville | City of Kelso |
| | City of Juliaetta | City of Hillsboro | Town of Awendaw | City of Orem | City of Kenmore |
| | City of Kamiah | City of Hines | Town of Aynor | City of Panguitch | City of Kennewick |
| | City of Kellogg | City of Hood River | Town of Batesburg-Leesville | City of Park City | City of Kent |
| | City of Kendrick | City of Hubbard | Town of Bethune | City of Parowan | City of Kettle Falls |
| | City of Ketchum | City of Huntington | Town of Blacksburg | City of Payson | City of Kirkland |
| | City of Kimberly | City of Idanha | Town of Blackville | 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 Harleyville | 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 Woods Cross | City of Pateros |
| City of Shelley | City of Oakland | Town of Iva | Town of Alta | City of Pomeroy |
| City of Shoshone | City of Oakridge | Town of Jackson | Town of Altamont | City of Port Angeles |
| City of Smelterville | City of Ontario | Town of James Island | Town of Alton | City of Port Orchard |
| City of Soda Springs | City of Oregon City | Town of Jamestown | Town of Amalgam | City of Port Townsend |
| City of Spirit Lake | City of Paisley | Town of Jefferson | Town of Annabella | City of Poulsbo |
| City of St. Anthony | City of Pendleton | Town of Jenkinsville | Town of Antimony | City of Prosser |
| City of St. Charles | City of Philomath | Town of Johnston | Town of Apple Valley | City of Pullman |
| City of Stanley | City of Phoenix | Town of Jonesville | Town of Ballard | City of Puyallup |
| City of Star | City of Pilot Rock | Town of Kershaw | Town of Bear River City | City of Quincy |
| City of Stites | City of Port Orford | Town of Kiawah Island | Town of Bicknell | City of Rainier |
| City of Sugar City | City of Portland | Town of Kingstree | Town of Big Water | City of Raymond |
| City of Sun Valley | City of Powers | Town of Lake View | Town of Boulder | City of Redmond |
| City of Tensed | City of Prairie City | Town of Lamar South Carolina | Town of Brian Head | City of Renton |
| City of Tetonia | City of Prineville | Town of Lane | Town of Bryce Canyon City | City of Republic |
| City of Troy | City of Rainier | Town of Latta | Town of Cannonville | City of Richland |
| City of Twin Falls | City of Redmond | Town of Lexington | Town of Castle Valley | City of Ridgefield |
| City of Ucon | City of Reedsport | Town of Lincolnville | Town of Cedar Fort | City of Riverville |
| City of Victor | City of Richland | Town of Little Mountain | Town of Centerfield | City of Rock Island |
| City of Wallace | City of Riddle | Town of Lockhart | Town of Central Valley | City of Roslyn |
| City of Weippe | City of Rockaway Beach | Town of Lyman | Town of Circleville | City of Roy |
| City of Weiser | City of Rogue River | Town of Lynchburg | Town of Clarkston | City of Royal City |
| City of Wendell | City of Roseburg | Town of Mayesville | Town of Clawson | City of Sammamish |
| City of Weston | City of Rufus | Town of McBee | Town of Cleveland | City of SeaTac |
| City of White Bird | City of Salem | Town of McClellanville | Town of Cornish | City of Seattle |
| City of Wilder | City of Sandy | Town of McCall | Town of Daniel | City of Sedro-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 Hefner | 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 Marysle | City of Warden |
| Coeur d'Alene School District No. 271 | City of Unity | Town of Santee | Town of Meadow | City of Washougal |
| Cottonwood Joint School District No. 242 | City of Vale | Town of Scranton | Town of Minersville | City of Wenatchee |
| Council School District No. 13 | City of Veneta | Town of Seabrook Island | Town of New Harmony | City of West Richland |
| Culdesac Joint School District No. 342 | City of Vernonia | Town of Sellers | Town of Newton | City of Westport |
| Dietrich School District No. 314 | City of Waldport | Town of Sharon | Town of Ophir | City of White Salmon |
| Emmett Independent School District No. 221 | City of Wallowa | Town of Six Mile | Town of Orderville | City of Winlock |
| Filer School District No. 413 | City of Warrenton | Town of Snelling | Town of Paradise | City of Woodinville |
| Firth School District No. 59 | City of Wasco | Town of Society Hill | Town of Paradise | City of Woodland |
| Fremont County School District No. 215 | City of West Linn | Town of South Congaree | Town of Portage Utah | City of Yakima/Yakima County |
| Fruitland School District No. 373 | City of Westfir | Town of Springdale | Town of Randolph | City of Yelm |
| Garden Valley School District | City of Weston | Town of St. George | Town of Redmond | City of Zillah |
| Genesee Joint School District No. 282 | City of Wheeler | Town of St. Matthews | Town of Rockville | Consolidated Borough of Quil Ceda Village |
| Glenns Ferry Joint School District No. 192 | City of Willamina | Town of Stuckey | Town of Rocky Ridge | Grays Harbor Council of Governments |
| Gooding Joint School District No. 231 | City of Wilsonville | Town of Sullivans Island | Town of Rush Valley | Town of Almira |
| Grace Joint School District No. 148 | City of Winston | Town of Summerton | Town of Scipio | Town of Beaux Arts Village |
| Hagerman Joint School District No. 233 | City of Wood Village | Town of Summerville | Town of Seefeld | Town of Bucoda |
| Hansen School District No. 415 | City of Woodburn | Town of Summit | Town of Sigurd | Town of Carbonado |
| Highland Joint School District No. 305 | City of Yachats | Town of Surfside Beach | Town of Springdale | Town of Cathlamet |
| Homedale School District No. 370 | City of Yamhill | Town of Swansea | Town of Stockton | Town of Clyde Hill |
| Horseshoe Bend School District No. 73 | City of Yoncalla | Town of Timmonsville | Town of Toquerville | Town of Colton |
| Idaho Falls School District No. 91 | Town of Bonanza | Town of Trenton | Town of Torrey | Town of Conconully |
| Independent School District of Boise City | Town of Butte Falls | Town of Turbeville | Town of Trenton | Town of Concrete |
| Jefferson County School District No. 251 | Jefferson Canyon City | Town of Ulmer | Town of Tropic | Town of Coulee City |
| Jerome Joint School District No. 261 | Town of Lakeview | Town of Varnville | Town of Uintah | Town of Coulee Dam |
| Joint School District No. 2 | Town of Lexington | Town of Wagoner | Town of Herron | Town of Coupeville |
| Kamiah School District No. 304 | Higher Education | Town of Ward | Town of Vineyard | Town of Creston |
| Kellogg Joint School District 391 | Blue Mountain Community College | Town of Ware Shoals | Town of Virgin | Town of Cusick |
| Kendrick Joint School District No. 283 | Central Oregon Community College | Town of West Pelzer | Town of Wales | Town of Darrington |
| Kimberly School District No. 414 | Chemeketa Community College | Town of West Union | Town of Wallsburg | Town of Eatonville |
| Kootenai School District No. 274 | Clackamas Community College | Town of Whitnire | Utah Basin Association of Governments | Town of Elmer City |
| Kuna Joint School District No. 3 | Clatsop Community College | Town of Williamston | Higher Education | Town of Endicott |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|--|---|---|---|---|
| | Lake Pend Oreille School District No. 84 | Columbia Gorge Community College | Town of Williston | College of Eastern Utah | Town of Fairfield |
| | Lakeland School District No. 272 | Eastern Oregon University | Town of Winnboro | Davis Applied Technology College | Town of Farmington |
| | Lawpal School District No. 341 | Klamath Community College District | Town of Yemassee | Dieke Applied Technology College | Town of Friday Harbor |
| | Lewisville Independent School District No. 1 | Lane Community College | Higher Education | Dieke State University | Town of Garfield |
| | Mackay School District No. 182 | Linn-Benton Community College | Aiken Technical College | Mountainland Applied Technology College | Town of Hamilton |
| | Madison School District No. 321 | Mt. Hood Community College | Beaufort Jasper Higher Education Commission | Rocky Mountain University of Health Professions | Town of Harrah |
| | Marsh Valley Joint School District No. 21 | Oregon Coast Community College | Central Carolina Technical College | Salt Lake Community College | Town of Hatton |
| | Marsing Joint School District No. 363 | Oregon Department of Community Colleges and Workforce Developm | Clemson University | Snow College | Town of Hunts Point |
| | McCall-Donnelly Joint School District No. 421 | Oregon Health and Science University | Coastal Carolina University | Southern Utah University | Town of Index |
| | Meadows Valley School District No. 11 | Oregon Institute of Technology | College of Charleston | Tooele Applied Technology College | Town of Ione |
| | Melba School District No. 136 | Oregon State University | Denmark Technical College | Uintah Basin Applied Technology College | Town of La Conner |
| | Middleton School District No. 134 | Oregon State University, Oregon Agricultural Experiment Station | Florence-Darlington Technical College | University of Utah | Town of LaCrosse |
| | Midvale School District No. 483 | Oregon University System | Francis Marion University | University of Utah Hospitals and Clinics | Town of Lamont |
| | Minidoka County School District No. 331 | Portland Community College | Greenville Technical College | Utah State University | Town of Latah |
| | Moscow School District No. 281 | Portland State University | Horry-Georgetown Technical College | Utah System of Higher Education | Town of Lind |
| | Mountain Home School District No. 193 | Reed College | Lander University | Utah Valley University | Town of Lyman |
| | Mountain View School District No. 244 | Rogue Community College | Medical University of South Carolina | Weber State University | Town of Malden |
| | Mullan School District 392 | Southern Oregon University | Midlands Technical College | Education (K-12) | Town of Mansfield |
| | Murtaugh Joint School District No. 418 | Southern Oregon University Family Housing | Northeastern Technical College | Alpine School District | Town of Marcus |
| | Nampa Christian Schools Inc. | Southwestern Oregon Community College | Orangeburg-Calhoun Technical College | Beaver County School District | Town of Metlatine |
| | Nampa School District No. 131 | Tillamook Bay Community College | Piedmont Technical College | Bee Elder School District | Town of Millwood |
| | New Plymouth School District | Treasure Valley Community College | South Carolina State Board for Technical and Comprehensive Educatio | Cache County School District | Town of Naches |
| | Nez Perce Joint School District No. 302 | Umpqua Community College | South Carolina State University | Canyons School District | Town of Nespelem |
| | North Gem School District No. 149 | University of Oregon | South Carolina Technical College System | Carbon School District | Town of Northport |
| | Notus School District | Western Oregon University | Spartanburg Community College | Centro De La Familia De Utah Head Start Program School District | Town of Oakesdale |
| | Oneida County School District No. 351 | Education (K-12) | Technical College of the Lowcountry | Daggett School District | Town of Odessa |
| | Orofino Joint School District No. 171 | Adel School District 21 | The Citadel | Davis School District | Town of Pe Ell |
| | Parma School District No. 137 | Adrian School District | Tri-County Technical College | Duchesne County School District | Town of Prescott |
| | Payette School District No. 131 | 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 | Barnes School District No. 322 | 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 Wilkerson |
| | 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 | Cherokee 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 | Clatskanie School District No. 6J | Clarendon County School District No. 3 | Suu Head Start Program School District | Central Washington University |
| | West Jefferson School District No. 253 | Clatskanie School District No. 6J | 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. 133 | Covallis 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 School District | Baldwin 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 |
| | Bear 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 |
| | Beneviah 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 | Cedarview-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) |
| | Castleford Rural Fire District | Grants Pass School District No. 7 | Lexington County School District No. 3 | Lewis 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-Barkow School District No. 11 | Lexington-Richland Counties School District No. 5 | Grand County Housing Authority | 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 | Belleveuve Christian School District |
| | Clearwater Water District | Hillsboro School District No. 11 | Orangeburg County Consolidated School District No. 3 | Garden City Fire District | Belleveuve School District No. 405 |
| | Consolidated Free Library District | Hood River County School District | Orangeburg County Consolidated School District No. 5 | Grand County Housing Authority | Bellingham School District No. 501 |
| | Cottonwood Highway District | Huntington School District No. 161 | Pickens County School District | Granger-Hunter Improvement District | Benge School District No. 122 |
| | Custer Soil and Water Conservation District | Imbler School District No. 11 | Richland County School District No. 1 | Heber Valley Special Service District | Bethel School District No. 403 |
| | Dietrich Fire District | InterMountain Education Service District | Richland County School District No. 2 | Hooper Water Improvement District | Bickleton School District |
| | Dietrich Highway District | Ione School District R2 | Rock Hill School District No. 3 | Jensen Water Improvement District | Blaine School District No. 503 |
| | Doumeq Highway District | Jackson County School District No. 9 | Saluda School District No. 1 | Johnson Water Improvement District | Boistfort School District No. 234 |
| | Downey Swan Lake Highway District | Jackson Education Service District | South Carolina Public Charter School District | Jordan Valley Water Conservancy District | Bremerton School District |
| | Dry Creek Cemetery Maintenance District | Jefferson County School District No. 509-J | Spartanburg County School District No. 1 | Jordanville Special Service District | Brewster School District No. 111 |
| | Eagle Fire Protection District | Jefferson School District | Spartanburg County School District No. 2 | Joab Special Service Fire District | Bridgport School District No. 75 |
| | Eagle Sewer District | Jewell School District No. 8 | Spartanburg County School District No. 3 | Kane County Water Conservancy District | Brimson School District No. 46 |
| | East Bonner County Free Library District | John Day School District No. 3 | Spartanburg County School District No. 4 | Kearns Improvement District | Burlington-Edison School District No. 100 |
| | East Bonner County Library District | Jordan Valley School District No. 3 | Spartanburg County School District No. 5 | Lake Point Improvement District | Camas School District |
| | East Greenacres Irrigation District | Joseph School District No. 6 | Spartanburg County School District No. 6 | Logan-Cache Airport Authority | Cape Flattery School District No. 401 |
| | Eastern Idaho Public Health District | Junction City School District No. 69 | Spartanburg County School District No. 7 | Maeser Water and Sewer Improvement District | Capital Region Educational Service District No. 113 |
| | Eastern Idaho Regional Wastewater Authority | Klamath County School District | Sumter School District | Magna Mosquito Abatement District | Carbonado Historical School District No. 19 |
| | Elk River Free Library District | Klamath Falls City Schools | Sumter School District No. 17 | Magna Water District | Cascade Christian Schools |
| | Elmore Soil and Water Conservation District | Knappa School District | Sumter School District No. 2 | Metropolitan Water District of Salt Lake and Sandy | Cascade School District No. 228 |
| | Fenn Highway District | La Grande County School District No. 1 | Union County School District | Midvalley Improvement District | Cashmere School District No. 222 |
| | Ferdinand Highway District | Lake County School District No. 7 | Ware Shoals School District No. 51 | Midway Sanitation District | Castle Rock School District No. 401 |
| | Fish Haven Mosquito Abatement District | Lake Ed Service District | Williamsburg County Schools | Milford Area Healthcare Service District | Central Kitsap School District No. 401 |
| | Fremont County District Library | Lake Oswego School District No. 71 | Williston School District No. 29 | Moab Mosquito Abatement District | Central Valley School District No. 356 |
| | Friedman Memorial Airport Authority | Lakeview School District No. 7 | York School District No. 1 | Moab Valley Fire Protection District | Centralia School District No. 401 |
| | Garden Valley District Library | Lane Education Service District | Special District | Mountain Green Sewer Improvement District | Chehalis School District No. 302 |
| | Garden Valley Fire Protection District | Lebanon Community School District No. 9 | Abbeville Housing Authority | Mountain Regional Water Special Service District | Cheney School District No. 360 |
| | Garden Valley Recreation District | Lincoln County School District | Atken Housing Authority | Mountain View Special Service District | Chewelah School District No. 36 |
| | Gateway Fire Protection District | Linn-Benton-Lincoln Education Service District | Anderson Housing Authority | Mt. Olympus Improvement District | Chief Leschi School System |
| | Gem County Fire Protection District | Long Creek School District No. 17 | Atlantic Beach Housing Authority | North Davis County Sewer District | Chimacum School District No. 49 |
| | Gem County Mosquito Abatement District | Lowell School District No. 71 | Beaufort Housing Authority | North Davis Fire District | Clarkston School District No. 1250-185 |
| | Glenns Ferry Highway District | Mapleton School District No. 32 | Beaufort-Jasper Water and Sewer Authority | North Emery Water Users Special Service District | Cle Elum-Roslyn School District |
| | Golden Gate Highway District No. 3 | Marcola School District No. 79J | Beech Island Rural Community Water District | North Fork Special Services District | Clover Park School District No. 400 |
| | Gooding County Memorial Hospital District | McKenzie School District | Belton-Honea Path Water Authority | North Pointe Solid Waste Special Service District | Colfax School District No. 300 |
| | Grace District Library | McMinnville School District No. 40 | Bennettsville Housing Authority | North Summit Fire District | College Place School District No. 250 |
| | Grangeville Highway District | Medford School District No. 549C | Berea Public Service District | North Tooele County Fire Protection District | Colton School District No. 306 |
| | Greater Boise Water and Sewer District | Grison-Fresnewater School District No. 7 | Big Creek 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 | Cougville 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 | Nysa School District No. 26 | Daniel Morgan Water District | South Ogden Conservation District | East Valley School District No. 90, Yakima County |
| | Kidder Harris Highway District | Oakland School District | Darlington County Fire District | South Salt Lake Valley Mosquito Abatement District | Eastmont School District No. 206 |
| | Kingston Water District | Oakridge School District No. 76 | Darlington County Water and Sewer Authority | South Summit Fire Protection District | Eatonville School District No. 404 |
| | Kootenai County Water District No. 1 | Ontario School District No. 8C | Darlington Housing Authority | South Utah Valley Solid Waste District | Edmonds School District No. 15 |
| | Kootenai County Irrigation District | Oregon City School District No. 62 | Davis-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 |
| | Lewisian Orchards Irrigation District | Pilot Rock School District No. 2 | Elmore Housing Authority | Timpanogas Improvement District | Everett School District No. 2 |
| | Lewisston-Nez Perce County Regional Airport Authority | Pine Eagle School District No. 61 | Fort Mill Housing Authority | Thompson Special Service District | Evergreen School District No. 114, Clark County |
| | Lincoln County Recreation District | Pinehurst School District | Fripp Island Public Service District | Timpanogas Special Service District | Evergreen School District No. 205 |
| | Little Blacktail Ranch Water District | Pleasant Hill School District | Gaffney Housing Authority | Tooele County Housing Authority | Federal Way Public Schools |
| | Little Wood River Library District | Plush School District 18 | Gaston Rural Community Water District | Tooele County Recreation Special Service District | Ferdale School District No. 502 |
| | Lizard Butte Library District | Port Orford-Langlois School District No. 2CJ | Georgetown County Water and Sewer District | Tridell-Lapoint Water Improvement District | File School District No. 417 |
| | Lost River Highway District | Portland Public School District No. 1 | Georgetown Housing Authority | Uintah Animal Control and Shelter Special Service District | Finley School District |
| | M&T Water and Sewer District | Powers School District No. 31 | Gilbert-Summit Rural Water District | Uintah County Municipal Building Authority | Franklin Pierce School District No. 402 |
| | Mackay Free Library District | Prairie City School District No. 13 | Grand Strand Water and Sewer Authority | Uintah Fire Suppression Special Service District | Freeman School District No. 358 |
| | Madison Library District | Prospect School District No. 4 | Greenville Arena District | Uintah Health Care Special Service District | Garfield School District No. 302 |
| | Marsing Rural Fire District | Rainier School District No. 14 | Greenville County Recreation District | Uintah Highlands Water and Sewer Improvement District | Glenwood School District |
| | McCall Fire Protection District | Redmond School District No. 2J | Greenville County Redevelopment Authority | Uintah Mosquito Abatement District | Goldsedale School District |
| | McCall Memorial Hospital District | Reedsport School District No. 105 | Greenville Water Development Authority | Uintah Recreation District | Grand Coulee Dam School District |
| | Meridian Cemetery Maintenance District | Region 9 Education Service District | Greenwood Transit Authority | Uintah Transportation Special Service District | Grandview School District No. 200 |
| | Meridian Library District | Reynolds School District No. 7 | Greenwood Metropolitan District | Uintah Water Conservancy District | Granger School District No. 204 |
| | Meridian Rural Fire Protection District | Riddle School District No. 70 | Greer Housing Authority | Unified Fire Authority | Granite Falls School District No. 332 |

| 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 | Lexington 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 State Legislature | Kittitas School District |
| Oakley Library District | Springfield School District No. 19 | Metropolitan Sewer Sub-District | Utah State Treasurer | Klickitat School District No. 402 |
| Ola District Library | St. Helens School District No. 502 | Mitford Water and Sewer District | | 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 Hospital Authority | | Lakeview 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 |
| Schwitzer 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 | Southeast 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 | Chehalis Park and Recreation District | Williamsburg County Transit Authority | | Oroville School District No. 410 |
| Twin Ridge Rural Fire District | Chenoweth Water Public Utility District | Williamsburg County Water and Sewer Authority | | Orting School District No. 344 |
| Union Independent Highway District | Chiloquin-Agency Lake Rural Fire Protection District | Woodruff Housing Authority | | Othello School District |
| Upper Fords Creek Rural Fire District | Christmas Valley Domestic Water Supply District | Woodruff-Roebuck Water District | | Palisades School District No. 102 |
| Warm Lake Recreational Water District | Christmas Valley Park and Recreation District | York County Natural Gas Authority | | Palouse School District No. 301 |
| Wendell Highway District | Clackamas County Fire District No. 1 | | | Pasco School District No. 1 |
| West Boise Sewer District | Clackamas County Housing Authority | State | | |
| West Bonner Library District | Clackamas County Soil and Water Conservation District | Santee-Lynches Regional Council of Governments | | |
| West Bonner Water and Sewer District | Clatskanie Park and Recreation District | South Carolina Department of Health and Environmental Control | | |
| West Pend Oreille Fire District | Clatskanie People's Utility District | South Carolina Department of Mental Health | | |
| Western Ada Recreation District | Clatskanie Rural Fire Protection District | South Carolina Department of Revenue | | |
| Western Elmore County Recreation District | Clatskanie Rural Fire Protection District | South Carolina General Services Division | | |
| Wilder Irrigation District | Clatsop Care Center Health District | South Carolina Office of Regulatory Staff | | |
| Wilder Public Library District | Clatsop County Housing Authority | South Carolina State Budget and Control Board | | |
| Wilder Rural Fire Protection District | Cloverdale Rural Fire Protection District | South Carolina State Treasurer's Office | | |
| | 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 | | | West Valley School District No. 363, Spokane County |
| | | Klamath County Library Service District | | | White Pass School District No. 303 |
| | | Klamath Housing Authority | | | White River School District No. 416 |
| | | Klamath Irrigation District | | | White Salmon Valley School District No. 405-17 |
| | | Klamath Vector Control District | | | Wilbur School District No. 200 |
| | | La Grande Rural Fire Protection District | | | Willapa Valley School District No. 160 |
| | | La Pine Park and Recreation District | | | Wilson Creek School District |
| | | La Pine Rural Fire Protection District | | | Winlock School District No. 232 |
| | | La Pine Water District | | | Wishkah Valley School District No. 117 |
| | | Lake District Hospital | | | Woodland School District No. 404 |
| | | Lake Grove Water District | | | Yakima School District No. 7 |
| | | Lakeside Fire District No. 4 | | | Yelm Community School District No. 2 |
| | | Lane County Fire District No. 1 | | | Zillah School District No. 205 |
| | | Lane Library District | | | Special District |
| | | Lane Transit District | | | Acme Water District No. 18 |
| | | Langlois Water District | | | Adams County Fire Protection District No. 1 |
| | | LaPine Special Sewer District | | | Adams County Mosquito Control District |
| | | Lebanon Aquatic District | | | Aeneas Lake Irrigation District |
| | | Lebanon Fire District | | | Alderwood Water and Wastewater District |
| | | Lewis and Clark Rural Fire Protection District | | | Alpine Water District |
| | | Libby Drainage District | | | Anacortes Housing Authority |
| | | Linn Benton Housing Authority | | | Annapolis Water District |
| | | Lookingglass Rural Fire District | | | Asotin County Cemetery District No. 1 |
| | | Lorane Rural Fire Protection District | | | Asotin County Conservation District |
| | | Lowell Rural Fire Protection District | | | Asotin County Fire District No. 1 |
| | | Lower Umpqua Hospital District | | | Asotin County Housing Authority |
| | | Lusted Water District | | | Asotin County Public Utility District No. 1 |
| | | Madras Aquatic Center District | | | Badger Mountain Irrigation District |
| | | Maiheur County Housing Authority | | | Bainbridge Island Metropolitan Park and Recreation District |
| | | Malin Rural Fire Protection District | | | Basin City Water/Sewer District |
| | | Mapleton Water District | | | Bayview Beach Water District |
| | | Marion County Fire District No. 1 | | | Beacon Hill Water and Sewer District |
| | | Marion Soil and Water Conservation District | | | Beehive Irrigation District |
| | | Medford Irrigation District | | | Belfair Water District No. 1 |
| | | Merrill Rural Fire Protection District | | | Bellevue Convention Center Authority |
| | | Mid-County Cemetery Maintenance District | | | Bellingham Housing Authority |
| | | Middle Fork Irrigation District | | | Bellingham Public Development Authority |
| | | Miles Crossing Sanitary Sewer District | | | Benton County Diking District No. 1 |
| | | Mill City Rural Fire Protection District | | | Benton County Fire Protection District No. 1 |
| | | Milton-Freewater Water Control District | | | Benton County Fire Protection District No. 2 |
| | | Mist-Birkenfeld Rural Fire Protection District | | | Benton County Fire Protection District No. 4 |
| | | Mohawk Valley Rural Fire District | | | Benton County Fire Protection District No. 5 |
| | | Molalla River Improvement District | | | Benton County Fire Protection District No. 6 |
| | | Molalla Rural Fire Protection District No. 73 | | | Benton County Mosquito Control District |
| | | Monroe Rural Fire Protection District | | | Benton County Public Utility District No. 1 |
| | | Morrow County Health District | | | Benton Irrigation District |
| | | Mountain View Hospital District | | | Benton-Franklin Health District |
| | | Mt. Angel Fire District | | | Beverly Water District |
| | | Multnomah County Drainage District No. 1 | | | Birch Bay Water and Sewer District |
| | | Multnomah County Rural Fire Protection District No. 10 | | | Black Diamond Water District |
| | | Multnomah County Rural Fire Protection District No. 14 | | | Bremerton Housing Authority |
| | | Nesika Beach-Ophir Water District | | | Buckhannon-Upshur County Airport Authority |
| | | Neskowin Regional Sanitary Authority | | | Burbank Irrigation District No. 4 |
| | | Neskowin Regional Water District | | | Carnage Irrigation District No. 7 |
| | | Nestucca Rural Fire Protection District | | | Cascadia Conservation District |
| | | Netarts Oceanside Sanitary District | | | Cedar River Water and Sewer District |
| | | Netarts-Oceanside Rural Fire Protection District | | | Central Klickitat County Park and Recreation District |
| | | North Bay Rural Protection Fire District | | | Central Pierce Fire and Rescue District No. 6 |
| | | North Bend City/Coo's-Curry Housing Authority | | | Central Puget Sound Regional Transit Authority |
| | | North Central Public Health District | | | Central Valley Ambulance Authority |
| | | North Clackamas Parks and Recreation District | | | Chelan County Fire District No. 1 |
| | | North County Recreation District | | | Chelan County Fire District No. 3 |
| | | North Gilliam Cemetery District | | | Chelan County Fire District No. 5 |
| | | North Gilliam County Rural Fire Protection District | | | Chelan County Fire District No. 6 |
| | | North Lincoln Fire and Rescue District No. 1 | | | Chelan County Fire District No. 7 |
| | | North Powder Rural Fire Protection District | | | Chelan County Fire District No. 8 |
| | | North Sherman County Rural Fire Protection District | | | Chelan County Fire District No. 9 |
| | | North Unit Irrigation District | | | Chelan County Public Hospital District No. 1 |
| | | Northeast Oregon Housing Authority | | | Chelan County Public Utility District No. 1 |
| | | Northern Wasco County Park and Recreation District | | | Chelan County/Wenatchee Housing Authority |
| | | Northern Wasco County People's Utility District | | | Chelan-Douglas Health District |
| | | Northwest Oregon Housing Authority | | | Chinook Water District |
| | | Nyssa Road Assessment District No. 2 | | | Chuckanut Community Forest Park District |
| | | Nyssa Rural Fire Protection District | | | Clallam Conservation District |
| | | Oak Hill Sanitary District | | | Clallam County Fire District No. 2 |
| | | Oak Lodge Sanitary District | | | Clallam County Fire District No. 5 |
| | | Oak Lodge Water District | | | Clallam County Fire District No. 6 |
| | | Oceanside Water District | | | Clallam County Fire Protection District No. 1 |
| | | Ochoco West Sanitary District | | | Clallam County Fire Protection District No. 3 |
| | | Odell Sanitary District | | | Clallam County Fire Protection District No. 4 |
| | | Ontario Library District | | | Clallam County Hospital District No. 1 |
| | | Oregon Fire Districts Association | | | Clallam County Housing Authority |
| | | Oregon Infrastructure Finance Authority | | | Clallam County Parks and Recreation District No. 1 |
| | | Oregon Trail Library District | | | Clallam County Public Hospital District No. 2 |
| | | Oregon Water Wonderland Unit II Sanitary District | | | Clallam County Public Utility District No. 1 |
| | | Owyhee Irrigation District | | | Clark County Fire District No. 10 |
| | | Pacific City Joint Water Sanitary Authority | | | Clark County Fire District No. 11 |
| | | Pacific Communities Health District | | | Clark County Fire District No. 13 |
| | | Palatine Hill Water District | | | Clark County Fire District No. 5 |
| | | Peninsula Drainage District No. 1 | | | Clark County Fire Protection District No. 3 |
| | | Peninsula Drainage District No. 2 | | | Clark County Fire Protection District No. 6 |
| | | Pilot Rock Fire Protection District | | | Clark County Public Utility District No. 1 |
| | | Pine Grove Rural Fire Protection District | | | Clark Regional Wastewater District |
| | | Pleasant Hill Rural Fire Protection 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 |

| | |
|---|---|
| Williams Rural Fire Protection District | Highlands Sewer District |
| Willow Creek Park District | Highline Water District |
| Winchester Bay Sanitary District | Historic Seattle Preservation and Development Authority |
| Winston-Dillard Fire District | Holmes Harbor Sewer District |
| Winston-Dillard Water District | Hunters Water District |
| Woodburn Rural Fire Protection District | Hydro Irrigation District No. 9 |
| Yamhill County Housing Authority | Icicle Irrigation District |
| Yamhill Fire Protection District | Inchellum Water District |
| Youngs River-Lewis and Clark Water District | Irvin Water District No. 6 |
| State | Island County Fire District No. 3 |
| Oregon Department of Administrative Services | Island County Fire Protection District No. 1 |
| Oregon Department of Revenue | Island County Housing Authority |
| Oregon Health Licensing Agency | Jefferson County Conservation District |
| Oregon Higher Education Coordinating Commission | Jefferson County Fire District No. 5 |
| Oregon Secretary of State | Jefferson County Fire Protection District No. 1 |
| Oregon State Board of Nursing | Jefferson County Fire Protection District No. 3 |
| State of Oregon | Jefferson County Public Utility District No. 1 |
| Tribal | Jefferson County Water District No. 3 |
| Burns Paiute Tribe | Jefferson Transit Authority |
| Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians | Juniper Beach Water District |
| Confederated Tribes of Grand Ronde Community | Kapowin Water District |
| Confederated Tribes of Siletz Indians | Kelso Housing Authority |
| Confederated Tribes of the Umatilla Indian Reservation | Kennewick Housing Authority |
| Confederated Tribes of the Warm Springs | Kennewick Irrigation District |
| Coquille Indian Tribe | Kennewick Public Facilities District |
| Klamath Tribes | Kennewick Public Hospital District |
| | Kent Fire Department Regional Fire Authority |
| | Key Peninsula Metro Parks District |
| | King County Airport District No. 1 |
| | King County Ferry District |
| | King County Fire Protection District No. 16 |
| | King County Fire Protection District No. 2 |
| | King County Fire Protection District No. 20 |
| | King County Fire Protection District No. 25 |
| | King County Fire Protection District No. 27 |
| | King County Fire Protection District No. 28 |
| | King County Fire Protection District No. 34 |
| | King County Fire Protection District No. 37 |
| | King County Fire Protection District No. 40 |
| | King County Fire Protection District No. 43 |
| | King County Fire Protection District No. 44 |
| | King County Fire Protection District No. 45 |
| | King County Fire Protection District No. 47 |
| | King County Fire Protection District No. 50 |
| | King County Flood Control District |
| | King County Hospital District No. 4 |
| | King County Housing Authority |
| | King County Public Hospital District No. 1 |
| | King County Public Hospital District No. 2 |
| | King County Water District No. 1 |
| | King County Water District No. 111 |
| | King County Water District No. 117 |
| | King County Water District No. 119 |
| | King County Water District No. 125 |
| | King County Water District No. 19 |
| | King County Water District No. 20 |
| | King County Water District No. 45 |
| | King County Water District No. 49 |
| | King County Water District No. 54 |
| | King County Water District No. 90 |
| | Kitsap Conservation District |
| | Kitsap County Consolidated Housing Authority |
| | Kitsap County Fire District No. 18 |
| | Kitsap County Public Utility District No. 1 |
| | Kitsap County Rural Library District |
| | Kitsap Public Health District |
| | Kittitas County Conservation District |
| | Kittitas County Fire District No. 2 |
| | Kittitas County Fire Protection District No. 7 |
| | Kittitas County Hospital District No. 2 |
| | Kittitas County Housing Authority |
| | Kittitas County Public Utility District No. 1 |
| | Kittitas County Water District No. 5 |
| | Kittitas County Water District No. 6 |
| | Kittitas County Water District No. 7 |
| | Klickitat County Fire District No. 14 |
| | Klickitat County Fire District No. 15 |
| | Klickitat County Fire District No. 1 |
| | Klickitat County Fire Protection District No. 4 |
| | Klickitat County Fire Protection District No. 5 |
| | Klickitat County Port District No. 1 |
| | Klickitat County Public Hospital District No. 1 |
| | Klickitat County Public Hospital District No. 2 |
| | Klickitat County Public Utility District No. 1 |
| | Lacey Fire District 3 |
| | Lake Chelan Reclamation District |
| | Lake Chelan Sewer District |
| | Lake Forest Park Water District |
| | Lake Stevens Sewer District |
| | Lake Wenatchee Water District |
| | Lake Whatcom Water and Sewer District |
| | Lakehaven Utility District |
| | Lakewood Water District |
| | Lenora Water and Sewer District |

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 | Arlington County Public Schools | Arlington County | Eastern Virginia Medical School | | |
| City of Emporia | Big Stone Gap Redevelopment and Housing Authority | Atlantic Shores Christian Schools | Bath County | George Mason University | | |
| City of Fairfax | Blacksburg-Christiansburg-VPI Water Authority | Augusta County Public Schools | Bedford County | Germanna Community College | | |
| City of Falls Church | Blacksburg-Virginia Polytechnic Institute Sanitation Authority | Bath County Public Schools | Bedford County Public Service Authority | J. Sargeant Reynolds Community College | | |
| City of Franklin | Blue Ridge Airport Authority | Bedford County Public Schools | Bland County | James Madison University | | |
| City of Fredericksburg | Blue Ridge Crossroads Economic Development Authority | Bland County Public Schools | Botetourt County | John Tyler Community College | | |
| City of Galax | Blue Ridge Regional Jail Authority | Botetourt County Public Schools | Brunswick County | Longwood University | | |
| City of Hampton | Blue Ridge Soil and Water Conservation District | Bristol Virginia Public Schools | Buchanan County | Lord Fairfax Community College | | |
| City of Harrisonburg | Bristol Redevelopment and Housing Authority | Brunswick County Public Schools | Buchanan County Public Service Authority | Massanutten Technical Center | | |
| City of Hopewell | Brookneal-Campbell County Airport Authority | Brunswick County Schools | Buchanan County | Buckingham County | | |
| City of Lexington | Brunswick County Industrial Development Authority | Buckingham County Public 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 | Campanella County 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 School District | Carroll County Public Service Authority | Old Dominion University | | |
| City of Newport News | Castlewood Water and Sewerage Authority | Charlotte County Public Schools | Charles City County | Patrick Henry Community College | | |
| City of Norfolk | Central Shenandoah Planning District Commission | Charlottesville City Schools | Charlotte County | Paul D. Camp Community College | | |
| City of Norton | Central Virginia Regional Jail Authority | Chesapeake Public Schools | Charlottesville City Schools | Piedmont Virginia Community College | | |
| City of Petersburg | Central Virginia Waste Management Authority | Chesapeake Bay Bridge and Tunnel District | Chesapeake Public Schools | Radford University | | |
| City of Poquoson | Charlottesville Redevelopment and Housing Authority | Chesapeake Hospital Authority | Chesterfield County Public Schools | Rappahannock Community College | | |
| City of Portsmouth | Charlottesville-Albemarle Airport Authority | Chesapeake Redevelopment and Housing Authority | Clarke County School District | Richard Bland College | | |
| City of Radford | Chesapeake Airport Authority | Chesapeake Redevelopment and Housing Authority | Colonial Beach Schools | Rowanty Technical Center | | |
| City of Richmond | Chesapeake Bay Bridge and Tunnel District | Chesapeake Redevelopment and Housing Authority | Colonial Heights Public Schools | Southern Virginia Higher Education Center | | |
| City of Roanoke | Chesapeake Hospital Authority | Chesapeake Redevelopment and Housing Authority | Copper River School District | Southside Virginia Community College | | |
| City of Salem | Chesapeake Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Covington City Public Schools | Southwest Virginia Community College | | |
| City of Staunton | Coeburn-Norton-Wae Regional Wastewater Authority | Chesapeake Redevelopment and Housing Authority | Craig County Public Schools | State Council of Higher Education for Virginia | | |
| City of Virginia Beach | Crater District Area Agency on Aging/Foster Grandparent Program, Inc. | Chesapeake Redevelopment and Housing Authority | Culpeper County Public Schools | Thomas Nelson Community College | | |
| City of Waynesboro | Culpeper Soil and Water Conservation District | Chesapeake Redevelopment and Housing Authority | Culpeper County Public Schools | University of Virginia | | |
| City of Williamsburg | Cumberland Plateau Planning District Commission | Chesapeake Redevelopment and Housing Authority | Cumberland County Public Schools | University of Virginia Foundation | | |
| City of Winchester | Cumberland Plateau Regional Housing Authority | Chesapeake Redevelopment and Housing Authority | Danville Public Schools | University of Virginia Health System | | |
| Town of Alberta | Cumberland Plateau Regional Waste Management Authority | Chesapeake Redevelopment and Housing Authority | Dickenson County Public Schools | University of Virginia, Wise | | |
| Town of Altavista | Danville Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Dinwiddie County | Virginia College Savings Plan | | |
| Town of Amherst | Danville-Pittsylvania County Regional Industrial Facilities Authority | Chesapeake Redevelopment and Housing Authority | Essex County | Virginia Commonwealth University | | |
| Town of Appalachee | Dickenson County Industrial Development Authority | Chesapeake Redevelopment and Housing Authority | Fairfax County | Virginia Community College System | | |
| Town of Appomattox | Dickenson County Public Service Authority | Chesapeake Redevelopment and Housing Authority | Fauquier County | Virginia Highlands Community College | | |
| Town of Ashland | Dinwiddie Airport and Industrial Authority | Chesapeake Redevelopment and Housing Authority | Fauquier County Public Schools | Virginia Military Institute | | |
| Town of Bedford | Dinwiddie County Water Authority | Chesapeake Redevelopment and Housing Authority | Fauquier County Public Schools | Virginia Polytechnic Institute and State University | | |
| Town of Berryville | District Three Governmental Cooperative | Chesapeake Redevelopment and Housing Authority | Floyd County Public Schools | Virginia State University | | |
| Town of Big Stone Gap | Dryden Water Authority | Chesapeake Redevelopment and Housing Authority | Fluvanna County Public Schools | Virginia Western Community College | | |
| Town of Blacksburg | Eastern Shore of Virginia Broadband Authority | Chesapeake Redevelopment and Housing Authority | Frederick County Public Schools | Wytheville Community College | | |
| Town of Bluefield | Essex County Industrial Development Authority | Chesapeake Redevelopment and Housing Authority | Fredericksburg City Public Schools | | | |
| Town of Boones Mill | Fairfax County Economic Development Authority | Chesapeake Redevelopment and Housing Authority | Galax City Public Schools | | | |
| Town of Bowling Green | Fairfax County Park Authority | Chesapeake Redevelopment and Housing Authority | Giles County Public Schools | | | |
| Town of Boyce | Fairfax County Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Glenora County Public Schools | | | |
| Town of Boydton | Fairfax County Water Authority | Chesapeake Redevelopment and Housing Authority | Goochland County Public Schools | | | |
| Town of Bridgewater | Fauquier County Water and Sanitation Authority | Chesapeake Redevelopment and Housing Authority | Grayson County Public Schools | | | |
| Town of Broadway | Floyd County Economic Development Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Brodnax | Floyd-Floyd County Public Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Brookneal | Franklin Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Buchanan | Frederick County Sanitation Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Burkeville | Fredericksburg Stafford Park Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Cape Charles | Frederick-Winchester Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Cedar Bluff | Front Royal-Warren County Economic Development Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Charlotte Court House | Ft. Monroe Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Chase City | Giles County Public Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Chatham | Greensville County Water and Sewer Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Cheriton | Halifax County Industrial Development Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Chilhowie | Halifax County Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Chincoteague | Hampton Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Christiansburg | Hampton Roads Planning District Commission | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Claremont | Hampton Roads Regional Jail Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Clarksville | Hampton Roads Sanitation District | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Clifton | Harrisonburg Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Clifton Forge | Harrisonburg-Rockingham Regional Sewer Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Clinchco | Headwaters Soil and Water Conservation District | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Coeburn | Hopewell Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Colonial Beach | James River Water Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Columbia | John Flannagan Water Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Courtland | Joint Public Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Craigs | Lee County Industrial Development Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Crewe | Lee County Public Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Culpeper | LENOWISCO Planning District Commission | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Damascus | Lord Fairfax Soil and Water Conservation District | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dayton | Loudoun County Sanitation Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dendron | Louisiana County Water Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dilwyn | Lynchburg Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Drakes Branch | Marion Redevelopment and Housing Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dublin | Maury Service Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dumfries | Mecklenburg-Brunswick Regional Airport Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| Town of Dungsannon | Meherrin River Regional Jail Authority | Chesapeake Redevelopment and Housing Authority | Greene County | | | |
| | Middle Peninsula Regional Airport Authority | Chesapeake Redevelopment and Housing Authority | Greene 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: _____



FLEET MANAGEMENT

Enterprise Fleet Management is a privately-held, full-service fleet management business for companies, government agencies and other organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management is an affiliate of Enterprise Holdings Inc. and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our customers. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 470,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks and service vehicles.

Your Total Transportation Solution

Enterprise Fleet Management and our affiliate, Enterprise Holdings, together offer a total transportation solution. Combined, these businesses — which include car rental, car sharing, truck rental, fleet management, and retail car sales — accounted for \$22.3 billion in revenue and operated nearly 1.9 million vehicles throughout the world in fiscal year 2017.

Enterprise Fleet Management provides customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means NJPA members will receive constant evaluation of their holding costs to ensure minimal operating expenses.

Dedicated, Local Account Management

Each member will have a dedicated, local account team to proactively manage and develop their fleet while delivering the highest level of customer service to facilitate day-to-day needs. We have more than 50 local offices across North America that can quickly arrive in person to address any fleet needs for NJPA members.

Enterprise will provide monthly management reports consisting of a single invoice of all applicable charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with your members quarterly — or more often, if necessary — to discuss these reports and ensure their programs are working exactly as intended.

Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, etc.), including wheel alignments, and all unscheduled and common repairs (engine, transmission, battery, etc.) for almost any vehicle.

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24-hours-a-day, seven-days-a-week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with more than 80,000 maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to NJPA and your members.

Looking Toward the Future

Ranked as one of America's Largest Private Companies, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of this partnership.

Enterprise Fleet Management combines expertise and industry-leading value to provide your organization with the most comprehensive option in the marketplace. We are committed to providing a wide array of options to NJPA in 2018 and beyond.



Form A



PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Enterprise Fleet Management **Questionnaire completed by:** Dain Giesie

Please identify the person NJPA should correspond with from now through the Award process:

Name: Dain Giesie, AVP of Fleet Management **E-Mail address:** Dain.E.Giesie@efleets.com

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.

| | |
|-----------------------------|---|
| Legal Name | Enterprise Fleet Management, Inc. |
| Headquarters Address | 600 Corporate Park Drive, St. Louis, MO 63105 |
| Email | Dain.E.Giesie@efleets.com |
| Federal Tax ID | 43-1697807 |
| Phone | 314-274-5428 |

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.

Background and History

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Today, with 100,000 employees, 1.9 million vehicles, and annual revenue of \$22.3 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.

Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.

Founding Values

Our founder, Jack Taylor, did not talk about founding values when he started his small business back in 1957. He and his team lived them. These values have been the foundation for our growth and success through the decades. Today, this simple yet powerful set of beliefs is more critical than ever to our continued success. It is what drives us and is how we hold ourselves accountable every day.

Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:

- Our brands are the most valuable things we own.
- Personal honesty and integrity are the foundation of our success.
- Customer service is our way of life.
- Our company is a fun and friendly place, where teamwork rules.
- We work hard...and we reward hard work.
- Great things happen when we listen...to our customers and to each other.
- We strengthen our communities, one neighborhood at a time.
- Our doors are open.

Business Philosophy

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your individual members to proactively create, implement, and manage a cost-effective total transportation solution that meets their specific needs.



FLEET MANAGEMENT

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Industry Experience and Longevity

Enterprise Fleet Management has been providing fleet management services to both private and public entities since the company's founding in 1957. Together with Enterprise Holdings, our affiliate, we own and operate 1.9 million vehicles worldwide, which allows us to offer efficient and cost-effective fleet management solutions.

Enterprise is the second-largest fleet leasing company in North America and has been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive financial outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.

3) Provide a detailed description of the products and services that you are offering in your proposal.

Enterprise offers a complete fleet management program for organizations of all sizes. We will manage your members' vehicles through their entire lifecycle — from acquisition to disposal.

- **Local Account Management** — Our program relieves our customers of the burden that comes with managing an entire fleet of vehicles. Enterprise Fleet Management's dedicated account management teams will proactively manage every aspect of your members' fleet needs — making recommendations on the most cost-effective vehicles, determining the best time to order or sell vehicles, monitoring the fleet to ensure efficiency, and helping with billing, accounting, and reporting needs.
- **Leasing and Financing** — Enterprise offers a number of customizable leasing and financing options, and we will work closely with each agency to determine the best leasing option for the individual programs.
- **Vehicle Acquisition** — As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We will work with each organization to ensure that the proper vehicles are ordered and that the vehicles are delivered quickly and efficiently.
- **Maintenance Programs** — We provide a Full Maintenance and Maintenance Management program. These programs greatly reduce the time and funds that are routinely spent on fleet vehicles.
- **Technology** — Enterprise customers have access to our highly-customizable website, online reporting and analysis tools, customizable dashboards, and our recently updated mobile app.
- **Registration and Renewals** — Enterprise Fleet Management manages the registration, renewals, and title for every vehicle from the time of purchase until it is transferred to a new owner, when applicable.
- **Remarketing** — Enterprise Fleet Management utilizes an industry-leading 700 remarketing professionals who work directly with franchise and independent dealers, auction houses, and other channels to efficiently remarket and sell fleet vehicles.
- **Fuel Card** — We partner with WEX for fuel card services, and the card is accepted at more than 90 percent of stations in the U.S.
- **Telematics** — Through a partnership with Geotab, we provide a telematics program that offers real-time tracking, along with a wide range of additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics.
- **Coverage Options** — We can provide a variety of coverage options for fleet vehicles, including accident management, physical damage protection, and a brokered liability program with a primary insurer.
- **Driver Safety** — Through a combination of internal services and third-party partnerships, Enterprise Fleet Management is able to provide a comprehensive safety program that reduces your risk and improves the safety of your drivers.
- **Upfitting** — Enterprise will coordinate the up-fitting of necessary aftermarket equipment. We have a large network of vendors both at the national and local level to assist with this process in a quick and cost-effective manner.

Please see the following pages for more details on the products and services offered by Enterprise Fleet Management.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Local Account Management

Enterprise will assign a local account management team to each NJPA member. This local team will manage all aspects of the member's program, including:

- Customer service
- Vehicle acquisition and ordering
- Remarketing
- Data Analytics allowing real time decision making
- Consultation and proactive program planning
- License, tag, and title
- Accounting
- Traffic violations and citations



The goal of our local, dedicated teams is to proactively manage every aspect of each client's fleet — making recommendations on the most cost-effective vehicles, determining the best time to order or sell vehicles, monitoring the fleet to ensure efficiency, and helping with billing, accounting, and reporting needs.

With more than 50 fully-staffed regional offices across the U.S. and Canada, NJPA members will receive local service and support from an experienced team, along with the oversight, infrastructure, and resources from our centralized corporate operations.

Each Enterprise Account Manager will be responsible for conducting quarterly reviews of the member's program to ensure that it is operating optimally and that members are happy with how it is functioning. We will also perform an annual account review to compare year-over-year cost savings and validate current initiatives. The local account management teams will meet with your members regularly — and as often as needed — to review opportunities for future savings and discuss any potential improvements.

Leasing and Financing

Enterprise offers a range of customizable funding solutions and leasing options. We will consult with each NJPA member to find the best option or options that fit both their financial and operational needs. Lease terms can be customized to each individual vehicle as well, which means we can provide a lease option that is most cost-effective for each fleet vehicle's use, driving pattern, anticipated mileage, etc.

- **Open-Ended Lease:** the member can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill back the difference.
- **Closed-End Lease:** allows for a lower monthly payment based on vehicle usage.
- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Traditional Purchase Finance:** allows the member to take ownership of the vehicle at the end of the financed/lease term.

For more details on Enterprise's lease and financing options, please see Form P.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Vehicle Acquisition

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.



Enterprise will perform a cost analysis of each member's fleet to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that they are using the most cost-efficient vehicles for their specific needs. We will work with each NJPA member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can check the status of their vehicle through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Maintenance Programs

We deliver value by saving time and money for our customers. In 2017, Enterprise Fleet Management generated a total of \$40.8 million in maintenance and repairs savings for our customers.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Maintenance and Repair Process

All maintenance is coordinated through Enterprise using the support of our local network of facilities. This reduces involvement on repairs and maintenance for our customers because estimates for time and costs are eliminated.

The maintenance process is facilitated by an Enterprise team of ASE-certified technicians. Our department's experience includes:

- 137 technicians — more than 92 percent have ASE certifications
- Average of 10 ASE certifications per technician
- Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility for 20 years in a row

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Technology

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.

- **Customer Website** – Complete oversight on entire fleet and individual vehicles
- **Mobile App** – Convenience for drivers
- **Fleet Planning Toolkit** – The right vehicles at the right cost
- **Annual Client Review** – Identify and lower costs
- **Auto Integrate** – Minimize downtime

Please see the Value-Added Attributes section for more details on how Enterprise leverages our technology and online tools to provide convenience and lower costs for our customers.

Registration and Renewals

Enterprise Fleet Management offers a full range of license and title services, including initial registration, renewal, state transfers, duplicate requests, and other DMV transactions. Our team is experienced and committed to handling all license and title services timely and efficiently, with minimal involvement from the customer. Our knowledge and experience in all 50 states and throughout Canada ensures a smooth process, and adds value to the NJPA fleet program by providing a seamless, hands-off registration and titling service.

Remarketing

At the end of the lease term, the local account team will work directly with drivers to schedule a convenient time to have the vehicles dropped off or picked up, and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place.

Enterprise will determine the best channel or channels to remarket each member's vehicles, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sale of fleet vehicles, returning the greatest amount of equity as quickly as possible.



We use multiple channels to remarket our vehicles, and we employ an industry-leading 700 remarketing professionals to remarket vehicles directly to both franchise and independent dealers. We also retain a professional staff that specializes in auctions for both straight and damaged vehicles. Whether it is in the auction lanes or online, we have solid relationships with most of the major and independent auction houses in the country. However, most of our vehicles are sold directly to dealers, which allows us to avoid auction fees and additional charges.

The local account team will be the single point of contact and will manage the disposal process wherever the vehicles are located. We have remarketing locations in the United States, Canada, and Europe to handle the proper disposal of each fleet. Our decentralized sales team allows us to be experts in all markets in which we operate.

Our team has consistently outsold the industry-standard Black Book Commercial Value Index, and we rank our staff based on the time taken to pick up, assess, market, and sell vehicles in order to return equity as quickly as possible for our clients. We currently average 17 days from the time we are notified until the vehicle has been sold. In addition, as opposed to some of our competitors, we stop lease charges as soon as the vehicle is in our possession — not when the vehicle sells.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Fuel Card

We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits:

- **Convenience:** Card accepted at more than 180,000 U.S. locations
- **Security:** Cards with driver identification issued to the driver assigned to the vehicle
- **Control:** Card program offers various controls to help manage your fleet's fueling expenses

WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.



Our account management teams will work with each member to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

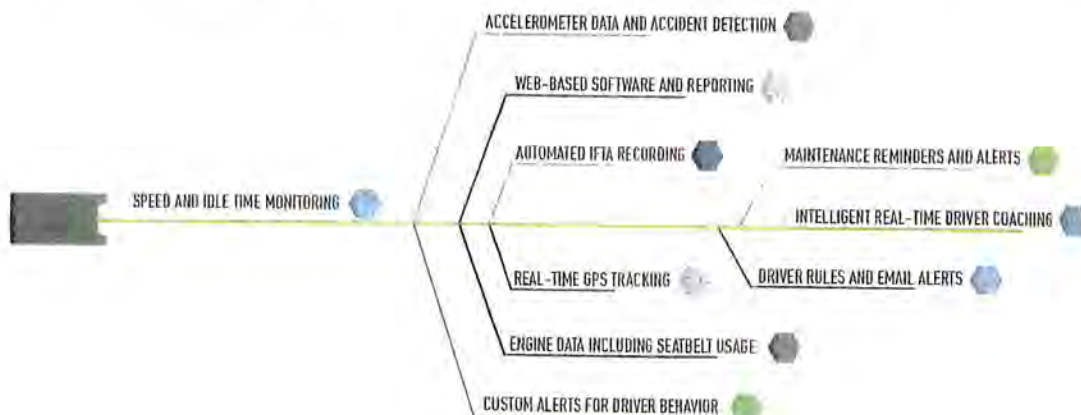
- Review transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Telematics

Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to our fleet programs by addressing the following needs:

- **Safety:** Breakthrough accident detection, safer driving behavior, in-vehicle driver coaching
- **Cost Reduction:** Lowered worker's compensation claims, lowered bent metal costs
- **Productivity:** Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- **Engine Health:** Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- **Compliance:** Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Coverage Options

Accident Management Program

The Enterprise Accident Management Program is designed to simplify the vehicle repair process. This program helps increase efficiency and reduce distractions by:

- providing 24/7 roadside assistance
- requiring only one estimate
- giving drivers accessibility to our nationwide network of body shops
- submitting claims information to your insurance carrier if necessary

We want to get drivers back on the road safely, timely and in a cost-effective way. We have designed the Accident Management Program so NJPA members can:

Stay focused on their business. Claims are handled with limited driver involvement, so the entire process causes minimal distraction from their core responsibilities.

Decrease driver downtime. Our relationships with local body shops ensure that repairs are accomplished as quickly as possible and that each vehicle is safe to drive.

Lower costs. Enterprise has one of the lowest industry cost-average for repairs. Most shops discount parts and labor, which is typically passed on to the clients.

Make only one call. Our Claims Support Coordinators will help with all aspects of the process, including roadside assistance, claims handling, arbitration management, vehicle replacement, and much more; this reduces both "windshield time" and excess fuel consumption.

Physical Damage Coverage

Enterprise can provide Physical Damage Coverage for the leased vehicles upon receipt of loss runs. The Physical Damage Program is designed to minimize our customers' losses and help get the fleet vehicles back on the road. With one phone call the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- **One-Call Service** — Enterprise has a single phone number for both maintenance and insurance issues. Through this number, we can quickly arrange towing, provide repair estimates, and reserve rental vehicles. Enterprise handles all details of each incident for the convenience of our clients.
- **Discounted Parts and Labor Pricing** — When a vehicle is repaired at an approved facility, Enterprise negotiates lower rates on parts and labor. Our shops work to minimize downtime while vehicles are in repair.
- **Monthly Billing with No Interest Cost** — Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion, which reduces costs and increases cash flow.
- **Strong Commitment to Quality Repair** — Poor work can affect resale value. Our shops guarantee their work, and they fix any problems with recent repairs free of charge.
- **Total Losses Handled** — Your members will not be at risk if the book value exceeds the market value of the vehicle.
- **Consolidated Billing** — No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Physical Damage Management

With this option, customers can select the deductible. Most customers select deductibles of \$1,000 comprehensive and \$1,000 collision. Some of the features of this program that make it unique and attractive to our customers include:

- No down payment to initiate the policy.
- Annual policy with composite rating to allow for easy budgeting.
- No true-up or premium audits — the charges are billed on your monthly statement from Enterprise Fleet Management. If a vehicle is added or deleted mid-month, the charges on the monthly lease statement are prorated to reflect the actual number of days the vehicle was covered.
- No finance charges or additional monthly fees are charged.
- Enterprise's National Claim center will manage vehicle repairs. They pay the body shop directly for the entire amount of the repairs. Any customer share of the claim is included in the amount paid to the body shop and, when appropriate, is billed on the monthly Enterprise statement.
- Under-deductible claims are managed for no additional cost and have no impact on the customer's overall loss experience. These costs are conveniently billed on the next monthly lease statement so drivers have no out-of-pocket expense.

Brokered Liability Program / Commercial Auto Policy

Enterprise has partnered with Marsh Sponsored Programs, a division of Marsh USA, Inc., to develop an exclusive program for customers of Enterprise Fleet Management. This program helps complete our total fleet management package by allowing customers to receive a consolidated statement reflecting all their fleet costs — including insurance — on one monthly invoice.

The commercial auto policy has an AMBest rating of A+ (Superior), which is one of the highest ratings available for the insurance industry.

The policy includes the following options:

- Liability – \$1 Million Combined Single Limit
- Uninsured/Underinsured Motorist Coverage – different options available
- Statutory Personal Injury Protection
- Medical Payments – \$5,000
- Hired Auto Liability (optional)
- Non-Owned Liability (optional)

Driver Safety

Through a combination of internal services and third-party partnerships, Enterprise Fleet Management is able to provide a comprehensive safety program that reduces risk and improves the safety of drivers.

- **Vehicle Selection:** Safety standards and new technology means safer vehicles
- **Policy Consultation:** The local Enterprise team can provide guidance that covers key safety policies and risk management
- **Telematics:** Real-time data, safety features, vehicle diagnostics, and compliance through our Geotab option
- **Driver Training:** Web-based training through a partnership with AlertDriving
- **Driver Monitoring:** MVR records and comprehensive driver monitoring through a partnership with SambaSafety
- **Insurance Coverage:** Enterprise Fleet Management offers a full range of coverage options

More details on these options and various programs can be provided.

4) What are your company's expectations in the event of an award?

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.

It would be Enterprise's expectation that NJPA and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.

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.

Enterprise Fleet Management — together with our affiliate Enterprise Holdings, which is ranked No. 13 on the Forbes America's Largest Private Companies list — is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.

Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB from BBB-. This reflects the financial strength of our company and our long-term approach to our business.

| Fiscal Year | Annual Worldwide Revenue |
|-------------|--------------------------|
| 2017 | \$22.3 billion |
| 2016 | \$20.9 billion |
| 2015 | \$19.4 billion |

All reported numbers include Enterprise Fleet Management and affiliate Enterprise Holdings.

6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?

Enterprise Fleet Management has grown to become the second-largest fleet leasing company in North America and has been operating in the industry for decades. Our stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry. Market share information for Canada is not currently available.

7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No.

- 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?

Enterprise Fleet Management is best described as a service provider. Our company offers a full range of customizable fleet solutions to our customers. Enterprise leverages our vast network and infrastructure to build strong relationships with various dealers and distributors — both locally and nationwide. Our operations are streamlined through our local account teams, which are dedicated to proactively managing every aspect of our customers' needs.

- 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.

Enterprise Fleet Management holds all required business licenses and certifications for all regions in which we do business. More details can be provided upon further discussion.

ASE Blue Seal of Excellence

For 20 consecutive years, Enterprise has been awarded the Automotive Service Excellence (ASE) Blue Seal of Excellence. The award certifies automotive repair businesses that achieve the very highest standards of service excellence. In order to receive the ASE Blue Seal of Excellence, an automotive repair facility must demonstrate that at least 75 percent of its repair technicians are ASE-certified and at least one technician in each area of service offered by the business is ASE certified. ASE certification means an individual has passed industry-developed exams and meets experience requirements.

Enterprise was first recognized with the ASE's Blue Seal of Excellence in 1997, and was the first fleet management company to receive the honor.

ASE Certifications

Enterprise's National Service Department (NSD) facilitates maintenance and repair services for our customers. The NSD has a staff of approximately 137 technicians, and more than 92 percent of our technicians have ASE certifications.

These certifications must be renewed every five years, and Enterprise provides compensation to our employees as an incentive to maintain their certifications. We also provide opportunities for employees to continue their training through internal examinations on department policies and procedures. These certifications expire every two years.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.

None — Our company has not been suspended or disbarred from doing business 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.

Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:

- Consultation, fleet planning and total cost of ownership analysis
- Vehicle selection and acquisition
- Vehicle resale / remarketing
- Customizable lease options and financing
- Maintenance programs
- Fuel card management
- License, title and renewal services
- Online reporting and customizable analysis tools
- Insurance consultation and coverage options
- Cost-model development
- Detailed driver analysis

In addition, through our affiliate company Enterprise Holdings, we are able to offer a unique Total Transportation Solution for our customers. Business segments within Enterprise Holdings include:

- Car Rental
- Car Sharing
- Vanpooling
- Car Sales
- Remarketing
- Truck Rental
- Ride Matching

We leverage all of these options, services, and business lines to address the growing and changing mobility needs of our customers. The most effective fleet strategy recommendations are centered on the requirements and resources necessary to operate a fleet at the lowest possible cost, without sacrificing the operating needs of the member or the safety of its employees or constituents. By leveraging industry-wide mobility management best practices and a disciplined approach, Enterprise is able to offer fleet programs that lower costs over time while providing safer, newer vehicles.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

InformationWeek IT Award

Enterprise Fleet Management was named a finalist in the 2016 InformationWeek Elite 100. With this annual industry award, InformationWeek magazine honors U.S. companies for setting the bar on innovative and creative information technology (IT) programs that improve business operations. Enterprise Fleet Management earned its spot on the list for developing its new customer website, which provides advanced insight into fleet performance and key metrics, thereby enabling customers to maximize the value of their fleet and lower their total cost of ownership.

ASE Blue Seal of Excellence

For 20 consecutive years, Enterprise has been awarded the Automotive Service Excellence (ASE) Blue Seal of Excellence. The award certifies automotive repair businesses that achieve the very highest standards of service excellence. In order to receive the ASE Blue Seal of Excellence, an automotive repair facility must demonstrate that at least 75 percent of its repair technicians are ASE-certified and at least one technician in each area of service offered by the business is ASE certified. ASE certification means an individual has passed industry-developed exams and meets experience requirements.

Enterprise was first recognized with the ASE's Blue Seal of Excellence in 1997, and was the first fleet management company to receive the honor.

ASE Certifications

Enterprise's National Service Department (NSD) facilitates maintenance and repair services for our customers. The NSD has a staff of approximately 137 technicians, and more than 92 percent of our technicians have ASE certifications.

These certifications must be renewed every five years, and Enterprise provides compensation to our employees as an incentive to maintain their certifications. We also provide opportunities for employees to continue their training through internal examinations on department policies and procedures. These certifications expire every two years.

World Class Technician Award

Enterprise Customer Support Supervisor Kelley Hatlee has earned the prestigious World Class Technician Award from the National Institute for Automotive Service Excellence (ASE) and the Auto Care Association. Of nearly 900,000 automotive technicians working in the United States, only 16 qualified for the award in 2017.

Individuals must test and obtain ASE certification in 22 specialty areas in order to achieve recognition as a World Class Technician. Hatlee received the prestigious honor after earning the titles of ASE Master Automobile Technician, ASE Master Medium/Heavy Duty Truck Technician and ASE Master Collision Repair Technician, as well as two additional advanced-level diagnostic certifications for gasoline and diesel engines. He holds a total of 32 ASE certifications.

Stevie Award

Enterprise Fleet Management received the 2016 Gold Stevie Award for Most Innovative Company of the Year. The American Business Awards — also known as the Stevie Awards — are the premier business awards in the U.S. Enterprise was honored for overall achievement in innovative products, marketing, sales, and management of its fleet management services. This is the sixth time that Enterprise Fleet Management has been recognized with a Stevie Award.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

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.

Please see the references below.

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.

Cardston County

Contact Paul Hascarl
Contact Information Phone: 403-894-0587
Location Cardston, Alberta
Entity Type Government / County

Lackawanna County

Contact Kevin Mitchell
Contact Information Phone: 570-963-6767
Email: mitchellk@lackawannacounty.org
Location Scranton, Pennsylvania
Entity Type Government / County

County of Yuba

Contact Luis Sandoval
Contact Information Phone: 530-749-7888
Email: lasandoval@co.yuba.us
Location Marysville, California
Entity Type Government / County

City of Westminster

Contact Kevin Beach
Contact Information Phone: 714-548-3688
Email: kbeach@westminster-ca.gov
Location Westminster, California
Entity Type Government / City

Webb County

Contact Joe Lopez
Contact Information Phone: 956-523-4125
Email: joelopez@webbcountytx.gov
Location Laredo, Texas
Entity Type Government / County

To preserve our clients' privacy, we do not release dollar values or the size of our contracts.

Please see the following pages for case studies on educational and governmental customers that have benefitted from partnering with Enterprise Fleet Management.

CASE STUDY | ERIE 2 CHAUTAUQUA-CATTARAUGUS BOCES



Board of Cooperative Educational Services saves 30% by implementing customized fleet program.

BACKGROUND

Location: Erie, Pa. (PA)
 Industry: Government
 Fleet vehicles: 70 vehicles

THE PROBLEM

Erie 2 Chautauqua-Cattaraugus Board of Cooperative Educational Services (E2C) represents 27 school districts in the Western State. As a public educational cooperative, E2C functions as a consortium of public school districts to provide services that either districts may be too small to offer on their own or that would be more expensive to offer individually, reducing costs of their educational business.

E2C was managing a fleet of vehicles internally. The organization's region continued to expand and its fleet costs increased, while funding remained a challenge. E2C was seeking a better way to manage its fleet as it gained new districts and key fleet employees were about to retire.

THE SOLUTION

E2C partnered with Enterprise Fleet Management and recognized immediate savings. By leasing the vehicles reliable vehicles, the organization's Total Cost of Ownership was significantly reduced. Additionally, E2C realized the benefits of Enterprise's maintenance and fuel programs, which helped save the administrative burden. This program also provided the organization with detailed fixed expenses for accurate budgeting and reporting.

"Working with the Enterprise team continues to be a positive experience. Our organization has unique needs and the Enterprise team went through great lengths to understand our challenges and offer viable solutions in the areas of funding, vehicle acquisition, and account management. Their professionalism, responsiveness, and creative solutions have helped to provide affordable and efficient transportation solutions for our organization. I look forward to working with Enterprise in the future and value the partnership we have built together."

— Dr. John D'Annunzio, Assistant Superintendent for Management Services

THE RESULTS

Since partnering with Enterprise Fleet Management, E2C has reduced their overall fleet costs by 30%. The equity lease financing program gave E2C the opportunity to utilize cost-effective areas of the capital plan. Within the first year of partnership, E2C realized depreciation costs by 65% and decreased fuel expenses by 40%. By purchasing vehicles with better fuel economy, the overall costs are reduced and maintenance by 25% and even helped to eliminate costs by having vehicles serviced at local preferred service vendors with high fuel economy. Enterprise also had E2C's existing vehicles at a higher resale value, which ultimately paid for the organization's first year of vehicle payments.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

**SAVED
30%
IN FLEET COSTS**



**SAVED
65%
IN ANNUAL
DEPRECIATION**



**SAVED
40%
IN FUEL COSTS**

Enterprise Fleet Management is an Equal Opportunity Employer. All other marks are the property of their respective owners.



FLEET MANAGEMENT

CASE STUDY | LACKAWANNA COUNTY



Pennsylvania county replaces vehicles and reduces fleet spend by over \$95,000.

BACKGROUND

Location: Scranton, PA
 Industry: Government
 Total vehicles: 71 vehicles

THE PROBLEM

Prior to partnering with Enterprise Fleet Management, the majority of Lackawanna County's vehicles were approaching ten to thirteen years in service. The aged fleet was causing significant operational inefficiencies and the county's annual fleet budget was being spent on maintenance, repairs and high fuel expenses, leaving little to no money for newer vehicles. County employees were expending a lot of clock time which ultimately affected productivity.

THE SOLUTION

Lackawanna County partnered with Enterprise Fleet Management to update its vehicles and handle its ongoing fleet needs. The county now benefits from proactive fleet planning with the best vehicle recommendations. Lackawanna County has acquired new vehicles and has reduced overall fleet costs by eliminating unplanned repairs and by lowering fuel costs by renting a more fuel-efficient fleet.

Lackawanna County enrolled in Enterprise's maintenance program and uses the budget-friendly, fixed maintenance program to plan ahead for its fleet service expenses. Additionally, the county has been able to capitalize on higher vehicle resale values to apply to its new vehicles, offering the department a lower, sustainable fleet that is predictable year-over-year. This makes it easy for the county to proactively plan and report on its total annual fleet spend.

“The Enterprise program has allowed us to update our aged fleet of vehicles in a strategic manner that reduces our overall fleet costs.”

— Kevin Mitchell, Deputy Director of Purchasing

THE RESULTS

With Enterprise Fleet Management, the County of Lackawanna upgraded its aged fleet while staying under budget. According to county employees, getting old vehicles with minimal staff involvement has been an unforeseen benefit of the Enterprise program. By increasing the fleet's fuel efficiency and decreasing annual maintenance costs, the county has reduced its annual fleet spend by over \$95,000. Lackawanna County has also seen an increase in productivity since the vehicles are rarely out of service and always on the road.

To learn more, visit efleets.com or call 877-23-FLEET.

Enterprise Fleet Management is a registered trademark of Enterprise Fleet Management, Inc. All other marks are the property of their respective owners. © 2018 Enterprise Fleet Management, Inc. 10/18/18



Key Results

**OVER
 \$95,000
 IN ANNUAL SAVINGS**



**INCREASED
 FUEL
 EFFICIENCY**

**INCREASED
 PRODUCTIVITY**



**DECREASED
 DOWNTIME**



CASE STUDY | DEER PARK INDEPENDENT SCHOOL DISTRICT



School District finds savings and increased productivity with the Enterprise Fleet Management Program.

BACKGROUND

Location: Deer Park, IL
 Industry: Government (Independent District)
 Total vehicles: 80 vehicles

THE CHALLENGE

Before partnering with Enterprise, Deer Park Independent School District (ISD) had 80+ vehicles ranging from 6 to 15 years of age, causing them to become less reliable and more expensive to maintain. Because vehicles were typically purchased with bond money, it created a pattern of a large number of vehicles needing to be repaired or replaced at the same time. District employees started complaining about the quality of the fleet and mechanics were spending too much time working on the vehicles instead of buses.

THE SOLUTION

By partnering with Enterprise Fleet Management, Deer Park ISD will upgrade its fleet over a 4-year period by replacing its oldest vehicles first. Once the fleet has been updated, the vehicles will continue to be replaced every five years. A proactive replacement plan will allow the district to capitalize on maximum vehicle resale value. This process will also help streamline the annual transportation budget since the district will be able to predict most vehicle costs.

“By partnering with Enterprise, we have strengthened focus on our students, maximized personnel utilization, and provided our employees with vehicles they are proud to drive.”

Felix Papp, Assistant Superintendent for Business Services

The Deer Park ISD leverages Enterprise's maintenance program. All district vehicles are now repaired by a local service vendor. District mechanics can focus on buses to transport students. District employees have reported that they are more productive and are not waiting as long for repairs.

THE RESULTS

The Deer Park ISD and Enterprise have been partners for three years. Enterprise has yielded over \$300,000 in revenue by selling the district's older vehicles. It has been able to maintain 55 vehicles for half the cost of a mechanic. Enterprise Fleet Management coordinated the fleet, it reduced maintenance operations and reduced overall cost to meet strict budgetary requirements while keeping their vehicles on the road.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

**MORE THAN
\$300,000
IN VEHICLE RESALE**



**9X
FASTER
AT REPLACING VEHICLES**



**REDUCED
STAFF OVERHEAD**



Enterprise Fleet Management is an Equal Opportunity Employer. All other marks are the property of their respective owners.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

Enterprise Fleet Management is a privately-owned business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully-staffed offices and manages a fleet of more than 470,000 vehicles throughout the U.S. and Canada. More specifically, Enterprise Fleet Management partners with hundreds of government agencies nationwide to manage tens of thousands of government vehicles.

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?

Enterprise Fleet Management contracts with both The Interlocal Purchasing System (TIPS) and E&I Cooperative Services to provide services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities. Enterprise is a privately-owned business and does not release specific performance numbers to the public.

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

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.

With a network of more than 50 local offices staffed with more than 350 dedicated sales professionals across the U.S. and Canada, Enterprise Fleet Management has one of the largest sales forces in the industry. Our large geographic footprint enables us to assist members across the country, whether they have a small, local operation or fleet vehicles disbursed over multiple states / regions. Our infrastructure of local offices across North America is unique in the fleet management industry and will allow our men and women to sell and market the NJPA program nationwide in the communities where they live and work.

Each Enterprise Fleet Management office is fully staffed to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:

Account Executive

- Designs, reviews and implements fleet management programs
- Sells to local / regional prospects and identifies new opportunities
- Supports the Account Manager in handling ongoing fleet needs

Account Manager

- Implements fleet management programs specifically designed for the customer
- Reviews the Fleet Profile on a regular basis
- Proactively forecasts vehicle replacement needs
- Secondary point of contact for fleet related matters

Account Fleet Coordinator

- Primary contact for customer fleet needs
- Administers all day-to-day fleet-related matters
- Works with Account Manager to provide turnkey fleet management
- Works directly with employees on fleet issues

Fleet Strategy Manager

- Works with Account Manager to maximize resale/disposal of fleet vehicles
- Works with wholesalers nationwide to sell vehicles in an average of 17 days

Finance Manager

- Works with customers to develop customized financing and credit options

Director of Fleet Management

- Oversees customer service, sales staff, and ongoing support of client operations within the regional territory

Our corporate office will serve as a centralized liaison, working with NJPA staff and the local Enterprise Fleet Management teams to facilitate sales and marketing strategies for the NJPA program. This ensures that we are able to capitalize on our local presence and maximize the total potential of this contract for the members.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

b) Dealer network or other distribution methods.

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has more than 17,000 dealers in our database from which to choose. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.

This is what we expect from our CD dealers:

- Acceptance of vehicle, including inspection for damage or missing equipment.
- Filing of claims and making arrangements for any necessary repairs.
- Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any contracted equipment.
- Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.
- Application for Title and Registration with the state and installation of license plates or temporary tags.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles are ready, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

c) Service force.

Call Center

Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. Our hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Roadside assistance is available 24 hours a day, seven days a week.

The call center is staffed exclusively by Enterprise Fleet Management associates. Outside of our business hours, calls are automatically forwarded to our roadside partners.

Our National Service Department was the first at a fleet management company to earn the ASE Blue Seal of Excellence. To qualify, 75 percent of our technical staff must be ASE certified and we must maintain certifications in all repair areas in which we operate. The NSD has achieved Blue Seal status for the past 20 years.

Supplier Network

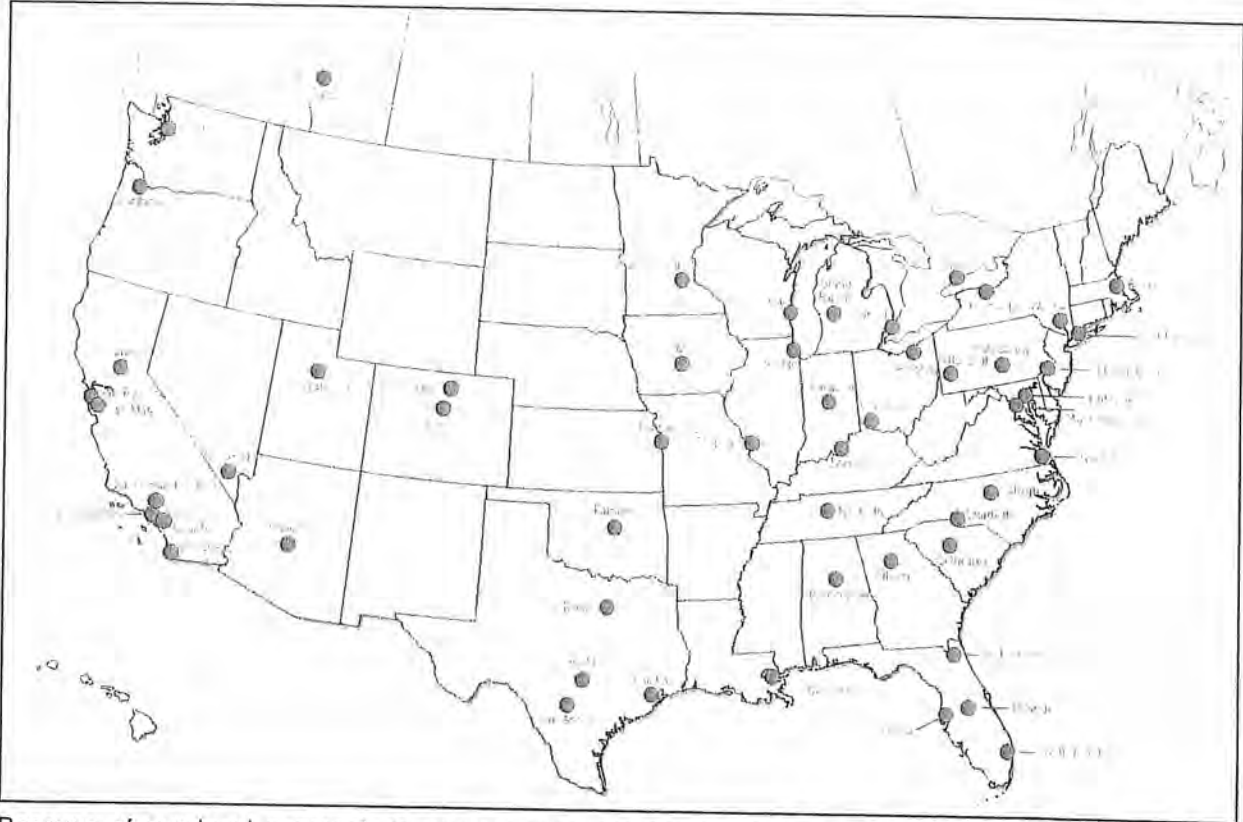
For maintenance and repair services, Enterprise encourages the use of our more than 30,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with more than 80,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.

Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

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.

Enterprise Fleet Management has more than 50 offices across North America, with more than 2,000 employees.



Because of our local approach to account management, there is some overlap of sales and service functions. Our goal is to create lifelong relationships with our customers, and we believe the sales and implementation processes are a great opportunity to build rapport with a new customer and lay the foundation for a successful long-term partnership. In addition to promoting and selling the NJPA program to potential members, the local sales staffs will provide customer service, support, and other assistance to ensure we are meeting and exceeding expectations.

Maintenance Network

Enterprise encourages the use of our more than 30,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with more than 80,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.

Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Rental Network

Our affiliate Enterprise Holdings has more than 100,000 employees worldwide and more than 6,000 rental locations in the U.S. alone. Enterprise Fleet Management can leverage this vast network and infrastructure as needed for vehicle logistics/movement, additional support, or for customers in remote locations. We are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. Because our combined companies own and operate 1.9 million units, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.

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.

Customer service is provided through our local account management teams. Because Enterprise Fleet Management has fully-staffed offices across North America, we are able to provide a high level of customer service from local employees who are experienced and knowledgeable of their local customers' programs.

All driver/fleet administrator questions would be directed to the dedicated Account Manager and Account Fleet Coordinator. We want our clients to be able to reach out directly to their account team, which will be familiar with their account and be able to react immediately and resolve the issue or answer questions with one call or email. All drivers will have their account team's contact information readily available from the mobile app or introduction packet. They can call their account team's office line, cell phone or reach out through email.

In addition, we hold quarterly and annual client review meetings to review each program's overall performance and provide any needed updates. At that time, members of the local account management team will provide recommendations regarding maintenance, fuel, insurance, acquisition, and resale based upon industry standards.

Ensuring Customer Satisfaction

Our performance as a fleet management partner for our customers is measured in several ways. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:

- Active management of vehicle lifecycle to minimize fuel and maintenance spend
- Annual fuel and maintenance spend benchmarking to decrease total cost of ownership
- Comparison of vehicle makes and models to provide better total cost of ownership
- Increased equity gain at disposal through proactive fleet planning and forecasting
- Continuing review of resale market to identify best disposal method and holding period
- Comparison of Enterprise resale performance against industry standards
- Management of customer-specific incentive programs to reduce acquisition costs
- Review of vehicle application to "right-size" makes and models that are best suited for each client's needs
- Review driver and administrator feedback to maximize driver satisfaction

We also collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, customer satisfaction surveys, customer service inquiries, monthly phone surveys from an independent research service provider, and specific electronic or manual survey campaigns. The results are closely monitored and any necessary changes are made to resources, processes, etc.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

SQi

Our Service Quality index (SQi) is one of the main ways we measure customer satisfaction for each of our brands. Our customers are asked to rate their experiences on a scale from Completely Satisfied to Completely Dissatisfied. Independent research shows that customers who say they are completely satisfied are three times more likely to use our brands again.

Enterprise employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service to retain the absolute loyalty that comes with complete satisfaction. All promotions, pay raises, and individual and team recognition are determined by success in completely satisfying our customers.

We work with an outside company that contacts our customers twice a year to gauge their overall satisfaction with our program. Enterprise is committed to delivering exceptionally high standards every time. The goal of our company is to exceed customer expectations, and the only acceptable response from a customer is that they are completely satisfied with our service.

Enterprise Fleet Management prides itself on the customer service we offer to each customer, and employee promotions are based on success with the customer service scores we receive. Enterprise is consistently awarded for its top-notch customer service, as recognized by numerous industry awards. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition.

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?

Enterprise Fleet Management can fully service and manage fleet programs throughout the United States, with limited availability in Puerto Rico, Hawaii, and parts of Canada. Enterprise has one of the largest geographical coverages for a fleet management company, and our extensive experience with government agencies, educational entities, and other not-for-profit customers is a distinct advantage in these sectors.

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Enterprise Fleet Management has limited availability in Puerto Rico, Hawaii, and parts of Canada, and we are unable to provide services to members in remote areas. We will work with NJPA and your members to discuss any specific limitations and potential solutions for members in these regions.

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.

Enterprise Fleet Management is a nationally recognized solution for both public and private entities looking to improve cash flow, free up credit, and save time by offloading their fleet. When combined with our affiliate Enterprise Holdings, NJPA members will also have access to daily rental, business rental, truck rental, vanpooling, car sharing, and car sales, providing a total transportation solution.

Over the past four years, Enterprise has seen a 60 percent growth in the total number of vehicles managed. This growth comes from providing a value that is unmatched in the fleet management industry. A partnership with Enterprise means that E&I and its members will have access to:

Largest Sales Team

Enterprise has the largest sales force in the industry with more than 200 Account Executives and 170 Account Managers. Our Account Executives proactively market to their local territories through cold calls, email marketing, direct mailers, hosting customer/vendor events, referrals, and involvement in both local and national associations. Once a member is on board, Enterprise assigns a local Account Manager to monitor the member's fleet activity, as well as continuing to make proactive recommendations to grow the business. Our local staff is actively engaged and up to date with everything having to do with the automotive industry. Making sure we are constantly aware of all the ways we can provide the right solutions for your members is imperative to our success.

True Commitment

Enterprise has the most proactive sales plan in the industry, especially when it involves both public and private institutions of education. We have a Government Marketing department that specializes in working with these institutions. This department not only works closely with our internal sales teams, but also directly with current and prospective customers in evaluating their fleet plans and informing them of cooperative purchasing opportunities. In addition, this department works directly with Enterprise's cooperative purchasing partners to ensure the local operating groups are educated on the purchasing cooperative's processes and benefits to its members.

Unparalleled Infrastructure

Enterprise Fleet Management is second to none when it comes to our infrastructure and presence across the country. To put this into perspective, Enterprise Fleet Management currently operates more than 50 regional offices with a staff of more than 2,000 employees and approximately 470,000 vehicles under management today. When combined with our affiliate Enterprise Holdings, we have more than 1.9 million vehicles and more than 8,300 offices — with an Enterprise location within 15 miles of 90 percent of the U.S. population.



Industry Leading Customer Service

Customer Service is our way of life. We measure ourselves using the Enterprise Service Quality index (ESQi). Our investment to measure customer satisfaction exceeds \$4 million annually. This evaluation, which is conducted by a third-party company, measures customer satisfaction from the branch level up through area, regional, group and national levels on a monthly basis. Promotions, pay raises and company recognition revolve around ESQi performance. Such top-of-mind awareness, focus, and performance-based career recognition and advancement all distinguish Enterprise from our competitors, and this drives our company collectively to push the limits of exceeding Customer Service benchmarks year-to-year.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Innovative Technology

We have invested more than \$100 million into the fleet management business over the last few years to give our customers features and online tools they have asked for. Our new technology is the most comprehensive fleet management data warehouse in the industry and will help your members manage their vehicle fleets more efficiently — whether it is alerts for oil changes or understanding the total cost of ownership for each vehicle — and when it is time, selling those vehicles for a maximized return.

From our strong manufacturer relationships to our award-winning National Service Department, we make it easy for your members to do business with us. Our message is simple: take care of our customers and employees first and growth will follow. With our sales teams and presence as the leader in the fleet management industry combined with the member base of NJPA, we are confident that a partnership between both parties will be a partnership that will grow for years to come.

Implementation

Enterprise has entire teams at the local level who are experienced at transitioning accounts, as well as operations at our corporate campus that help with internal parts of the process, which will help us meet the projected implementation schedule.

We spend a lot of time with our clients to get a better understanding of how we can make the process as easy as possible. We then have several internal meetings with all team members to ensure we meet all timelines properly.

An external client implementation meeting with the new client's decision makers takes place next, and then the 12 month On-boarding Road Map begins with the new client. Driver training is then scheduled, if applicable, via face-to-face meetings, driver videos, conference calls, and email correspondence. Our implementation processes and experience with similar projects will ensure a smooth and efficient implementation for each member.

Below is a sample timeline of the implementation process.

| Agenda | Timeline |
|--|-------------------------------|
| New Opportunities in the Implementation Process | Internal – Pre-Implementation |
| Implementation Road Map | Internal – Pre-Implementation |
| Internal Transition Meeting | Internal – Pre-Implementation |
| Implementation Meeting with Client | First Meeting |
| • Introductions | |
| • Rollout | |
| • Fleet Plan | |
| • Wrap-Up | |
| Post-Implementation Meeting Action Items | 48 Hours Post-Implementation |
| • Executive Summary | |
| • Three-Month Account Health Check | 90 Days |
| • Driver Communication | |
| • Reporting Expectations | |
| • Fleet Right-Typing and Right-Sizing – planning | |
| Company Car Policy (if applicable) | First 30 Days |
| Six-Month Account Health Check | 180 Days |
| • Sample Survey | |
| • Sample Savings Template | |
| Annual Client Review | One Year |

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

Enterprise will work with NJPA to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include:

- A marketing banner on the NJPA website announcing the partnership and details
- Targeting the largest members first to maximize the impact
- Local sales teams will meet regularly with current and potential members
- Direct-mail campaign with customized fliers featuring program information

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in Google Adwords and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders such as Bobit Business Media to advertise and communicate to our niche demographic.

Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

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?

As an example, NJPA will provide Enterprise with basic sponsorship activities like below to promote any contract resulting from this RFP.

- First and foremost is a partnership that provides the appropriate access to staff to allow open dialog and collaboration among teams
- Actively promote Enterprise Fleet Management as a preferred fleet management provider through NJPA websites, conferences, newsletters, and other loyalty publications
- NJPA to provide logo in correspondence to members
- Permission for direct-mail to members through Enterprise email platform
- Provision of annual letter from NJPA president promoting the relationship with Enterprise Fleet Management
- Referral of members to Enterprise through phone, mail or email
- Provision of electronic member list on a quarterly basis (company name, address, phone number, email, etc.)

Enterprise will create a unique marketing plan to promote the NJPA program across the country. A sample marketing plan outline is below.

Sample 12-Month Marketing Plan

Advertisements

- Generic Fleet Management Advertisements
 - Enterprise and NJPA logos will be on each ad
 - Each ad will focus on fleet management awareness
 - Each ad will be formatted to be used as a 1/2-page or full-page publication

PR Editorials

- Editorials/Newsletters
 - Based on each partner's editorial calendar (provided by NJPA)
 - Articles submitted based on magazine's theme
 - Topics to correlate with advertisements

Direct Mail / Fax Communication

- Possibly send 12-month advance updates with default topics to be used in mail/fax communication
- Schedule of frequency and topics, along with samples, to be provided by our partners

Case Studies

White Papers

Presentations

Webinars

New Member Packets

Internet Content and Customized Links

- Develop these materials to be used at both the national and local levels

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.

Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

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.

Enterprise Fleet Management can provide training through a variety of methods as needed — through print materials / guides, online training materials, webinar training, or in-person meetings. This will be facilitated through the local account management team and will be customized to fit the specific needs of the NJPA member, its fleet, and drivers.

28) Describe any technological advances that your proposed products or services offer.

Customer Website

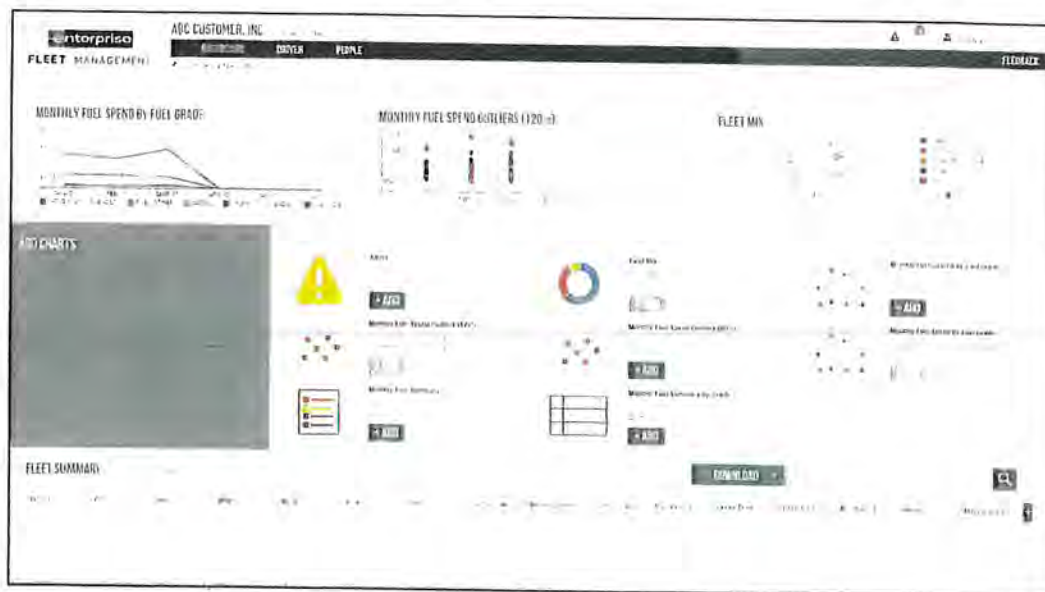
Enterprise Fleet Management's newly updated website uses a vast data warehouse to pull from millions of data records, giving our clients quick access to important vehicle information. This information is organized and consolidated into easy-to-understand, customizable views to provide your members with custom reporting, alerts, and the analytic tools they need to effectively manage their fleets.

Complete Data Visibility

- Review detailed information about recent maintenance activities
- View status of vehicle license renewals
- Access all risk management claims
- Analyze fuel breakdown through WEX data integration

Customized, Self-Service Reporting

- Develop custom reports: display, sort and filter information that is most beneficial to the company and individual roles
- Simplify complex processes with powerful vehicle descriptors by allocating internal costs, tracking costs by project codes, and understanding costs by region and vehicle type
- Perform online searches across all data fields
- Sort data by "Driver" or by "Vehicle" to view the history and assignment of all assets
- Export all information in multiple formats
- Utilize self-service features such as driver changes, vehicle descriptors, mileage and more
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization
- Utilize internal accounting and business terms to fully describe each vehicle so reporting can easily blend into your existing structures
- Set up automated alerts: maintenance, billing, registrations, lease renewals, manufacturer recalls, etc.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Customizable Dashboard

Our website features a dashboard designed to supplement our annual client review tool and analysis with day-to-day, month-over-month views of the fleet operations. The views are customizable to fit specific business needs and preferences. All day-to-day information needs can now be found in one simple dashboard view.

Mileage and Taxable Fringe Benefit Reporting

The online Mileage Reporting tool allows our customers and their drivers to track vehicle mileage by entering the current odometer reading and the amount of personal and business miles driven. These data entries can then be customized and viewed online, as well as downloaded in multiple file formats.

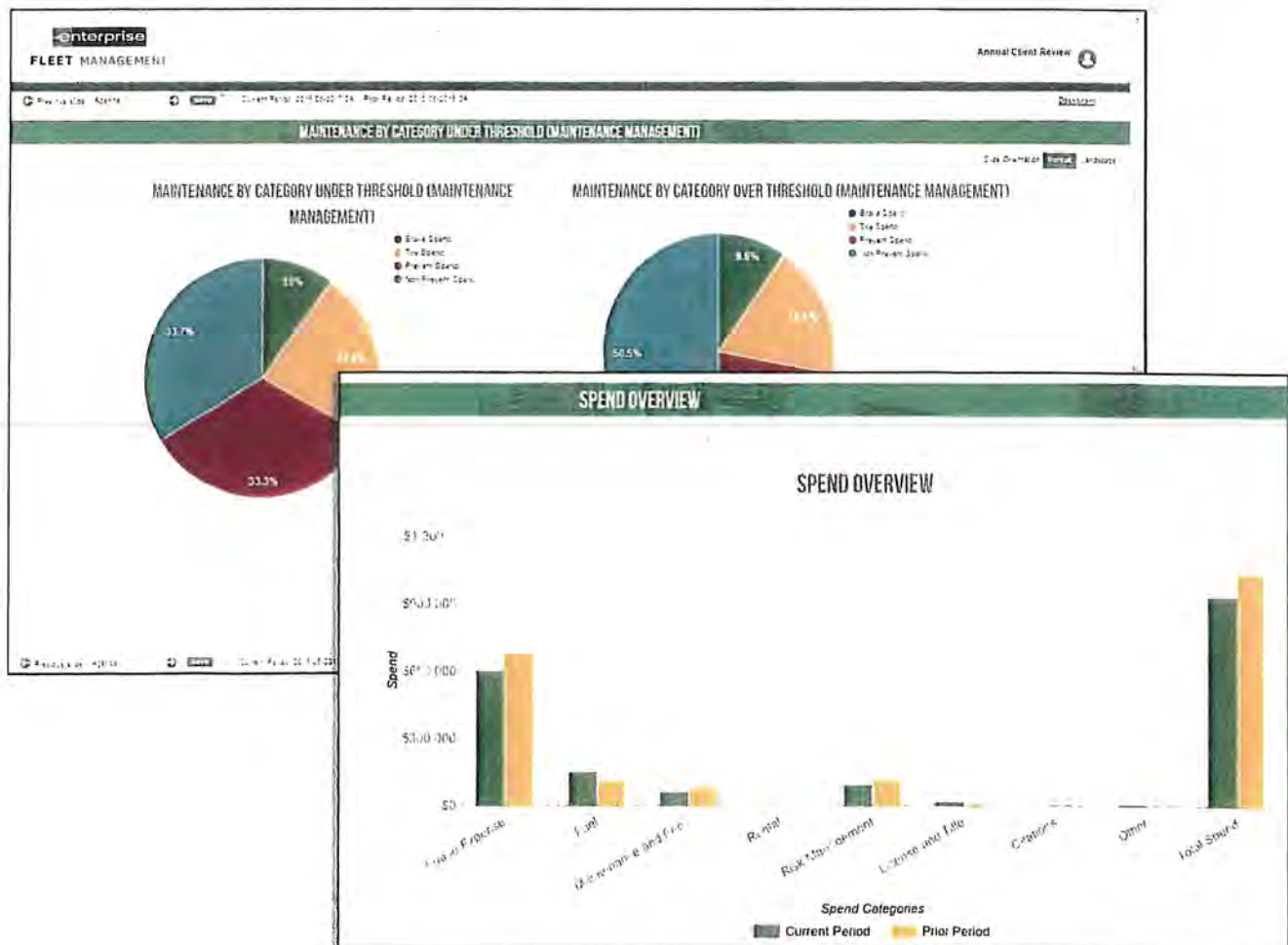
Our website now also provides our customers with detailed reporting on the Cumulative Taxable Benefit for each driver. This is based on IRS guidelines, and our website provides helpful guides and disclosures that can help each payroll department identify and track these amounts, based on vehicle data and mileage.

Integrated Fuel Data

Our fuel card program integrates with our customer website to show fuel data that can help NJPA members lower costs and identify outliers. This data is automatically pulled into the online dashboard to give our customers near real-time insight into fuel usage, costs, and MPG data.

Annual Client Review Tool

At Enterprise Fleet Management, we have created an automated, efficient review process that allows the dedicated Account Manager to quickly present a year-over-year analysis of fleet costs and operations. They will sit with each NJPA member to review the analysis, make appropriate recommendations and create a plan to help them better control and reduce their fleet operating costs.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Vehicle Selector

Enterprise will provide a vehicle selector list of best-in-class vehicles that has been expertly determined based upon cost, fuel economy, employee satisfaction and safety. The selector list will be updated on a continual basis to ensure the most efficient vehicles are being offered.

This list will allow each community to quickly and easily choose a vehicle that best fits each individual need and help them make decisions that will best reflect the overall vision for the fleet.

Monthly Vehicle Cost Analysis

This tool allows our team to provide assumptions or real data regarding current fleet vehicle costs, driver downtime, projected resale values, funding options, etc., and compare to other potential Enterprise Fleet Management solutions.

Mobile App

Enterprise Fleet Management recently released a new mobile app with enhanced features for all of our customers. The new app integrates with Enterprise's existing platforms and our customer website to ensure drivers have what they need whether they are in the office or on the road. When drivers use the app, key information and important notifications will be easily accessible 24/7.

- **Real-time alerts:** administrators can send out customized, real-time alerts regarding mileage entry, insurance, license renewals, citations, maintenance, vehicle remarketing, and more
- **Maintenance service features:** view digital maintenance cards; schedule appointments directly from the app (featuring Firestone, with more vendors to be added)
- **Messaging:** allows the customer to send messages to one or more drivers in the field
- **Status updates:** users can check on new vehicle orders; see when maintenance or repairs are completed
- **Maintenance notifications:** displays current or past-due oil change reminders and when work is completed
- **Map features:** drivers can search for the nearest fuel locations based on cost or distance; find the nearest maintenance shops, including preferred shops for faster service; and view turn-by-turn directions
- **Mileage and job tracking:** drivers can track personal vs. business mileage, make notes and track mileage for job-specific travel, and edit or correct odometer entries for accurate reporting
- **Accident reporting:** drivers can report and submit information directly to Enterprise, including photos of damage and accident details
- **Click-to-call:** includes contact information to quickly and easily reach the appropriate Enterprise contact or roadside assistance
- **Multiple vehicles:** manage multiple vehicles under a single user account

Additional features currently under development include push notifications for alerts, check-in and check-out reporting for pool vehicles, digital insurance cards and registration documents, more vendor options for scheduling maintenance appointments, and the ability to upload photos for vehicle profiles.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

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.

Managing fleet vehicle emissions can represent a key — and highly visible — component of an effective environmental stewardship effort. That is why Enterprise Fleet Management offers a set of eco-friendly programs and initiatives to help customers manage the carbon footprint of their fleets.

Vehicle Cycling/Fleet Optimization

The fundamental principle of fleet optimization is managing what you can measure. We can work with your members to manage their fleets in eco-friendly ways.

Enterprise Fleet Management can add a comprehensive environmental dimension to vehicle-cycling decisions. We have the expertise to measure:

- Improvements in fuel efficiency
- Direct and indirect remediation costs

Emerging Fuel and Engine Technologies

The latest fuel and engine technologies can help address a fleet's environmental impact in many ways. FlexFuel vehicles running on E85 fuel (a blend of 85 percent ethanol and 15 percent gasoline) or biofuels can reduce greenhouse gas emissions by up to 20 percent compared with traditional engines. Hybrid engines can deliver up to 40 percent better fuel efficiency than their counterparts that are powered by gasoline alone.

But new engine technologies have important limitations too. Some alternative fuels like E85 may not be widely available in a customer's service area. In addition, costs for acquisition, maintenance and resale can differ significantly compared with traditional vehicles. Enterprise Fleet Management offers the benefit of unmatched experience with emerging fuel and engine technologies. Today, Enterprise companies own the largest fleet of FlexFuel vehicles in the world, along with thousands of gas-electric hybrids. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.



Fleet Emission Footprint Analysis

Many fleet operators may have limited opportunities for reducing the environmental impact of the fleet, but we can help maximize the options our customers have.

Even taking steps to balance or mitigate a fleet's emissions can be a challenge — particularly if the client does not have the resources to measure the carbon footprint of the vehicles.

Enterprise Fleet Management can simplify the benchmarking process. We work in partnership with a respected provider to offer an accurate report on vehicle emissions — tailored to the fleet's unique composition and driving conditions. This data can then be used to influence fleet management choices, such as vehicle selection/replacement or the decision to participate in an emission offset program.

Offsetting Greenhouse Gas Emissions

We provide today's fleet operators with a practical means of offsetting their vehicles' greenhouse gas emissions and reducing the impact of their fleet on the environment.

Verified greenhouse gas offsets can provide an appealing option for fleet operators, who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects — such as energy from wind farms and the mining of methane gas from landfills — to remove harmful greenhouse gases from the atmosphere.

When customers opt-in to our offset program, they can help address the greenhouse gas emissions created by fleet vehicles. Furthermore, Enterprise Fleet Management, through our company's charitable foundation, will match a portion of each customer's greenhouse gas offset purchase. Collectively, the company's foundation has pledged up to \$1 million annually as part of our customer match program.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Environmental Stewardship

When a customer does business with Enterprise Fleet Management, they are partnering with a corporate family that takes environmental stewardship very seriously. Beyond our aggressive efforts to build a fuel-efficient, low-emissions fleet, we have made substantial long-term investments in systemic efforts to address environmental challenges.

These include:

- **LEED-certified “Green Building”** — to house Enterprise Fleet Management’s National Operations Center.
- **Research funding for alternative fuels** — a \$25 million grant to create the Enterprise Institute for Renewable Fuels at the Donald Danforth Plant Science Center, a renowned center with expertise in plant oils.
- **The 50 Million Tree Pledge** — a \$50 million gift that created an innovative partnership with the National Arbor Day Foundation and the U.S. Forest Service to underwrite the planting of 1 million trees a year for 50 years in national forests across the U.S., Canada, and Europe.

While we do not expect our efforts to provide a total solution, we do believe that they are making a difference. We welcome the opportunity to work in partnership with you to build a more sustainable future for our communities — and for the world.

Corporate Social Responsibility

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees

Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.

We have identified a strong network of Minority Owned Businesses (MBEs), Women Owned Businesses (WBEs), Disabled Veteran-Owned Business Enterprises (DVBES) and other socially and economically disadvantaged businesses to take part in our procurement activities nationwide. To ensure that we are sourcing business from diverse suppliers, Enterprise Holdings is an active member of a number of groups that represent these constituents, including but not limited to the following: the National Minority Supplier Development Council (NMSDC); the U.S. Hispanic Chamber of Commerce (USHCC); the U.S. Pan Asian American Chamber of Commerce (USPAAC); the Women's Business Enterprise National Council (WBENC); the Airport Minority Advisory Council (AMAC), and the National Gay and Lesbian Chamber of Commerce (NGLCC).

To ensure even greater business opportunities for minority auto dealers, Enterprise has a strong partnership with the National Association of Minority Automobile Dealers (NAMAD), which represents more than 1,500 dealerships throughout the United States. Enterprise also has supported member dealers with the General Motors Minority Dealers Association (GMMDA), and the Chrysler Minority Dealers Association (DCMDA).

Annually, our company spends more than \$6 billion with its network of diverse suppliers.

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?

At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:

- **Fleet Expertise/Experience:** Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.
- **Infrastructure:** Our local account team presence — more than 50 fleet locations nationwide — and our relationships with the manufacturers differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.
- **Total Cost of Ownership Approach:** Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.
- **Logistics:** We are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.
- **Vehicle Resale:** Our experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.
- **Physical Damage Claims and Subrogation:** As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

Enterprise Fleet Management is able to provide our full range of services to NJPA member agencies in Canada. Some geographical limitations apply to parts of Canada, and we are unable to provide services to members in remote areas. More specific details can be provided.

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.

Enterprise is willing to review and execute this if grant specifications meet our terms and conditions and allow for our Master Terms and Conditions.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____

Date: _____

6-5-2018



PROPOSER INFORMATION

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, MO, 63105

Phone: 877-233-5338

Fax: _____

Toll-Free Number: 877-233-5338

E-mail: _____

Website Address: www.efleets.com

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: Dain Giesie, AVP of Fleet Management

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

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: Same as above

Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: Same as above

Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Enterprise Fleet Management

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.

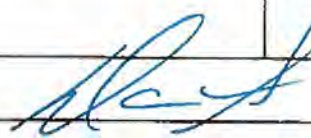
| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|--|---|------------------------------------|
| 3.17.2.1 | 5. Installation, operation and maintenance of dedicated charging and fueling stations; | Delete this number 5 in its entirety | August 9, 2018 Sourcewell* accepts |
| 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. Suggested Solutions Options include: | August 9, 2018 Sourcewell* accepts |
| 3.24 | Geographic Area to be Proposed: | Refer to Enterprise Response #20. | August 9, 2018 Sourcewell* accepts |
| 3.30.1 | Deviations from industry standards | Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined | August 9, 2018 Sourcewell* accepts |
| 3.34 | Warranty: | Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be 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. | August 9, 2018 Sourcewell* accepts |
| 3.35 | Additional Warrants: | Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only | August 9, 2018 Sourcewell* accepts |

| | | | |
|------------------|---|---|---------------------------------------|
| | | remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. | |
| 5.31 | Price Changes | Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability. | August 9, 2018 Sourcewell* accepts |
| 5.32 | Price Changes | Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability. | August 9, 2018 Sourcewell* accepts |
| 5.35 | Price Changes | Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability. | August 9, 2018 Sourcewell* accepts |
| 5.44 | SALES TAX | Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "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." | August 9, 2018 Sourcewell* accepts |
| 5.53 | Shipping | Delete this section in its entirety | August 9, 2018 Sourcewell* accepts |
| 6.19.6.2 | Printed Marketing Materials | Some EFM confidential materials may only be submitted after awarded to EFM. | August 9, 2018 Sourcewell* accepts |
| 6.19.6.3 | Contract announcements and advertisements. | Some EFM materials may only be submitted after awarded to EFM. | August 9, 2018 Sourcewell* accepts |
| 6.26 | Subcontractors: | Delete this section in its entirety – not applicable | August 9, 2018 Sourcewell* accepts |
| 7.A 7.1 – 7.6 | POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS | This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members. | August 9, 2018 Sourcewell* accepts |

| | | | |
|--------------------|--|---|---------------------------------------|
| 7.E 7.10 - 7.11 | HUB PARTNER | Utilizing a HUB partner is at the discretion of Enterprise. | August 9, 2018 Sourcewell* accepts |
| 7.F 7.12 | TRADE-INS | Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada. | August 9, 2018 Sourcewell* accepts |
| 7.H 7.14 - 7.18 | CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE | Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination. | August 9, 2018 Sourcewell* accepts |
| 7.C 7.8 | REPORTING OF SALES ACTIVITY | Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018. | August 9, 2018 Sourcewell* accepts |
| 8.C 8.12 | ASSIGNMENT OF CONTRACT | Delete this section 8.12 in its entirety | August 9, 2018 Sourcewell* accepts |
| 8.H 8.18 | FORCE MAJEURE | Delete this section 8.18 in its entirety and replace with the following language - Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default. | August 9, 2018 Sourcewell* accepts |
| 8.J 8.23 | MATERIAL SUPPLIERS AND SUB-CONTRACTORS | Delete this section 8.23 in its entirety | August 9, 2018 Sourcewell* accepts |

| | | | |
|--------------------|--|--|---------------------------------------|
| 8.Q 8.32 – 8.33 | Acquisition Threshold and Termination for Cause and for Convenience | Delete these sections 8.32 – 8.33 in their entirety – Not applicable | August 9, 2018 Sourcewell* accepts |
| 8.Q 8.35 – 8.38 | Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act | Delete these sections 8.35 – 8.38 in their entirety – Not applicable | August 9, 2018 Sourcewell* accepts |
| 8.Q 8.42 – 8.43 | Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance | Delete these sections 8.42 - 8.43 in their entirety – Not applicable | August 9, 2018 Sourcewell* accepts |
| | | | |

Proposer's Signature: _____



Date: 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.





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: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis State: Missouri Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie Title: AVP of Fleet Management

Authorized Signature:  _____
Dain Giesie
(Name printed or typed)

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. *IL 8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
7814C830E884E3
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
3F75E02BAA547448
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. IL 8-27-18

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Giersie
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

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: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: _____

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 2018

Notary Public in and for the County of St. Louis State of Missouri

My commission expires: 4-30-2022

Signature: Denise A Godar



DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14436199



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are 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?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

Form P — PROPOSER QUESTIONNAIRE cont.

- 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.**

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

- 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?**

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

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.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **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?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **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?**

All warranty coverages are provided by the applicable manufacturer.

Form P — PROPOSER QUESTIONNAIRE cont.

• What are your proposed exchange and return programs and policies?

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

Form P — PROPOSER QUESTIONNAIRE cont.

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.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

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."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

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 | | | |



Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

| | Type | Charged / Percentage | Details |
|--|---------------|----------------------|---|
| Acquisition | | | |
| Interest Rate Index Used | 3 Year T-Bill | | |
| Basis Points(ador) | | + 350 Basis Points | |
| Factory Order Vehicles | Domestic | | Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location) |
| Factory Order Vehicles | Foreign | | Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location) |
| Dealer Stock Vehicles | Domestic | | Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability |
| Dealer Stock Vehicles | Foreign | | Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability |
| % Incentives Passed to Customer | | | |
| Federal Tax Incentives | | 100% | of end user eligible incentives are passed to the member |
| State Tax Incentives | | 100% | of end user eligible incentives are passed to the member |
| Manufacture Incentives | | 100% | of end user eligible incentives are passed to the member |
| Maintenance | | | |
| Fixed Maintenance | | | Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member. |
| Occurance Maintenance | | | \$6 per month card fee per vehicle plus cost of service and parts |
| Fees | | | |
| Management Fee | | 0.10% | for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles |
| Service Charge | | \$400 | |
| Lease Termination Fee | | \$0 | Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. |
| Interim Interest | | Yes / No | Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement. How is it calculated? |
| | | NO | |
| Resale Fee | | | For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units |
| Provide fees not listed + rate | | | |
| Fuel Program: | | \$2 | per month per card |
| Physical Damage: | | \$1000 | deductable, average quoted \$40 per month per vehicle but is based on underwriting and approval |
| Accident Management: | | \$100 | per occurrence |
| Maintenance Management: | | \$6 | per vehicle per month |
| Full Maintenance: | | | Pricing based on vehicle type and anticipated miles driven over term |
| GeoTab Telematics: | | \$26 | per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge) |
| Registration Fees: | | | All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee |

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

| | Type | Charged / Percentage | Details |
|--|---------------|---|---|
| Acquisition | | | |
| Interest Rate Index Used | 3 Year T-Bill | | |
| Basis Points(adder) | | + 350 Basis Points | |
| Factory Order Vehicles | Domestic | | Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location) |
| Factory Order Vehicles | Foreign | | Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location) |
| Dealer Stock Vehicles | Domestic | | Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability |
| Dealer Stock Vehicles | Foreign | | Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability |
| % Incentives Passed to Customer | | | |
| Federal Tax Incentives | | 100% of end user eligible incentives are passed to the member | |
| State Tax Incentives | | 100% of end user eligible incentives are passed to the member | |
| Manufacture Incentives | | 100% of end user eligible incentives are passed to the member | |
| Maintenance | | | |
| Fixed Maintenance | | | Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member. |
| Occurance Maintenance | | \$6 per month card fee per vehicle plus cost of service and parts | |
| Fees | | | |
| Management Fee | | 0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles | |
| Service Charge | | \$400 | |
| Lease Termination Fee | | \$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. | |
| | | Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement. | |
| Interim Interest | | Yes / No | How is it calculated? |
| | | NO | |
| Resale Fee | | | For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units |
| Provide fees not listed + rate | | | |
| Fuel Program: | | \$2 per month per card | |
| Physical Damage: | | \$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval | |
| Accident Management: | | \$100 per occurrence | |
| Maintenance Management: | | \$6 per vehicle per month | |
| Full Maintenance: | | | Pricing based on vehicle type and anticipated miles driven over term |
| GeoTab Telematics: | | \$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge) | |
| Registration Fees: | | | All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee |



Form P — PROPOSER QUESTIONNAIRE cont.

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.

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

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.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

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.

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

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.

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

Form P — PROPOSER QUESTIONNAIRE cont.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

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.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

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.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

| | |
|---|--------------------|
| Deliveries to Qualified Members (August 1 to July 31) | \$100 per delivery |
|---|--------------------|

Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

Form P — PROPOSER QUESTIONNAIRE cont.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

Form P — PROPOSER QUESTIONNAIRE cont.

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

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.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

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.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: _____

Date: 6-5-2018





STAFF REPORT
2/12/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No 1155 approving the La Entrada Development Agreement (DA) – First Amendment to extend the milestone dates for commencement of grading and construction activities for an additional five years, and to amend provisions in the Development Agreement for affordable housing and to make conforming amendments. PSAV, LLC and LLSE Holdings LLC, Co-Applicants. (*First Reading*)

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, the attached Resolution No. 1155 approving the La Entrada Development Agreement – First Amendment allowing for additional time to commence construction activities and to amend the provisions for affordable housing.

EXECUTIVE SUMMARY:

The La Entrada master-planned community is a proposed development on approximately 2,200 acres of vacant land located on the south side of the I-10 Freeway, east of the All-American consisting of up to 7,800 homes and 1.5 million square feet of mixed-use/commercial uses, open space and common area lots. La Entrada Development Agreement outlines the developer's obligations for commencement of construction and timing of improvements, fee credits and financing of public improvements, and related City and Applicant responsibilities. The First Amendment to the La Entrada Development Agreement is proposed by the owner/developer in order to extend the milestone dates for commencement of grading and construction activities for an additional five years, and to amend the provisions in the Development Agreement regarding affordable housing, and making conforming amendments.

BACKGROUND:

Sections 65864-65869 of the California Government Code provide a framework for the creation, drafting and processing of development agreements in all jurisdictions in the State. The Government Code specifies certain requirements of a development agreement including: periodic (at a minimum annual) review of the agreement, the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

On June 11, 2014 the City Council approved Ordinance No. 1067 which authorized the La Entrada Development Agreement (“DA”) between the City of Coachella and PSAV, LLC and LLSE Holdings, LLC. This agreement vested the previously-approved entitlements pursuant to the “La Entrada Specific Plan and Environmental Impact Report (EIR)” project for 15 years including three 5-year term extensions. The DA grants the City and the owner/developer certain benefits and obligations related to the phased development of the La Entrada Community which will allow up to 7,800 dwelling units and 1.5 million square feet of mixed use/commercial development on 2,200 acres.

The Planning Commission reviewed the La Entrada Development Agreement - Amendment #1 on December 4, 2019 and recommended to the City Council approval of the proposed request. The Commission was pleased with the developer’s commitment to providing additional affordable housing for the community, and inquired as to the status of the project.

DISCUSSION/ANALYSIS:

On July 31, 2019, the City Council gave staff direction to work with the La Entrada Specific Plan developer regarding the owner’s request for first amendment to the Development Agreement, and to negotiate an increase in the amount of affordable housing units for the overall project, as outlined in Section 13.3 of the DA which currently reads as follows:

“13.3 Affordable Housing. Prior to or concurrent with the submittal of the first Master Tentative Map, an affordable housing plan must be submitted to, and approved by, the City that provides for the following:

- 1. A minimum of five hundred (500) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions of Section 26 herein:*
 - i. Two hundred forty (240) affordable dwelling units must be identified and constructed within the first two (2) phases of the La Entrada Project; Phase 1 will contain a minimum of one hundred fifty (150) affordable dwellings units and Phase 2 will contain the balance of ninety (90) affordable dwelling units; and*
 - ii. Two hundred sixty (260) affordable dwelling units must be identified and constructed within the remaining three (3) phases of the La Entrada Project.*

Affordable housing, as that term is used in this Agreement, shall include, but not be limited to, housing for low-income residents, seniors, veterans, and the disabled. The affordable dwelling units will be evenly distributed within the mixed-use, high-density residential and medium-density residential land use designations of the La Entrada Specific Plan.

The maximum sales or rental rates for the affordable units shall not exceed the maximum levels established by the City of Coachella consistent with the provisions of the Housing Element and State law.

All affordable housing units in La Entrada shall remain restricted to the corresponding income households for a minimum of thirty (30) years through a restrictive covenant, unless otherwise specified by State law or the City's density bonus provisions contained in Chapter 17.88 of the City's Municipal Code."

Requested Amendments:

The owner/developer has requested the following changes to the milestone obligation timelines in Section 13.1 of the DA, to extend them by five years, as highlighted below.

§13.1 In order to preserve and maintain the provisions of this Agreement, Landowner must commence Construction on the Project within ~~five (5)~~ ten (10) years from the Effective Date of the Agreement. For purposes of this section, "Construction" is defined as any one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction either on-site or off-site for the project.

Notwithstanding any other provisions of this Agreement, Landowner shall be required to perform the following additional construction obligations:

- a. A minimum of eight hundred (800) Units shall receive certificates of occupancy within the ~~first ten (10)~~ fifteen (15) years of the Effective Date.*
- b. A minimum of fifty thousand (50,000) square feet of commercial or retail uses, including at least one grocery store, shall be constructed and occupied within the first ~~ten (10)~~ fifteen (15) years of the Effective Date.*
- c. A minimum of 140 hotel or motel rooms shall be constructed and available for reservations within the first fifteen (15) ~~twenty (20)~~ years of the Effective Date.*

Staff has included the above amendments in the DA – First Amendment document attached to this staff report. Additionally, staff has included a clarifying sentence in the above section to read as follows:

“Landowner must have an approved Master Tentative and approved and recorded Master Final Map for that phase prior to the start of any Construction.”

Negotiated Amendments – Affordable Housing:

As previously stated, staff was directed by City Council to increase the amount of affordable housing that is currently required under the La Entrada DA. After numerous discussion meetings and exchanges between the owner and city staff, the following show the proposed changes to the affordable housing provisions, including some minor changes to the implementation of the affordable housing plan for the project.

§13.3 Affordable Housing. *Prior to or concurrent with the submittal approval of the first Master Tentative Map, an affordable housing plan must be submitted to, and approved by, the City Council that provides for the following:*

1. *A minimum of five hundred (500) one thousand (1,000) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions of Section 26 herein:*
 - (i) *Four hundred eighty (480) Two hundred forty (240) affordable dwelling units must be identified and constructed within the first two (2) phases of the La Entrada Project; Phase 1 will contain a minimum of one hundred fifty (150) three hundred (300) affordable dwellings units and Phase 2 will contain the balance of ninety (90) one hundred eighty (180) affordable dwelling units; and*
 - (ii) *Five hundred twenty (520) Two hundred sixty (260) affordable dwelling units must be identified and constructed within the remaining three phases of the La Entrada Project.*

Additionally, staff has included the following paragraph to provide more specificity regarding implementation of the required Affordable Housing Plan:

Prior to the issuance of the first building permit for any phase, Landowner must have an approved Builder's Tentative and approved and recorded Builder's Final Map for that phase and the City Planning Director shall approve the specific method of implementation of affordable housing in furtherance of the City Council approved affordable housing plan for that phase.

Conforming Amendments – Minor Changes:

In addition to the amendments explained above, staff has included some conforming amendments that require the developer to pay the current DA Fees, as specified in the Municipal Code (which were not in place when the original project was approved). All affordable housing projects are exempt from the one-time DA Fee that is assessed at the time that a building permit is issued. Secondly, there is a conforming amendment adding a 5% transfer and assignment fee, to make up for the time value of money that is being created by the additional 5 years of delay in construction milestones.

Five-Year DA Term Extension:

Section 8.3 of the La Entrada DA includes a clause that allows the owner to request up to three five-year term extensions on the DA, with a written request to City Council who may grant the extension provided the owners are not in default of the Agreement. The owners have submitted a written request indicating they are seeking a five-year term extension on the overall DA and that this was a consideration in their willingness to negotiate the added affordable housing for the project. Currently the DA term does not run out until July 2029 and the owners could request this term extension at any time. In any case, if the City Council is inclined to grant the first 5-

year term extension, staff will bring back the item at the next City Council meeting for final approval.

ENVIRONMENTAL REVIEW:

The La Entrada Specific Plan, previously approved by the City on November 13, 2013 subject to conditions of approval, proposes the development of a master-planned community in the northeastern portion of the City on approximately 2,200 acres. The Specific Plan includes a mix of residential, commercial, open space, education, and recreational uses, as well as associated infrastructure to support buildout of the Specific Plan. An Environmental Impact Report (EIR) for the La Entrada Specific Plan was also certified on November 13, 2013 (SCH #2012071061), which analyzed the environmental impacts from development of the Specific Plan and imposed mitigation measures.

The City and property owner (“Owner”) first entered into a Development Agreement on July 25, 2014, to facilitate the development of the La Entrada Project, consisting of the construction of 7,800 single and multi-family units, commercial, retail and offices uses and community/public facilities within the Specific Plan area. On May 22, 2019, the Owner requested an amendment to the La Entrada Development Agreement (“Amendment”) for an additional five (5) years to commence construction on the project.

The Amendment is a minor timing correction that does not modify the Project or the mitigation measures contained in the certified EIR. Specifically, the mitigation measures (such as those related to traffic) are required prior to approval of a Tentative Map for each phase, which doesn’t conflict with the new terms in the Development Agreement, as the Amendment requires an approved Master Tentative and Master Final map prior to the start of any Construction. The Amendment revises the timing of the conditions of approval for the Specific Plan to from “prior to or concurrent with submittal of a Master Tentative Map” and “prior to or concurrent with submittal of a Builder’s Tentative Map or Commercial Map” to “prior to or concurrent with approval of a Master Tentative Map” and “prior to or concurrent with approval of a Builder’s Tentative Map or Commercial Map”. The amendment does not affect the conditions themselves. Where mitigation contained in the conditions of approval requires studies be completed, such as traffic studies, the conditions already contain language that they be prepared “prior to or concurrent with approval.”

Accordingly, no new information of substantial importance exists under Public Resources Code 21166 or State CEQA Guidelines 15162 showing that any new or substantially increased significant impacts would arise from the Amendment. The Amendment extends the timing for the commencement of construction by five years and increases the number of affordable dwelling units without increasing the total number of units to be constructed. The Amendment does not modify the Project or change the significance conclusions of the previously certified EIR and no new mitigation is required as a result of the Amendment. Therefore, no further CEQA review is required.

ALTERNATIVES:

1. Introduce for first reading, by title only, Ordinance No. 1155 approving the La Entrada DA – First Amendment
2. Make findings to recommend denial of the La Entrada DA – First Amendment request.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

The La Entrada Development Agreement (DA) is a complex land entitlement that granted mutual benefits, and imposed mutual obligations, between the City and the Owner, over a 25-30 year period. The fiscal impacts are numerous and difficult to quantify. Some of the major mutual benefits and obligations that have a fiscal impact on the City are as follows:

- 1) The DA will require all future homebuilders to pay the City a \$2,500 “Development Agreement” fee at the time of issuance of a Certificate of Occupancy. This will provide up to \$19.5 million of General Fund revenues over the life of the project.
- 2) The DA will require the City to freeze all Development Impact Fees for the first 2,000 dwelling units of the project. These fees would be based on the City’s updated nexus study expected in 2020 and will affect Phases 1 and 2 of the project. Depending on the level of construction activity for the project, the City may be put in a position of collecting the 2020 fees even after a post-2020 nexus study is in place.
- 3) The DA commits the City to facilitate the creation of Community Facility Districts to issue bonds that will pay for the City’s General Government Facilities component of the development impact fees. The City will collect \$4.75 million as part of the 1st series of financing districts. The City will then collect the remaining \$4.75 million as part of the subsequent series of financing districts. These financing districts are anticipated to be completed during the first phases of construction of each of the three villages (Central, Gateway, and Hillside), as these funds will be used for backbone infrastructure.
- 4) Any transfer, sale or assignment that involves the sale of less than 1,000 lots will require the transferring party to pay the City a fee of \$5,000. Any transfer, sale or assignment that involves 1,000 to 2,500 lots will require the transferring party to pay the City a fee of \$25,000. Any transfer, sale or assignment that involves the sale of more than 2,500 lots will require the transferring party to pay the City a fee of \$50,000. Therefore, land investor and resale activity will have positive fiscal effects for the City.

Overall, staff believes the La Entrada DA is a fair agreement that provides positive fiscal impacts with adequate risk protection for the City, while providing the developer with the certainty of entitlements, adequate city services, and development incentives to make the project a success.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachments: Ordinance No. 1155 (1st Reading)
Exhibit A - La Entrada DA (First Amendment)

ORDINANCE NO. 1155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A FIRST AMENDMENT OF THE LA ENTRADA DEVELOPMENT AGREEMENT TO MODIFY MILESTONE DATES FOR COMMENCEMENT OF CONSTRUCTION AND TO INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS FOR THE 2,200-ACRE LA ENTRADA SPECIFIC PLAN PROJECT LOCATED ON THE SOUTH SIDE OF THE I-10 FREEWAY, EAST OF THE ALL-AMERICAN CANAL AND NORTH OF AVENUE 52. PSAV, LLC., APPLICANT. (1st Reading)

WHEREAS, the Coachella City Council of the City of Coachella (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 et seq., the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, PSAV, LLC, a Delaware limited liability company filed an application for a Development Agreement in conjunction with the La Entrada Specific Plan and EIR Project which allows for the phased development of a 2,200-acre master planned community consisting of up to 7,800 dwelling units and 1,510,879 square feet of retail and office commercial and approximately 720 units of high density residential, located on the south side of the I-10 Freeway, east of the All-American Canal, and north of Avenue 52 (“Project); and,

WHEREAS, in order to obtain a greater degree of certainty as to the Applicant’s ability to expeditiously and economically develop the Project and provide the City with various public benefits, applicant has duly filed an application for a Development Agreement in accordance with the State of California’s Development Agreement Statute (California Government Code Sections 65864 – 65869.5).

WHEREAS, the La Entrada Development Agreement was recommended for approval by the Coachella Planning Commission on May 21, 2014 and the City Council approved the La Entrada Development Agreement on June 11, 2014; and,

WHEREAS, PSAV, LLC is the fee owner of the real property in question located within the City of Coachella, County of Riverside, State of California and filed a request for Development Agreement Amendment in order to modify milestone dates for commencement of construction and to increase the number of affordable housing units

for the 2,200-acre La Entrada Specific Plan; and,

WHEREAS, the Coachella Planning Commission recommended approval of the La Entrada Development Agreement (First Amendment) on December 4, 2020 at a duly noticed public hearing where the public was afforded an opportunity to testify; and,

WHEREAS, the Coachella City Council held a duly noticed public hearing on January 22, 2020 to consider the La Entrada Development Agreement (First Amendment) and the public was afforded an opportunity to testify; and,

WHEREAS, in compliance with the requirements of the California Environmental Quality Act (“CEQA”), the City Council approved Resolution No. 2013-53 certifying a Program Environmental Impact Report for the La Entrada Specific Plan project on November 13, 2013; and,

WHEREAS, the City Council makes the following findings:

A. The Development Agreement (First Amendment) is consistent with the objectives, policies, general land uses and programs specified in the City’s general plan for the Specific Plan District designation of the subject site.

B. The Development Agreement (First Amendment) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located in that there are no uses proposed that are in conflict with the approved La Entrada Specific Plan.

C. The Development Agreement (First Amendment) is in conformity with the public necessity, public convenience, general welfare and good land use practices which includes the development of a phased master-planned community with public infrastructure, schools, neighborhood serving commercial and open space with trails and transportation linkages providing a high quality of life.

D. The Development Agreement (First Amendment) will not be detrimental to the health, safety and general welfare in that the orderly development of the project would be a beneficial use of the existing native desert hillside terrain providing economic development opportunities, affordable housing opportunities, and an enhanced tax base and employment base for the City of Coachella.

E. The Development Agreement (First Amendment) will not adversely affect the orderly development of property or the preservation of property values in that there are no sensitive uses in or near the subject site that would otherwise be affected by the development of the project.

F. The Development Agreement (First Amendment) will have a positive fiscal impact on the city based on the approved fiscal impact study that is a part of the approved La Entrada Development Agreement.

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

SECTION 1. Incorporation of Recitals. The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the proposed La Entrada Development Agreement – First Amendment is in the public interest and in keeping with the City’s General Plan goals and objectives.

SECTION 2. La Entrada Development Agreement – First Amendment. The City Council, in light of the whole record before it, including but not limited to the recommendation of the Planning Commission and Development Services Director as provided in the Staff Report dated February 12, 2020 and documents incorporated therein by reference and any other written and oral evidence within the record or provided at the public hearing of this matter, hereby recommends that the City Council approve the La Entrada Development Agreement (First Amendment), attached hereto as Exhibit “A”.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 6. CEQA. On November 13, 2013, as part of the original approvals for the La Entrada project and La Entrada Specific Plan, the City Council of the City of Coachella approved Resolution No. 2013-53 certifying the Final Program Environmental Impact Report prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) along with specific findings and a statement of overriding considerations. The proposed Development Agreement Amendment does not result in any new environmental effects that were not previously analyzed as part of the original project. As such, no new environmental review is required. because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED and ADOPTED this ____th day of February, 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1109 was duly and regularly introduced at a meeting of the City Council on the 12th day of February, 2020, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the ___th day of February, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

**FIRST AMENDMENT TO THE
LA ENTRADA DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE LA ENTRADA DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into as of _____, 2020~~19~~ (“Agreement Date”) by and between the CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California (“City”), and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New Jersey limited liability company (collectively “Owner”). City and Owner are referred to individually as “Party,” and collectively as the “Parties.”

RECITALS

A. On July 25, 2014, the Parties made and entered into a Development Agreement (the “La Entrada Development Agreement”) for the construction of 7,800 single and multi-family units, commercial, retail and offices uses and community/public facilities, on approximately 2,200 acres located immediately south of and adjacent to I-10 and east of the Coachella Branch of the All American Canal.

B. On May 22, 2019, the Owner requested an amendment to the La Entrada Development Agreement for an additional five (5) years to commence construction on the project as set forth in Section 13.1.

C. The City is willing to grant Owner an additional five (5) years to commence construction on the project so long as there is an increase in affordable housing units, the Development Agreement Fee is updated to reflect the City’s current municipal code, and transfer, sale, and assignment fees are increased by five (5) percent.

Except as specifically set forth herein, all other terms and conditions of the La Entrada Development Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Owner agree as follows:

AGREEMENT

1. The following language of Paragraph 3.36 is amended:

“FIA” is defined in Section 13.8.2.

shall be amended to read:

“FIA” is defined in Section 13.9.2.

2. The following language of Paragraph 5 is amended:

Landowner Representations and Warranties. The Landowner is PSAV, LLC and LLSE Holdings, LLC. For purposes of this Agreement, the Landowner’s office address is: c/o New West Communities, 5055 West Patrick Lane #101, Las Vegas, Nevada 89118.

shall be amended to read:

Landowner Representations and Warranties. The Landowner is PSAV, LLC and LLSE Holdings, LLC. For purposes of this Agreement, the Landowner's office address is: c/o New West Communities, 5055 West Patrick Lane #105, Las Vegas, Nevada 89118.

3. The following language of Paragraph 13.1 is amended:

Construction Milestones. In order to preserve and maintain the provisions of this Agreement, Landowner must commence Construction on the Project within five (5) years from the Effective Date of the Agreement. For purposes of this section, "Construction" is defined as any one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction either on-site or off-site for the Project.

Notwithstanding any other provisions of this Agreement, Landowner shall be required to perform the following additional construction obligations:

- a. A minimum of eight hundred (800) Units shall receive a certificate of occupancy within the first ten (10) years of the Effective Date.
- b. A minimum of fifty thousand (50,000) square feet of commercial or retail uses, including at least one grocery store, shall be constructed and occupied within the first ten (10) years of the Effective Date.
- c. A minimum of 140 hotel or motel rooms shall be constructed and available for reservations within the first fifteen (15) years of the Effective Date.

Fiscal Reviews of the Project will be performed as further discussed in Section 13.11. If the Fiscal Reviews determine the results of the FIA show a net annual deficit, Master Developer Funding may be required as discussed in Section 13.11.

shall be amended to read:

Construction Milestones. In order to preserve and maintain the provisions of this Agreement, Landowner must commence Construction on the Project within ten (10) years from the Effective Date of the Agreement. Landowner must have an approved Master Tentative and approved and recorded Master Final Map for that phase prior to the start of any Construction. For purposes of this section, "Construction" is defined as any one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction either on-site or off-site for the Project.

Notwithstanding any other provisions of this Agreement, Landowner shall be required to perform the following additional construction obligations:

- a. A minimum of eight hundred (800) Units shall receive a certificate of occupancy within the first fifteen (15) years of the Effective Date.

- b. A minimum of fifty thousand (50,000) square feet of commercial or retail uses, including at least one grocery store, shall be constructed and occupied within the first fifteen (15) years of the Effective Date.
- c. A minimum of 140 hotel or motel rooms shall be constructed and available for reservations within the first twenty (20) years of the Effective Date.

Fiscal Reviews of the Project will be performed as further discussed in Section 13.12. If the Fiscal Reviews determine the results of the FIA show a net annual deficit, Master Developer Funding may be required as discussed in Section 13.12.

4. The following language of **Paragraph 13.3** is amended:

Affordable Housing. Prior to or concurrent with the submittal of the first Master Tentative Map, an affordable housing plan must be submitted to, and approved by, the City Council that provides for the following:

- 1. A minimum of five hundred (500) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions of Section 26 herein:
 - (i) Two hundred forty (240) affordable dwelling units must be identified and constructed within the first two (2) phases of the La Entrada Project; Phase 1 will contain a minimum of one hundred fifty (150) affordable dwellings units and Phase 2 will contain the balance of ninety (90) affordable dwelling units; and
 - (ii) Two hundred sixty (260) affordable dwelling units must be identified and constructed within the remaining three phases of the La Entrada Project.

shall be amended to read:

Affordable Housing. Prior to or concurrent with the approval of the first Master Tentative Map, an affordable housing plan must be submitted to, and approved by, the City that provides for the following:

- 1. A minimum of one thousand (1,000) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions of Section 26 herein:
 - (i) Four hundred eighty (480) affordable dwelling units must be identified and constructed within the first two (2) phases of the La Entrada Project; Phase 1 will contain a minimum of three hundred (300) affordable dwellings units and Phase 2 will contain the balance of one hundred eighty (180) affordable dwelling units; and
 - (ii) Five hundred twenty (520) affordable dwelling units must be identified and constructed within the remaining three phases of the La Entrada Project.

Prior to the issuance of the first building permit for any phase, Landowner must have an approved Builder's Tentative and approved and recorded Builder's Final Map for that phase and the City Planning Director shall approve the specific method of implementation of affordable housing in furtherance of the City Council approved affordable housing plan for that phase.

5. The following language of **Paragraph 13.8** is amended:

Development Agreement Fee. Upon issuance of a certificate of occupancy for a Unit within the Project, Owner shall pay to the City a one-time Development Agreement Fee of Two Thousand Five Hundred Dollars (\$2,500.00) for that Unit as set forth below:

A development agreement fee shall be imposed on all new privately-constructed buildings subject to a city building permit on properties affected by a development agreement as a condition for issuance of said building permit. The development agreement fee shall be calculated as two percent of the construction project valuation of the new building, as determined by the city's building official at the time the building permit is issued.

shall be amended to read:

Development Agreement Fee. Upon issuance of a certificate of occupancy for a Unit within the Project, Owner shall pay to the City the applicable Development Agreement Fee pursuant to Section 17.100.030 of the City's Municipal Code as written on the Agreement Date as set forth below:

A development agreement fee shall be imposed on all new privately-constructed buildings subject to a city building permit on properties affected by a development agreement as a condition for issuance of said building permit. The development agreement fee shall be calculated as two percent (2%) of the construction project valuation of the new building, as determined by the city's building official at the time the building permit is issued.

Affordable dwelling units shall be exempt from the Development Agreement Fee.

6. The following language of **Paragraph 13.10** is amended:

Funding for Permanent Fire Station. Upon issuance of the 1st building permit, the Master Developer shall provide a bond to the City sufficient to secure construction of a permanent fire station within the Project at a time as required by the fire department. The amount of the bond shall be determined based on the costs for a permanent facility as outlined in the then-current City's Fee Nexus Study. Compliance with the requirements contained in Section 13.9 and provision of the bond outlined in this Section constitutes full satisfaction of the Fire Facilities portion of the Project's Development Impact Fee.

shall be amended to read:

Funding for Permanent Fire Station. Upon issuance of the 1st building permit, the Master Developer shall provide a bond to the City sufficient to secure construction of a permanent fire station within the Project at a time as required by the fire department. The amount of the bond shall be determined based on the costs for a permanent facility as outlined in the then-current City's Fee Nexus Study. Compliance with the requirements contained in Section 13.9 and provision of the bond outlined in this Section constitutes full satisfaction of the Fire Facilities portion of the Project's Development Impact Fee.

7. The following language of **Paragraph 23.1(3)** is amended:

3. Concurrent with any transfer, sale, or assignment pursuant to this Section, the transferring, selling or assigning party shall be obligated to pay the City a fee for such transfer, sale or assignment based on the following requirements:

(i) If the transfer, sale or assignment is from one Master Developer to another, or involves more than 2,500 lots, the amount of the fee shall be Fifty Thousand Dollars (\$50,000) ;

(ii) If the transfer, sale or assignment involves the sale of 1,000-2,500 lots, the amount of the fee shall be Twenty Five Thousand Dollars (\$25,000) ; or

(iii) If the transfer, sale, or assignment involves the sale of less than 1,000 lots, the amount of the fee shall be Five Thousand Dollars (\$5,000) .

(iv) A final sale of a Unit to an end user, or a final sale of a commercial lot to an end user, shall not be assessed a fee pursuant to this Section.

shall be amended to read:

3. Concurrent with any transfer, sale, or assignment pursuant to this Section, the transferring, selling or assigning party shall be obligated to pay the City a fee for such transfer, sale or assignment based on the following requirements:

(i) If the transfer, sale or assignment is from one Master Developer to another, or involves more than 2,500 lots, the amount of the fee shall be Fifty Thousand Dollars (\$50,000) plus an additional five (5) percent thereof;

(ii) If the transfer, sale or assignment involves the sale of 1,000-2,500 lots, the amount of the fee shall be Twenty Five Thousand Dollars (\$25,000) plus an additional five (5) percent thereof; or

(iii) If the transfer, sale, or assignment involves the sale of less than 1,000 lots, the amount of the fee shall be Five Thousand Dollars (\$5,000) plus an additional five (5) percent thereof.

(iv) A final sale of a Unit to an end user, or a final sale of a commercial lot to an end user, shall not be assessed a fee pursuant to this Section.

8. The following language of the heading in Exhibit F “Conditions of Approval” at Page 5 is amended:

Prior to or concurrent with submittal of a Master Tentative Map

shall be amended to read:

Prior to or concurrent with approval of a Master Tentative Map

9. The following language of the heading in Exhibit F “Conditions of Approval” at Page 6 is amended:

Prior to or concurrent with submittal of submittal a Builder’s Tentative Map or Commercial Map

shall be amended to read:

Prior to or concurrent with approval of a Builder’s Tentative Map or Commercial Map

10. Counterparts: This First Amendment may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

11. Authority: Each party to this First Amendment represents and warrants that the person or persons executing this First Amendment on such party’s behalf has the authority to bind his or her respective Party and that all necessary board of directors’, shareholders’, partners’, city councils’, or other approvals have been obtained.

12. The following language of Paragraph 31. “Notice” at page 47 is amended as follows:

Landowner: PSAV, LLC
LLSE Holdings, LLC
c/o New West Communities
5055 West Patrick Lane #101
Las Vegas, NV 89118

With a copy To: Lewis Brisbois Bisgaard & Smith, LLP
Attn: Kelly M. Alhadeff-Black
One Ridgeway Drive, Suite 245
Temecula, CA 92590

shall be amended to read:

Landowner: PSAV, LLC
LLSE Holdings, LLC
c/o Lighstone Group
Attn: Joseph Teichman
1985 Cedar Bridge, Ste. 1
Lakewood, NJ 08701

**With a copy
To:**

**Gresham Savage
Attn: Jonathan Shardlow
550 E. Hospitality Lane, Ste. 300
San Bernardino, CA 92408**

IN WITNESS WHEREOF, City and Owner have executed this Development Agreement as of the date first set forth above.

OWNER:

PSAV LLC,
a Delaware limited liability company, and
LLSE Holdings LLC,
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

CITY:

CITY OF COACHELLA,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTESTATION:

By: _____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney



STAFF REPORT
2/12/2020

TO: Honorable Mayor and City Council Members
FROM: Luis Lopez, Development Services Director
SUBJECT: Coachella Travel Center

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

STAFF RECOMMENDATION:

Based on new information presented herein, and any new information that may be received during the public hearing, staff is recommending that the City Council continue this item for a minimum of 60-90 days to allow a Traffic Impact Analysis to be prepared by a Traffic Engineer (including an analysis of tractor trailer / emergency response vehicle circulation, and circulation limitations caused by weight restriction limits posted at the existing Dillon Road Bridge) and engineering analysis of public water and sewer improvements necessary for the project.

EXECUTIVE SUMMARY:

This item was continued from the December 11, 2019 and January 22, 2020 public hearings. The City Council previously raised traffic concerns with the project, as a result of the following issues:

- 1) Inadequacy of the traffic analysis discussed in the CEQA Initial Study/Mitigated Negative Declaration document in light of existing substandard conditions at the intersection of Avenue 50 and Tyler Street, near the project entry and the need for a traffic impact analysis to be prepared by a licensed traffic engineer.
- 2) Seasonal flooding issues that result in closure of Avenue 50 at the Whitewater Channel immediately adjacent to the main entrance into the property and the proposed project. (Note: In addition to seasonal flooding at the Whitewater Channel, the City's draft stormwater master plan identifies seasonal flooding at Avenue 50 and Kenmore Street and Frederick Street which are located west of Cesar Chavez Street).
- 3) The State of California Department of Transportation (Caltrans) performed a load rating analysis on the Dillon Road Bridge at the Whitewater Channel. The Bridge Inspection Report required posting weight restriction limits signs for truckers to use alternate routes. Meanwhile, the Dillon Road Bridge has been posted with said safety concerns and a public hearing will be scheduled shortly. The City is working with Caltrans and the Dillon Road Joint Powers Authority (JPA) in applying for funding for a bridge replacement project. The process to obtain funding, design, and construction for bridge replacement is a lengthy process. Due to the structure integrity being in poor condition, the potential for a future closure of Dillon Road between the 86 Expressway and Avenue 48 may be necessary.

In addition to the above items, the City Engineer has recommended that because public sewer and water improvements for the project will require extensive off-site improvements, preparation and review of conceptual-level engineering plans and analyses be submitted for review prior to final decision actions for the project.

UPDATE:

Staff has had an opportunity to meet and confer with CEQA consultant Kaitlyn Dodson, who will be available at the public hearing to answer questions regarding the transportation/circulation analysis prepared in the Initial Study/ Mitigated Negative Declaration. Additionally, staff has had further discussions with the City Engineer regarding existing traffic congestion issues at the intersection of Avenue 50, Tyler Street, and the 86 Expressway, and necessary public sewer and water improvements, and staff has an update with additional recommendations discussed below. The Fire Department has further stated that until the traffic study is completed, they cannot make a finding of compliance with the California Fire Codes for the project.

CEQA Consultant's review of Transportation/Circulation and related issues in CEQA Document:

The City Council inquired about how the traffic analysis that feeds the CEQA Mitigated Negative Declaration was prepared, and inquired about why a traffic impact analysis was not prepared. The City's CEQA consultant prepared a desk-top analysis using a trip generation manual, compared traffic impacts to assumed traffic impacts based on the City's General Plan, and considered level-of-service analysis based on a buildout scenario.

The decision to not prepare a traffic study was based on discussions in December 2018 between City staff, the applicant, and Todd Dodson Associates staff. It was agreed to utilize the data in the City's recently-adopted City General Plan which contained a comprehensive traffic study to support build out of the City. Based upon the estimated trip generation (estimated to be 3,040 trips per day, utilizing data gathered from similar projects to reach this number) and the capacity of the affected roadways as the City is built-out, it was agreed that an evaluation using the General Plan Circulation Element and Traffic Study would be adequate. As events transpired, this may not have been the best decision. The traffic data clearly demonstrates that there will be no significant circulation impacts with the City requiring additional specific data and design input/requirements from the Applicant to address adjacent roadway improvements. However, this is premised upon the Mobility Element's street sections for ultimate right-of-way dedications to widen the adjoining streets. This would require widening Avenue 50 into a 4-lane "Primary Arterial" with center median/turn lane, and making Tyler Street a 4-lane "Collector" with turn lane.

The City Council raised the issue about whether consideration should be given to seasonal flooding that occurs on the Whitewater Channel causing Avenue 50 to be closed, and leaving a single point of access road from the 86 Expressway for ingress and egress into the project. Additionally, the recent Cal-Trans safety report showing a very poor structural rating for the Dillon Road bridge is of concern because this may cause a future road closure for traffic along Dillon Road, and traffic may divert traffic towards Avenue 50 in order to get onto the 86 Expressway near the project site. In order to address these questions the CEQA Consultant would need a substantial amount of time to acquire the data necessary to respond. As such, there will not be an informed response to address these items beyond creating specific conditions of approval that would apply to the project's fair share contribution to improving the Dillon Road bridge and improving the roadways such that roadway flooding is minimized at Avenue 50. Another way to address the flooding may be to mandate a specific alternative route to the site if possible (although this may be impossible given the Project's location).

City Engineer's review of need for Traffic Impact Analysis, Traffic Circulation, and conceptual level public sewer and water plans and analyses:

The Engineering Department crafted its original recommended conditions of approval based on an understanding that Avenue 50 would connect to the 86 Expressway via a future interchange. As such, the conditions were modified or stricken at the Planning Commission meeting (condition #39 was modified and condition #48 was stricken because they do not work with the concept of considering this development without the proposed interchange/bridge).

Because the General Plan assumes a direct connection between Avenue 50 and CA 86 Expressway (not through Tyler Street as it currently exists), there are existing traffic congestion issues that have not been adequately analyzed, if a highway interchange and grade separation were to not be constructed. The north-south leg of Tyler Street would need to be improved to the same standard as Avenue 50 with a fully-improved intersection between that leg and Avenue 50. The turning movements into and out of the project site do not work under the current L-Shaped connection at Avenue 50 and Tyler Street which has no traffic signal or stop signs. This knuckle intersection is located immediately adjacent to the sloping East Bank of the

Whitewater Channel which further complicates the ability to widen these streets to their ultimate right-of-way.

The General Plan's Mobility Element requires Avenue 50 (between Grapefruit Boulevard and 86 Expressway) to be improved with 4 lanes and turning lane/center median (Primary Arterial with Bicycle Facility). And the General Plan EIR recommended "a 6-lane roadway for Avenue 50 to improve Level of Service from E to C" for this segment of the roadway. Thus, at a minimum, an additional condition of approval could be required to widen Avenue 50 to 4 lanes along the project's frontage and for a section west of the project site to improve existing traffic conditions and improve the roadway segment's level of service. A four-lane right-of-way would require a 90-foot street right-of-way dedication and improvement along the project's frontage and additional roadway widening along the Whitewater Channel to improve existing conditions. However, the project can only be required to make improvements as part of a "fair share" traffic analysis to set contributions based on the project's actual impacts. Thus, the City Engineer recommends that a traffic impact analysis with detailed traffic circulation mitigation measures be prepared for the project. A minimum of 12-foot lanes are recommended for these roadway sections.

Because off-site public sewer and water improvements will be required for the project, preparation and review of conceptual-level engineering plans and analyses are necessary. The location of off-site water and sewer infrastructure was discussed during the Pre-Application Review meetings with the developer. However, there was no utility engineering analysis prepared showing proper connections to existing water and sewer lines, on the submitted plans. The CEQA Mitigated Negative Declaration further does not discuss these aspects of the project impacts, which should be a part of the record under the project's construction impacts.

Fire Department's Review of Existing Traffic Conditions:

As a result of the City Council's expressed concerns with traffic circulation issues at the subject site the Division Chief, in consultation with the Fire Marshal's Office, have recommended that further information is needed to determine the appropriate applications of the California Fire Code in the form of a Traffic Study. This additional information is needed to ensure that the off-site circulation can support the proposed development and adequately address the need for emergency response equipment to access the site. The Fire Department's position is that they do not have enough information to determine this, and they will be available at the City Council meeting to express this concern.

Conclusions and Recommendations:

In light of concerns raised by City Council at the December 11, 2019 public hearing, the recently placed loading restrictions on the Dillon Road Bridge, the Fire Marshal's registered concerns, and recent information obtained from the draft Stormwater Master Plan currently under preparation by the City's consultant, staff is recommending that this item be continued until a traffic study can be prepared for the project by a qualified Traffic Engineer, to include the following items:

- a) An approved scoping plan for the Traffic Study traffic study with recommendations, for the City Engineer's review and approval.
- b) An alignment study, analyzing ultimate and currently proposed turning movements at the intersections of Avenue 50 and Tyler Street (west of the project) and Avenue 50 and Highway 86 Expressway (east of the project).
- c) An analysis of emergency vehicles routing (including fire apparatus) with specific considerations for seasonal flooding of Avenue 50 at Kenmore Street and at Frederick Street, and the current load restrictions and potential future closure of the Dillon Road Bridge over the Coachella Valley Stormwater Channel.
- d) A submittal of the traffic study for review and approval by the City Engineer and the Fire Department. The Fire Department may require a secondary emergency access for the project, based on their review of the traffic study.
- e) Sufficiently detailed plan information for all related ultimate and currently proposed public improvements and dedications for the project.

Due to the extent of off-site sewer and water improvements required for the project, preparation and review of conceptual-level engineering plans and analyses are necessary.

If after the public hearing report and testimony, the City Council is inclined to approve the project, staff can bring back modified conditions of approval to address the above issues. However, the potential drawbacks to this approach is that any major recommendations in the Traffic Study for traffic/circulation planning, may be restricted from being implemented, because the approved project will have had a final determination. At this time staff does not have the necessary information to make an informed recommendation for approval of the project given the issues outlined in this report.

ALTERNATIVES:

1. Continue this item for a minimum of 60 to 90 days and direct the applicant to prepare a Traffic Study as explained above.
2. Approval of the project with staff direction to return with modified conditions of approval.
3. Take no action and give staff direction.

FISCAL IMPACT:

There are no fiscal impacts associated with approval or denial of the Coachella Travel Centre project.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternatives #1 or #2 above.